South Florida Water Management District

GOVERNING BOARD MONTHLY MEETING AGENDA

This meeting is open to the public

August 15, 2013
9:00 AM
District Headquarters - B-1 Auditorium
3301 Gun Club Road
West Palm Beach, FL 33406

FINAL REVISED 08/14/2013 5:10 PM

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

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

1. Call to Order - Dan O'Keefe, Chairman, Governing Board

2. Pledge of Allegiance - Dan O'Keefe, Chairman, Governing Board

3. Employee Recognitions - Presented by Ernie Barnett, Interim Executive Director

   - August Employee of the Month: Cathy Widness, Permit Tech 4, Regulation Division
   - August Team of the Month: LILA Work-In-Kind Expenditures Team
   - 25 Year Service Recognition: Paul Wilson Jr., Excavation/Earthmoving Operator, Miami Field Station, Operations, Maintenance & Construction

4. Agenda Addendum - Reagan Walker, Director, Office of Governing Board & Executive Services

5. Abstentions by Board Members from items on the Agenda

6. Water Resources Advisory Commission (WRAC) Report - Tim Sargent, Chair

Consent Agenda

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

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

7. Public Comment on Consent Agenda

8. Pull Items for Discussion from Consent Agenda

9. Board Comment on Consent Agenda

Consent Items

10. Approval of the Minutes for the July 11, 2013, Regular Business meeting held in West Palm Beach, Florida

11. Waivers for Water Resources Advisory Commission (WRAC) members pursuant to Section 112.313, Florida Statutes

12. Regulatory Consent Items ***- SUPPORTING DOCUMENTS MODIFIED***

- Denials
- Consent Orders
- Conservation Easement Amendments and Releases
- Seminole Tribe Work Plans

13. Right of Way Regulatory Consent Items

- Right of Way Occupancy New Permits
- Right of Way Occupancy Permit Modifications
- Right of Way Occupancy Permit Requests with Waiver of District Criteria

14. **Resolution No. 2013 - 0801** A Resolution of the Governing Board of the South Florida Water Management District approving release of District canal, mineral and road reservations, and issuance of non-use commitments; providing an effective date. (OMC, Kathy Massey, ext. 6835)

15. **Resolution No. 2013 - 0802** A Resolution of the Governing Board of the South Florida Water Management District to authorize declaring surplus certain land interests within the L-63 North Canal Right of Way containing 0.843 acres, more or less, for conveyance to Florida Department of Transportation in fee, subject to a Canal Right of Way Easement to be reserved by the District, without reservation of interests provided under Florida Statute 270.11, in consideration of Florida Department of Transportation paying to the District $108,200 and conveying to the District a recordable Canal Right of Way easement in order to improve the quality of title with respect to a 0.546 acres, more or less, portion of the L-63 North Canal Right of Way; all located in Okeechobee County, Florida; subject to satisfaction of certain terms, conditions and requirements; providing an effective date. (OMC, Bruce Hall, ext. 6541)

16. **Resolution No. 2013 - 0803** A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment to cooperative agreement 46000000961 with the Florida Fish and Wildlife Conservation Commission to continue providing public use and land and wildlife management services on District lands to extend the term by three (3) years from October 1, 2013 to September 30, 2016, in an amount not to exceed $670,200 of which $219,000 in ad valorem and non-ad valorem funds (lease revenue funds) are subject to Governing Board approval of the FY14 budget and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date. (OMC, Steve Coughlin, ext. 2603)

17. **Resolution No. 2013 - 0804** A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment to cooperative agreement C-10162 / 3600000000 with the Florida Fish and Wildlife Conservation Commission for law enforcement services on District lands to provide funding for the next three (3) years of the agreement in an amount not to exceed $1,276,650 of which $351,650 in ad valorem and non-ad valorem funds (Wetland Mitigation Fund and lease revenue funds) are subject to Governing Board approval of the FY14 budget and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date. (OMC, Steve Coughlin, ext. 2603)

18. **Resolution No. 2013 - 0805** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a five (5) year Cooperative Agreement with the Florida Department of Environmental Protection for Surveying Services in an amount not-to-exceed $300,000, subject to Governing Board approval of the FY14-FY18 budgets; providing an effective date. (Contract Number 4600002891) (OMC, Howard Ehmke ext. 2978)

19. **Resolution No. 2013 - 0806** A Resolution of the Governing Board of the South Florida Water Management District authorizing the Florida Fish and Wildlife Conservation Commission to establish District lands consisting of approximately 1800 acres located in Polk County, as part of the Kissimmee Chain of Lakes Managed Area for the 2013-14 fall hunting season; subject to terms and conditions; providing an effective date. (OMC, Dan Cotter, ext. 2301)

20. **Resolution No. 2013 - 0807** A Resolution of the Governing Board of the South Florida Water Management District authorizing a five-year agreement with Miami-Dade County, Department of Regulatory and Economic Resources, for maintaining a South Florida Submerged Aquatic Vegetation and Water Quality Monitoring Network in an amount not to exceed $570,000 subject to Governing Board approval of the FY14 - FY18 budgets providing an effective date. (Contract No. 4600002913) (WR, Amanda McDonald, ext. 4648).

21. **Resolution No. 2013 - 0808** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Florida International University for the Loxahatchee Impoundment Landscape Assessment (LILA) tree island, ridge, slough studies and site management in an amount not to exceed $509,996, subject to Governing Board approval of the FY14 - FY16 budgets; providing an effective date. (Contract No. 4600002848) (WR, Eric Cline, ext. 4596)

22. **Resolution No. 2013 - 0809** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Florida Atlantic University for the purpose of Riverwoods Field Laboratory Technical Support and Site Management in an amount not to exceed $785,280 subject to Governing Board approval of the FY14 - FY16 budgets; providing an effective date. (Contract No. 4600002917) (WR, Joseph Koebel, ext. 6925)

23. **Resolution No. 2013 - 0810** A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of funds within the District's FY12-13 budget to fund District fuel & electric demands as needed to respond to operational requirements; providing an effective date. (AS, Mike Smykowski, ext. 6295)

24. **Resolution No. 2013 - 0811** A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of excess Wetland Mitigation Special Revenue funds to District General Fund within the District FY13-14 budget to cost share implementation of the C-111 South Project; providing an effective date. (AS, Doug Bergstrom, ext. 6214)

25. **Resolution No. 2013 - 0812** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into an Interagency Agreement among South Florida Water Management District (SFWMD), St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) for designation of regulatory responsibilities for permitting under Part IV of Chapter 373, Florida Statutes, for the project known as "All Aboard Florida" that crosses jurisdictional boundaries of both Water Management Districts; providing an effective date. (Contract No. 4600002915) (REG, Sharon Trost, ext. 6814)

26. **Resolution No. 2013 - 0813** A Resolution of the Governing Board of the South Florida Water Management District to approve an Employment Agreement by and between the Governing Board of the South Florida Water Management District and Blake Guillory; providing an effective date. (EXO, Carolyn Ansay, ext. 6976) ***- SUPPORTING DOCUMENTS ADDED***

27. **Resolution No. 2013 - 0814** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into an 18-month agreement with Collier County for the 28th Avenue SE Culvert Project in the amount estimated not to exceed $575,000, for which dedicated FY14 Big Cypress Basin ad valorem funds are budgeted; subject to Governing Board approval of the FY14 budget; providing an effective date. (Agreement number 4600002912) (EXO, Lisa Koehler, ext. 7603)

28. Board Vote on Consent Agenda

29. General Public Comment

Discussion Agenda

30. Technical Reports

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

    B) Florida Fish & Wildlife Conservation Commission Report - Ron Bergeron, Commissioner, Florida Fish & Wildlife Conservation Commission

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

31. **Resolution No. 2013 - 0815** A Resolution of the Governing Board of the South Florida Water Management District supporting the release for public and agency review of the Central and Southern Florida, Central Everglades Planning Project, Draft Integrated Project Implementation Report and Environmental Impact Statement, dated August 2013 by the U.S. Army Corps of Engineers; providing an effective date. (EXO, Ernie Barnett, ext. 2110) ***- ITEM REVISED***

32. **Resolution No. 2013 - 0816** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Caulkins Citrus Company, LTD for a Dispersed Water Management Program Water Farming Pilot Project for the purpose of providing water retention services and pilot project implementation information on fallow citrus lands in the St. Lucie River Watershed in an amount not to exceed $1,263,636, subject to Governing Board approval of the FY14–FY16 budgets; providing an effective date. (Contract no. 4600002925) (EPC, Temperince Morgan, ext. 6987)

33. FY14 Budget Update - Doug Bergstrom, Division Director, Administrative Services (ext. 6214)

34. **Resolution No. 2013 - 0817** A Resolution of the Governing Board of the South Florida Water Management District, directing staff to move forward to analyze options, including but not limited to, disposal of land interests containing 1,043 acres, more or less, in Glades, Hendry, Lee, and Collier Counties, together with any structures and improvements and personal property appurtenant thereto, and thereafter propose recommendations to the Governing Board for further approval; providing an effective date. (OMC, Ray Palmer, ext. 2246) ***- SUPPORTING DOCUMENTS MODIFIED***

35. **Resolution No. 2013 - 0818** A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 340-Day Contract with Metro Equipment, the lowest responsive and responsible bidder, for the Hillsboro Canal Dredging & Bank Stabilization Project, Package 2, in the amount of $6,270,095 for which ad valorem funds are budgeted; subject to the Governing Board approval of the FY14 budget; providing an effective date. (OMC, John Mitnik, ext. 2679)

36. **Resolution No. 2013 - 0819** A Resolution of the Governing Board of the South Florida Water Management District to authorize the official ranking of short-listed firms and entering into a 3-year contract with one (1) two-year renewal option with Complete Services of South Florida, Inc., subject to successful negotiations for Lock Tender Services along the North Shore of Lake Okeechobee and the Kissimmee River within Okeechobee, Clewiston and St. Cloud Field Station areas of responsibilities, in an amount of $2,415,000, for which $805,000 in ad valorem funds are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15-FY16 budgets; providing that, if negotiations are unsuccessful with Complete Services of South Florida, Inc., the District will proceed with negotiations in ranked order until a contract has been successfully negotiated; providing an effective date. (Contract Number 4600002924) (OMC, Karen Estock, ext. 6282)

37. General Public Comment

Staff Reports

38. Monthly Financial Statement - Doug Bergstrom, Division Director, Administrative Services

39. General Counsel's Report - Carolyn S. Ansay

40. Interim Executive Director's Report - Ernie Barnett

    Report on permits issued by authority delegated to the Interim Executive Director from July 1-31, 20013.

41. Board Comment

Attorney Client Sessions

42. ATTORNEY CLIENT SESSION ***- ITEM DELETED***

Attorney client session pursuant to Section 286.011(8), Florida Statutes (2012), 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; Interim Executive Director E. Barnett; 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 (2012), 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)

43. Adjourn

August Employee of the Month
Cathy Widness – Permit Tech 4
Regulation Division

Cathy is the primary liaison with the public for the District's online regulatory ePermitting system. She has spent countless hours training and assisting our customers.

She is the local expert on ePermitting and works closely with Information Technology to identify additional needs, report technical glitches – and most notably -- test and train the public.

Cathy created the training curriculum and user manuals which include 11 short ePermitting "How To" videos on our web site to provide 24-7 ePermitting training. Over the past 2 1/2 years, she has trained more than 500 people in the classroom and via webinars.

Her work with the public and "can do" attitude has made a major impact on the number of people who use ePermitting which has now reached almost 50% of our users and is still growing.

Cathy recently held a training session for 15 engineers in a customer's regional office. The following feedback speaks volumes about her customer service and training skills: "Thank you so much for offering to conduct the training in our Fort Myers office. Your presentation was informative and the hands-on training was very effective. I have only heard positive feedback from staff members. I can proudly say that this *old dog* learned a new trick today. It really made a world of difference."

Congratulations, Cathy!

Attachment: Employee Recognitions (1406 : Employee Recognitions)

August Team of the Month

LILA Work-in-Kind Expenditures Team

Eric Cline – Scientist 3, Water Resources Division

Sheryl Yackamouih – Staff Budget Analyst, Administrative Services Div.

Paul Warner – Scientist Principle, Office of Everglades Policy/Coord. Div.

Wayne Sureddi – Accounting Analyst, Administrative Services Div.

Through this team's collective efforts, the District submitted approximately $6.5 million in expenditures to the Corps of Engineers for work-in-kind consideration. The work was conducted at the Loxahatchee Impoundment Landscape Assessment project – called LILA.

Eric utilized his 10 years of association with the LILA project – he began his career at the District as a contract employee at LILA in 2003. His knowledge and expertis was invaluable. Eric and Sheryl worked more than 160 hours gathering potential project expenditures from 2003 through 2012. This included reviewing over 20,00 lines of Business Warehouse reports.

Their efforts identified initial expenditures of approximately $5.5 million. Further review from Paul and Wayne discovered an additional $865,000 -- bringing the grand total of expenditures to just under $6.4 million.

Up against a tight deadline, this team's hard work and dedication paid off and is a testament to the exceptional professionals we have here at the District.

Congratulations!

Attachment: Employee Recognitions (1406 : Employee Recognitions)

25-Year Service Recognition

Paul Wilson Jr. - Excavation/Earthmoving Operator

Miami Field Station

Operations, Maintenance and Construction

Paul began his career in 1987 as a temporary field worker on the Tree Removal Crew. Within few months, he became a permanent employee as a Tree Surgeon on the crew where he remained for three years. After a brief stint as a Mechanical Weed Harvester, he was transferred to the Mowing crew as an Equipment Operator 1and promoted to an Operator 2 a year later where he worked until 1996 when the mowing service was outsourced. After cross-training, Paul became an Excavation/Earthmoving Operator in 1998.

Paul worked tirelessly in the aftermath of Hurricane Andrew in 1992 to help insure the mission of flood control in the Miami- Dade area. In 1996, Paul worked with the crew responding to the ValuJet accident. He has since played an integral role in response to hurricanes impacting the District.

Paul has received numerous rewards of excellence over the years including the Timer Powers Award for Productivity and Efficiency in 1997. Known for his dependability, Paul is well-respected at the Miami Field Station.

Congratulations, Paul, for 25 years of hard work and dedication to the people we serve.

CONSENT AGENDA TABLE OF CONTENTS
REGULATORY ITEMS FOR GOVERNING BOARD ACTION
August 15, 2013

		PAGE
I	DENIALS	
	LEE COUNTY	1
	MIAMI-DADE COUNTY	2
II	CONSENT ORDERS	3
III	CONSERVATION EASEMENT AMENDMENTS AND RELEASES	4
IV	SEMINOLE TRIBE WORK PLANS	5

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

DENIALS

LEE COUNTY

1. NATIVE AND PALM TREE FARM

FPL

SEC 36 TWP 43S RGE 25E

APPL. NO. 090420-8

PERMIT NO. 36-02877-W

ACREAGE: 46.00

LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE PROPOSED

WATER SOURCE: UNKNOWN
ALLOCATION: UNKNOWN

PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE APPLICATION

LAST DATE FOR BOARD ACTION: AUGUST 15, 2013

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

DENIALS

MIAMI-DADE COUNTY

1. VILA AND SON TREE FARM- SITE 1 AND 2
   JUAN C VILA
   SEC 3,23 TWP 56,58S RGE 38E

APPL. NO. 080204-14
PERMIT NO. N/A
ACREAGE: 40.00
LAND USE: NURSERY

PERMIT TYPE: WATER USE EXISTING/UNPERMITTED

WATER SOURCE: UNKNOWN
ALLOCATION: UNKNOWN

PRIMARY ISSUES: FINAL ORDER TO DENY DUE TO APPLICANT'S FAILURE TO COMPLETE APPLICATION

LAST DATE FOR BOARD ACTION: AUGUST 15, 2013

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

CONSENT ORDERS

1. RESPONDENT: DANIELS ROAD SHOWROOM, LLC
   PROJECT: DANIELS ROAD SHOWROOM WAREHOUSES

   SEC 23 TWP 45S RGE 25E LEE COUNTY
   SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED DEWATERING, EXCESS TURBIDITY IN VIOLATION TO STATE WATER QUALITY STANDARDS AND WETLAND SEDIMENT

2. RESPONDENT: TRUCANE SUGAR CORPORATION (MAYACA CORPORATION)
   PROJECT: TRUCANE SUGAR

   SEC 19,20,29,30 TWP 37S RGE 37E ST. LUCIE COUNTY
   SETTLEMENT OF AN ENFORCEMENT ACTION REGARDING UNPERMITTED WORKS AND ALTERATION OF WETLANDS

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

CONSERVATION EASEMENT AMENDMENTS AND RELEASES

1. PERMITTEE: CORKSCREW LAKES, LLC
   PROJECT: CORKSCREW SHORES (FKA CORKSCREW WOODS)

LEE COUNTY

AMENDMENT OF A RECORDED CONSERVATION EASEMENT OVER WETLAND NO. 11 TOTALING 18.98 ACRES FOR THE CORKSCREW SHORES PROJECT IN LEE COUNTY. THE APPLICANT PROPOSES TO CHANGE THE USE FROM STANDARD TO PASSIVE RECREATIONAL TO ALLOW FOR THE CONSTRUCTION OF A BOARDWALK THROUGH A PORTION OF THE PRESERVE.

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

SEMINOLE TRIBE WORK PLANS

1. CONCUR WITH THE TWENTY SEVENTH ANNUAL WORK PLAN FOR THE SEMINOLE TRIBE OF FLORIDA. WORKS IN THE HOLLYWOOD RESERVATION INCLUDE A PROPOSED MAINTENANCE FOR THE EXISTING STORMWATER SYSTEM AT THE POLICE AND FIRE STATION SITES, PROPOSED FDOT STATE ROAD 7 RECONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY INSIDE THE RESERVATION INCLUDING AN IMPROVED DRAINAGE SYSTEM; WORKS IN THE BIG CYPRESS RESERVATION INCLUDE GRANTING ACCESS TO THE SFWMD TO INSTALL TWO GROUND MONITORING WELLS AND TO ACQUIRE DATA FOR A PERIOD OF TWO YEARS IN SUPPORT OF THE PROPOSED C-139 ANNEX RESTORATION (AKA SAM JONES/ABIAKA PRAIRIE); WORKS IN THE BRIGHTON RESERVATION INCLUDE A PROPOSED REVISED DESIGN TO FURTHER IMPROVE AN EMERGENCY OVERFLOW STRUCTURE AT THE BRIGHTON PUBLIC SAFETY AND ADMINISTRATION BUILDING, PROPOSED REVISION TO THE DESIGN PLANS FOR THE STANLO JOHNS COMPOST FACILITY INCLUDING THE DRAINAGE SYSTEM. UNDER THE USACE AND SFWMD NOTIFICATIONS, WORKS AT THE BIG CYPRESS RESERVATION INCLUDE A PROPOSED BIG CYPRESS ENTRANCE MONUMENT; WORKS AT THE BRIGHTON RESERVATION INCLUDE A PROPOSED CULVERT PROJECT NORTH OF TUCKER RIDGE ROAD AND EAST OF BIA HWY 283, PROPOSED CULVERT PROJECT EAST OF FLOWING WELL ROAD AND JUST OFF HARNEY POND ROAD AND ENTRANCE TO THE CHARTER SCHOOL.

Attachment: Regulatory Consent Items (1390 : Regulatory Consent Items)

TABLE OF CONTENTS

RIGHT OF WAY OCCUPANCY CONSENT AGENDA FOR GOVERNING BOARD APPROVAL
August 15, 2013

		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
II	**RIGHT OF WAY OCCUPANCY PERMIT MODIFICATIONS:** Governing Board action is required for routine requests which involve a change, addition or deletion to a use of the right of way which was previously permitted. Items are placed on this Consent Agenda when the staff's recommendation is for approval.	4
III	**RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA:** Governing Board action is required on petitions received requesting a waiver of District criteria. Section 120.542, F.S. and Rule 28-104.002, F.A.C., requires agencies to grant variances and waivers to their own rules when a person subject to the rules files a petition and demonstrates that he or she can achieve, or has achieved, the purpose of the underlying statute by other means and when application of rule would create a substantial hardship or would violate principles of fairness. A "substantial hardship" is defined as a demonstrated economic, technological, legal or other type of hardship to the person requesting the waiver. "Principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule. A "waiver" is defined as an agency decision not to apply all or part of a rule to the person subject to the rule.	5
IV	**CONCURRENCE WITH EXECUTIVE DIRECTOR'S EMERGENCY AUTHORIZATIONS:** Governing Board action is required to concur with the emergency authorization issued by the Executive Director, in accordance with 373.119(2), F.S., as the Executive Director deems necessary to meet the emergency. Items are placed on this Consent Agenda for concurrence.	9

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY NEW PERMITS

1. PALM BEACH COUNTY
COUNTY: PALM BEACH

Permit Number: 14213
Appl No.: 13-0724-2

AUTHORIZING:
INSTALLATION OF APPROXIMATELY 50 LINEAR FEET OF RUBBLE RIP-RAP AND 500 LINEAR FEET OF ABA MATTING ALONG THE SOUTHERLY RIGHT OF WAY OF L-13 ADJACENT TO CR 880 BEGINNING APPROXIMATELY ONE (1) MILE WEST OF SR 80.

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2. TIM BEEBE
COUNTY: COLLIER

Permit Number: 14190
Appl No.: 09-0928-2
Agreement

AUTHORIZING:
BOAT RAMP AND 600 LINEAR FEET OF RIP-RAP WITHIN THE WEST RIGHT OF WAY OF CORKSCREW CANAL LOCATED AT THE REAR OF 245 22ND AVENUE NORTHEAST (GOLDEN GATE SUBDIVISION, UNIT 23).

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3. MILTON JAY HARVILLE
COUNTY: PALM BEACH

Permit Number: 14203
Appl No.: 12-1126-1
Fee and Easement

AUTHORIZING:
TEMPORARY VEHICULAR ACCESS ALONG NORTH RIGHT OF WAY OF L-14 APPROXIMATELY 2.25 MILES EAST OF DUDA ROAD BRIDGE, 2 ACCESS DRIVEWAYS ADJACENT TO DISTRICT'S PROJECT CULVERT "PC-08".

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4. HECTOR RAMCHARRAN
COUNTY: BROWARD

Permit Number: 14204
Appl No.: 13-0531-2
Easement

AUTHORIZING:
BOAT DOCK, CONCRETE SLAB, WALKWAY AND LANDSCAPING LOCATED WITHIN THE SOUTH RIGHT OF WAY OF THE HILLSBORO CANAL LOCATED AT THE REAR OF 129 NW 7TH COURT (LOT 7, BLOCK 1, COLLEGE PARK ESTATES).

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5. U.S. GEOLOGICAL SURVEY
COUNTY: PALM BEACH

Permit Number: 14208
Appl No.: 12-0605-4
Fee and Easement

AUTHORIZING:
EXISTING MONITORING WELL ATTACHED TO A DOCK WITH WALKWAY WITHIN THE SOUTH RIGHT OF WAY OF L-14 LOCATED APPROXIMATELY .25 MILE EAST OF THE CONFLUENCE OF L-20.

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY NEW PERMITS

6. U.S. GEOLOGICAL SURVEY
COUNTY: PALM BEACH

Permit Number: 14209
Appl No.: 12-0605-3
Fee and Easement

AUTHORIZING:
EXISTING MONITORING WELL ATTACHED TO DOCK WITH WALKWAY WITHIN EAST RIGHT OF WAY OF L-20 LOCATED APPROXIMATELY .20 MILE SOUTH OF THE L-14 CONFLUENCE.

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY PERMIT MODIFICATIONS

1. ASENCIO, FELIX
   COUNTY: ST. LUCIE

   Permit Number: 11064
   Appl No.: 13-0513-2M
   Fee and Easement

   AUTHORIZING:
   JETSKI LIFT WITHIN THE NORTH RIGHT OF WAY OF C-24 LOCATED AT THE REAR OF 1636 SE FLORESTA DRIVE (LOT 29, SOUTH RIVER SHORES SUBDIVISION).

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2. PAUL VENTURELLI
   COUNTY: PALM BEACH

   Permit Number: 12682
   Appl No.: 13-0529-2M
   Fee

   AUTHORIZING:
   TWO PROPOSED PALM TREES AT TOP OF BANK AND EXISITING WATER AND ELECTRIC SERVICE TO DOCK WITH LIGHTS WITHIN THE SOUTH RIGHT OF WAY OF C-51 AT THE REAR OF 2615 DUKE COURT. (LOCATED WITHIN AREA PREVIOUSLY RELAXED BY THE DISTRICT'S GOVERNING BOARD).

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA

1. Consideration of a request by **Florida Department of Transportation** (Application Number 13-0321-2) for the issuance of a Right of Way Occupancy Permit Number 14205 and waiver of District's criteria for the installation of Highway Advisory Radio Beacon (HARB) sign within the west right of L-18. Location: Palm Beach County, Section 24, Township 46 South, Range 38 East.

   The applicant's request for waiver of the District's criteria, which governs the placement of above-ground permanent and/or semi-permanent encroachments within 40' top of the canal bank located within Works or Lands of the District, is based on "substantial hardship." The applicant asserts that the proposed project is to manage traffic and enhance safety issues along the existing SR-25/US 27 highway. Further, the sign will also serve as an alert system for northbound traffic and other alert data.

   The District's Field Operations and Land Management Division has determined that the proposed Highway Advisory Radio Beacon (HARB) sign will not significantly interfere with the District's ability to performed necessary construction, alteration, operation and maintenance activities, so the purpose of the underlying statue will be achieved.

   The applicant's petition has been reviewed by the Office of Counsel for compliance with the applicable legal requirements. Pursuant to Section 120.542(6), F.S. notice of the petition was provided to the Department of State and was published *in Volume 39, Number 106* of *the Florida Administrative Register on May 31, 2013*. No public comments were received.

   Therefore, staff recommends **approval** of the issuance of Right of Way Occupancy Permit Number 14205 and **approval** of the petition for Waiver of the District's criteria which governs the placement of above-ground permanent and/semi-permanent encroachments within 40' top of the canal bank located within Works or Lands of the District. (Easement)

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA

2. Consideration of a request by the **American Traffic Solution** (Application Number 13-0517-1) for issuance of Right of Way Occupancy Permit Number 14206 and waiver of District criteria for the proposed installation of a pole-mounted camera, post foundation and associated conduit within the north right of way of C-12. Location: Broward County, Section 2, Township 50 South, Range 41 East.

   The applicant's request for waiver of the District's criteria, which governs the placement of above-ground permanent and/or semi-permanent encroachments within 40' top of the canal bank located within Works or Lands of the District, is based on "substantial hardship." The applicant asserts that installing this facility at this location will help alleviate the potential for safety issues. Further, the proposed facilities cannot be sited between the road and guardrail due to FDOT safety criteria. In addition, the facilities will assist in managing traffic and enhance safety along SR 838/W. Sunrise Boulevard.

   The District's Field Operations and Land Management Division has determined that the proposed facilities will not significantly interfere with the District's ability to performed necessary construction, alteration, operation and maintenance activities, so the purpose of the underlying statue will be achieved.

   The applicant's petition has been reviewed by the Office of Counsel for compliance with the applicable legal requirements. Pursuant to Section 120.542(6), F.S. notice of the petition was provided to the Department of State and was published *in Volume 39, Number 113* of *the Florida Administrative Registrar on June 11, 2013*. No public comments were received.

   Therefore, staff recommends **approval** of the issuance of Right of Way Occupancy Permit Number 14206 and **approval** of the petition for Waiver of the District's criteria which governs the placement of above-ground permanent and/semi-permanent encroachments within 40' top of the canal bank located within Works or Lands of the District. (Fee)

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA

3. Consideration of a request by **Collier County Board of County Commissioners** (Application Number 13-0426-1) for the issuance of Right of Way Occupancy Permit Number 14201 and waiver of District's criteria for the construction of 28th Avenue Southeast Bridge crossing the Miller Canal. Location: Collier County, Section 30, Township 49 South, Range 28 East.

   The applicant's request for waiver of the District's criteria which governs the minimum low member elevation for pile-supported facilities located within Works or Lands of the District is based on "substantial hardship." The applicant asserts a waiver of the low member requirement for the bridge is necessary due to the fact the condemnation of the adjacent would increase the cost of the project. Further, the applicant asserts that meeting the District's criteria would increase the risk of traffic accidents that could lead to potential legal issues. The drastic 90 degree turn immediately after the bridge does not accommodate AASHTO/FDOT safety, thereby creating traffic safety hazards. The proposed low member for the construction of the bridge will be set at 13.9' NGVD which is 2' lower than the 15.9' NGVD based on the District's high water elevation for the Miller Canal.

   The District's Field Operations and Land Management Division and the Big Cypress Basin Field Station has determined that the proposed bridge will not significantly interfere with the District's ability to perform necessary construction, alteration, operation and maintenance activities, so the purpose of the underlying statue will be achieved.

   The applicant's petition has been reviewed by the Office of Counsel for compliance with the applicable legal requirements. Pursuant to Section 120.542(6), F.S. notice of the petition was provided to the Department of State and was published *in Volume 39, Number 101* of the *Florida Administrative Register on May 23, 2013*. No public comments were received.

   Therefore, staff recommends **approval** of the issuance of Right of Way Occupancy Permit Number 14201 and **approval** of the petition for Waiver of the District's criteria which governs the minimum low member elevation of the pile-supported facilities within Works or Lands of the District.
   (Easement)

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

RIGHT OF WAY OCCUPANCY PERMIT REQUESTS WITH WAIVER OF DISTRICT CRITERIA

4. Consideration of a request by **Florida Department of Transportation,** (Application Number 13-0530-2M, Permit (MOD) Number 32) for issuance of a Modification to Right of Way Occupancy Permit Number 32 and Waiver of the District's criteria to allow for the installation of guardrailing at the southeast quadrant of the existing SR 715 Bridge crossing L-14. Location: Palm Beach County, Section 31, Township 43 South, Range 37 East.

   The applicant's request for Waiver of the District's criteria which governs the placement of permanent and/or semi-permanent above-ground facilities within 40 feet of the top of the canal bank is based on "substantial hardship". The applicant asserts that the additional guardrailing is needed for traffic safety. The District's Operation and Maintenance Resources staff has determined that the proposed installation will not significantly interfere with the District's access and ability to perform necessary construction, alteration, operation and maintenance activities, so the purpose of the underlying statute will be achieved.

   The applicant's petition has been reviewed by the Office of Counsel for compliance with the applicable legal requirements. Pursuant to Section 120.542(6), F.S. notice of the petition was provided to the Department of State and was published in *Volume 39, Number 113* of the *Florida Administrative Register* on *June 11, 2013.* No public comments were received.

   Therefore, staff recommends **approval** of the issuance of a Modification to Right of Way Occupancy Permit Number 32 and **approval** of the petition for Waiver of the District's criteria which governs the placement of permanent and/or semi-permanent above-ground facilities within 40 feet of the top of the canal bank within Works or Lands of the District.
   (Easement)

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

EMERGENCY AUTHORIZATION WITH RIGHT OF WAY OCCUPANCY PERMIT

1. Enter a final Order concurring with the Executive Director's emergency authorization issued to **Palm Beach County** for immediate repair and/or replacement of failing canal bank adjacent to County Road 880 on Works or Lands of the District known as the L-13 Canal, Palm Beach County, FL, subject to Chapter 40E-6, F.A.C. (Order No. 2013-066-DAO-ROW).

   The Right of Way Occupancy Permit authorizing this use of the Works or Lands of the District is contained in the Right of Way Occupancy New Permits section as well.

Attachment: ca_om_rm_101_sd (1396 : Right of Way Regulatory Consent Agenda)

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Release of Reservations

BACKGROUND INFORMATION: Canal reservations evolved from efforts to provide infrastructure, without cost to the taxpayers, to carry out drainage and reclamation projects, and provide roads. Many, but not all, conveyances of land by the State of Florida through the Trustees of the Internal Improvement Trust Fund ("TIITF") and the Everglades Drainage District (EDD), a predecessor to the South Florida Water Management District, reserved rights to construct future water control works, percentages of the mineral rights, together with the right of ingress, egress and exploration, and reservations for State and County road rights-of-way.

The District routinely receives applications for releases of these reservations from landowners, attorneys, title companies and lending institutions, who consider the reservations to be title defects; applications are processed by the Real Estate Management Section. Applications are reviewed by appropriate District personnel and applicable local governmental agencies to determine that there is no present or future need for the canal reservation. Road reservations are released upon review and approval by the affected county and the Florida Department of Transportation. Mineral reservations are released for parcels containing 1.25+/- acres or less, and non-use commitments are issued for parcels greater than 1.25+/- acres. When a non-use commitment is issued, the District agrees not to exercise its right of ingress and egress for the exploration of minerals, provided the landowner does not explore for the same. The District retains its interest in the mineral estate and is entitled to any future proceeds should exploration occur.

CONSIDERATIONS: See Exhibit "A" attached hereto and made a part hereof, which contains the details of releases and non-use commitments to be approved and issued.

AUTHORIZATION: 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.

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

RECOMMENDATION: A Resolution of the Governing Board of the South Florida Water Management District approving release of District canal, mineral and road reservations, and issuance of non-use commitments; providing an effective date.

EXHIBIT "A"

File No.:	18554
Applicant:	Katherine F. Leber and Richard E. Leber, wife and husband
Reserving Deed:	E-6524 (DB 829-243, 12/4/1947)
Fee paid:	$250.00
Action:	Approve release of District canal and mineral reservations
Acres:	1.25 acres, more or less
Legal Description:	Lot 12, WHIPPOORWILL LAKES, an unrecorded subdivision, a portion of Tract 42, Block 10, THE PALM BEACH FARMS CO. PLAT NO. 3, PB 2-45, Section 27, Township 43 South, Range 42 East
Location:	861 Whippoorwill Trail, West Palm Beach, Palm Beach County
Reviewed by:	Lake Worth Drainage District (no internal review needed due to size and land use)

File Nos.:	18555 and NUC 1632
Applicant:	Tesoro Groves Limited Partnership, a Delaware limited partnership
Reserving Deeds:	T-858 (DB 196-337 (PB), 2/25/1924) and QCD (DB 43-112, 1/12/1948)
Fee paid:	$725.00
Action:	Approve release of District canal reservations and issuance of non-use commitment
Acres:	132.88 acres, more or less
Legal Description:	Portion of Section 3, Township 40 South, Range 38 East
Location:	SW Farm Road, Indiantown, Martin County
Reviewed by:	Water Supply Development Section, Right of Way Section, Environmental Resource Permitting Bureau, Survey Section, Office of Everglades Policy and Coordination, and Martin County

File Nos.:	18545, 18546 and NUC 1626
Applicant:	Redwing Properties, LLC, a California limited liability company
Reserving Deeds:	E-3392 (DB 724-589, 7/16/1945), T-1522 (DB 274-358, 6/30/1925) and T-3436 (DB 354-70, 1/26/1926)
Fee paid:	$1,225.00
Action:	Approve release of District canal and road reservations, and issuance of non-use commitment
Acres:	19.49 acres, more or less
Legal Description:	Portion of Tracts 57 through 60, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 17, Township 46 South, Range 42 East
Location:	14437 Starkey Road, Lake Worth, Palm Beach County
Reviewed by:	Water Supply Development Section, Right of Way Section, Environmental Lake Worth Drainage District, Palm Beach County, and Florida Department of Transportation

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0801

A Resolution of the Governing Board of the South Florida Water Management District approving release of District canal, mineral and road reservations, and issuance of non-use commitments; providing an effective date. (OMC, Kathy Massey, ext. 6835)

WHEREAS, certain underlying landowners have requested that the South Florida Water Management District ("District") release certain canal, mineral and road reservations, and issue non-use commitments;

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 District canal, mineral and road reservations, and issuance of non-use commitments, as described in Exhibit "A", attached hereto and made a part hereof.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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"

RELEASE OF DISTRICT CANAL, MINERAL AND ROAD RESERVATIONS:

File No.:	18554
Applicant:	Katherine F. Leber and Richard E. Leber, wife and husband
Reserving Deed:	E-6524 (DB 829-243, 12/4/1947)
Acres:	1.25 acres, more or less
Legal Description:	Lot 12, WHIPPOORWILL LAKES, an unrecorded subdivision, a portion of Tract 42, Block 10, THE PALM BEACH FARMS CO. PLAT NO. 3, PB 2-45, Section 27, Township 43 South, Range 42 East
Location:	861 Whippoorwill Trail, West Palm Beach, Palm Beach County

File No.:	18555
Applicant:	Tesoro Grove Limited Partnership, a Delaware limited partnership
Reserving Deeds:	T-858 (DB 196-337 (PB), 2/25/1924) and QCD (DB 43-112, 1/12/1948)
Acres:	132.88 acres, more or less
Legal Description:	Portion of Section 3, Township 40 South, Range 38 East
Location:	SW Farm Road, Indiantown, Martin County

File Nos.:	18545 and 18546
Applicant:	Redwing Properties, LLC, a California limited liability company
Reserving Deeds:	E-3392 (DB 724-589, 7/16/1945), T-1522 (DB 274-358, 6/30/1925) and T-3436 (DB 354-70, 1/26/1926)
Acres:	19.49 acres, more or less
Legal Description:	Portion of Tracts 57 through 60, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 17, Township 46 South, Range 42 East
Location:	14437 Starkey Road, Lake Worth, Palm Beach County

ISSUANCE OF NON-USE COMMITMENTS:

File No.:	NUC 1632
Applicant:	Tesoro Grove Limited Partnership, a Delaware limited partnership
Reserving Deeds:	T-858 (DB 196-337 (PB), 2/25/1924) and QCD (DB 43-112, 1/12/1948)
Acres:	132.88 acres, more or less
Legal Description:	Portion of Section 3, Township 40 South, Range 38 East
Location:	SW Farm Road, Indiantown, Martin County

Attachment: ca_om_200_Exhibit A (Resolution No. 2013 - 0801 : Release of Reservations)

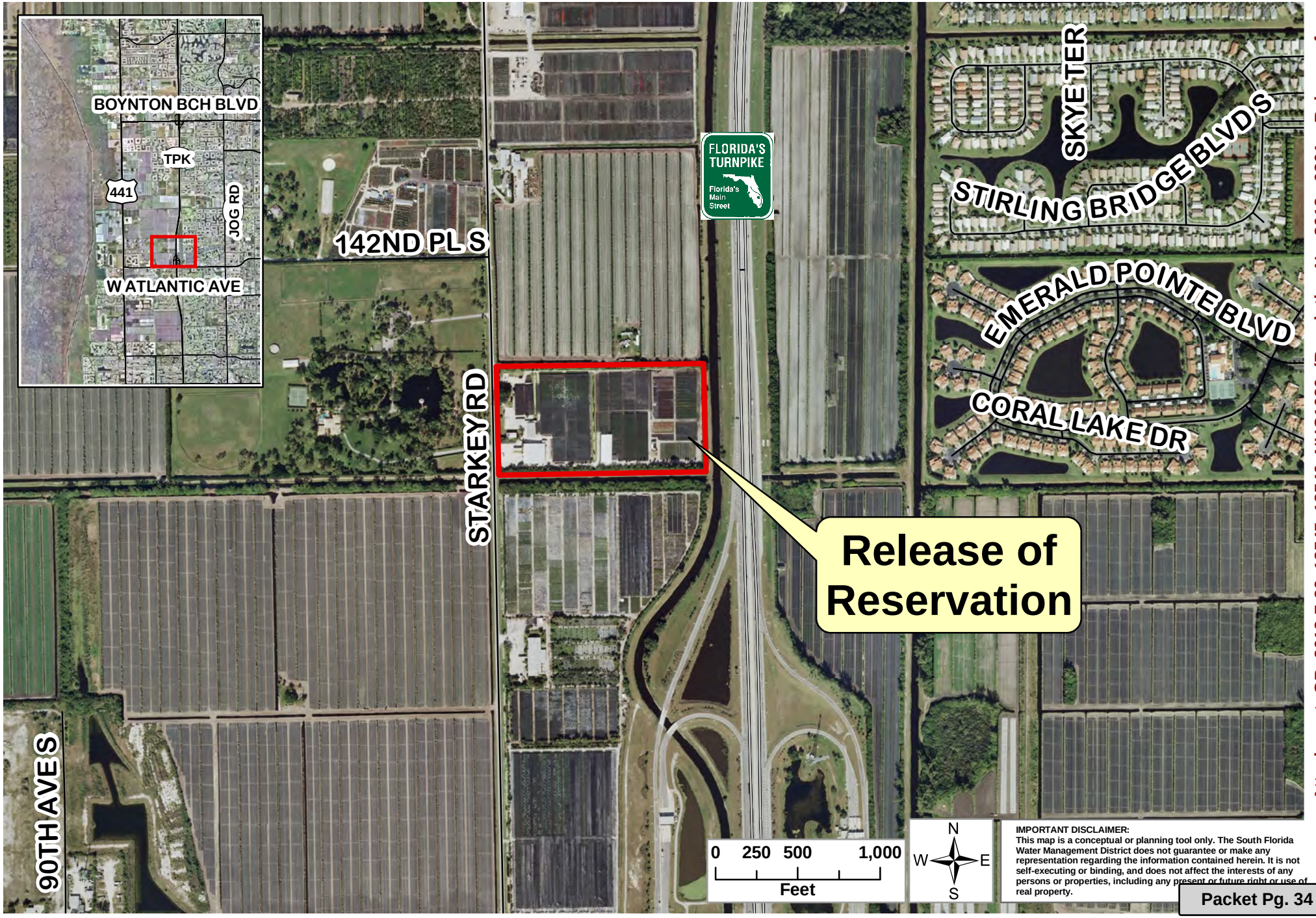
File No.:	NUC 1626
Applicant:	Redwing Properties, LLC, a California limited liability company
Reserving Deeds:	E-3392 (DB 724-589, 7/16/1945), T-1522 (DB 274-358, 6/30/1925) and T-3436 (DB 354-70, 1/26/1926)
Acres:	19.49 acres, more or less
Legal Description:	Portion of Tracts 57 through 60, PALM BEACH FARMS COMPANY PLAT NO. 1, PB 2-26, Section 17, Township 46 South, Range 42 East
Location:	14437 Starkey Road, Lake Worth, Palm Beach County

Attachment: ca_om_200_Exhibit A (Resolution No. 2013 - 0801 : Release of Reservations)

18545, 18546, & NUC 1626
Palm Beach County

ID# 1387
August 15, 2013

14.b



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.

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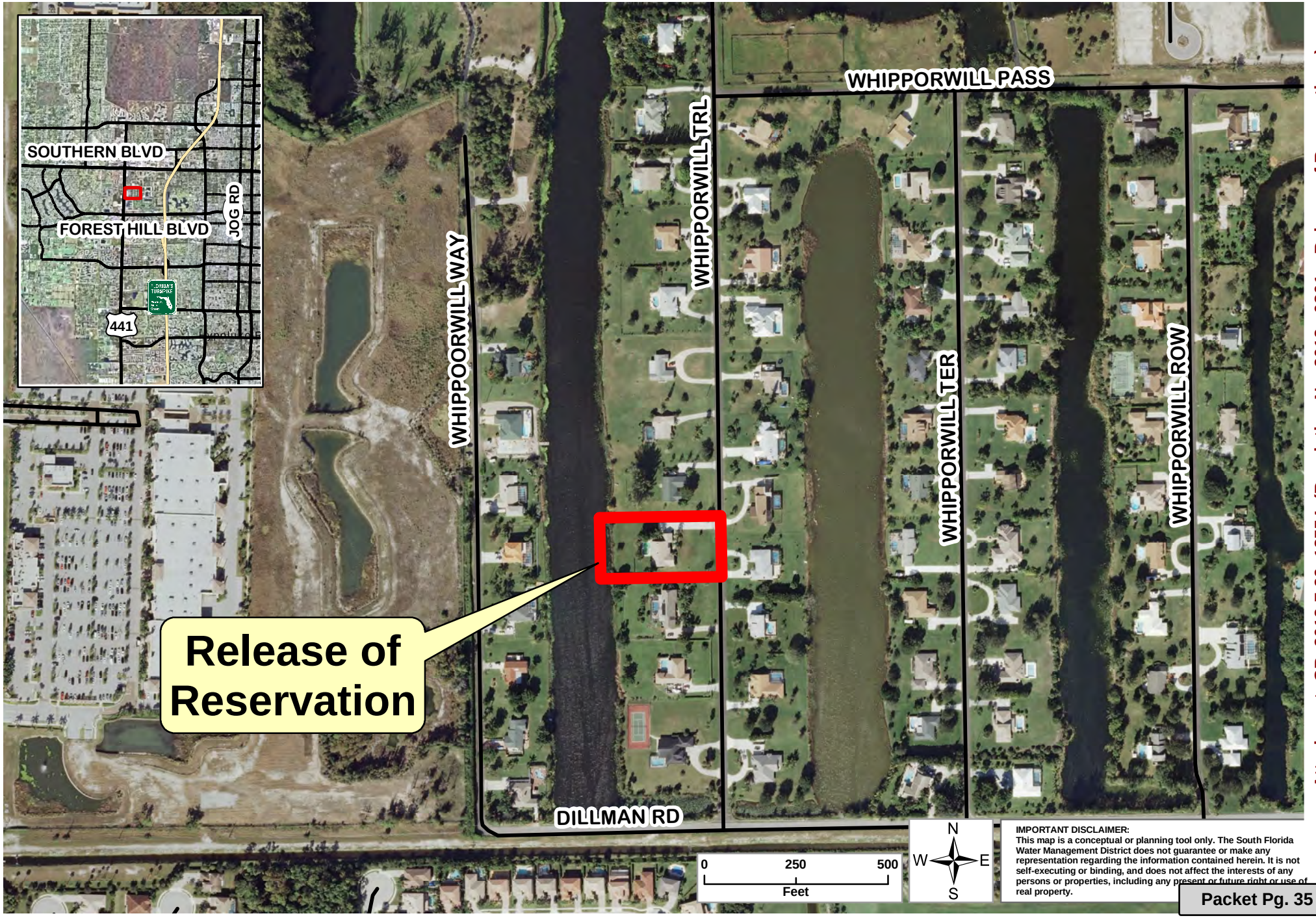
Attachment: GB_2013-7-29_18545_18546_NUC1626 (Resolution No. 2013 - 0801 : Release of

18554
Palm Beach County

ID# 1387
August 15, 2013



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Attachment: GB_2013-7-29_18554 (Resolution No. 2013 - 0801 : Release of Reservations)

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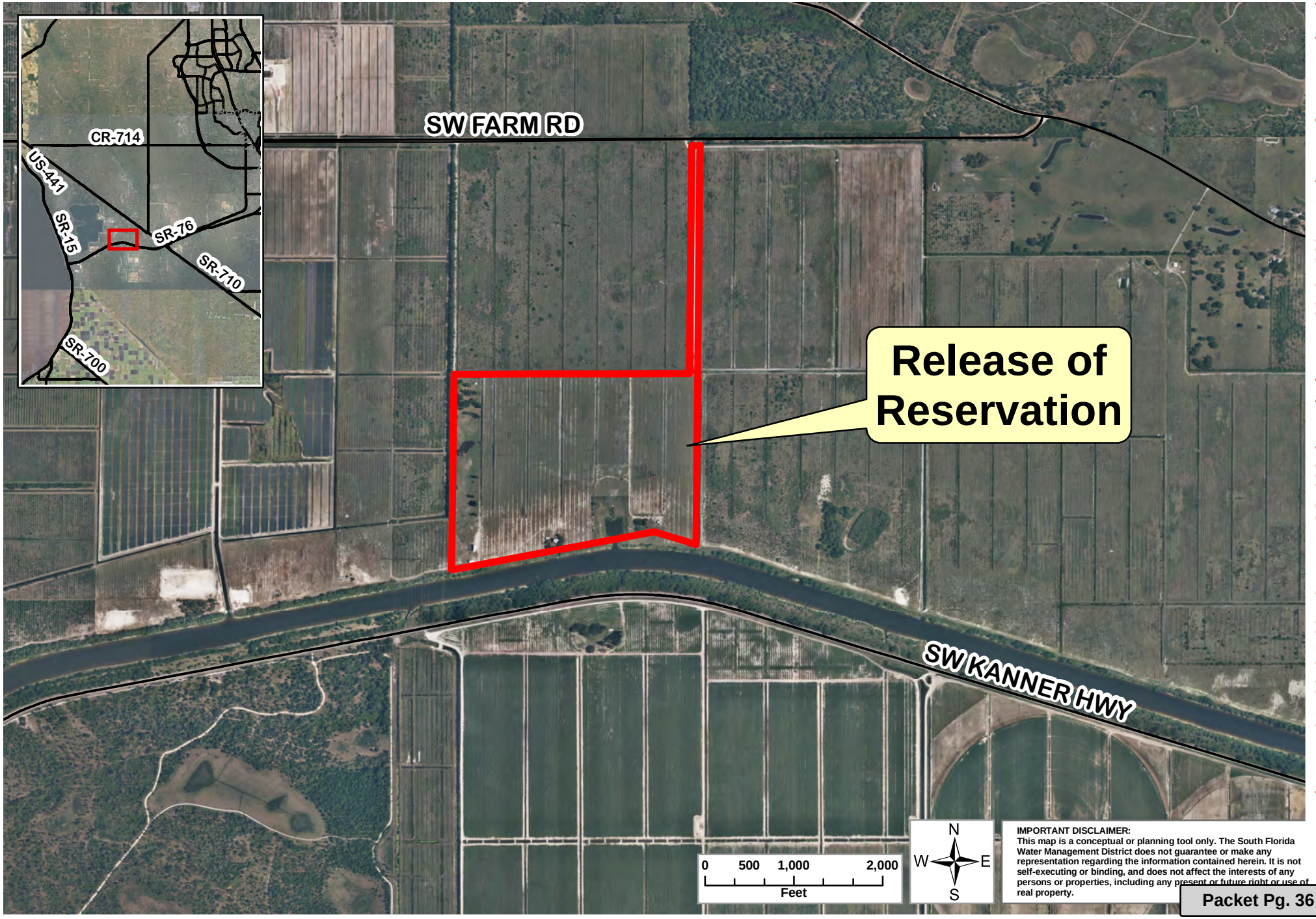
18555 & NUC 1632
Martin County

ID# 1387
August 15, 2013

14.d



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Attachment: GB_2013-7-29_18555_NUCC1632 (Resolution No. 2013 - 0801 : Release of Reservations)

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Authorize declaring surplus within the L-63 North Canal Right of Way

Background:
The South Florida Water Management District (the "District") acquired property in 1973 for a portion of the L-63 North Canal Right of Way in Okeechobee County, identified as Tracts 41100-005 and 41100-006 (totaling 0.843 acres, more or less) on the attached map. The Florida Department of Transportation (FDOT) is implementing its State Road 70 Project F.P. No.: 1969042 (the "Project") in Okeechobee County which impacts the intersection of the SR70 Bridge with the L-63 North Canal Right of Way. The existing bridge encumbers 0.546 acres, more or less, and is owned in fee by FDOT, subject to the District's Right of Way Occupancy Permit Number 4398 dated October 2, 1970, identified as Tract 41100-009 on the attached map. FDOT's Project includes widening of State Road 70 from two to four lanes, and the replacement of the existing bridge over the L-63 North Canal Right of Way. FDOT has requested the District to convey in fee to FDOT the 0.843 acres, more or less, required for their Project purposes for an appraised value of $108,200.

The District has agreed to the conveyance of the 0.843 acres, more or less, subject to a reserved Canal Right of Way Easement upon payment to the District of $108,200 and the conveyance from FDOT of a Canal Right of Way Easement with respect to the 0.546 acres, more or less. This Canal Right of Way Easement will improve the quality of title to the portion of the District's L-63 North Canal Right of Way under the existing bridge. Additionally, FDOT is required to apply for and obtain a modification of the existing Right of Way Occupancy Permit Number 4398. FDOT and the District have agreed to these terms.

How this helps meet the District's 10-year Strategic Plan:
The receipt of $108,200 in consideration for this conveyance and the improvement in the District's quality of title for the L-63 Canal Right of Way is advantageous to the District's 10-year strategic plan.

Funding Source:
This item does not require the expenditure of District funds.

This Board item impacts what areas of the District, both resource areas and geography:

This activity will take place in Okeechobee County and will be implemented according to Right of Way Permitting requirements within the Land Resources Bureau, Operations, Maintenance and Construction Division.

What concerns could this Board item raise?
There are no concerns regarding this Board item as the terms, conditions and requirements of this proposed transaction are being addressed to the District's satisfaction.

Why should the Governing Board approve this item?
FDOT receives in fee the property needed for implementation of their Project F.P. No.: 1969042. The District receives compensation for the fee conveyance while retaining existing canal right of way easement rights and enhancing the quality of title for the area of the L-63 Right of Way under the existing State Road 70 bridge.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0802

A Resolution of the Governing Board of the South Florida Water Management District to authorize declaring surplus certain land interests within the L-63 North Canal Right of Way containing 0.843 acres, more or less, for conveyance to Florida Department of Transportation in fee, subject to a Canal Right of Way Easement to be reserved by the District, without reservation of interests provided under Florida Statute 270.11, in consideration of Florida Department of Transportation paying to the District $108,200 and conveying to the District a recordable Canal Right of Way easement in order to improve the quality of title with respect to a 0.546 acres, more or less, portion of the L-63 North Canal Right of Way; all located in Okeechobee County, Florida; subject to satisfaction of certain terms, conditions and requirements; providing an effective date. (OMC, Bruce Hall, ext. 6541)

WHEREAS, the South Florida Water Management District (the "District") owns 0.843 acres, more or less, in Okeechobee County that was acquired in 1973 for a portion of the L-63 North Canal Right of Way; and

WHEREAS, the Florida Department of Transportation (FDOT) is implementing its State Road 70 Project F.P. No.: 1969042, in Okeechobee County, which includes the widening of State Road 70 from two lanes to four lanes, and the replacement of the existing bridge over the District's L-63 North Canal Right of Way (hereinafter referred to as the "Bridge Project"); and

WHEREAS, FDOT has requested the District to convey in fee to FDOT 0.843 acres, more or less, as contained in Exhibit A-1 attached hereto, for an appraised value of $108,200, required for Project purposes; and

WHEREAS, the District has agreed to the conveyance of 0.843 acres, more or less, to FDOT, subject to a reserved Canal Right of Way Easement upon payment to the District of $108,200 and the conveyance from FDOT of a Canal Right of Way Easement with respect to 0.546 acres, more or less, as described in Exhibit B-1 hereto, in order to improve the quality of title to the District's existing L-63 North Canal Right of Way; and;

WHEREAS, pursuant to Section 270.11, Florida Statutes, the Governing Board chooses not to reserve its interest in certain phosphate, minerals, metals and petroleum rights in conjunction with the subject conveyance; and

WHEREAS, pursuant to Section 373.056(4), Florida Statutes, the South Florida Water Management District may convey land interests, not required for its purposes, to any governmental entity under terms and conditions as determined by the Governing Board; and

WHEREAS, as a condition to the District consummating the transaction contemplated herein, FDOT must comply with all District permitting requirements, to the satisfaction of the District, including but not limited to applying for and obtaining right of way occupancy permitting approval under Chapter 40E-6, Florida Administrative Code, to modify Right of Way Occupancy Permit 4398 to approve the Bridge Project no later than August 1, 2014; and

WHEREAS, pursuant to Section 373.089(6), Florida Statutes, all lands acquired by the District prior to July 1, 1999 shall be considered to have been acquired for conservation purposes, and the Governing Board shall be required to determine the lands are not needed for conservation purposes and approve the surplus of any such lands by at least a two-thirds (2/3) majority.

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 as surplus and no longer needed for District purposes, those certain 0.843 acres, more or less, located in Okeechobee, Florida, described in Exhibit "A" attached hereto, and authorizes the conveyance thereof to FDOT, subject to a Canal Right of Way Easement reserved in favor of the District, in consideration of the payment of $108,200 to the District and the conveyance from FDOT to the District of a Canal Right of Way Easement with respect to 0.546 acres, more or less, as described in Exhibit B-1 hereto, in order to improve the quality of title to the District's existing L-63 North Canal Right of Way, all located in Okeechobee County, Florida.

Section 2. As a condition to the District consummating the transaction contemplated herein and delivering the Quitclaim Deed With Reserved Perpetual Right of Way Easement referenced in Section 4 below, FDOT must comply with all District permitting requirements, to the satisfaction of the District, including but not limited to applying for and obtaining right of way occupancy permitting approval under Chapter 40E-6, Florida Administrative Code, to modify Right of Way Occupancy Permit 4398 to approve the Bridge Project no later than August 14, 2014. There is no representation, guaranty or assurance made by the District that the District's Governing Board will in fact approve the issuance of any required District permits, and there is no obligation on the part of the District's Governing Board to approve the issuance of any required District permits. The District's review process for any required permits will be done

separate, independent and unfettered of the fact that the District has approved this Resolution and shall be in accordance with the District's applicable rules.

Section 3. Pursuant to Section 270.11, Florida Statutes, the Governing Board of the South Florida Water Management District hereby chooses not to reserve any interest in phosphate, minerals, metals, and petroleum, in, on or under said property.

Section 4. The Governing Board of the South Florida Water Management District has determined that the subject land interests are not needed for conservation purposes and approves this Resolution by a two-thirds (2/3) majority.

Section 5. The Governing Board of the South Florida Water Management District hereby authorizes the Chair to execute the Quitclaim Deed With Reserved Perpetual Right of Way Easement with respect to the 0.843 acres, more or less, parcel and the Perpetual Right of Way Easement with respect to the 0.546 acres, more or less, parcel, all in substantially the same form as attached hereto and made a part hereof as Exhibits "A-2" and "B-2" respectively, as well as all other documents necessary to consummate the transaction contemplated herein.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 15th day of August, 2013.

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-1"

F.P. NO. 1969042

SECTION 91070-000

PARCEL 103 (SFWMD Tract #41100-005)

RIGHT OF WAY

That portion of the southwest 1/4 of Section 13, Township 37 South, Range 35 East, Okeechobee County, Florida.

Being described as follows:

Commence at the northeast corner of the northwest 1/4 of said Section 13; thence along the east line of said northwest 1/4 and the east line of the southwest 1/4 of said Section 13, South 00°12'29" East a distance of 2,804.57 feet to the survey base line of State Road 70; thence along said survey base line South 82°28'55" West a distance of 232.14 feet; thence North 07°30'00" West a distance of 33.00 feet to the north existing right of way line of said State Road 70 (per Section 91070-2509), also the southeast corner of that certain property acquired by South Florida Water Management District (per Official Records Book 151, Page 937, Public Records of Okeechobee County, Florida) for a POINT OF BEGINNING; thence along said north existing right of way line South 82°28'55" West a distance of 360.00 feet to the west line of L-63(N), also being the southwest corner of that certain property acquired by South Florida Water Management District (per Official Records Book 151, Page 937, Public Records of Okeechobee County, Florida); thence along said west line of L-63(N), North 07°30'00" West a distance of 123.86 feet; thence North 82°28'55" East a distance of 36.13 feet; thence South 07°31'05" East a distance of 37.86 feet; thence North 82°28'55" East a distance of 323.86 feet to the east line of said L-63(N); thence along said east line South 07°30'00" East a distance of 86.00 feet to the POINT OF BEGINNING.

Containing 0.742 acres, (32,328 square feet).

Legal Description Approved by:

Michael A. Cocking, P.L.S. #5275
Date 06/26/2013
NOT VALID UNLESS EMBOSSED

EXHIBIT "A"
Page 1 of 4

Attachment: Exhibit A-1 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

F.P. NO. 1969042

SECTION 91070-000

PARCEL 111 (SFWMD Tract #41100-006)

RIGHT OF WAY

A) That portion of the southwest 1/4 of Section 13, Township 37 South, Range 35 East, Okeechobee County, Florida.

Being described as follows:

Commence at the northeast corner of the northwest 1/4 of said Section 13; thence along the east line of said northwest 1/4 and the east line of the southwest 1/4 of said Section 13, South 00°12'29" East a distance of 2,804.57 feet to the survey base line of State Road 70; thence along said survey base line South 82°28'55" West a distance of 480.98 feet; thence South 07°31'05" East a distance of 33.00 feet to the south existing right of way line of said State Road 70 (per Section 91070-2509) for a POINT OF BEGINNING; thence continue South 07°31'05" East a distance of 8.00 feet; thence South 82°28'55" West a distance of 79.88 feet; thence South 07°31'05" East a distance of 44.03 feet; thence South 82°28'55" West a distance of 36.60 feet to the west line of L-63(N); thence along said west line North 07°30'00" West a distance of 52.03 feet to said south existing right of way line, also being the northwest corner of that certain property acquired by South Florida Water Management District (per Official Records Book 146, Page 431, Public Records of Okeechobee County, Florida); thence along said south existing right of way line North 82°28'55" East a distance of 116.46 feet to the POINT OF BEGINNING.

Containing 0.058 acres (2,543 square feet).

ALSO

B) That portion of the southwest 1/4 of Section 13, Township 37 South, Range 35 East, Okeechobee County, Florida.

Being described as follows:

Attachment: Exhibit A-1 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

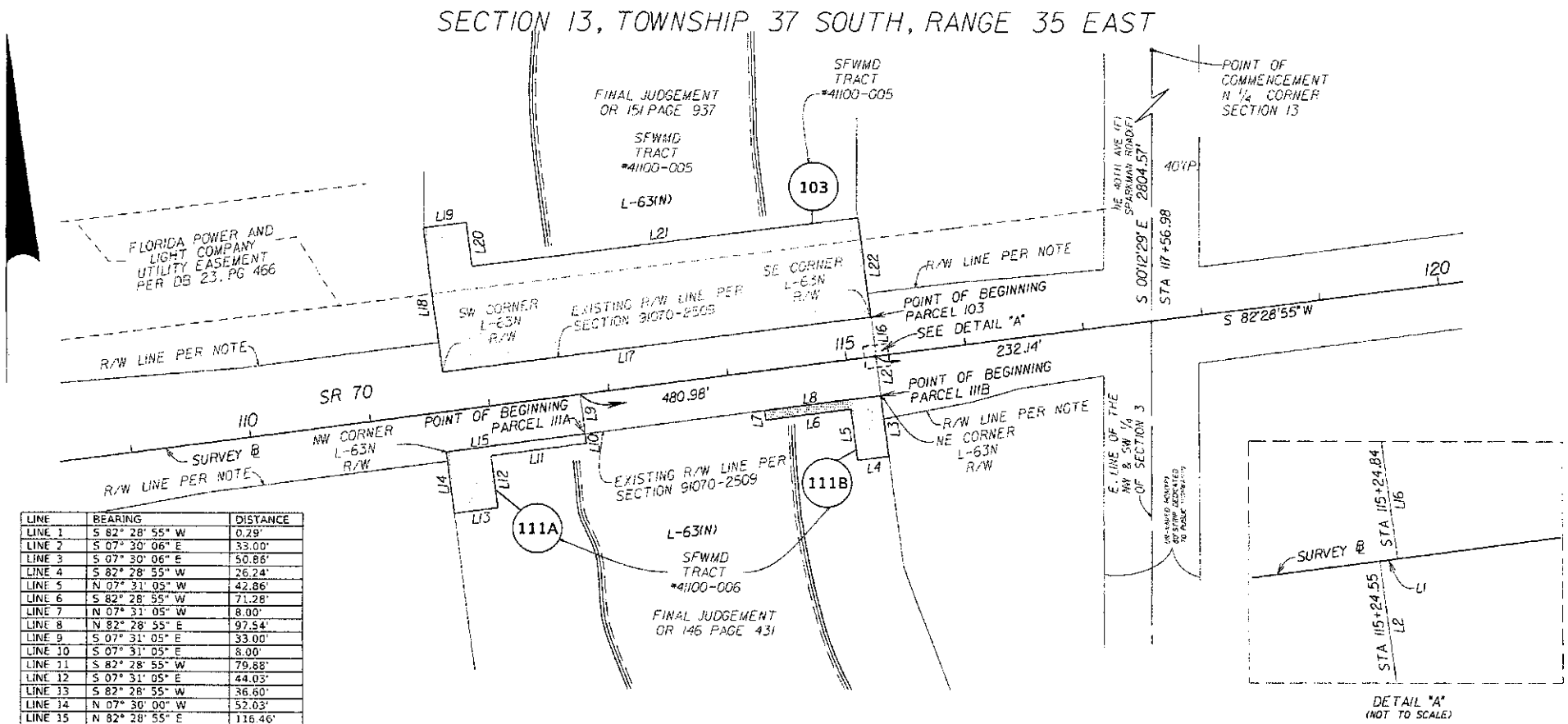
Commence at the northeast corner of the northwest 1/4 of said Section 13; thence along the east line of said northwest 1/4 and the east line of the southwest 1/4 of said Section 13, South 00°12'29" East a distance of 2,804.57 feet to the survey base line of State Road 70; thence along said survey base line South 82°28'55" West a distance of 232.43 feet; thence South 07°30'06" East a distance of 33.00 feet to the south existing right of way line of said State Road 70 (per Section 91070-2509), also being the northeast corner of that certain property acquired by South Florida Water Management District (per Official Records Book 146, Page 431, Public Records of Okeechobee County, Florida) for a POINT OF BEGINNING; thence along the east line of L-63(N), continue South 07°30'06" East a distance of 50.86 feet; thence South 82°28'55" West a distance of 26.24 feet; thence North 07°31'05" West a distance of 42.86 feet; thence South 82°28'55" West a distance of 71.28 feet; thence North 07°31'05" West a distance of 8.00 feet to said south existing right of way line; thence along said south existing right of way line North 82°28'55" East a distance of 97.54 feet to the POINT OF BEGINNING.

Containing 0.043 acres (1,905 square feet).

Legal Description approved by:

Michael A. Cocking, PSL.S. #5275
Date: 6/26/2013
NOT VALID UNLESS EMBOSSED

EXHIBIT "A"
Page 3 of 4



LINE	BEARING	DISTANCE
LINE 1	S 82° 28' 55" W	0.29'
LINE 2	S 07° 30' 06" E	33.00'
LINE 3	S 07° 30' 06" E	50.86'
LINE 4	S 82° 28' 55" W	26.24'
LINE 5	N 07° 31' 05" W	42.86'
LINE 6	S 82° 28' 55" W	71.28'
LINE 7	N 07° 31' 05" W	8.00'
LINE 8	N 82° 28' 55" E	97.54'
LINE 9	S 07° 31' 05" E	33.00'
LINE 10	S 07° 31' 05" E	8.00'
LINE 11	S 82° 28' 55" W	79.88'
LINE 12	S 07° 31' 05" E	44.03'
LINE 13	S 82° 28' 55" W	36.60'
LINE 14	N 07° 30' 00" W	52.03'
LINE 15	N 82° 28' 55" E	116.46'
LINE 16	N 07° 30' 00" W	33.00'
LINE 17	S 82° 28' 55" W	360.00'
LINE 18	N 07° 30' 00" W	123.86'
LINE 19	N 82° 28' 55" E	36.13'
LINE 20	S 07° 31' 05" E	37.86'
LINE 21	N 82° 28' 55" E	323.86'
LINE 22	S 07° 30' 00" E	86.00'

NOTE: EXISTING R/W LINE PER FDOT MAINTENANCE MAP, SECTION 91070, AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ROAD PLAT BOOK 2, PAGES 57-63.

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

STATE ROAD NO. 70 — OKEECHOBEE COUNTY

	BY	DATE
DRAWN	JTW	05/31/2013
CHECKED	MAC	05/13/2013

PREPARED BY: F.D.O.T.

DATA SOURCE: F.D.O.T. R/W MAP

F.P. NO. 1969042 — SECTION 91070-000 — SHEET 4 OF 4

This instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: L-63N
Tracts: 41-100-005 & 41-100-006

QUITCLAIM DEED
WITH RESERVED
PERPETUAL CANAL RIGHT OF WAY EASEMENT

THIS INDENTURE made this _____ day of _____, 2013, between the **South Florida Water Management District**, the Grantor, whose mailing address is 3301 Gun Club Road, West Palm Beach, FL 33406, Palm Beach County, and **State of Florida Department of Transportation**, the Grantee, with its principal office at P. O. Box 1249, Bartow, Florida 33831-1249.

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in Okeechobee County, State of Florida, to wit (hereinafter referred to as the "Premises"):

See Exhibit "A" attached hereto and made a part hereof.

Reserving in favor of Grantor the following Perpetual Canal Right of Way Easement (hereinafter referred to as "Easement"):

Grantor hereby reserves in favor of Grantor, its successors and assigns, a perpetual easement in, over, across, on, under and through the Premises for any and all purposes deemed by the Grantor to be necessary, convenient, incident to, or in connection with: (a) the construction, operation and maintenance of a channel/canal ; (b) the provision of water storage for beneficial purposes; (c) prevention of damage from floods, soil erosion, and excessive drainage; (d) minimization of the degradation of water resources caused by the discharge of stormwater; (e) the construction, maintenance, replacement and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes that may be conducted now or in the future by the Grantor in carrying out the purposes and intents of the Statutes of the State of Florida relating to the South

Attachment: Exhibit A-2 (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

Florida Water Management District presently existing or that may be enacted in the future pertaining thereto; (f) performing and satisfying all duties, responsibilities, obligations and requirements that Grantor has as local sponsor to the United States Army Corps of Engineers with respect to the Central and Southern Florida Flood Control Project, including but not limited all duties, responsibilities, obligations and requirements under Federal and State law. In connection with and pursuant to the foregoing purposes, Grantor's rights hereunder with respect to the Premises shall include but not limited to the right to: (1) maintain, operate, clean out, straighten, enlarge, or change the course of the canal located within the Premises; (2) provide such canals, levees, sluiceways, holding basins, floodways, pumping stations, and other Works (as hereinafter defined) and facilities which the Governing Board of the Grantor may deem necessary; (3) establish, maintain, and regulate water levels in the canal located within the Premises; (4) remove any structure, vegetation or other obstruction necessary for the construction, maintenance, and operation of the Works of the Grantor; (5) store fill during construction; and (6) hold and have full control over the Works and rights-of-way of the Grantor. "Works" of the Grantor means those projects and works, including, but not limited to, structures, impoundments, wells, streams, canals and other watercourses, together with accompanying lands, which have been officially adopted by the Governing Board of the Grantor as works of the Grantor. The Grantor shall not take any actions that will affect the safety, integrity, maintainability or structural stability of the bridges.

Together with a perpetual exclusive easement for access, ingress and egress in, over, on, across, under, above and through the Premises.

Together with title to all such materials as may be excavated, dredged or otherwise removed from the Premises in connection with any of the purposes above mentioned.

The easements and the rights herein reserved, or any portion thereof, may be assigned by the Grantor for use in connection with any of the purposes above mentioned. It is contemplated that Grantor will utilize contractors, subcontractors, Grantor's employees, and other government entities, including but not limited to the United States Army Corps of Engineers, as well as its contractors, subcontractors and employees, in connection with Grantor's exercise of the interests, rights, privileges, and powers reserved by Grantor under this Easement.

Grantee acknowledges that no structures, vegetation or other improvements may be constructed, planted or installed with respect to the Premises except in accordance with and subject to Grantor's rules and regulations, including but not limited to right of way permitting requirements. Grantee hereby acknowledges that its existing bridge for State Road 70

contained within the Premises is authorized by and subject to South Florida Water Management District Right of Way Occupancy Permit Number: 4398, as modified. Grantor shall not hold the Grantee responsible for unauthorized access from Grantee's Right of Way into Grantor's Right of Way.

All of the covenants, agreements, easements and rights herein contained shall extend to, benefit and be binding upon the parties hereto and their respective successors and assigns.

The easements reserved herein shall constitute easements running with the land and shall burden the Premises.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed With Reserved Perpetual Canal Right of Way Easement has been executed by the Grantor the date first above written.

GRANTOR:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Dan O'Keefe, Chair

(Corporate Seal)

ATTEST:

_____
Jacki McGorty, Secretary/District Clerk

Legal Form Approved:

By: _____
Andrew Ross, Office of Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Dan O'Keefe as Chair and Jacki McGorty as Secretary/District Clerk, of the Governing Board of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statues, on behalf of the South Florida Water Management District, who are personally known to me.

_____
Notary Public
Print: _____
My Commission Expires:

Attachment: Exhibit A-2 (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

Executed in our presence
as witness:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
District Secretary/Designee District One

_____
Print Name

Attest:_____

Name/Title _____

Legal Review:

_____
District Counsel

_____
Print Name

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

_____
Notary Signature

_____
Printed Name

Notary Public in and for the County as State last aforesaid.
My Commission Expires:

_____
Serial No._____

Quitclaim Deed
App. O.C. April, 1996

Attachment: Exhibit A-2 (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

Exhibit "B-1"

F.P. NO. 1969042

SECTION 91070-000

PARCEL 850

(SFWMD Tract #41100-009)

PERPETUAL CANAL RIGHT OF WAY EASEMENT

That portion of State Road 70 lying in the southwest 1/4 of Section 13, Township 37 South, Range 35 East, Okeechobee County, Florida.

Being described as follows:

Commence at the northeast corner of the northwest 1/4 of said Section 13; thence along the east line of said northwest 1/4 and the east line of the southwest 1/4 of said Section 13, South 00°12'29" East a distance of 2,804.57 feet to the survey base line of said State Road 70; thence along said survey base line South 82°28'55" West a distance of 232.14 feet for a POINT OF BEGINNING; thence South 07°30'00" East a distance of 33.00 feet to the south existing right of way line of said State Road 70 (per Section 91070-2509); thence along said south existing right of way line South 82°28'55" West a distance of 360.00 feet; thence North 07°30'00" West a distance of 66.00 feet to the north existing right of way line of said State Road 70 (per Section 91070-2509); thence along said north existing right of way line North 82°28'55" East a distance of 360.00 feet; thence South 07°30'00" East a distance of 33.00 feet to the POINT OF BEGINNING.

Containing 0.546 acres (23,760 square feet).

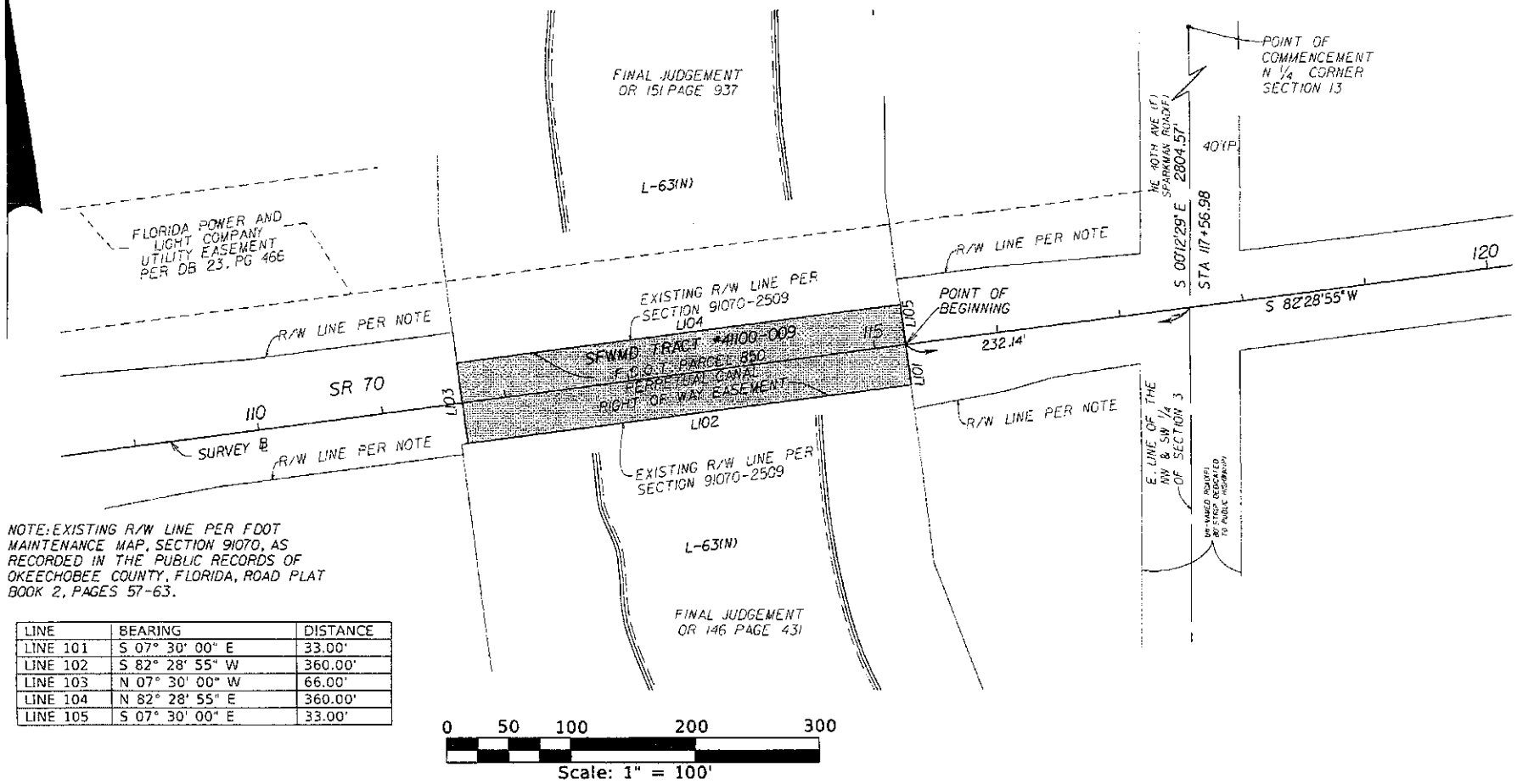
Legal Description Approved by:

Michael A. Cockrell P.L.S. #5275
Date 6/11/2013
NOT VALID UNLESS EMBOSSED

EXHIBIT "A"
Page 1 of 2

Attachment: Exhibit B-1 (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

SECTION 13, TOWNSHIP 37 SOUTH, RANGE 35 EAST



NOTE: EXISTING R/W LINE PER FDOT MAINTENANCE MAP, SECTION 91070, AS RECORDED IN THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, ROAD PLAT BOOK 2, PAGES 57-63.

LINE	BEARING	DISTANCE
LINE 101	S 07° 30' 00" E	33.00'
LINE 102	S 82° 28' 55" W	360.00'
LINE 103	N 07° 30' 00" W	66.00'
LINE 104	N 82° 28' 55" E	360.00'
LINE 105	S 07° 30' 00" E	33.00'

0 50 100 200 300

Scale: 1" = 100'

FLORIDA DEPARTMENT OF TRANSPORTATION

PARCEL SKETCH - NOT A SURVEY

REVISION	BY	DATE

	BY	DATE
DRAWN	ITW	05/31/13
CHECKED	MAC	05/31/13

STATE ROAD NO. 70 — OKEECHOBEE COUNTY

PREPARED BY: F.D.O.T.

DATA SOURCE: F.D.O.T. R/W MAP

F.P. NO. 1969042 — SECTION 91070-000 — SHEET 2 OF 2

Exhibit "B-2"

LAN 06

This instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road, P. O. Box 24680
West Palm Beach, FL 33416-4680

Project: L-63N
Tract: 41100-009

PERPETUAL CANAL RIGHT OF WAY EASEMENT

THIS PERPETUAL CANAL RIGHT OF WAY EASEMENT ("Easement") is made this _____ day of _____, 2013, by _____, whose mailing address is **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, (hereinafter referred to as the "Grantor"), in favor of the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, its successors and assigns (hereinafter referred to as the "Grantee").

WITNESSETH:

For Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, bargains and conveys to the Grantee, an exclusive perpetual easement in, over, across, on, under and through the real property located in Okeechobee County, Florida, described as follows ("Easement Parcel"):

See Exhibit "A" attached hereto and made a part hereof

for any and all purposes deemed by the Grantee to be necessary, convenient, incident to, or in connection with: (a) the construction, operation and maintenance of a channel/canal ; (b) the provision of water storage for beneficial purposes; (c) prevention of damage from floods, soil erosion, and excessive drainage; (d) minimization of the degradation of water resources caused by the discharge of stormwater; (e) the construction, maintenance, replacement and operation of any project in the interest of flood control, reclamation, conservation, water storage and allied purposes that may be conducted now or in the future by the Grantee in carrying out the purposes and intents of

Attachment: Exhibit B-2 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

the Statutes of the State of Florida relating to the **South Florida Water Management District** presently existing or that may be enacted in the future pertaining thereto; (f) performing and satisfying all duties, responsibilities, obligations and requirements that Grantee has as local sponsor to the United States Army Corps of Engineers with respect to the Central and Southern Florida Flood Control Project, including but not limited all duties, responsibilities, obligations and requirements under Federal and State law. In connection with and pursuant to the foregoing purposes, Grantee's rights hereunder with respect to the Easement Parcel shall include but not limited to the right to: (1) maintain, operate, clean out, straighten, enlarge, or change the course of the canal located within the Easement Parcel; (2) provide such canals, levees, sluiceways, holding basins, floodways, pumping stations, and other Works (as hereinafter defined) and facilities which the Governing Board of the Grantee may deem necessary; (3) establish, maintain, and regulate water levels in the canal located within the Easement Parcel; (4) remove any structure, vegetation or other obstruction necessary for the construction, maintenance, and operation of the Works of the Grantee; (5) store fill during construction; and (6) hold and have full control over the Works and rights-of-way of the Grantee. "Works" of the Grantee means those projects and works, including, but not limited to, structures, impoundments, wells, streams, canals and other watercourses, together with accompanying lands, which have been officially adopted by the Governing Board of the Grantee as works of the Grantee. The Grantee shall not take any actions that will affect the safety, integrity, maintainability or structural stability of the bridges.

Together with a perpetual exclusive easement for access, ingress and egress in, over, on, across, under, above and through the Easement Parcel.

Together with title to all such materials as may be excavated, dredged or otherwise removed from the Easement Parcel in connection with any of the purposes above mentioned.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining to the use, benefit and behoof of the Grantee forever.

The easements and the rights herein granted, or any portion thereof, may be assigned by the Grantee for use in connection with any of the purposes above mentioned. It is contemplated that Grantee will utilize contractors, subcontractors, Grantee's employees, and other government entities, including but not limited to the United States Army Corps of Engineers, as well as its contractors, subcontractors and employees, in connection with Grantee's exercise of the interests, rights, privileges, and

powers conveyed and granted to Grantee under this Easement.

Grantor acknowledges that no structures, vegetation or other improvements may be constructed, planted or installed with respect to this Easement Parcel except in accordance with and subject to Grantee's rules and regulations, including but not limited to right of way permitting requirements. Grantor hereby acknowledges that its existing bridge for State Road 70 contained within the Easement Parcel is authorized by and subject to South Florida Water Management District Right of Way Occupancy Permit Number: 4398, as modified. Grantee shall not hold the Grantor responsible for unauthorized access from Grantor's Right of Way into Grantee's Right of Way.

All of the covenants, agreements, easements and rights herein contained shall extend to, benefit and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors and assigns.

The easements granted herein shall constitute easements running with the land and shall burden the Easement Parcel. Grantor hereby warrants, represents and covenants to Grantee that it is lawfully seized of the Easement Parcel in fee simple; that it has good right and lawful authority to grant the easements herein granted; that it hereby fully warrants the title to the easements herein granted and will defend the same against the lawful claims of all persons whomsoever; and that the Easement Parcel is free of all encumbrances.

Attachment: Exhibit B-2 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

IN WITNESS WHEREOF, this Perpetual Canal Right of Way Easement has been executed by the Grantor whose hand and seal is affixed hereto, the date first above written.

Executed in our presence
as witness:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

GRANTOR:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
District Secretary/Designee
District One

_____
Print Name

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

_____
Print Name

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

_____
Notary Signature

_____
Print Name

Notary Public in and for the County and State last aforesaid.
My Commission Expires:

_____
Serial No.: _____

Attachment: Exhibit B-2 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

GRANTEE:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Dan O'Keefe, Chair

(Corporate Seal)

ATTEST:

_____
Jacki McGorty,
Secretary/District Clerk

Legal Form Approved:

By: _____
Andrew Ross, Office of Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Dan O'Keefe as Chair and Jacki McGorty as Secretary/District Clerk, of the Governing Board of the South Florida Water Management District, a governmental entity created by Chapter 373, Florida Statues, on behalf of the South Florida Water Management District, who are personally known to me.

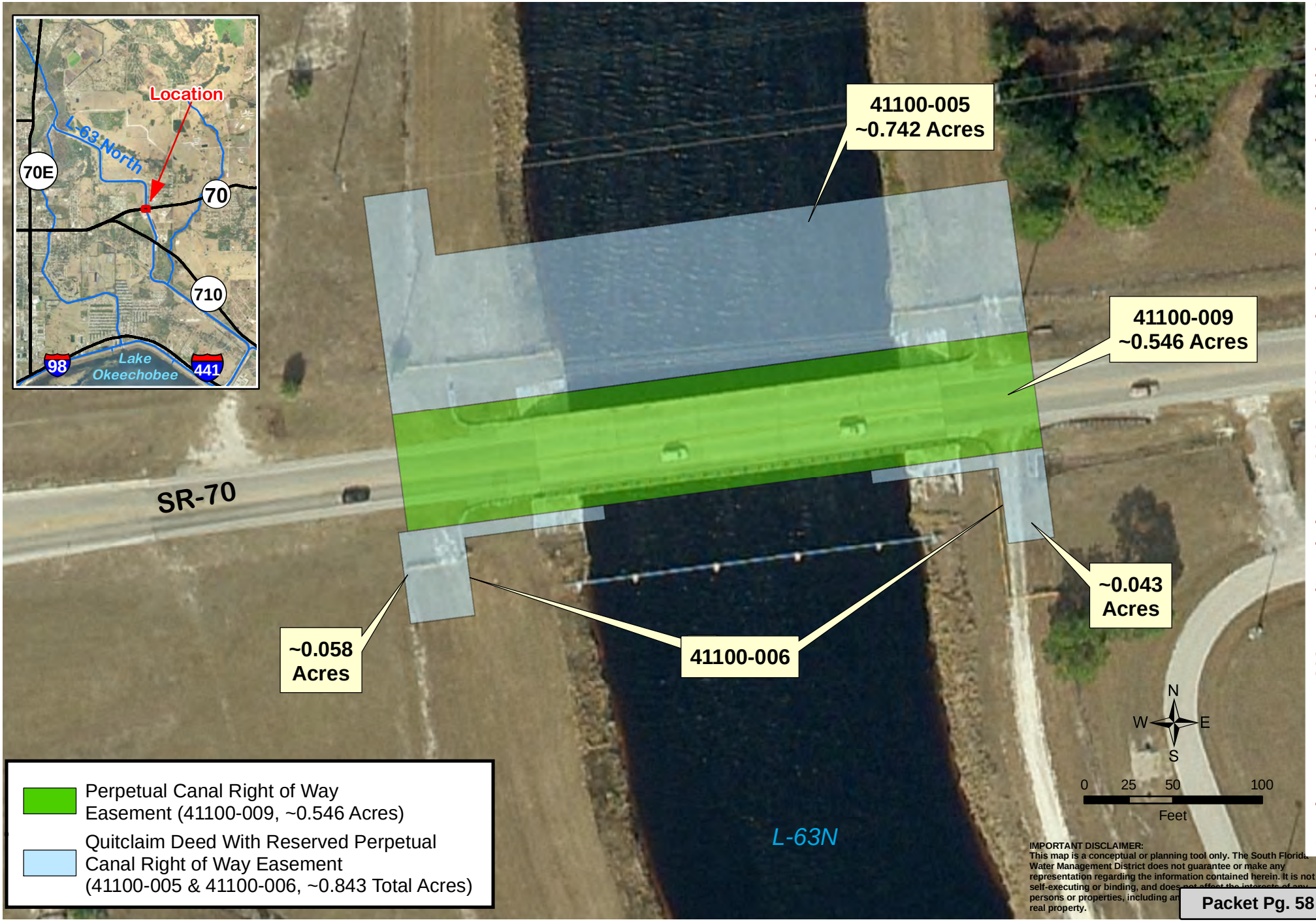
_____
Notary Public
Print: _____
My Commission Expires:

c:\data\ar\forms\roweas.cnl

Attachment: Exhibit B-2 (3) (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63 North Canal Right of Way)

L-63 North Canal Right of Way at State Road 70

Okeechobee County



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 real property.

For copies of this map (ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\proj\fieldsta\am\GB_OkeeFieldROW_7292013.mxd) produced on 7/29/2013 by SMF, contact the Real Estate Section

Attachment: ca_om_202_map (Resolution No. 2013 - 0802 : Authorize declaring surplus within the L-63

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Cooperative Agreement 46000000961-A04 with FWC to provide public use and land management services

Background:
Since 1991, agreements have been executed with the Florida Fish and Wildlife Conservation Commission to provide public use and land and wildlife management services on District properties. These agreements have provided cost-effective public use and land management support on District lands and have reduced the need for additional staffing within the Land Stewardship Section.

The current agreement funds the salaries and operational expenses of two full time wildlife biologists whose services are directed towards managing public use and performing land and wildlife management functions on the Dupuis and CREW Wildlife and Environmental Areas. These professional level positions are currently responsible for establishing and running public use programs, developing area specific public use regulations, assisting with land management activities, and providing wildlife management services on District lands. In addition to securing the services of these full-time biologists, this agreement also provides funding for the operation of hunter check stations and the administration of regulated public waterfowl hunts on STA 1W, STA 2, STA 3/4 and STA 5/6, in accordance with District protocol, and for managing public use on an additional 136,680 acres of District property established by the Florida Fish and Wildlife Conservation Commission as Wildlife Management Areas or similar property designations under the wildlife management area system. Approval of amendment A04 will extend and provide funding for this agreement for an additional three year period and will help assure District lands and public recreation is managed in an environmentally acceptable manner.

How this helps meet the District's 10-year Strategic Plan:
This item will provide public use and land management support to ensure District properties and associated wildlife resources are managed properly and the public is provided appropriate recreational use opportunities.

Funding Source:
Funding for the next three years of the agreement will be in an amount not to exceed $670,200 of which a total of $219,000 ($49,000 in ad valorem funds and $170,000 in lease revenue funds) will be subject to Governing Board approval of the FY14 budget and the remainder will be subject to Governing Board approval of the FY15 and FY16 budgets.

This Board item impacts what areas of the District, both resource areas and geography:
The subject areas include the Dupuis, CREW, Allapattah, Southern Glades, KICCO, Hickory Hammock, Kissimmee River, Kissimmee Chain of Lakes, Lake Marion Creek, Hungryland, and the Storm Water Treatment Area properties. These properties are located within Miami-Dade, Collier, Lee, Palm Beach, Martin, Glades, Hendry, Okeechobee, Highlands, Polk and Osceola counties. The contract will be administered by the Land Stewardship Section within the Field Operations and Land Management Division.

What concerns could this Board item raise?
The contract provides funding for public use and land and wildlife management services provided by another entity to augment the functions performed by the Land Stewardship Section.

Why should the Governing Board approve this item?
Approval of this item will provide the District cost-effective public use and land and wildlife management services necessary for the proper management of District lands that otherwise could not be provided by the Land Stewardship Section with existing staff. These types of cooperative management agreements with state agencies are encouraged under State Statute 373.1391 as a means to provide for the coordinated and cost-effective management of lands titled to the water management districts.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0803

A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment to cooperative agreement 46000000961 with the Florida Fish and Wildlife Conservation Commission to continue providing public use and land and wildlife management services on District lands to extend the term by three (3) years from October 1, 2013 to September 30, 2016, in an amount not to exceed $670,200 of which $219,000 in ad valorem and non-ad valorem funds (lease revenue funds) are subject to Governing Board approval of the FY14 budget and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date. (OMC, Steve Coughlin, ext. 2603)

WHEREAS, the Governing Board of the South Florida Water Management District has determined it is necessary, appropriate and in the public interest to authorize an amendment to cooperative agreement 45000000961 with the Florida Fish and Wildlife Conservation Commission to continue providing public use and land and wildlife management services on District lands and to extend the term by three (3) years from October 1, 2013 to September 30, 2016, in an amount not to exceed $670,200 of which $219,000 in ad valorem funds and non-ad valorem funds (lease revenue funds) are subject to Governing Board approval of the FY14 budget 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 authorizes the execution of cooperative agreement 46000000961-A04 with the Florida Fish and Wildlife Conservation Commission.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Cooperative Agreement C-10162-A12/3600000000 with the FWC to provide law enforcement services

Background:
In 1999, the District entered into a twenty-five year agreement with the Florida Fish and Wildlife Conservation Commission to patrol and provide law enforcement services on District lands. The purpose of these patrols is to enforce the District 40E-7 Public Use Rule and State and Federal rules and regulations pertaining to resource protection, access, and public use on District lands. These patrols have been effective in addressing and preventing illegal activities such as target shooting, dumping, unauthorized vehicle use, illegal taking of wildlife, and vandalism on District property. The services provided under this agreement include providing law enforcement patrols and special details on District property that otherwise could not be provided by the Florida Fish and Wildlife Conservation Commission due to staffing limitations and competing priorities for environmental law enforcement support. This amendment provides funding for equipment and labor costs necessary to provide the requested law enforcement services on behalf of the District for an additional three year period.

How this helps meet the District's 10-year Strategic Plan:
This item will provide law enforcement support to ensure District lands are properly protected and will facilitate the management of public access and recreation in accordance with approved public use directives and regulations for District lands.

Funding Source:
Funding for the next three years of the agreement will be in an amount not to exceed $1,276,650 of which a total of $351,650 ($139,000 in Ad Valorem Funds, $107,650 in Wetlands Mitigation Funds, and 105,000 in lease revenue funds) will be subject to Governing Board approval in the FY14 budget and the remainder will be subject to Governing Board approval in the FY15 and FY16 budgets.

This Board item impacts what areas of the District, both resource areas and geography:
The law enforcement services provided by this item will be utilized on the Stormwater Treatment Areas as well as mitigation, conservation, and project lands located throughout the District. The Land Stewardship Section will coordinate all contracted law enforcement activities and will administer the provisions of the cooperative agreement.

What concerns could this Board item raise?

Management of resources and public recreation on District property could be negatively impacted if an adequate law enforcement presence is not provided on District lands.

Why should the Governing Board approve this item?
Approval of this item will provide the necessary law enforcement support to provide resource protection on District lands and to assure public use and the implementation of the District's public use policy are conducted in a safe and lawful manner.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0804

A Resolution of the Governing Board of the South Florida Water Management District to authorize an amendment to cooperative agreement C-10162 / 3600000000 with the Florida Fish and Wildlife Conservation Commission for law enforcement services on District lands to provide funding for the next three (3) years of the agreement in an amount not to exceed $1,276,650 of which $351,650 in ad valorem and non-ad valorem funds (Wetland Mitigation Fund and lease revenue funds) are subject to Governing Board approval of the FY14 budget and the remainder is subject to Governing Board approval of the FY15 and FY16 budgets; providing an effective date. (OMC, Steve Coughlin, ext. 2603)

WHEREAS, the Governing Board of the South Florida Water Management District determines it is necessary, appropriate and in the public interest to authorize an amendment to cooperative agreement C-10162 / 3600000000 with the Florida Fish and Wildlife Conservation Commission for law enforcement services on District lands and to provide funding for the next three (3) years of the agreement in an amount not to exceed $1,276,650 of which $351,650 in ad valorem funds and non-ad valorem funds (Wetland Mitigation Fund and lease revenue funds) are subject to Governing Board approval of the FY14 budget 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 authorizes the execution of C-10162-A12 / 3600000000 with the Florida Fish and Wildlife Conservation Commission.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Jeff Kivett, Division Director

DATE: August 15, 2013

SUBJECT: Cooperative Agreement for Surveying Services - Contract Number 4600002891

Background
In the past the District has utilized a cost share cooperative agreements with the Florida Department of Environmental Protection (FDEP) to provided critical elevation data using conventional methods and Global Positioning Survey (GPS) control throughout the District. These projects are crucial to accomplishing the District mission. The leveling data will be used by the modelers and scientists to help control critical projects. The FDEP has the staff, experience, expertise and specialized instrumentation to perform the conventional and GPS mapping on projects. All Surveys are completed pursuant to Chapter 472 of the Florida Statutes.

Core Mission and Strategic Priorities:
This Agreement will help meet the Mission Support Goal by ensuring the integrity of vertical and horizontal survey data within the District.

Funding Source:
This is a five (5) year contract with Florida Department of Environmental Protection (FDEP) for a not-to-exceed amount of $300,000 and is subject to Governing Board approval of the FY14-FY18.

Staff Recommendation
The Cooperative Agreement with FDEP will attain a variety of professional services or objectives by providing horizontal and vertical control for District projects. This ties to the CERP Geodetic Vertical Control project and is fully compatible. This assures that projects will be completed on the same datum's.

If you have any questions, please call Jeff Kivett at ext. 2680 or Tommy Strowd at ext. 6998.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0805

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a five (5) year Cooperative Agreement with the Florida Department of Environmental Protection for Surveying Services in an amount not-to-exceed $300,000, subject to Governing Board approval of the FY14-FY18 budgets; providing an effective date. (Contract Number 4600002891) (OMC, Howard Ehmke ext. 2978)

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 five (5) year Cooperative Agreement with the Florida Department of Environmental Protection for Surveying Services in an amount not-to-exceed $300,000, and is subject to Governing Board approval of the FY14-FY18 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 authorizes the execution of cooperative agreement 4600002891 with the Florida Department of Environmental Protection.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

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M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Rolling Meadows Property for 2013-14 Hunting Season

Background:
The agenda item proposes authorizing the Florida Fish and Wildlife Conservation Commission to re-incorporate approximately 1800 acres of the Rolling Meadows land tract into the existing Kissimmee Chain of Lakes Managed Area for the 2013-14 hunting season. The Kissimmee Chain of Lakes Managed Area is managed in partnership with the Florida Fish and Wildlife Conservation Commission and is composed of various properties purchased to accommodate increased stage levels in the Kissimmee Chain of Lakes in support of the Kissimmee River restoration project.

The Rolling Meadows property is located in Polk County on the south shore of Lake Hatchineha. The property will be restored in accordance with an agreement among water utilities in Central Florida and the District to fulfill wetland mitigation requirements. Construction activities to implement the restoration plan are scheduled to begin in the latter part of 2014. This property was previously incorporated by the Florida Fish and Wildlife Conservation Commission into the existing Kissimmee Chain of Lakes Managed Area for the interim 2012-13 fall hunting season.

Based on the availability of the property for public use prior to the on-set of construction, staff recommends re-incorporating this area into the existing Kissimmee Chain of Lakes Managed Area. The Florida Fish and Wildlife Conservation Commission is supportive of re-incorporating this area to provide hunting and other recreational uses during the 2013-14 fall hunting season. Site specific rules for the interim use of this area would allow hunting and other uses to occur on weekends only during the 2013-14 fall hunting season and would prohibit the use of motorized vessels and vehicles, center-fire and rim-fire rifles, and the use of dogs for hog hunting. The Florida Fish and Wildlife Conservation Commission would remove the property from the Kissimmee Chain of Lakes Managed Area following the close of the 2013-14 hunting season in response to planned construction activities. Future recreation opportunities and area specific regulations would be evaluated upon completion of the restoration project.

How this helps meet the District's 10-year Strategic Plan:
The proposed activities would provide additional public recreational opportunities on District property in support of the District's 10-year strategic plan.

Funding Source:

This item does not require the expenditure of additional District funds.

This Board item impacts what areas of the District, both resource areas and geography:
This activity will take place in Polk County and will be managed by the Land Resources Bureau within the Operations, Maintenance and Construction Division in cooperation with the Florida Fish and Wildlife Conservation Commission.

What concerns could this Board item raise?
Concerns of a general nature could be raised regarding opening this area to hunting. However, this site is in a remote area and hunting is an existing authorized activity administered by the Florida Fish and Wildlife Conservation Commission on the adjacent Kissimmee Chain of Lakes Managed Area.

Why should the Governing Board approve this item?
This proposal would increase recreational opportunities on District lands consistent with District policy and legislative directives.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0806

A Resolution of the Governing Board of the South Florida Water Management District authorizing the Florida Fish and Wildlife Conservation Commission to establish District lands consisting of approximately 1800 acres located in Polk County, as part of the Kissimmee Chain of Lakes Managed Area for the 2013-14 fall hunting season; subject to terms and conditions; providing an effective date. (OMC, Dan Cotter, ext. 2301)

WHEREAS, pursuant to Section 140-73 of the South Florida Water Management District Policies Code, "District lands shall be open to public recreational access and use activities as is practicable and in a manner consistent with legislative directives, intended uses, legal considerations, and resources"; and;

WHEREAS, the District owns the Rolling Meadows property in Polk County comprising of approximately 1800 acres, more or less, which lands are located in the Kissimmee Chain of Lakes Management Region, as identified on Exhibit "A" attached hereto and incorporated herein by reference (collectively, the "Properties"); and

WHEREAS, pursuant to Rule 40E-7.527, Florida Administrative Code, public hunting on District lands may only be established with the approval of the Governing Board, and such hunting shall be regulated, administered and enforced by the Florida Fish and Wildlife Conservation Commission (the "Commission"); and

WHEREAS, the Governing Board of the South Florida Water Management District has determined that it is necessary, appropriate, and in the public interest to authorize the Commission to establish the Properties as part of the Kissimmee Chain of Lakes Managed Area and allow hunting on the area in accordance with Rule 40E-7.527, Florida Administrative Code; 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 authorizes the Florida Fish and Wildlife Conservation Commission to establish the Properties as part of the Kissimmee Chain Of Lakes Managed Area on a temporary basis during the 2013-14 fall hunting season only on weekends and prohibit the use of

motorized vessels and vehicles, center-fire and rim-fire rifles, and dogs for hunting hogs consistent with Rule 40E-7.527, Florida Administrative Code. At the conclusion of the 2013-14 fall hunting season, the Properties will be closed for public use until further notice.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

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District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

Attachment: ca_om_205_Exh_A_map (Resolution No. 2013 - 0806 : Rolling Meadows

M E M O R A N D U M

TO: Governing Board Members

FROM: Terrie Bates, Director, Water Resources Division

DATE: August 15, 2013

SUBJECT: Southern Everglades/Florida Bay Submerged Aquatic Vegetation (SAV) Monitoring Agreement

Agenda Item Description
A five-year agreement with Miami-Dade County, Department of Regulatory and Economic Resources to continue a cooperative agreement to monitor submerged aquatic vegetation and water quality in the estuaries of Southern Biscayne Bay and Northern Florida Bay to evaluate the effects of operations and restoration projects associated with the South Dade Conveyance System, specifically S-197, S-18C, S-175, S-199, S-332 and S-332D in an amount not to exceed $570,000, subject to Governing Board approval of the FY2014-FY2018 budgets.

Background
Due to the large seagrass die-off during the late 1980's, the Submerged Aquatic Vegetation (SAV) habitat is considered the most important indicator of the status of the District's Southern Estuaries. The monitoring of SAV has been ongoing in Florida Bay and Southern Biscayne Bay since 1996. The presence of healthy SAV cover is central to maintaining and restoring fish populations and water quality. Vulnerability of the SAV was most recently documented during the 2005-2008 algal blooms along the U.S. 1 corridor. In Southern Biscayne Bay and Northern Florida Bay, the synergy of climate, water management and restoration can impact SAV habitat via S-197 discharges, overbank flow of the degraded southern levee of the C-111, flows down Taylor Slough and operations of the South Dade Conveyance System. This agreement continues the SAV and water quality monitoring with Miami-Dade County to evaluate the effects from operation of the South Dade Conveyance System, establish the Florida Bay Minimum Flows and Levels rule, provide ecologically important data and validate SAV simulation models within northeastern Florida Bay and the estuaries along the U.S. 1 corridor.

Core Mission and Strategic Priorities
This item is aligned with the District mission to balance and improve water quality, flood control, and natural systems. It supports multiple objectives within northeast Florida Bay and southern Biscayne Bay, including the evaluation of effects of water management on the natural system, of the effectiveness of the Florida Bay Minimum Flows and Levels rule, input to operations for improving management of the South Dade Conveyance System (specifically, S-197, S-18C, S-175, S-199, S-332 and S-332D), the reporting of system condition for RECOVER, and the documentation of a shifting base condition to evaluate the full C-111 Spreader Canal project when it is completely implemented.

Funding Source
The funding is from Florida Bay special revenue funds which are budgeted in FY14, and the request is $570,000 (distributed over five years), subject to Governing Board approval of the FY14-FY18 budgets.

Staff Recommendation
Staff recommends approval of this agreement, which will allow the District to collect data and analyze information pertaining to the effect of water management and restoration within the northeast Florida Bay and the southern Biscayne Bay estuaries.

If you have any questions, please call me at ext. 6952 or Linda Lindstrom at ext. 6820.

TB/am

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0807

A Resolution of the Governing Board of the South Florida Water Management District authorizing a five-year agreement with Miami-Dade County, Department of Regulatory and Economic Resources, for maintaining a South Florida Submerged Aquatic Vegetation and Water Quality Monitoring Network in an amount not to exceed $570,000 subject to Governing Board approval of the FY14 - FY18 budgets providing an effective date. (Contract No. 4600002913) (WR, Amanda McDonald, ext. 4648).

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 five-year agreement with Miami-Dade County, Department of Regulatory and Economic Resources, in the amount of $570,000, subject to Governing Board approval of the FY14-18 budgets, to continue a cooperative agreement to monitor submerged aquatic vegetation and water quality in the estuaries of Southern Biscayne Bay and Northern Florida Bay to evaluate the effects of operations and restoration projects associated with the South Dade Conveyance System.

WHEREAS, effects of water releases and altered water deliveries through operational plans or restoration projects upstream of Florida Bay, Manatee Bay, and Barnes Sound will be measured and documented by this work; **now therefore**

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of Contract Number 4600002913 with Miami-Dade County, Department of Regulatory and Economic Resources.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

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District Clerk/Secretary

Legal form approved:
By:

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Office of Counsel

Print name:

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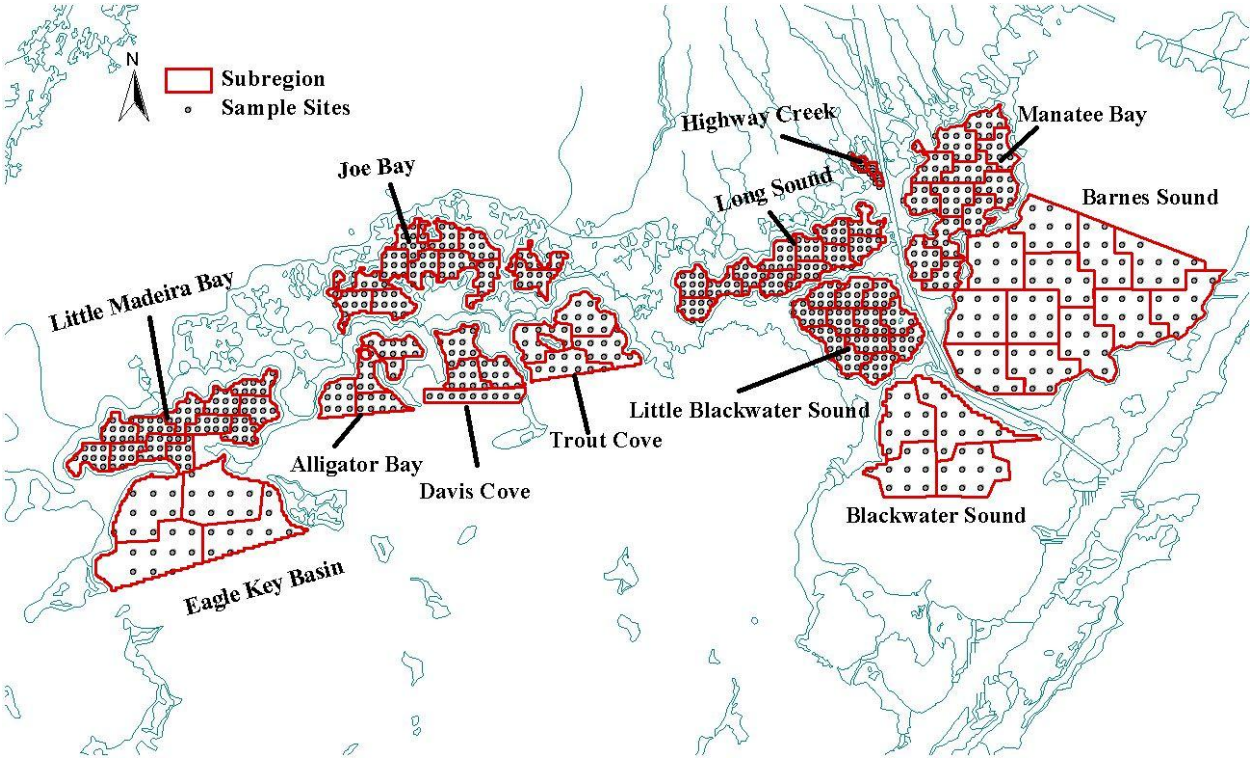

Figure 1 - South Florida Estuarine Submerged Aquatic Vegetation and Water Quality Monitoring Network sampling areas with sub-regions detailed by red polygons. The dots represent the potential sampling locations used up through 2013.

Attachment: ca_wr_200_ExhA_map (Resolution No. 2013 - 0807 : Southern Everglades/Florida Bay Submerged Aquatic Vegetation (SAV)

M E M O R A N D U M

TO: Governing Board Members

FROM: Terrie Bates, Director, Water Resources Division

DATE: August 15, 2013

SUBJECT: LILA Tree Island, Ridge, Slouth Studies and Site Management Contract with FIU

Agenda Item Description: A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Florida International University for the Loxahatchee Impoundment Landscape Assessment (LILA) tree island, ridge, slough studies and site management.

Background: The Comprehensive Everglades Restoration Plan (CERP), the Everglades Forever Act, and the Everglades Long-Term Plan depend on scientific and hydrologic studies to support decision-making for water management. This research intends to define flow regimes that will sustain a healthy Everglades ridge and slough ecosystem and reduce uncertainty in predicting ecosystem response.

This contract provides for site management and a series of experiments and monitoring within mesocosms at the District's 80-acre "living laboratory", the Loxahatchee Impoundment Landscape Assessment facility located at the Arthur R. Marshall Loxahatchee National Wildlife Refuge. The work conducted in this study will investigate: (1) the nature of carbon accumulation as a function of hydrology in the Everglades; (2) the role of flow in moving and/or depositing sediments; (3) the ability of tree islands to move and concentrate nutrients; (4) the flooding tolerance of tree island tree species, and (5) how ground water and surface water interact in support of healthy vegetation. This research will provide information on how a restored hydrology may influence tree islands and the ridge and slough landscape. This contract also helps to provide the logistical and maintenance support that is necessary to insure the coordination of these experiments into the greater LILA work plan, and to assist in the daily operation of the facility.

Core Mission and Strategic Priorities: The research conducted at LILA supports the goals within the District Everglades Strategic Plan to develop operational criteria and recovery strategies for the ridge and slough system, to guide the CERP program, and to achieve sustainable targets for wading bird populations by providing a better understanding of the role of hydroperiod, depth, and sheetflow for the restoration, growth, and reproduction ecology of tree islands, ridges and sloughs, which will significantly improve the District's ability to support the Everglades Forever Act, Minimum Flows and Levels (MFL), Regulatory Operations, Interim Operating Procedures, and implementation of CERP components.

Funding Source: This is a three year project with Florida International University in an amount not to exceed $509,996 for which $169,997.96 in dedicated funds (Everglades License Tag Fund) is budgeted for FY14, and the remainder is subject to Governing Board approval of the FY15-FY16 budgets. The District funds expended for LILA are cost-creditable under CERP.

This Board item impacts what areas of the District, both resource areas and geography: Staff from the Everglades Systems Assessment Section oversees the contract. The LILA facility

is housed at the headquarters of the Arthur R. Marshall Loxahatchee National Wildlife Refuge, west of Boynton Beach, Palm Beach County, on Lee Road, just west of US 441.

Staff Recommendation: Staff recommends approval of this contract. The LILA facility is the only large-scale, low nutrient, hydrologic experimental unit of its kind in the U.S. Its statistical power gives water managers the capacity to confidently determine optimal hydrologic conditions for both the sustainability and restoration of the tree islands, ridges, sloughs, fish and wading birds of the Everglades.

If you have any questions, please call me at ext. 6952 or Linda Lindstrom at ext. 6820.

ER/bg

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0808

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Florida International University for the Loxahatchee Impoundment Landscape Assessment (LILA) tree island, ridge, slough studies and site management in an amount not to exceed $509,996, subject to Governing Board approval of the FY14 - FY16 budgets; providing an effective date. (Contract No. 4600002848) (WR, Eric Cline, ext. 4596)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the execution of a three-year agreement, Contract No. 4600002848, with Florida International University in the amount of $509,996 subject to Governing Board approval of the FY14 - FY16 budgets, to measure tree island and ridge and slough restoration and development and assist in site management of the LILA project and;

WHEREAS, the beneficial effects of quantifying the hydrologic restoration of the Everglades will be measured and documented by testing restoration strategies at this project; **now therefore**

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of Contract Number 4600002848 with Florida International University.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

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Office of Counsel

Print name:

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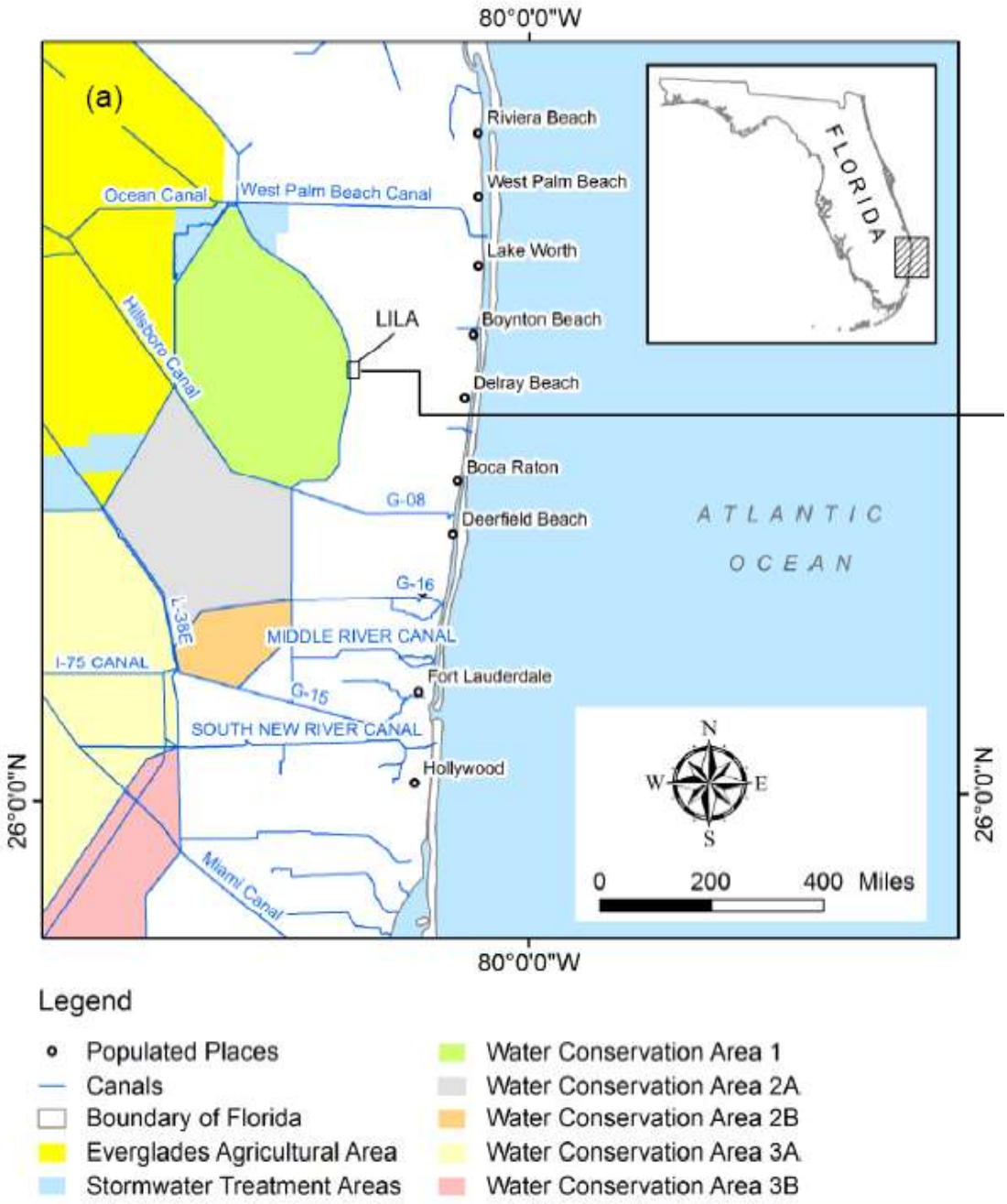

Legend

- Populated Places
- Canals
- Boundary of Florida
- Everglades Agricultural Area
- Stormwater Treatment Areas
- Water Conservation Area 1
- Water Conservation Area 2A
- Water Conservation Area 2B
- Water Conservation Area 3A
- Water Conservation Area 3B

LILA Project Site

Attachment: ca_wr_300_ExhA_map (Resolution No. 2013 - 0808 : LILA Tree Island, Ridge, Slouth Studies and Site Management Contract with

M E M O R A N D U M

TO: Governing Board Members

FROM: Terrie Bates, Director, Water Resources Division

DATE: August 15, 2013

SUBJECT: Riverwoods Field Laboratory Technical Support and Site Management Contract with FAU

Agenda Item Description
A three-year contract with Florida Atlantic University (FAU) to continue 1) providing scientific technical support for assessing ecosystem response to river restoration; and, 2) managing the Riverwoods Field Laboratory as a base for field operations associated with the Comprehensive Kissimmee River Restoration Evaluation Program, including site maintenance, site security, and in the event of airboat/boat breakdowns or mishaps, field search and rescue operations, in an amount not to exceed $785,280, subject to Governing Board approval of the FY2014-FY2016 budgets.

Background
Restoration of the Kissimmee River is a federally mandated project authorized by Congress under the 1992 Water Resources Development Act. The project is a 50/50 cost share between the federal government (United States Army Corps of Engineers) and the South Florida Water Management District (District). As part of this cost share agreement, the District is charged with assessing physical, chemical, biological, and functional responses within the restored river/floodplain to evaluate project success. The Riverwoods Field Laboratory is located in Cornwell, Florida on a reach of the Kissimmee River and has served as a base for field operations due to the remote location of the project and distance from District headquarters. The District has held two previous multi-year contracts with FAU to manage the Riverwoods Field Laboratory and provide technical support to perform field data collection, sample processing and data entry tasks as part of the mandated restoration evaluation studies. Existing FTEs are currently assigned to other priorities and not available to fulfill the technical support needs. Florida Statue 287.057 and District Policy provide exempting this agreement from competitive solicitation based on Section 155-6 #17 that state “services from universities and colleges, including community colleges, for research, studies, or training, unless more than one institution can provide comparable products or services”. Field technician services have historically been provided through university contracts.

Core Mission and Strategic Priorities
This action is in direct line with the strategic priority for completing Local Sponsor obligations required under the 1994 Kissimmee River Restoration Project Cooperative Agreement to adequately document ecological response to restoration of the Kissimmee River and floodplain.

Funding Source
This is an ad-valorem funded (Fund 202), three-year contract for a total amount of $785,280 of which $261,760 is budgeted for FY14 while the remaining $525,520 is budgeted for fiscal years 2015 and 2016, subject to Governing Board approval.

Staff Recommendation
Staff recommends approving entering into this contract as the Lake and River Ecosystems Section has a continuing need for Riverwoods Field Laboratory to serve as a base for field operations and for technical support to fulfill its obligation to evaluate success of the federally mandated Kissimmee River restoration project.

If you have any questions, please call me at ext. 6952 or Linda Lindstrom at ext. 6820.

TB/lg

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0809

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Florida Atlantic University for the purpose of Riverwoods Field Laboratory Technical Support and Site Management in an amount not to exceed $785,280 subject to Governing Board approval of the FY14 - FY16 budgets; providing an effective date. (Contract No. 4600002917) (WR, Joseph Koebel, ext. 6925)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize entering into a three-year agreement, Contract 4600002917, with Florida Atlantic University in the amount of $785,280 subject to Governing Board Approval of the FY2014-FY2016 budgets, to provide site management for the Riverwoods Field Laboratory and technical scientific support for the Kissimmee River Restoration Evaluation Program;

WHEREAS, quantifying the beneficial effects of the ecological restoration of the Kissimmee River and floodplain by the South Florida Water Management District is mandated by the 1994 Project Cooperative Agreement with the United States Army Corps of Engineers; **now therefore**

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of contract number 4600002917 with Florida Atlantic University.

Section 2. This Resolution shall take effect immediately upon adoption

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

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District Clerk/Secretary

Legal form approved:
By:

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Office of Counsel

Print name:

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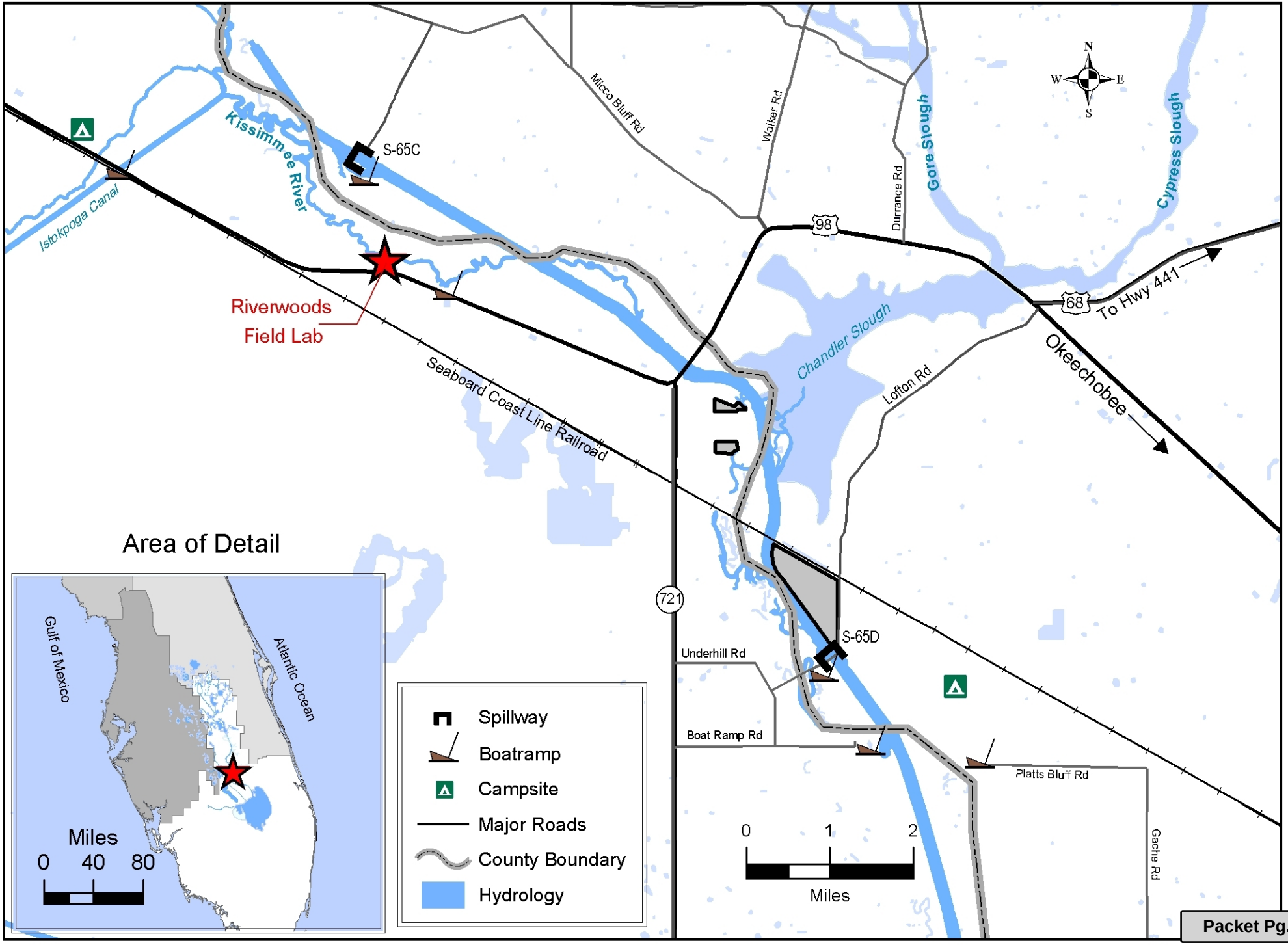
Site of Riverwoods Field Lab



Attachment: ca_wr_100_ExhA_map (Resolution No. 2013 - 0809 : Riverwoods Field Laboratory Technical

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: August 15, 2013

SUBJECT: August Governing Board - Budget Transfer for Fuel & Electric

Background: All 16 counties in the District saw above-average rainfall for the month of July, with the central portion of South Florida, including Lake Okeechobee, receiving the highest totals. District-wide, 10.36 inches of rain fell in July, representing 147 percent of average. Early wet season rainfall topped recorded amounts, including:

- Late May - July led to the wettest start to the wet season since 1968, or the wettest in 45 years; and
- Wettest April-July period on record in South Florida since 1932.

Due to the above average rainfall experienced this fiscal year, there is a corresponding increase in demand for fuel/electricity in support of operational requirements, primarily to operate the pumps throughout the C&SF flood control system and within the Stormwater Treatment Areas (STA's). During the months of June and July 2013, $4.2M was spent for fuel and electricity in comparison to $2.0M spent during the same period in FY2012, representing an increase of 110%. July 2013 fuel expenditures were $1.3M or 186% greater than that experienced in July 2012. These trends reflect the need for an additional $4.2M in combined fuel/electricity through the end of the fiscal year.

On May 28, 2013 EOG #O-0107 was approved by the Office of Policy and Budget and on June 13, 2013 Resolution No. 2013-0608 was approved by the Governing Board to amend/transfer funds up to $3,000,000 within the South Florida Water Management District FY2013 budget to cover fuel and electric needs based on operational requirements. As of August 5, 2013 the South Florida Water Management District has transferred $2.6M, leaving $400K in remaining transfer authority.

The purpose of this resolution is to request an additional $3.0M in transfer authority from existing budget appropriations provide maximum flexibility to respond to District fuel and electric demands for the remainder of the current fiscal year. The $3.0M of additional authority, coupled with the current remaining $400K in transfer authority, in addition to current fuel and electric balances, is estimated to cover the remainder of the fiscal year, barring tropical storm activity. The $50M Economic Stabilization Reserve will be accessed only as a last resort because that would trigger repayment requirements within a three year period per District policy.

$3,000,000 - Transferring ad valorem funds among the District Divisions, District Programs and from Managerial Reserves (as a last resort) as needed to respond to District fuel and electric demands in support of operational requirements, primarily for pumping operations.

How this helps meet the District's 10 Year Strategic Plan? Budget transfers will redirect budget authority to support operations to maintain water levels and not impact the progress and

completion of projects listed in the District's Annual Work Plan that are linked to the 10 Year Strategic Plan.

Funding Sources Impacted: This resolution could impact all Ad Valorem Funds.

This Board item impacts the following areas of the District, both division and geography: This resolution could impact all of the Divisions of the District in response to fuel and electric demands during FY2013. The District's geography in whole is potentially impacted by this item dependent on weather, science and economic conditions during FY2013.

What concerns could this Board item raise? Transactions will not alter the overall budget amount. Transfers will be processed if current authority is expended; this agenda item provides the authority to transfer up to $3,000,000 as needed dependent on fuel and electric demands during FY2013. This resolution coupled with Resolution No. 2013-0608 will have provided an additional $6,000,000 in transfer authority to the District's fuel and electric budget in support of operational requirements.

Why should the Governing Board approve this item? In accordance with the District's budgetary and financial control policy, any transfer of budget authority between divisions and/or between programs and between bureaus or program elements that exceed the non-capital threshold of $150,000 and the capital threshold of $500,000 requires Governing Board approval.

If you have any questions, please do not hesitate to call me at ext. 6214.

DB/MS/ch/ep
Attachment - Resolution

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0810

A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of funds within the District's FY12-13 budget to fund District fuel & electric demands as needed to respond to operational requirements; providing an effective date. (AS, Mike Smykowski, ext. 6295)

WHEREAS, Section 373.536 (4)(a), Florida Statutes, provides that transfers of funds may be made within the budget by action of the Governing Board at a public meeting of the governing board; and

WHEREAS, the Governing Board of the South Florida Water Management District on June 13, 2013 adopted Resolution No. 2013-0608; and

WHEREAS, a request is being brought to the Governing Board for the authorization to transfer funds within the District FY2012-2013 budget for the purpose of responding to District fuel and electric demands up to $3,000,000; and

WHEREAS the Executive Director recommends that this transfer be approved in order to facilitate the operations of the 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 hereby approves the FY2012-2013 budget transfer for the purpose of responding to District fuel and electric demands up to $3,000,000.

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

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: August 15, 2013

SUBJECT: Budget transfer for C-111 South Project

Background:

In 1995, the District began accepting mitigation payments from Environmental Resource Permit (ERP) permittees needing mitigation to offset permitted wetland impacts. The mitigation payment was a cost per acre payment calculated based on the principles of full cost accounting. It included funds for land acquisition, restoration and long term management. The District established a mitigation fund to account for mitigation payments and segregated and tracked the Pennsuco money as “Land Acquisition”, “Restoration” and “Long-Term Management” accounts. Subsequently, funds were added to these accounts to similarly carry out mitigation activities associated with the Lake Belt mining area. As private mitigation banks became available as a mitigation option, the District stopped accepting mitigation funds for ERP permittees.

The District has fulfilled the Pennsuco land acquisition and restoration necessary to satisfy all of the mitigation requirements set forth in the ERP permits which made mitigation payments to the District. Mitigation activities associated with the Lake Belt are an ongoing responsibility and all current obligations have been satisfied, and future work has been fully funded with payments to the “Restoration” and “Long-Term Management” accounts.

Interest earned since 1995 on the Pennsuco “Land Acquisition” and “Restoration” accounts is separately accounted for and is designated as “Available for Land and Restoration” activities. Due to the efficiency and effectiveness of the District’s Pennsuco wetland restoration work, the interest earnings are not needed to complete mitigation activities in the project.

Staff Recommendation:

Staff recommends $1,000,000 of these excess special revenue funds be transferred from the Pennsuco Wetland Mitigation Fund to the District Ad Valorem (General) Fund for implementation of incremental components of the C-111 South Project.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0811

A Resolution of the Governing Board of the South Florida Water Management District authorizing the transfer of excess Wetland Mitigation Special Revenue funds to District General Fund within the District FY13-14 budget to cost share implementation of the C-111 South Project; providing an effective date. (AS, Doug Bergstrom, ext. 6214)

WHEREAS, Section 373.536 (4)(a), Florida Statutes, provides that transfers of funds may be made within the budget by action of the Governing Board at a public meeting of the Governing Board; and

WHEREAS, a request is being brought to the Governing Board for the authorization to transfer funds from the Wetland Mitigation Special Revenue fund to the District General Fund as part of the District FY13-14 budget for the purpose of cost sharing implementation of the C-111 South project in the amount of $1,000,000; and

WHEREAS the Executive Director recommends that this transfer be approved in order to facilitate the operations of the 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 hereby approves the FY13-14 budget transfer of funds for the purpose of cost sharing implementation of the C-111 South project in the amount of $1,000,000.

Section 2. This Resolution shall take effect immediately.

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Sharon M. Trost, PG, AICP, Director, Regulatory Division

DATE: August 15, 2013

SUBJECT: Approve Interagency Agreement for permitting regulatory responsibilities for "All Aboard Florida"

Background:

Florida East Coast Industries (FECI) proposes to construct and operate a passenger rail system between Orlando and Miami, covering approximately 230 miles known as “All Aboard Florida” (Project) which requires environmental resource permits, as outlined in Part IV of Section 373, Florida Statutes (“Fla. Stat.”). The project is located within the jurisdictional boundaries of both the South Florida Water Management District (SFWMD) and St. John’s River Water Management District (SJRWMD).

SFWMD staff has already issued a deminimus exemption letter for portions of the proposed work in uplands from Miami to West Palm Beach. Staff is currently reviewing ERP Application Number 130409-2 for seven (7) bridge crossings from Miami to West Palm Beach. SFWMD Right of Way staff has issued two Notice General Permits for bridge work over District canals, while the five (5) remaining Right of Way permit applications are under review.

Summary:

In order to streamline the review of the Environmental Resource Permitting (ERP) elements of the project review, SFWMD staff will review and take final agency action on the portions of proposed rail system from Miami to Cocoa, portions of which in Indian River and Brevard Counties are located within the SJRWMD. In addition, the segment of the rail system located within the Greater Orlando Aviation Authority (GOAA) ERP will also be reviewed and permitted by SFWMD staff. The portion of the rail system between Cocoa and Orlando to the eastern limits of the GOAA project will be reviewed by and final agency action taken by SJRWMD staff.

FDEP will provide oversight of the process and finalize any required sovereign submerged lands authorizations.

Recommendation

Staff recommends Governing Board approval of the Interagency Agreement between SFWMD, SJRWMD and FDEP for designation of responsibility for permitting under Part IV of Chapter 373, F.S. for the project known as “All Aboard Florida”.

Staff Contact: **Anita R. Bain, Director, Environmental Resource Permitting Division, (561) 682-6866**

Susan Martin, Sr. Specialist Attorney, Office of Counsel (561) 682-6251

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0812

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into an Interagency Agreement among South Florida Water Management District (SFWMD), St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) for designation of regulatory responsibilities for permitting under Part IV of Chapter 373, Florida Statutes, for the project known as "All Aboard Florida" that crosses jurisdictional boundaries of both Water Management Districts; providing an effective date. (Contract No. 4600002915) (REG, Sharon Trost, ext. 6814)

WHEREAS, the Florida East Coast Industries (FECI) proposes to construct and operate a passenger rail system between Orlando and Miami, covering approximately 230 miles known as "All Aboard Florida" (Project) which requires environmental resource permits, as outlined in Part IV of Section 373, Florida Statutes (F.S.); and

WHEREAS, the Project is located within the jurisdictional boundaries of both the South Florida Water Management District and St. Johns River Water Management District; and

WHEREAS, Section 373.046(6), F.S., authorizes a water management district to designate, through an interagency agreement, regulatory responsibility to another water management district over a project which crosses the jurisdictional boundaries of both districts; now therefore

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of the Interagency Agreement with St. Johns River Water Management District and Florida Department of Environmental Protection, which is attached hereto and incorporated herein.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

INTERAGENCY AGREEMENT
BETWEEN
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AND
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

THIS INTERAGENCY AGREEMENT ("AGREEMENT") by and between the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406, hereinafter referred to as "SFWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into three originals this _____day of _____, 2013.

NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. Applicant, Florida East Coast Industries, proposes to construct and operate a passenger rail system between Orlando and Miami, covering approximately 230 miles, known as "All Aboard Florida." In order to construct the project, the Applicant will need to apply for and receive certain authorizations under Part IV of Chapter 373 and Chapter 253, Florida Statutes. The proposed project alignment (Miami/Cocoa/Orlando) will cross the jurisdictional boundaries of both the SJRWMD and the SFWMD.

2. In accordance with Section 373.046(6), Florida Statutes, when the geographic area of a project crosses water management district boundaries, the affected districts may designate a single affected district by interagency agreement to implement in that area, under the rules of the designated district, all or a part of the applicable regulatory responsibilities of Part IV of Chapter 373, Florida Statutes.

3. The Department has concurrent permitting jurisdiction under Part IV of Chapter 373, Florida Statutes; and under the Operating Agreements separately entered into with both the SJRWMD and the SFWMD, the Districts have permitting responsibility for the project under Section II.B. of those Agreements. The Department, in the exercise of its general supervisory authority under Section 373.026(7), Florida Statutes, desires to act as liaison between the Applicant and both water management districts and to assist the Applicant and the Districts in the review and processing of the applications.

4. To that end, in order to facilitate a more coordinated and efficient review of the applications, the following process will apply:

a) For the project from West Palm Beach to Cocoa Beach, the SFWMD will review and process any required authorization or exemption request in consultation with the SJRWMD and the Department, as appropriate; for the project from Cocoa to Orlando, the SJRWMD will review and process any required authorization or exemption request in consultation with the SFWMD, and the Department, as appropriate; for the project located within the Orlando Airport property, the SFWMD will review and process any required authorization or exemption request in consultation with the SJRWMD and the Department; and

b) The Department will act as liaison between the Applicant and both water management districts. Any and all questions arising from the review and processing of the applications shall be copied to the Department for its response or action as it deems appropriate.

c) The Department will assist the Applicant and both water management districts regarding the use of state lands and the appropriate authorizations for those uses.

5. This Agreement will commence upon execution by all parties and will remain in effect until the parties mutually agree in writing to terminate this Agreement.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AGREEMENT on the date set forth next to their signature below.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____ Date: _____
Jeff Littlejohn
Deputy Secretary

Legal Form Approved: _____ Date: _____

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____ Date: _____
Hans G. Tanzler III
Executive Director

Legal Form Approved: _____ Date: _____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Approved as to form:

By:

_____
Office of Counsel

Print name:

_____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By:

_____
Chairman

ATTEST:

_____
District Clerk/Secretary

Attachment: All Aboard Interagency Agreement (Resolution No. 2013 - 0812 : Approve Interagency Agreement for permitting regulatory

M E M O R A N D U M

TO: Governing Board Members

FROM: Carolyn S. Ansay, General Counsel

DATE: August 15, 2013

SUBJECT: Executive Director's Contract

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0813

A Resolution of the Governing Board of the South Florida Water Management District to approve an Employment Agreement by and between the Governing Board of the South Florida Water Management District and Blake Guillory; providing an effective date. (EXO, Carolyn Ansay, ext. 6976)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate, and in the public interest to approve an Agreement between the Governing Board (hereinafter referred to as the "BOARD") of the South Florida Water Management District (hereinafter referred to as the "DISTRICT"), an agency of the State of Florida, and Blake Guillory (hereinafter referred to as the "EXECUTIVE DIRECTOR"); and

WHEREAS, pursuant to Section 373.079(4)(a), Florida Statutes, the BOARD is authorized to employ an EXECUTIVE DIRECTOR under such terms and conditions as it may determine, to terminate such employment, and to delegate all or part of its authority as provided in Florida Statutes to the EXECUTIVE DIRECTOR. Further, the appointment of an EXECUTIVE DIRECTOR is subject to approval by the Governor and must be initially confirmed by the Florida Senate; and

WHEREAS, Section 373.083(1), Florida Statutes, authorizes the BOARD to enter into contracts with public agencies, private corporations, or other persons, as well as to appoint and remove agents and employees; and

WHEREAS, the BOARD and the EXECUTIVE DIRECTOR desire to formalize the employment relationship by entering into the attached AGREEMENT;

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 attached Agreement with Blake Guillory.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

AGREEMENT FOR PERSONAL SERVICES OF THE EXECUTIVE DIRECTOR OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

This AGREEMENT made and entered into as of August 15, 2013 by and between the Governing Board (hereinafter referred to as the "BOARD") of the South Florida Water Management District (hereinafter referred to as the "DISTRICT"), an agency of the State of Florida, and Blake C. Guillory (hereinafter referred to as the "EXECUTIVE DIRECTOR").

WITNESSETH THAT:

WHEREAS, pursuant to Section 373.079(4)(a), Florida Statutes, the BOARD is authorized to employ an EXECUTIVE DIRECTOR under such terms and conditions as it may determine, to terminate such employment, and to delegate all or part of its authority as provided in Florida Statutes to the EXECUTIVE DIRECTOR. Further, the appointment of an EXECUTIVE DIRECTOR is subject to approval by the Governor and must be initially confirmed by the Florida Senate; and

WHEREAS, Section 373.083(1), Florida Statutes, authorizes the BOARD to enter into contracts with public agencies, private corporations or other persons, as well as to appoint and remove agents and employees; and

WHEREAS, the BOARD and the EXECUTIVE DIRECTOR desire to formalize the employment relationship by entering into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the benefits flowing from each to the other, the parties agree as follows:

SECTION 1: DUTIES

The EXECUTIVE DIRECTOR shall perform such duties as are described in the DISTRICT'S job description for its EXECUTIVE DIRECTOR (Job I.D. No. MG 980), as may be amended from time to time. The DISTRICT'S job description is attached and incorporated into this AGREEMENT as Appendix "A". The EXECUTIVE DIRECTOR shall be responsible for the day-to-day administration and management of the DISTRICT and its employees. The EXECUTIVE DIRECTOR shall carry out this responsibility in accordance with adopted policies, procedures, directives and resolutions of the BOARD, as well as all applicable laws of the State of Florida. The EXECUTIVE DIRECTOR shall represent the DISTRICT before federal, state and local governmental agencies as often as is appropriate and necessary. The EXECUTIVE DIRECTOR shall perform such other duties, as the BOARD shall from time to time direct. The EXECUTIVE DIRECTOR shall devote as much time as may be necessary to each duty in order to fully and professionally perform the responsibilities of the EXECUTIVE DIRECTOR, or any other duties that may lawfully be assigned by the BOARD in the reasonable exercise of its discretion, without claim for any additional salary or compensatory time beyond the compensation provided for under this AGREEMENT.

DRAFT

Attachment: Executive Director Agreement (Resolution No. 2013 - 0813 : Executive Director's Contract)

SECTION 2: TERM OF THE AGREEMENT

A. This AGREEMENT shall be effective the date upon which the EXECUTIVE DIRECTOR reports to District Headquarters to commence employment which shall occur on or before September 9, 2013 and is terminable at will by either party subject to the provisions of SECTION 6 below.

B. The EXECUTIVE DIRECTOR shall remain in the exclusive employment of the DISTRICT for the duration of this AGREEMENT, until this AGREEMENT is terminated pursuant to SECTION 6 below. Aside from the activities authorized under SECTION 3 below, the EXECUTIVE DIRECTOR will not accept employment from any other employer during the term of this AGREEMENT.

C. The EXECUTIVE DIRECTOR shall serve at the will and pleasure of the BOARD, and is ultimately accountable to the BOARD for performance under this AGREEMENT.

D. For purposes of this AGREEMENT, the "Termination Date" is the last day of employment of the EXECUTIVE DIRECTOR under this AGREEMENT. The "Date of Notice" is the day in which either party receives written notice of the other party's intent to terminate this AGREEMENT in accordance with the provisions of this AGREEMENT.

E. This AGREEMENT shall be a continuing contract and shall continue in full force and effect, unless terminated by either party in accordance with the terms hereof.

SECTION 3: HOURS OF WORK AND OUTSIDE ACTIVITIES

A. Hours of Work

It is recognized that the EXECUTIVE DIRECTOR must devote a great deal of time beyond normal office hours to the official business of the DISTRICT, and to that end the EXECUTIVE DIRECTOR is free to apportion time at the EXECUTIVE DIRECTOR's discretion, so long as the EXECUTIVE DIRECTOR's schedule does not interfere with the ability to fully and professionally perform the responsibilities of the job, or any other duties that may lawfully be assigned by the BOARD in the reasonable exercise of its discretion.

B. Outside Activities

For the purpose of this subsection, outside activities shall include but not necessarily be limited to, writing, teaching, lecturing, consulting, or serving on a governing or advisory board, as well as governmental commissions, task forces and committees.

B.l. The BOARD recognizes that participation by the EXECUTIVE DIRECTOR in outside activities promotes improved public relations and communications between the DISTRICT, private entities and the public at large.

DRAFT

Attachment: Executive Director Agreement (Resolution No. 2013 - 0813 : Executive Director's Contract)

B.2. The BOARD also recognizes that a very important official function of the EXECUTIVE DIRECTOR is the interaction and contact with public officials and other leaders in areas of common concern. Such interaction is included among the duties listed in the job description in Appendix "A", and is not considered as an outside activity governed by this SECTION.

B.3. The EXECUTIVE DIRECTOR shall not engage in any outside activities: (1) that create a conflict of interest, as defined under Chapter 112, Florida Statutes, or under DISTRICT Policy, (2) that constitute unlawful discrimination on the basis of race, religion, sex, national origin, marital status or physical impairment, (3) that bring discredit to the DISTRICT; or (4) that interfere with the full and faithful performance of the EXECUTIVE DIRECTOR'S official duties

B.4. Notwithstanding the preceding, the EXECUTIVE DIRECTOR shall comply with all laws governing compensation or remuneration from political action committees, lobbyists, or other persons or organizations, and shall accept no compensation or remuneration from same.

B.5. The EXECUTIVE DIRECTOR shall be authorized to receive reasonable reimbursement for travel and incidental expenses associated with the EXECUTIVE DIRECTOR'S participation in permitted outside activities pursuant to the provisions of Section 112.061, Florida Statutes.

SECTION 4: SENATE CONFIRMATION

When applicable, the EXECUTIVE DIRECTOR must be confirmed and reconfirmed by the Florida Senate, pursuant to Section 373.079 (4)(a), Florida Statutes. Should the confirmation or reconfirmation be denied, the EXECUTIVE DIRECTOR shall be entitled to severance in accordance with SECTION 8 of this AGREEMENT and applicable laws.

SECTION 5: PERFORMANCE EVALUATION

The EXECUTIVE DIRECTOR'S performance shall be reviewed and evaluated by each member of the BOARD. The review shall be conducted annually beginning 12 months from the effective date of this AGREEMENT and every 12 months thereafter throughout the term of this AGREEMENT. The BOARD may authorize increases or decreases in the EXECUTIVE DIRECTOR'S base salary and benefits. The EXECUTIVE DIRECTOR shall be eligible for a merit increase to base pay once a year during the performance review. Any such increase to base salary shall be effective as determined by the BOARD. The evaluation criteria shall be determined by the BOARD. Said criteria may be added to or deleted from as the BOARD determines from time to time.

DRAFT

SECTION 6: TERMINATION OF AGREEMENT

This AGREEMENT may be terminated with or without cause by either party. The BOARD may terminate this AGREEMENT when a majority of the BOARD members request the resignation or termination of the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR may terminate this AGREEMENT upon giving the BOARD written notice of intent to terminate or his decision to accept a DISTRICT-wide offered voluntary separation package at least sixty (60) days in advance of the proposed termination unless otherwise agreed to by the BOARD. The BOARD may suspend the EXECUTIVE DIRECTOR with or without cause when it is in the best interests of the DISTRICT to do so. Suspension without cause shall be with pay. Suspension for cause may be with or without pay at the discretion of the BOARD.

SECTION 7: SEVERANCE

The EXECUTIVE DIRECTOR shall receive four week severance pay plus four weeks of paid health insurance and life insurance coverage, in addition to any other benefits contemplated in this AGREEMENT or as provided for pursuant to Section 373.079(4)(a), Florida Statutes, and/or any other applicable Florida Statutes should this AGREEMENT be terminated or should the confirmation or reconfirmation be denied.

Notwithstanding, if the EXECUTIVE DIRECTOR elects to accept a DISTRICT-wide offered voluntary separation package, the benefits provided for in the voluntary separation package shall supercede this Section.

SECTION 8: COMPENSATION AND BENEFITS

A. The BOARD shall pay the EXECUTIVE DIRECTOR for personal services rendered pursuant to this AGREEMENT an annual base salary of $165,006.40, payable in the same administrative manner and concurrently with the timetable for payment to other executives of the DISTRICT, but, in any event, payable in equal payments not less frequently than bi-weekly.

B. The DISTRICT shall provide the EXECUTIVE DIRECTOR with all the benefits currently provided to other DISTRICT managers and as provided by the Florida Retirement System, Senior Management Service Class.

C. All DISTRICT rules, regulations and policies which are not inconsistent or in conflict with this AGREEMENT relating to fringe benefits, duties and working conditions as they are now contained in the DISTRICT'S policies and procedures or may hereafter be amended, shall apply equally to the EXECUTIVE DIRECTOR. In case of inconsistency or conflict, the terms of this AGREEMENT shall prevail.

SECTION 9: AMENDMENT

This AGREEMENT shall be amended only upon mutual agreement in writing between the BOARD and EXECUTIVE DIRECTOR.

DRAFT

Attachment: Executive Director Agreement (Resolution No. 2013 - 0813 : Executive Director's Contract)

SECTION 10: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties hereto on the subjects herein and supersedes any prior written or oral agreements or understandings. This AGREEMENT may only be amended in writing by the EXECUTIVE DIRECTOR and the BOARD.

B. If any provision or portion of this AGREEMENT is held to be unconstitutional, invalid or unenforceable, the remainder of this AGREEMENT, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect. In the event of any such ruling, the parties agree to discuss alternatives for any portion of this AGREEMENT that may have been held unconstitutional, invalid, or unenforceable. In any action to enforce the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

C. Notices pursuant to this AGREEMENT shall be given in writing and either hand delivered or mailed by U.S. Postal Service, postage prepaid, return receipt requested, addressed as follows:

Chairman of the Governing Board
South Florida Water Management District
c/o District Counsel
P. O. Box 4680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

D. Notice shall be deemed given as of the date of personal service or the date of the receipt of such written notice in the course of transmission in the United States Postal Service.

E. The terms of this AGREEMENT shall be construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

BY:_____
NAME: Daniel O'Keefe
AS ITS: Chairman
DATE:_____

ATTEST:

_____
District Clerk

BY:_____
NAME:_____
DATE:_____

DRAFT

Attachment: Executive Director Agreement (Resolution No. 2013 - 0813 : Executive Director's Contract)

sfwmd.gov Job Profile

JobFamily	MG	*Grade*	099	*WC Code*	8810	*Effective Date*	10/6/2011
JobGroupCode	MG900	*FLSA*	E	*ADA*	1	*Last Update*	8/14/2013
JobID	MG980	*EEOCategory*	41	*MedLevel*	1	*Status*	Active

JobName *EXECUTIVE DIRECTOR*

EXECUTIVE DIRECTOR

Job Summary/Accountabilities:

Top executive that functions as the District's Chief Executive Officer by executing all strategies, initiatives and programs required to meet the agency's core mission of flood control, restoration and water supply. In accordance with adopted policy, makes all final decisions for the operation of the District.

Functions as the principal agent of the Board in implementing policies the Board adopts to fully effect its charge as prescribed by the Florida Water Resources Act of 1972 (FL Statute 373) and other applicable Florida statutes, federal statutes, the Governor and Legislature or their agents, as well as the general public of the District at large.

Accountable for the overall leadership of the agency, the development and administration of annual operational budgets, and the management of assigned staff. Directs overall District operations, reviews and evaluates annual and long-term business results and implements strategy changes or improvements. Develops and implements strategies in response to directives received from the Governing Board and /or the Governor's Office.

Establishes an organization hierarchy and leadership team that supports the agency's core mission throughout the District. Submits to the Board on a regular basis statements of policy, annual and future plans, and budgets for consideration and approval. Develops adequate procedures and controls to accurately and timely measure progress toward attainment of agency objectives.

Drives a fiscally-conservative organization for managing capital, financial resources and human resources. Directs and coordinates financial programs to provide funding for new and continuing operations.

Responds to inquires from the Governing Board, the Governor's office and senior executives from other federal or state agencies associated with the agency's' core mission. This includes explaining or defending agency operating results, business decisions, and strategy changes. Proactively influences such entities to the "preferred decision" in support of the District's core mission and best interests. Maintains tact and diplomacy during difficult situations and resolves disagreement in public settings.

Manages strong business alliances and open communication with other federal and state agencies associated with our core mission. This includes sharing best practices, completing joint ventures and initiatives in the best interest of the public and resolving operational differences (where appropriate).

Provides direct feedback to leadership team members on their personal effectiveness for executing strategies, resolving conflict, and influencing key stakeholders to support the District's best interests.

Incumbent models the District's Core Values and demonstrates a leadership style that supports the agency's reputation as the premier water management district and an employer of choice. Superior leadership competence to manage a large organization during periods of financial austerity and change. Encourages staff to take risks. Ensures personal accountability for work results and sets expectations for all managers to require personal accountability for same.

Appointment Conditions: The Executive Director is appointed by and serves at the pleasure of the Governor-appointed nine-member Governing Board. The appointment of the Executive Director is subject to approval of the Governor and must initially be confirmed by the Florida Senate upon employment. The Executive Director must be confirmed or reconfirmed by the Senate during the second regular session of the Legislature following a gubernatorial election.

Education/Experience Guide:

Typically has Bachelor's Degree in a related discipline with a Graduate level preferred and 15 years experience that demonstrates measurable career progression in discipline and leadership roles that can be applied to support the District's business plans and strategies. Typically, this includes ten (10) years water resource management experience managing a major department/operating group of an organization and five (5) years experience as an executive decision maker for an organization. Prior experience with a Water Management

Attachment: MG980 (Resolution No. 2013 - 0813 : Executive Director's Contract)

JobName EXECUTIVE DIRECTOR

District, local government or state agency strongly preferred. Significant experience leading an organization through change and managing the expectations of all internal and external stakeholders. Significant experience representing an organization to elected officials, all levels of government agencies, the public, and media organizations. Prior experience attained from either internal and/or external jobs.

Physical Requirements/Working Environment:

Due to the District's response role and in the total scope of emergency management, this position may at times, be required to provide support before, during and after major storm events and emergency situations, such as hurricanes or other declared emergencies, depending on assigned emergency response role.

Mostly sedentary in an office environment sitting at a desk and operating a personal computer to produce work products.

Licenses:

Valid State of Florida Driver's License.

License, certification and membership as required by job (e.g., State of Florida Professional Engineer (PE), Professional Geologist (PG), etc. licenses; Professional Wetland Scientist (PWS), Senior Professional Human Resources (SPHR), etc. certifications; State of Florida Bar, American Society of Civil Engineers (ASCE), etc. memberships).Valid State of Florida Driver's License.

Leadership Competencies and Proficiency Levels

ID	Level	Name
LDRSHP105	4	Leadership and Organizational Management
LDRSHP110	4	Fiscal Responsibility and Business Management
LDRSHP115	4	Staff Management

Appendix B: Leadership Competencies and Proficiency Levels With Definitions

LDRSHP105 Leadership and Organizational Management **Level:** 4

Definition: Thinks strategically and clearly articulates the District's core mission, goals, policies and strategies; implements Governing Board and executive direction. Provides leadership in guiding the agency through operational and organizational change; develops and implements an organizational structure that emphasizes succession planning to maintain necessary levels of core mission services. Maintains regular communications with managers and staff; keeps executive management regularly apprised of the status of agency priorities and informed of important issues affecting District operations and policies; works and communicates collaboratively across divisions/offices. Meets customer expectations and recognizes the importance of communicating effectively. Fosters a climate of inclusion and multiculturalism that appreciates the unique contributions of various cultures, nationalities, ethnic backgrounds, gender, ages, points of view, etc. Works collaboratively with internal and external stakeholders to achieve District goals and implement core mission functions; anticipates and resolves problems cooperatively. Demonstrates knowledge of resources, processes and tools for effectively managing emergency events.

Attachment: MG980 (Resolution No. 2013 - 0813 : Executive Director's Contract)

LDRSHP110 Fiscal Responsibility and Business Management **Level:** 4

Definition: Develops and adheres to a fiscally responsible budget to support and accomplish the agency's core mission functions and water resource priorities; continuously looks for and implements opportunities to streamline operations, save financial resources and implement efficiencies. Achieves established District performance metrics. Maintains an organizational structure that focuses resources on core mission functions; aligns staff and fiscal resources to efficiently and effectively support the District's core mission; promotes resourceful utilization of all financial and real assets for the greatest public benefit. Implements executive fiscal and administrative direction within established timeframes; procures and manages contracted work in accordance with District procurement policies and procedures and established timeframes; manages vendor selection process to ensure quality, competitiveness, equity and diversity in contract awards; manages contractor performance effectively.

LDRSHP115 Staff Management **Level:** 4

Definition: Takes responsibility for one's own career and that of employees by managing performance, setting goals and expectations, tracking progress, soliciting feedback and acting on performance plans; aligns performance plans and evaluations for all staff with division performance goals and metrics; completes performance plans and interim reviews on time; addresses poor staff performance and takes timely corrective actions, where necessary. Assigns work and delegates appropriately; communicates with employees in regular staff meetings; assesses staffing allocations to optimize use of resources and reallocates positions in support of the District priorities, where possible and appropriate. Follows hiring process to timely fill vacancies; recruits and retains a diverse quality workforce; develops and empowers staff to continually improve performance; develops staff through formal and informal training, mentoring and professional growth opportunities; recognizes employees through informal recognitions and established recognition programs; highlights importance of safety, security and occupational health.

Attachment: MG980 (Resolution No. 2013 - 0813 : Executive Director's Contract)

M E M O R A N D U M

TO: Governing Board Members

FROM: Dan DeLisi, Chief of Staff

DATE: August 15, 2013

SUBJECT: Replacement of 28th Avenue SE Cluvert on Miller Canal - FY14

Agenda Item Description
This item is to request the Governing Board for authorization to enter into one-year cost share agreement with Collier County for replacement of an undersized culvert on Miller Canal, a "Work of the District" in Big Cypress Basin

Background
The existing culvert on the 28th Avenue SE crossing of Miller Canal cannot convey the design flow of the canal and backs up water to cause flooding in the residential areas of Northern Golden Gate Estates. In order to meet the District's need for enhanced conveyance capacity and improved flood control, the District asked the County to participate in the project. The County is actively managing over a dozen bridge replacement projects and has agreed to include this enhancement in their program for a not to exceed amount of $250,000. The replacement of the culvert by a bridge has been proposed as a joint capital improvement project by the two agencies and has been approved by the Board of County Commissioners and the Big Cypress Basin Board.

Under the terms of this agreement, the County, as the implementing agency will provide services for project design and permitting, construction management and will also be acquiring the additional land easements. The District will be providing technical review of the design and funds for construction of the project. The agreements shall commence on October 1, 2013 and shall terminate on March 31, 2015.

Core Mission and Strategic Priorities
This project meets the District's core mission of flood protection and the priorities of the Basin's 10-Year Strategic Plan to reduce flood damages through proactive capital improvements. As a joint effort with the Collier County, the project will be economically advantageous to both agencies.

Funding Source
The District's contribution is not to exceed $575,000 in dedicated Big Cypress Basin ad valorem funds budgeted for FY2014 subject to Governing Board approval of the FY 14 budget. The County's cost share will not exceed $250,000 and is included in their proposed FY 14 budget.

Staff Recommendation
Staff recommends approval of this contract as it contributes toward accomplishing the District's mission for flood control in a way that leverages District funds by sharing costs in partnership with a local government.

If you have any questions, please call Lisa Koehler at ext. 7603.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0814

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into an 18-month agreement with Collier County for the 28th Avenue SE Culvert Project in the amount estimated not to exceed $575,000, for which dedicated FY14 Big Cypress Basin ad valorem funds are budgeted; subject to Governing Board approval of the FY14 budget; providing an effective date. (Agreement number 4600002912) (EXO, Lisa Koehler, ext. 7603)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize entering into an 18-month agreement with Collier County for the 28th Avenue SE Culvert Project for the estimated not to exceed amount of $575,000 for which Big Cypress Basin funds are budgeted; subject to Governing Board approval of the FY14 budget; providing an effective date. (Agreement number 4600002912) **Now therefore,**

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of the Agreement Number 4600002912 with Collier County.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Temperince Morgan,

DATE: August 15, 2013

SUBJECT: CEPP Update

Agenda Item Description
Approval of the proposed Governing Board resolution expresses the Governing Board's non-binding support for releasing the Draft Integrated Project Implementation Report and Environmental Impact Statement (PIR/EIS) for the Central Everglades Planning Project for public and agency review and comment. As specified in Section 2 of the resolution the U.S. Army Corps of Engineers' cost-share of operation, maintenance, repair, replacement, and rehabilitation of State-owned and operated facilities to be used by CEPP will need to be resolved in a manner favorable to the South Florida Water Management District and such cost-share responsibility included in the CEPP Final PIR/EIS. In addition, any substantive changes of the PIR/EIS as a result of the public, State and Federal review process will require the review and approval by the Governing Board of the Final PIR/EIS.

Background
The USACE and SFWMD, with input from other federal, state, tribal and local agency staff as well as a large number of public and stakeholder meetings, have completed a Draft PIR/EIS for the Central Everglades Planning Project, dated August 2013. The Tentatively Selected Plan recommended in this Draft PIR/EIS is intended to improve the quantity, quality, timing and distribution of freshwater flows into Water Conservation Areas 3A and 3B, Everglades National Park and Florida Bay by adding an average of approximately 210,000 acre-feet per year of additional freshwater flow through the central Everglades. Implementation of the Tentatively Selected Plan would also provide significant environmental benefits to the St. Lucie and Caloosahatchee estuaries by reducing the number and severity of high-volume regulatory discharges from Lake Okeechobee.

The recommended features in the Tentatively Selected Plan are organized into four geographical areas:

- Everglades Agricultural Area - includes construction of a flow equalization basin and operational changes to divert and store Lake Okeechobee regulatory releases for treatment by South Florida Water Management District facilities before discharge into the Water Conservation Areas 2A and 3A.

- WCA-2A and Northern WCA-3A - includes conveyance features to deliver and distribute existing flows plus the additional redirected flows from Lake Okeechobee to flow through WCA-3A

- Southern WCA-3A, WCA-3B and Everglades National Park - includes conveyance features to deliver and distribute water from WCA-3A to WCA-3B and on to Everglades

National Park

- Lower East Coast Protective Levee - includes features primarily for seepage management.

The estimated cost of implementing the Tentatively Selected Plan is $1.8 Billion to be cost-shared 50-50 by the SFWMD and the USACE. The Final Plan will be subject to future approval by the SFWMD Governing Board and authorization by Congress. The intent is to implement the project in phases, with each implementation phase including one or more project features. The Draft PIR/EIS includes a discussion of the key principles for development of the implementation phases and construction sequencing as well as the regulatory requirements associated with meeting state water quality standards. Individual project partnership agreements would be executed between SFWMD and the USACE for each implementation phase.

Core Mission and Strategic Priorities
The Central Everglades Planning Project includes several components from CERP. Implementation of CERP is a strategic priority of the SFWMD and will play a pivotal role in restoration of the Everglades.

Funding Source
No new funding is associated with this Governing Board action. Funds are not committed by the SFWMD unless and until it enters into a Project Partnership Agreement with the USACE for implementation of a project feature after Congressional authorization and appropriations.

Staff Recommendation
Staff recommends approval of this resolution. The Central Everglades Planning Project would provide significant benefits to the Central Everglades, as well as the St. Lucie and Caloosahatchee estuaries. Completion of the Project Implementation Report, after obtaining and addressing public and agency review comments, is a critical step in gaining Congressional authorization and appropriations for implementation of the project.

If you have any questions, please call me at x6987.

TM/tt

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0815

A Resolution of the Governing Board of the South Florida Water Management District supporting the release for public and agency review of the Central and Southern Florida, Central Everglades Planning Project, Draft Integrated Project Implementation Report and Environmental Impact Statement, dated August 2013 by the U.S. Army Corps of Engineers; providing an effective date. (EXO, Ernie Barnett, ext. 2110)

WHEREAS, Congress, in Section 601 of the Water Resources Development Act of 2000, approved with modifications the Comprehensive Everglades Restoration Plan (CERP) contained in the Final Integrated Feasibility Report and Programmatic Environmental Impact Statement, dated April 1, 1999, as a framework for making modifications and changes to the Central and Southern Florida Project; and

WHEREAS, the Central Everglades Planning Project (CEPP) is composed of increments of major CERP components that will provide significant environmental benefits to the central Everglades ecosystem, the St. Lucie Estuary and the Caloosahatchee Estuary, and will help meet the other water-related needs of the region; and

WHEREAS, the CEPP Recommended Plan will improve the quantity, quality, timing, and distribution of water into Water Conservation Areas 3A and 3B, Everglades National Park, and Florida Bay by adding an average of approximately 210,000 acre-feet per year of additional freshwater flow in the central Everglades; and

WHEREAS, this additional water will help restore pre-drainage vegetative communities and habitat for fish and wildlife while providing incremental restoration of natural processes critical for the development of peat soils and tree islands, which are essential features of the Everglades ridge-and-slough landscape; and

WHEREAS, the Recommended Plan will reduce the number and severity of high-volume discharges from Lake Okeechobee into the St. Lucie and Caloosahatchee Estuaries and will improve salinity in these estuaries; and

WHEREAS, the Recommended Plan will improve the salinity in Florida Bay resulting in greater abundance and diversity of sea grasses and other estuarine plant and animal species; and

WHEREAS, the Recommended Plan will increase public water supply in Broward and Miami-Dade Counties by approximately 12 and 5 million gallons per day, respectively; and

WHEREAS, the Recommended Plan will also maintain water supply for

agricultural users in the Lake Okeechobee Service Area and the Seminole Tribe and will also maintain current levels of service for flood protection in the CEPP study area; and

WHEREAS, the expedited planning process for the development of the CEPP Draft Integrated Project Implementation Report and Environmental Impact Statement (CEPP Draft PIR/EIS) required extensive coordination and input by the public and federal, Tribal, state, and local resource management and regulatory agencies; and

WHEREAS, assurances are included in Sections 6 (Tentatively Selected Plan) and Section 8 (Recommendations) of the CEPP Draft PIR/EIS, including with respect to water quality compliance, Project cost-share, and Project interdependency and phasing with other CERP and non-CERP Projects, that enable the Governing Board of the South Florida Water Management District to support the release of the CEPP Draft PIR/EIS;

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 supports release of the CEPP Draft PIR/EIS by the U.S. Army Corps of Engineers for public and agency review.

Section 2. The U.S. Army Corps of Engineers' cost-share of operation, maintenance, repair, replacement, and rehabilitation of State-owned and operated facilities to be used by CEPP will need to be resolved in a manner favorable to the South Florida Water Management District, and such cost-share responsibility included in the CEPP Final PIR/EIS.

Section 3. The Governing Board acknowledges that water quality issues need to be resolved prior to implementing CEPP projects. Issues include the need to revise the compliance methodology of the Consent Decree (Appendix A) and also to reach agreement on joint measures which may be needed in the event of an exceedance of Appendix A resulting from a change in operation of a federal project. Failure to develop a mutually agreed upon revised compliance methodology or mutually agreed upon joint measures may impact the State's ability to implement, approve, or operate CEPP projects.

Section 4. The Governing Board acknowledges that project elements cannot proceed unless/until it is determined that construction and/or operation of the feature: will not cause or contribute to a violation of water quality standards; and will not cause or contribute to a violation of the permit(s) discharge limits or specific conditions; and reasonable assurances exist that demonstrate adverse impacts on flora and fauna in the area influenced by the project element will not occur.

Section 5. The Governing Board acknowledges that the CEPP Draft PIR/EIS is subject to further review by the public, State and Federal agencies as well as Army Corps of Engineers headquarters and Department of Army. Any substantive changes will require

the review and approval of the Governing Board of the Final CEPP PIR/ EIS.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Temperince Morgan,

DATE: August 15, 2013

SUBJECT: Water Farming Contract

Agenda Item Description
The Florida Legislature's intent for the Northern Everglades and Estuaries Protection Program (F.S. 373.4595) is to encourage and support the development of creative partnerships to facilitate the further restoration and protection of Lake Okeechobee and the Estuaries. The goal of the Dispersed Water Management, Water Farming Pilot Project (WFPP) is to establish relationships via contracts with private landowners in the St. Lucie River Watershed to obtain the water management service of water retention to reduce flows and nutrient loads to the St. Lucie Estuary while enhancing economic stability of working agricultural lands. This pilot project will provide information on the proposed concept of retaining stormwater runoff on the project site and excess regional stormwater on fallow citrus lands. A feasibility analysis of this concept was conducted jointly by the District and Indian River Citrus League found that it is feasible and recommended a pilot project be developed.

Background
The District released the WFPP request for proposals in April 2013 in coordination with the Florida Department of Agriculture and Consumer Services (FDACS), Florida Department of Environmental Protection (FDEP), and the United State Department of Agriculture - Natural Resources Conservation Service (NRCS). Five (5) proposals were evaluated and ranked. At the July 11, 2013 Governing Board meeting, District Staff were authorized to enter into negotiations with the WFPP respondents in ranked order. District Staff and the first ranked respondent have negotiated the proposed agreement for a WFPP for Governing Board consideration in an amount not to exceed $1,263,636.The proposed agreement will provide water retention in the Northern Everglades/St. Lucie River Watershed to assist with meeting the storage and water quality improvement goals for the watershed. The project, once fully operational, will assist in determining the ability to provide cost-effective retention services on fallow citrus lands for future potential funding and implementation.

Core Mission and Strategic Priorities
The WFPP is referenced in the District's Annual Work Plan that is linked to the 10-Year Strategic Plan. The project also assists with meeting the storage and water quality goals for the St. Lucie River Watershed.

Funding Source
Ad Valorem Funds from the Dispersed Water Management Spend Down Plan Reserves and potentially a 319 Grant.

Staff Recommendation
Staff recommends approval of this resolution. This pilot project will provide information on the proposed concept of retaining stormwater runoff on the project site and excess regional

stormwater on fallow citrus lands. This information is necessary to determine if the concept should be pursued and to improve effectiveness and efficiency of this type of storage and retention..

If you have any questions, please do not hesitate to call me at ext. 6987.

TM/dm

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0816

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a three-year contract with Caulkins Citrus Company, LTD for a Dispersed Water Management Program Water Farming Pilot Project for the purpose of providing water retention services and pilot project implementation information on fallow citrus lands in the St. Lucie River Watershed in an amount not to exceed $1,263,636, subject to Governing Board approval of the FY14–FY16 budgets; providing an effective date. (Contract no. 4600002925) (EPC, Temperince Morgan, ext. 6987)

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 contract with Caulkins Citrus Company, LTD for a Dispersed Water Management Program Water Farming Pilot Project in an amount not to exceed $1,263,636.

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

Section 1. The Governing Board of the South Florida Water Management District hereby authorizes the execution of Contract No. 4600002925.

Section 2. This Resolution shall take effect immediately upon adoption, or if applicable, after review by the Office of Fiscal Accountability and Regulatory Reform.

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

SAP #4600002925

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AGREEMENT NO. 4600002925

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CAULKINS CITRUS COMPANY, LTD.

THIS AGREEMENT is entered into on _____, by and between the South Florida Water Management District (**DISTRICT**) and Caulkins Citrus Company, LTD. (**LANDOWNER**).

WHEREAS, the **DISTRICT** 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, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide funding to the **LANDOWNER** to conduct a pilot project to perform Water Farming on Agricultural Lands in the St. Lucie Watershed (C-44 Basin); and

WHEREAS, the **LANDOWNER** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the parties recognize that it will be mutually beneficial to implement this Water Farming Pilot Project;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to pay to the **LANDOWNER** One Million Two Hundred Sixty Three Thousand Six Hundred Thirty Six Dollars and No Cents ($1,263,636.00) and the **LANDOWNER** agrees to perform the work described in Exhibits “A”, “B” and “D” attached hereto and made a part of the **AGREEMENT**. This amount includes all expenses which **LANDOWNER** may incur through completion of deliverables and therefore no additional consideration shall be authorized. Funding for each applicable fiscal year of this **AGREEMENT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

notify the **LANDOWNER** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall not exceed a period of three (3) years. The period of performance includes up to one (1) year for planning, design, permitting, construction, and certification of construction completion and at least two (2) years of operations and monitoring to begin at the time of the **DISTRICT's** acceptance of the certification of construction completion.

3. **LANDOWNER** assumes sole responsibility for all work which is performed pursuant to Exhibit "A", Exhibit "B", and Exhibit "D". By providing funding hereunder, the **DISTRICT** makes no warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A", Exhibit "B", and Exhibit "D".

4. **LANDOWNER** hereby agrees to use **DISTRICT** funding solely for the activities described in Exhibit "A", Exhibit "B", and Exhibit "D".

5. The **DISTRICT** shall pay **LANDOWNER** upon completion and acceptance of the deliverable(s) as described in the "Schedule of Deliverables", attached hereto as Exhibit "B". **LANDOWNER** will be reimbursed for design, construction and permitting costs incurred and shall submit documentation of actual expenditures with invoices.

6. **LANDOWNER** shall submit all invoices following completion of each deliverable. All invoices shall reference the **DISTRICT's AGREEMENT** Number 4600002925, and shall be sent to the following address:

   South Florida Water Management District
   Attention - Accounts Payable
   P.O. Box 24682
   West Palm Beach, FL 33406-4682

   LANDOWNER shall not submit an invoice to any other address at the **DISTRICT**.

7. The **LANDOWNER** is hereby authorized to contract with appropriately qualified Professional Engineers (PEs), Professional Surveyors & Mappers (PSMs) and contractors registered in the State of Florida necessary to perform the work in accordance with Exhibit "A". The **LANDOWNER** is responsible for the oversight of all work elements included in any subcontract and is responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **LANDOWNER** that the **DISTRICT** shall not be liable to any contractors or subcontractors that the **LANDOWNER** has contracted with to oversee the project.

8. The **LANDOWNER** shall administer the contracts to ensure that the **CONTRACTOR** complies with their obligations pursuant to their contracts. The **DISTRICT** shall be entitled to copies of all deliverables pursuant to the subcontracts between the **LANDOWNER** and the **CONTRACTOR**.

9. Both the **DISTRICT** and the **LANDOWNER** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

subcontractor(s), assign(s), agent(s) and/or successor(s). Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **LANDOWNER** under this **AGREEMENT** shall be deemed to be the property of the **DISTRICT** upon completion of this **AGREEMENT**.

10. The **DISTRICT** is not liable for any claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees arising out of or in any way related to this **AGREEMENT**. The **LANDOWNER** will fully defend, indemnify, save, and hold the **DISTRICT**, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees , arising out of or in any way related to this **AGREEMENT**. The **LANDOWNER** is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this **AGREEMENT**. The provisions of this paragraph survive the termination or expiration of this **AGREEMENT**.

11. The **LANDOWNER** shall procure and maintain, through the term of this **AGREEMENT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT's** Certificate of Insurance, attached and made a part of this **AGREEMENT as Exhibit "C"**. The coverage required shall extend to all employees and subcontractors of the **LANDOWNER**. The attached **DISTRICT's** Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative and shall include the **DISTRICT** as Additional Insured for General Liability.

12. The **LANDOWNER** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to 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.

13. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **LANDOWNER**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

14. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.

15. The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **LANDOWNER**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

termination shall be effected by delivery to the **LANDOWNER** of a Notice of Termination specifying the extent to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **LANDOWNER** for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "A", Statement of Work. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **AGREEMENT**. The **DISTRICT** may withhold all payments to the **LANDOWNER** for such work until such time as the **DISTRICT** determines the exact amount due to the **LANDOWNER**. In the event of termination for convenience by the **DISTRICT**, it is understood that:

- Pumps, pump drives or other salvageable equipment installed for the Pilot Project for purposes of project operation and maintenance will be returned to the SFWMD, at the expense of the SFWMD.

- The project site may be returned (at request of the Landowner) to pre-project conditions at the expense of the SFWMD.

- All salvageable monitoring equipment will be returned to the SFWMD at the SFWMD's expense.

16. The **LANDOWNER** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **DISTRICT**. If the Landowner chooses to do so it is understood that:

- Pumps, pump drives or other salvageable equipment installed for the Pilot Project for purposes of operation and maintenance will be returned to the SFWMD, at the SFWMD's discretion and expense.

- The project site may be returned to pre-project conditions at the Landowner's discretion and expense.

- All salvageable monitoring equipment will be returned to the SFWMD at the Landowner's expense.

17. The **LANDOWNER**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **LANDOWNER**, upon request, as to any such laws of which it has present knowledge.

18. It is the policy of the **DISTRICT** to encourage good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the **DISTRICT AGREEMENT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **AGREEMENT**.

    If the **LANDOWNER** materially fails to fulfill its obligations under this **AGREEMENT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **LANDOWNER** shall have thirty (30) days

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

to cure the breach. If the **LANDOWNER** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **LANDOWNER** that it has materially breached its **AGREEMENT** with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT'S** Governing Board shall determine whether the **LANDOWNER** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT'S** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a contractor should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover re-procurement costs in addition to all other remedies under law and/or equity.

19. **LANDOWNER'S** Duties Regarding Public Records:

A. Compliance with Florida Laws: **LANDOWNER** must provide public access to all records concerning this **CONTRACT** according to applicable Florida laws including Chapter 119, Florida Statutes. If **LANDOWNER** asserts any exemptions to Florida's public records laws, **LANDOWNER** has the burden of establishing and defending the exemption. **LANDOWNER'S** failure to comply with this section is a breach of this **CONTRACT**.

B. Recordkeeping and Public Access: If **LANDOWNER** receives a request from any member of the public for records associated with this **CONTRACT**, the **LANDOWNER** must promptly provide the requested records to the person requesting them and provide written notice to the **DISTRICT** of what was requested and what it provided to the requestor. In addition, **LANDOWNER** must: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the **LANDOWNER** upon termination of the **CONTRACT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

20. The **LANDOWNER** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **LANDOWNER** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The **LANDOWNER** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or 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 date of this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **LANDOWNER** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

21. All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT**'s **AGREEMENT** Number 4600002925. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District
Attn: Boyd Gunsalus, Project Manager
Attn: Linda Greer, Sr. Contract Specialist
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680
Telephone No. (561) 682-6396
Email: bgunsalu@sfwmd.gov

LANDOWNER [Insert name]
Attn: Tom Kenny, Project Manager
Address: 7801 SW Citrus Blvd.
Indiantown, FL 34956
Telephone No. (772) 221-3450
Email: TomSeabranch@aol.com

Should any Party change its address, written notice of such new address shall promptly be sent to the other Parties.

22. **LANDOWNER** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

23. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.

24. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.

25. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **LANDOWNER** 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 the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

26. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties 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

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

27. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.

28. 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**.

29. As required by Section 373.4591, Florida Statutes, the parties will establish a baseline condition determining the extent of wetlands and other surface waters on the property before improvements are constructed under the **AGREEMENT**.

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
By: _____
Date: _____
SFWMD PROCUREMENT APPROVED
By: _____
Date: _____

CAULKINS CITRUS COMPANY, LTD.

By:_____
Name of Authorized Individual

Title:_____

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

EXHIBIT "A"
STATEMENT OF WORK

Contract Number 4600002925
Water Farming Pilot Project
(Caulkins Water Farm Pilot Project)

1.0 INTRODUCTION

In 2005, the South Florida Water Management District (SFWMD or District) in conjunction with World Wildlife Fund, a group of South Florida ranchers, the Florida Department of Agriculture and Consumer Services (FDACS), and the Florida Department of Environmental Protection (FDEP), received funding to implement water management alternative pilot projects that retain and treat runoff on private lands for a project entitled Florida Ranchlands Environmental Services Project (FRESP). The Project involved the design, field test, and evaluation of a market based approach for retaining runoff from ranchlands in the drainage area of Lake Okeechobee. The results of the pilot project led to a market-based program to obtain environmental services on South Florida ranchlands that is known as the Northern Everglades Payment for Environmental Services (NEPES) Program.

The concept of "Water Farming" is a similar proposed approach to achieve comparable environmental services. "Water Farming" utilizes fallow/out-of-production citrus lands to retain or store surface water that reduces total run-off and nutrient loading to natural systems. This new concept has been identified as a prudent water management and land practice that can help address environmental water resource issues including reducing the volume of undesirable discharges released to the St. Lucie and Caloosahatchee River estuaries. To determine if water farming can assist in meeting basin-specific water resource objectives, several considerations have been assessed and it has been determined that additional data should be collected and evaluated to determine whether the environmental benefits justify the cost. To achieve this, the SFWMD under the Dispersed Water Management Program entered into agreements with citrus grower associations to conduct feasibility assessments and now proposes to enter into cooperative pilot project agreements with citrus growers to implement, monitor and evaluate the costs and benefits of "Water Farming." Primary goals for the pilot project are to document the costs and benefits that include on-site construction, infrastructure improvements, environmental assessments, facility operations and maintenance and document the corresponding water resource benefits. The SFWMD is coordinating closely with other agencies including Florida Department of Agriculture and Consumer Services and U.S. Department of Agriculture Natural Resources Conservation Service (USDA NRCS), our Collaborative Partners, and stakeholders regarding this effort.

2.0 PROJECT OBJECTIVES

The goals and objectives of the "Water Farming" Pilot Project is to design, field test and evaluate components of a market based approach for securing environmental services that provide surface water retention/storage and nutrient reduction on fallow citrus agricultural lands. The "Water Farming" Pilot Project is a feasible and cost effective approach to evaluate the cost effectiveness in achieving the goals and objectives of the "Water Farming" concept and the Dispersed Water Management Program.

Designs of individual pilot project sites will be developed and cost effectively implemented based on the following approaches:

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

- Above ground flooding of former grove production areas: Consider and evaluate water stored above ground in uplands. The cost estimates and benefits would include all necessary on-site improvements to ensure impoundment stability at varying water control depths up to four (4) feet.

- Retaining additional stormwater only in existing water management facilities: Above ground storage may not always be possible due to factors such as site suitability (agro-chemical composition and ecologically required corrective actions) and costs. With these types of instances, consider and evaluate the costs and benefits for facilities that store water in on-site ditches, furrows and detention areas that could provide on-site retention/storage and groundwater recharge.

- High percolation sites: Consider and evaluate surface water retention on deep sand ridge sites where water is diverted away from the regional system thereby reducing the volume of surface water reaching the estuaries and then infiltrated in sandy soils recharging the aquifer system.

Consideration of adjacent properties is also an important criterion of the "Water Farming" concept so that implementation of pilot projects will not adversely impact adjoining or surrounding land.

The following are specific objectives and environmental benefits of this "Water Farming" Pilot Project:

- Implement water farming designs that reduce the volume of stormwater discharged from direct rainfall at the selected sites and/or reduce the regional system volume of water being released to the St. Lucie Estuary. The designs will also reduce the load of TP and TN discharged to the St. Lucie Estuary.

- Monitor and document the costs and benefits of the "Water Farming" Pilot Project to make an informed decision regarding the future role of water farming in improving water resources for the estuaries.

3.0 SCOPE OF WORK

The landowner shall perform the activities described in its proposal provided as Exhibit D consistent with but subordinate to the Deliverable and Payment Schedule provided as Exhibit B. Landowner shall complete the work described in Exhibit D in coordination with the SFWMD and other collaborating state and federal agencies. Any recovery costs to return the land to its pre-contract condition at the completion of the agreement with the landowner shall be paid for by the landowner. The landowner shall provide SFWMD and Collaborating Agency Partners access to the "Water Farming" Pilot Project.

This project will assist in determining the cost effectiveness of the "Water Farming" concept in reducing discharges to the St. Lucie Estuary and conserving related water resources. The scope of work for this effort includes:

- Planning, design, survey and engineering

- Permitting, project feature construction and monitoring equipment installation

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

- Facility operation, flow and other data documentation, reporting and maintenance for the length of the agreed contract terms.

The pilot project shall include data collection, reporting and a SFWMD conducted cost and benefit evaluation.

4.0 WORK BREAKDOWN STRUCTURE

The landowner shall enter into contracts with appropriately qualified Professional Engineers (PEs), Professional Surveyors and Mappers (PSMs) and contractors registered in the State of Florida necessary to design, permit, construct, operate and maintain the project. The project to be implemented shall consider environmental assessment information conducted on the project site (by the SFWMD or its contractors) or shall only retain water within the existing surface water management components on the pilot project site (on-site canals, ditches, furrows and detention areas).

Tasks to be performed by the Landowner:

Task 1 - Planning, Design, Survey and Engineering
Task 2 – Permitting, Project Feature Construction & Monitoring Equipment Installation
Task 3 - Operations & Maintenance including Flow and Other Data Documentation

5.0 PERFORMANCE

The performance on this Statement of Work (SOW) will be evaluated by the SFWMD Project Manager and collaborating agency partners. Amendments to this SOW may be considered although any changes to the SOW must be memorialized through a duly executed amendment to the Agreement between the parties. This contract may be extended for follow-on activities associated with the "Water Farming" Pilot Project subject to execution of a duly executed amendment. At the end of the initial contract term the parties may choose to participate in a modified or scaled-up project contingent on project cost and available funding. Participation will be based on rules and procedures developed during the Pilot Project. No party who participated in the Pilot Project is obligated to participate in a modified or scaled-up project.

The parties are encouraged to seek appropriate opportunities to publicize this initiative and inform interested parties of its purpose and results. The form and content of all such publicity, including any announcements to be made by the parties, shall be mutually agreed upon in advance by each of the parties. Each party will give the other reasonable time to review material on the project prepared by the other.

6.0 DELIVERABLES

The SFWMD Project Manager will review the supporting documentation to verify completion.

Task 1 - Planning, Final Design, Survey and Engineering

a. Preliminary project timeline/schedule including design, permitting, construction, site data collection, operational plan and pilot project operations.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

b. Data collected including surveys and final design/specifications. Final designs should be signed and sealed by a PE registered in the State of Florida.

Task 2 – Permitting, Project Feature Construction and Monitoring Equipment Installation

a. All local, state and federal permits, permit modifications and/or other permit actions necessary to implement the "Water Farming" Pilot Project.

The SFWMD will coordinate with USDA NRCS, and collaborative partners to obtain state and Federal agreements that will include conditions that allow landowners who participate in the "Water Farming" initiative to return land to the documented original boundaries of any wetland that was increased in size as a result of participating in the program. The SFWMD will coordinate with USDA NRCS, the U.S. Fish and Wildlife Service, and the other collaborative partners to implement the process by which Landowners who participate in the "Water Farming" initiative will have the project design and project operations evaluated by the appropriate state and federal agencies to establish that there is no anticipated adverse effect on threatened or endangered species resulting from the implementation of the project and or the return to pre-project conditions at the end of the pilot project. However, there is no guarantee that such agreements will be executed. In accordance with Paragraph 29 of the agreement, District Staff will coordinate site visits with the landowner to establish a baseline condition determining the extent of wetlands and other surface waters on the property before improvements are constructed.

Participation by a Landowner in the "Water Farming" Pilot Project will require the following:

- The projects will not be included in USDA NRCS conservation plans or TMDL implementation plans and will not be counted toward nutrient reductions needed to achieve a TMDL;

- The Landowner will not be held responsible for providing equivalent pollutant load reductions as those achieved by the project in the event a Landowner elects to discontinue the "Water Farming" Pilot Project.

b. Implementation of final "Water Farming" Pilot Project design as permitted. Task completion includes As-Built documentation to be signed and sealed by a PSM registered in the State of Florida and Certification of Project Completion signed and sealed by a PE registered in the State of Florida.

At the end of the pilot term of the contract, ownership of all equipment related to the operation, maintenance and monitoring of the project installed for purposes of the "Water Farming" Pilot Project, with the exception of pumps, pump drives and water quality monitoring equipment, will become the property of the Landowner. The SFWMD will provide the stage and rainfall data monitoring equipment and pay the direct capital cost for this monitoring equipment for the "Water Farming" Pilot Project. It will be the responsibility of the Landowner to install and maintain the monitoring equipment.

Task 3 - Operations and Maintenance, Flow Data Documentation and Participation

a. The Landowner shall operate the "Water Farming" Pilot Project in accordance with the approved operational plan, deliverable schedule and document operations appropriately to

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

enable computation of water retention/storage volumes and potential estimates of the associated nutrient load reductions. The daily surface water stage and rainfall records will be submitted to the District's Project Manager monthly along with management records using a template developed jointly between the Landowner and the District's Project Manager. The management records will include pumping information necessary to calculate pumped volumes, documentation that structure elevations were maintained as specified by the design and operation plan, a description of any changes in structure management, damages to structures, date of damages or changes, the reasons for making changes, and general site conditions including other activities that are permitted or required by the contract. Within two (2) months after the end of each year of operation, the Landowner shall submit a summary of all data collected to date. This data includes water level, rainfall, flow, costs, operational issues, and any other information applicable to achieving the pilot project objectives.

b. Any secondary water quality monitoring for the Pilot Project conducted by the SFWMD will be limited to flows and nutrients unless mutually agreed by the parties that other parameters should be measured. Landowners will conduct the flow monitoring.

c. All Parties agree to cooperate over the course of the study period with Collaborating Partners, Landowners, contractors, consultants, economists, accountants, analysts, engineers, project managers and other related personnel responsible for developing and documenting the cost of service and cost benefits analysis of the Pilot Project.

d. The Landowner shall participate at a minimum in up to four (4) "Water Farming" Pilot Project meetings per each calendar year of the project to discuss results, pilot project implementation issues and proposed modifications, and other issues.

e. The Landowner shall provide Collaborative Partners with input and advice on the implementation of all aspects of the "Water Farming" Pilot Project.

f. A final monitoring report, with "Final Report" included in the title, shall be submitted within four (4) months of the end of the operations Task. The report must include a Project Summary Section that provides a complete summary of all data and activities that have occurred throughout the contract period to determine whether the "Water Farming" Pilot Project was operated according to the design and operational plan. A comparison of projected and actual project performance (including volumes stored) based on operational changes also must be included with an explanation of any deviations from the design. Previous, existing, and projected operational problems must be discussed in detail.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

EXHIBIT "B"
DELIVERABLE & PAYMENT SCHEDULE

- A summary deliverable and payment schedule is set forth below.
- Each deliverable listed below shall be submitted to the SFWMD with corresponding invoices. All events may include General and Administrative costs with the exception of the Participation Payment.
- Payment for deliverables are estimates and may be subject to adjustments or change between the first two Tasks. Total payment to the Landowner may not exceed the amount set forth below without an amendment to this Contract.
- Landowner will be reimbursed for costs incurred under Tasks 1 through 3 and shall submit documentation of actual expenditures with invoices.
- The participation and total amounts are not-to-exceed amounts. Invoices shall show actual costs incurred within the not-to-exceed limitation accompanied by adequate documentation to justify actual expenditures. Payment by the SFWMD is also subject to satisfactory completion of all deliverables under each task.

Task	Event	Deliverable	Due Date	SFWMD Payments Not to Exceed	Landowner
1	Planning, Design, Survey & Engineering	Final Design, Operations and Maintenance Plan	Within 1 year of agreement execution	$ 0	$ 50,000
2	Permitting, Project Feature Construction & Monitoring Equipment Installation	Includes labor, materials, equipment, contracted costs, administrative costs and construction management costs. Final construction invoice includes As-Builts and Certification of Project Completion	Within 1 year of agreement execution	$ 301,976	$ 127,391
3	Operations & Maintenance	Includes operating (labor and management), fuel, repair and maintenance, monitoring and compliance, and general and administrative costs.	Quarterly after Certification of Project Completion $215,900 per year	$ 431,800	$ 0
	Participation Payment	Compliance with permits and Agreement terms and conditions	Equal Quarterly installments after Certification of Project Completion Annual Fixed Price $264,930 per year	$ 529,860	$ 0
			TOTAL	**$ 1,263,636**	**$ 177,391**

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

EXHIBIT "C"
INSURANCE REQUIREMENTS

In accordance with Paragraph 11 of this **CONTRACT**, the information listed in this Exhibit "C" defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the DISTRICTshall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on page 6 of this **CONTRACT** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY	$1,000,000	SFWMD Additional Insured
COMPREHENSIVE FORM OCCURRENCE FORM PREMISES / OPERATIONS DELETE XCU EXCLUSION PRODUCTS / COMPLETED CONTRACTUAL INDEPENDENT CONTRACTORS BROAD FORM PROPERTY PERSONAL INJURY		
AUTOMOBILE LIABILITY		
ANY AUTO NON-OWNED	$300,000	SFWMD Additional InsureOWNED
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		
	Coverage:	Statutory
	Limit:	$100,000 each accident $100,000 disease-each employee $500,000 disease policy limit

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

CERTIFICATION OF INSURANCE

Agent/Broker	Insured
Name: Address: Telephone: EMAIL: FAX:	Name: Address: Telephone: EMAIL: FAX:

Agent/Broker Certification:

Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter.

I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida.

_____ Agent/Broker Signature _____ Date

Carrier Letter I.D.	Type of Coverage	Policy Limits	Carrier information
A	**General Liability** (Place check to the left of the coverage provided) Comprehensive Form Occurrence form Premises Operations Delete XCU Exclusion Products Completed Contractual Independent Contractors Broad Form Property Personal Injury Blasting Demolition Watercraft Pollution	Bodily Injury & Property Damage $_____ Combined Limit	Company A Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/___
B	**Automobile Liability** Any Auto Owned Non - Owned	Bodily Injury & Property Damage $_____ Combined Limit	Company B Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/___
C	**Workers' Compensation and Employer's Liability**	*Statutory Limits* $100,000/Accident $100,000/$500,000 Disease	Company C Name _____ Policy No. _____ Effective Date ___/___/___ Termination date ___/___/___
D	**Professional liability**	$_____	Company D Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/__
E	**Builder's Risk/Installation Floater**	@100% of Value	Company E Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/___
F	**Aircraft Liability**	Bodily injures & Property Damage $_____ Combined Limit	Company F Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/___
G	**Environmental Impairment Liability**	Bodily injures & Property Damage $ _____ Combined Limit	Company G Name _____ Policy No _____ Effective Date ___/___/___ Termination date ___/___/___

Certificate Holder:	Additional Insured:	For District Use Only:
South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406	The South Florida Water Management District is named additional insured under the General and Auto liability policies identified herein.	Compliance with Contractual Insurance Requirements reviewed by: _____ Initials _____ Date

2005 SFWMD Insurance Certification.doc

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

EXHIBIT "D"
WATER FARMING PILOT PROJECT PROPOSAL

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
SUBMITTAL FORM AND INSTRUCTIONS
April 2013

SUBMITTAL CHECKLIST

This checklist is provided to assist in preparing a submittal for the NE-PES Program. In order to have an eligible submittal it is recommended that a respondent use this sheet to check that all requirements have been completed, are in the proper order and contain the figure and attachment numbers identified below.

Pages of the Submittal Form and Instructions are listed following the Section numbers. Most of these pages require information to be inserted *on the page*. Checking off the page numbers as each is completed will assist in making sure a submittal meets all the requirements.

✓	Requirement
✓	Transmittal Letter
✓	Page 2 is filled out completely and signed
	Section 1 – Overview **pg. 3 and 4**
✓	A **Project Location Map** is complete and added as Figure 1.1
✓	A **Site Map** as exists today and as proposed is added as Figure 1.2
✓	The **Project Overview** is complete on Page 4
	Section 2 – Proposed Schedule and Plan for Project **pgs. 9-27**
✓	A Detailed **Project Description & Participation Plan** is complete as Attachment 2.1
✓	The **Project Schedule & Project Management Plan** is complete on Page 9
✓	A **Permitting Plan** is not needed: permit is in place and letter mod is under review
✓	A **Monitoring Plan** is complete on Page 11
✓	An **Operations & Maintenance Plan** is complete on Page 11
	Section 3 – Project Funding Plan **pgs. 28-36**
✓	A **Project Funding Plan** is complete as Attachment 3.1
✓	A **Deliverables & Payment Proposal** is complete on page 29
✓	A letter from an **Insurance** Agent complying with the instructions on page10 of *the Dispersed Water Management Program, "Water Farming" Pilot Project for Submittal Guidelines* & Sample Contract, Exhibit "C" is added as Attachment 3.10
	Section 4 – Profile of Respondent & Respondent's Team **pg. 37**
✓	The respondent's history, qualifications & experience information and a **Team Summary** is on page 37
	Section 5 – Explanation of Public Benefit **pg. 38**
✓	Discussion of public benefit is complete on page 38

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
SUBMITTAL FORM AND INSTRUCTIONS
April 2013

The undersigned Respondent has read all of the terms and conditions of the Dispersed Water Management "Water Farming" Pilot Project Invitation for Submittal Guidelines and Submittal Form & Instructions, including the Sample Contract between the District and the Respondent, and certifies that all of the information contained within this Submittal and subsequent Attachments is true and correct to the best of his/her knowledge, and that the Respondent will enter into a contract consistent with the Sample Contract in the event of an award.

Respondent's Legal Name: (State Div./Dept. if applicable) ***Caulkins Citrus Company, LTD.***	Respondent's Address: ***7801 SW Citrus Blvd*** ***Indiantown, FL 34956*** Section/Township/Range: **29 & 30 / 39 / 40**
Project Title: ***"Caulkins Water Farm Pilot Project"***	Payment Schedule & Total Funding Amt Requested: ***Contract Signing*** ***$150,988*** ***Construction Completion*** ***$150,988*** ***8 Quarterly O&M / Participation*** ***$127,573 / quarter*** ***Total*** ***$1,322,556***
Environmental Benefit Estimation: Storage estimate in Acre-Feet: ***6,780 acre-feet per year***	Date of Incorporation: ***10/16/1961*** State of Incorporation: ***Florida*** Federal ID No.: ***59-1046068***
Authorized Person's Name: Signature: _____ Title: ***George P. Caulkins, III, Pres.*** ***Citrus Managers, LLC*** ***518 17th St*** ***Denver, CO 80202*** ***GENERAL PARTNER***	Telephone Area Code /Number: ***303-892-1691*** Electronic Mail (Optional): ***george@greendeck.com***

What percent of the total project cost is requested from this program (less than 100% if landowner cost-share is proposed)? ***75%***

Attachment Checklist:

- Figure 1.1 – Project Location Map
- Figure 1.2 – Site Map (existing and proposed)
- Attachment 2.1 – Detailed Project Description
- Attachment 3.1 – Project Funding Plan
- Attachment 3.10 – Insurance Documentation
- THE REMAINING ATTACHMENT ANSWERS ARE INCLUDED WITHIN THIS FORM

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
SUBMITTAL FORM AND INSTRUCTIONS
April 2013

SUBMITTAL FORM

Section 1. Eligibility Criteria and Overview
Project Location and Description

1.1 Attach Figure 1.1 – Project Location Map – a map on 8.5" by 11" paper (with the option to submit larger sizes in addition), showing the physical location of the project with respect to the watershed and clearly identifying the boundaries of the drainage basin.
Attached as Figure 1.1 General Location Map showing C-44 Canal Basin
Attached as Figure 1.1.1 Map showing Location in St. Lucie River and Lake Okeechobee Watersheds

1.2 Attach Figure 1.2 – Site Map – a map on 8.5" by 11" paper (with the option to submit larger sizes in addition), showing the physical and hydrological boundaries (e.g. drainage area) of the property/project, boundaries of the property, project location within the property, a north arrow, scale (e.g., 1 inch = 100 feet), the nearest road intersection (a recent aerial photograph may be used), drainage patterns, existing and proposed structures and monitoring sites, and discharge points.
Attached as Figure 1.2 Site Map of Caulkins Overall Property & Pilot Project
Attached as Figure 1.2.1 Site Map of "Water Farm" Pilot Project

1.3 The drainage basin(s) where services will be provided (Fig.1)
South Florida Water Management District (SFWMD) C-44 Canal Basin and the St. Lucie River and Lake Okeechobee Watersheds

1.4 Name of nearest surface water body (river, tributary, canal) to which project area discharges
C-44 Canal

1.5 Distance to nearest surface water body identified above (miles)
The "Water Farm" is approximately 0.2 miles from C-44 Canal but is directly connected through an intake canal with a permitted pump station.

1.6 Describe project's historical and existing land use and/or operations. Please include history of cropping within the footprint and identify any known agro-chemical use or disposal sites and include a copy of a Limited Phase I/II Environmental Site Assessment document.
The entire 3,275 Caulkins Citrus acre parcel was previously a citrus grove with associated beds, furrows, and a network of internal and perimeter irrigation canals. The grove is no longer functional due to impacts from off-site citrus canker and greening, and the 2004 hurricane season; however, the abandoned citrus trees, beds and furrows still remain and are somewhat overgrown.

Based upon the results of the Phase I/II Environmental Assessment, performed by PSI Engineering on November 29, 2012 and included as Appendix 1, there are no recognized environmental conditions identified which would preclude the subject property for the proposed use as a dispersed water storage reservoir. Additional assessment or corrective actions are not required.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
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April 2013

1.7 Project Overview. Provide a brief project summary that includes the following items:

- Proposed modifications to the existing water management infrastructure;
- Private and public benefits and uncertainties or level of confidence associated with the proposed project in achieving the desired result and providing the estimated benefits;
- Projects ability to provide and document the stated results;
- Estimated average annual water retention from the pilot project utilizing a water budget analysis with a 10-year period of record; and
- Statement of potential water resource related impacts to adjacent property owners.

The Caulkins "water farm" is proposed on 450 acres of the existing Caulkins Citrus property located in Martin County. Existing infrastructure, permitted and in place, will be modified to create a water retention area capable of storing 6,780 acre-feet of water annually. It uses a simple strategy afforded by its unique location with a direct connection to the C-44 Canal. Water will be "harvested" from the C-44 using two pumps, one electrical and the other diesel, capable of moving 45,000 gallons per minute. The water is pumped into existing on-site ditches and gravity fed to the "farm". The only modification needed is construction of a perimeter berm around the "farm". The existing pump station shall act as the control structure, allowing the water to be controlled at 28-ft NGVD. An emergency relief is provided allowing excess water arriving on to the site by a surprise rain event to flow into remainder portions of the Caulkins property and then routed through existing infrastructure. The water table is unconstrained and the on-site soils are highly conductive.

Geological testing provides a high level of certainty to the calculated volumes forecast to be "farmed". The full geotechnical report is included as Appendix 2.

Public benefits will be immediate in reduction of discharges to the estuaries and recharging of the ground water tables.

During the pilot project, pumpage records will be kept documenting the amount of water pumped from the C-44 onto the "farm". A daily log will be established recording weather conditions, rainfall, temperatures and water levels within the area of the "water farm".

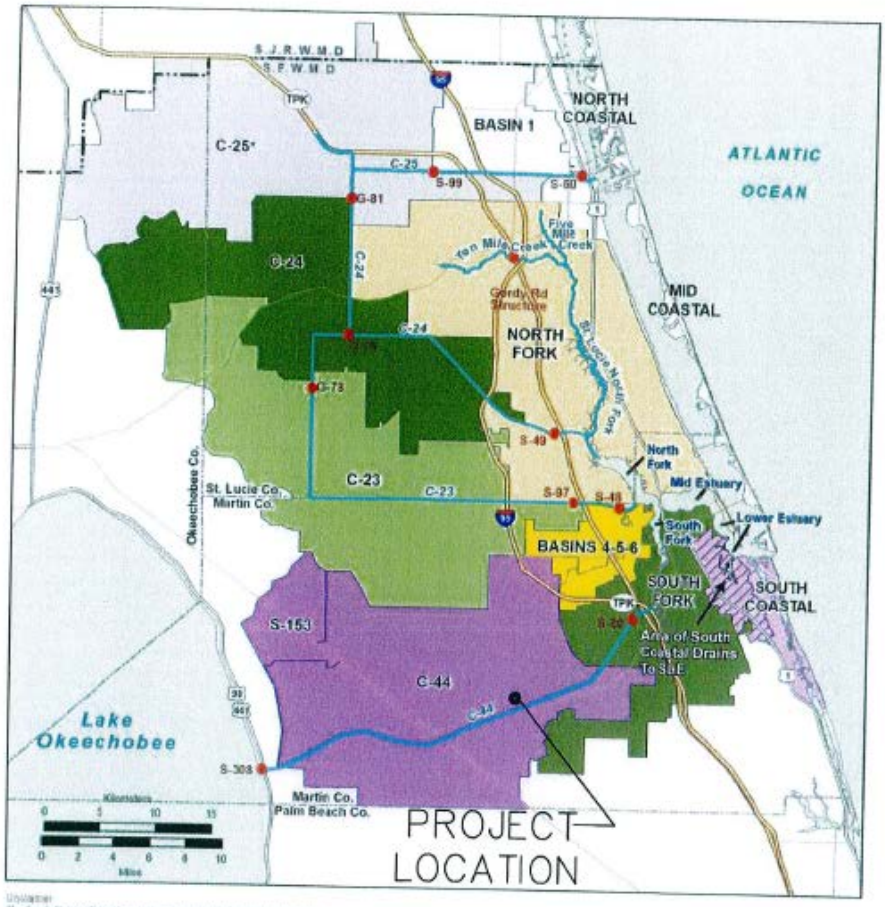
A detailed calculation of the water budget for the "farm" is contained in section 2.1 of this response.

There are no foreseeable water resource related impacts to adjacent property owners. This is discussed in further detail in section 2.1 of this response.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

GENERAL LOCATION MAP SHOWING C-44 CANAL BASIN

SECTIONS 16-21 and 28-30
TOWNSHIP 39 SOUTH
RANGE 40 EAST



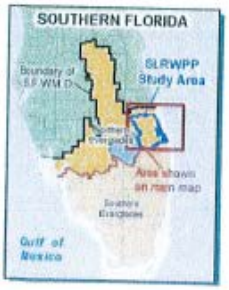
St. Lucie River Watershed Protection Plan Sub-Watersheds

- Basins 4-5-6
- C-23
- C-24
- C-44&S-153
- North Fork
- South Coastal
- South Fork
- C-25 *

Indian River Lagoon Sub-Watersheds

- Basin 1
- Mid Coastal
- North Coastal

* Considered part of the St. Lucie watershed when discharging to the St. Lucie Estuary



The MilCor Group, Inc.

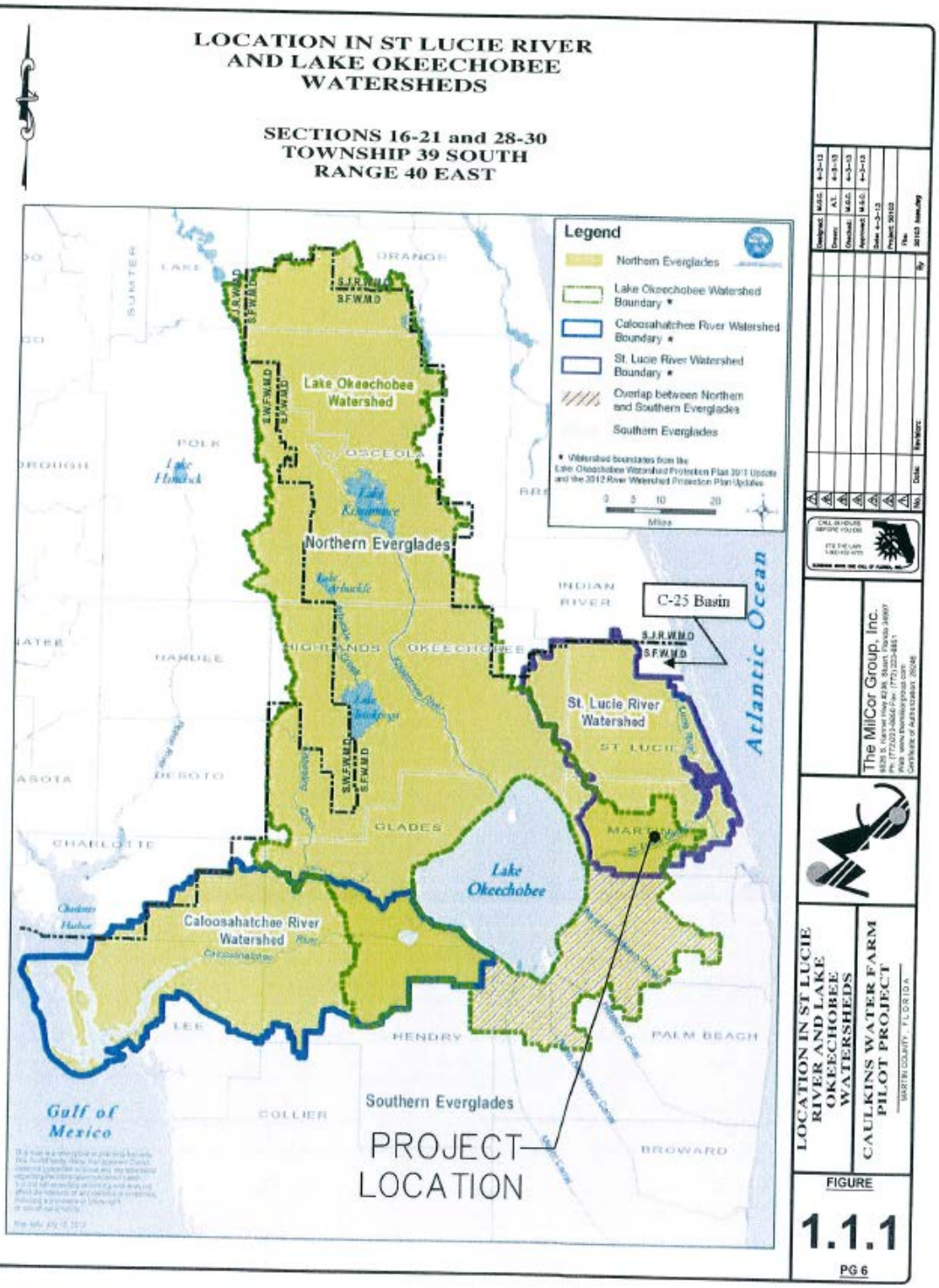
GENERAL LOCATION MAP SHOWING C-44 CANAL BASIN

CAULKINS WATER FARM PILOT PROJECT
MARTIN COUNTY, FLORIDA

FIGURE 1.1

PG 5

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)



Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

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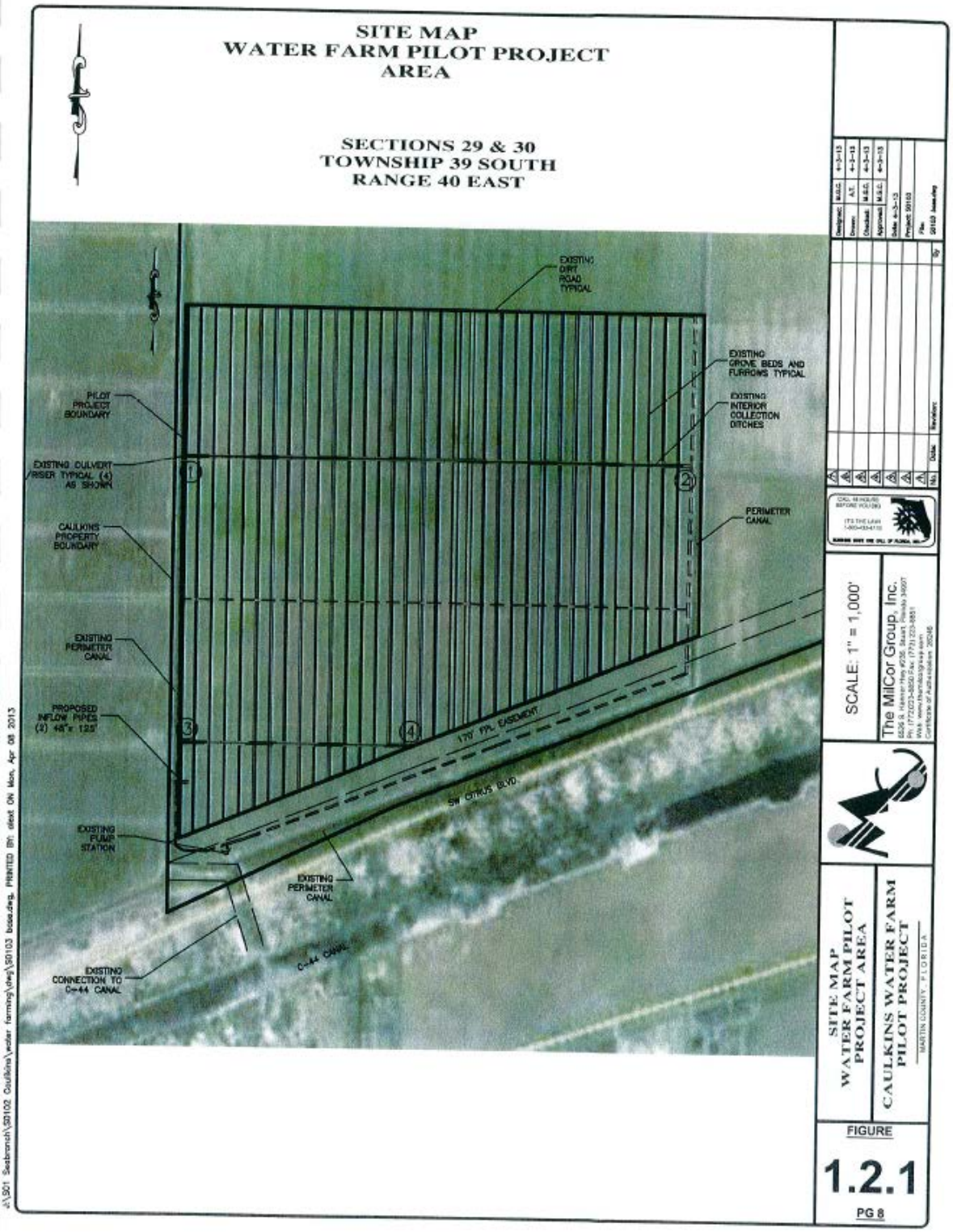

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
SUBMITTAL FORM AND INSTRUCTIONS
April 2013
Section 2. Proposed Schedule and Plan for Project

2.1 Detailed Project Description and Conceptual Drawing. Attach a detailed project description including all modifications to the existing water management structure(s), an estimate of annual average water retention and a Conceptual Drawing. Include all data and maps (e.g. topographical information) used. The information presented in this section should provide sufficient assurance to the Selection Committee that the proposed project will generate the environmental benefit estimated. Inclusion of drawings, plans, specifications, or feasibility or design reports is encouraged. When describing the project, the following minimum information is to be provided:

- Detailed description of proposed approach or design;
- Conceptual Drawing;
- Specific tasks associated with project; and
- Written and/or graphical description of the design for proposed construction projects including:
  - Existing and proposed facilities (pumps, levees, etc.) *Note: pumps purchased for the project remain in District ownership*;
  - Facility operational schedule and responsible operational LANDOWNER;
  - Wetland boundaries and impacts (mitigation plan if appropriate);
  - Existing and proposed topography to determine existing runoff rates and patterns; and
  - Hydrologic analysis to evaluate upstream, downstream and on-site impacts.

See Attachment 2.1

2.2 Project Schedule and Management Plan. In conjunction with Item 2.1 above, attach a proposed project schedule and management plan. Also summarize the project schedule in the spaces provided below. Examples of major tasks may include Final Design and Permitting, Monitoring Equipment installation, Construction, and Participation Payment including O&M.

The Caulkins Water Farm is only a few short weeks from being ready to go - as soon as we receive District authorization to proceed:

To date, all design work is complete. The pump station and direct connection to the C-44 is in place. Emergency overflow structures are in place. An ERP and Water Use permit is in place (#43-00360-S), and a letter modification for the modifications to "farm" is currently under review with an anticipated issuance of May 2013.

The modifications to existing infrastructure are very minimal to implement the Water Farming Project. These are described in detail on pages 3-6 of Attachment 2.1 - Configuration which follows this section. The tasks include construction of a perimeter berm, construction of a gravity feed pipe, and cleaning canals.

The management plan consists of a daily log documenting the amount of water pumped from the C-44 onto the "farm", along with recording weather conditions, rainfall, temperatures and water levels within the area of the "water farm" by farm manager Ron Hataway who has been on the site since the mid 1960's. Project oversight shall also be provided by both Melissa G. Corbett, P.E. and Thomas G. Kenny, CGC.

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DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
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April 2013

Major Task Name & Description	Start Date	End Date	Time Required	Task Dependence
Final Design	***COMPLETE***			
Permitting	***LETTER MODIFICATION UNDER REVIEW***			
Monitoring Equipment Installation	July 12	July 19	1 week	SFWMD Authorization
Install Influent (Gravity Feed) Pipe	July 12	July 19	1 week	
Construction of Perimeter Berm	July 22	Aug.12	3 weeks	
Maintenance work on canals	Aug. 12	Aug. 19	1 week	
Begin pumping water into "farm"	Aug. 20			

2.3 Provide the following Information:
Average annual estimate of retention (ac-ft/yr) ***6,780 ac-ft / yr***
This water use budget is based on retaining all rainfall, and filling the reservoir three times. All calculations and data are included within Attachment 2.1

2.4 Permitting Plan. Develop a permitting plan that lists the permits or permit exemptions required for this project and the expected completion date. Provide any contacts and discussions that have occurred regarding the permitting of this project. For information about South Florida Water Management District permit requirements, contact Ms. Kelly Cranford at (863) 462-5260 X3005 and contact Mr. Greg Hendricks at (352) 338-9543 for ACOE Regional General Permit and USFWS Consultation. Note that there needs to be a sufficient base level of information to provide meaningful feedback on permit requirements. For example:

- Existing and proposed facilities (pumps, levees, etc.);
- Facility operational schedule and responsible operational LANDOWNER;
- Wetland boundaries and impacts (mitigation plan if appropriate);
- Existing and proposed topography to determine existing runoff rates and patterns; and
- Hydrologic analysis to evaluate upstream, downstream and on-site impacts.

Caulkins Citrus has an existing ERP / Water Use Permit, #43-00360-S, which is attached as Appendix 3. In accordance with the permit, there are no wetlands within the 3,275 acre property, and the pump station, direct connection to the C-44, and emergency overflow structures are permitted and in place. Additionally, a letter modification to construct the perimeter berm and gravity feed pipe has been submitted to SFWMD. We are currently addressing minor comments, and anticipate having the modification in place prior to authorization to begin by the SFWMD Governing Board.

Permit Description (include existing and proposed)	Expected Completion Date
Existing ERP / Water Use Permit #43-00360-S	***Complete***
Letter Modification	***May 10, 2013***

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ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
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April 2013

2.5. Is the project being undertaken in response to permit requirements or other actions taken against the Respondent by the District or any other agency? (A project must not be proposed solely in response to a permit requirement.)
Yes _____ ***No XX*** If yes, explain:

2.6 Monitoring Plan. All sites will be required to provide the following data to document the provision of the environmental benefit over the life of the contract. Attach a monitoring plan describing the activities that the applicant will undertake to document that the project will be operated and maintained to provide the water retention estimated including but not limited to: Field notebook records of practices within the project footprint that may affect retention or water management; including documentation that board elevations at each outlet were maintained as specified by the design and operation plan; a description of any changes in board management, damages to the structures that compromise water retention capability, date of the damages or changes, the reasons for making any changes to the water management operations, including approvals from the District during the reporting period; and general site conditions.

During the pilot period of the project and continuing into a long term operation, pumpage records will be kept documenting the amount of water pumped from the C-44 onto the "farm".

A daily log will be established by farm manager Ron Hataway, who has been on the site since the mid 1960's, recording weather conditions, rainfall, temperatures and water levels within the area of the "water farm".

Water quality (TP, TN), groundwater, and soil monitoring shall also be documented.

Surface water, groundwater, and soil monitoring is assumed to occur monthly and water quality monitoring is estimated to occur quarterly. The monitoring data would be reviewed by the landowner, compiled into a report and submitted to applicable agencies.

2.7 Operation and Maintenance (O&M) Plan. Attach an O&M Plan designed to assure the proper operation of the project including responsible entities.

The Caulkins "Water Farm Pilot Project" will be operated and maintained on a daily basis by farm manager Ron Hataway who has been on the site since the mid 1960's. Melissa G. Corbett, P.E., who has designed the facilities to be used during the pilot program, and Thomas G. Kenny, CGC, will provide supervision and oversight during the construction, operation and maintenance of the facility and monitoring programs.

Operational and maintenance items include removal of any heavy vegetation, cleaning of the onsite canals, and mowing the containment berm. These tasks are intended to occur twice per year. Mr. Hataway shall monitor the condition of all structures, and immediately repair areas of concern.

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ATTACHMENT A
DISPERSED WATER MANAGEMENT NORTHERN EVERGLADES
"WATER FARMING" PILOT PROJECT
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April 2013
Section 3. Project Funding Plan

3.1 Provide a funding plan (schedule and amounts) for the project encompassing all cost related factors (including sources, cost-sharing percentages) of the project during the design and construction phases and throughout the life of the project. Utilizing the specific detailed costs in your submittal and the Project Cost-Effectiveness Analysis Template provided as Attachment C. These cost factors should include:

- Design costs including , final design, surveying, and permitting costs;
- Construction costs including site preparation, materials, construction contract fees, and construction management;
- Participation Payments proposed by the respondent beginning after construction certification which will include operating and maintenance costs; for projects with pump facilities; and
- Monitoring Equipment costs.

The Project Funding Plan should also include the following:

- Public funding responsibilities
- Private funding (if any)

See Attachment 3.1 and Attachment B, beginning on Page 30.

Respondents are also requested to complete the following project cost information table.

3.2 Program funding amount requested	**$1,322,556**
3.3 Total private contribution or other public funding (if any)	**$441,460**
3.4 Total project cost	**$1,764,016**
3.5 Percent SFWMD funding	**75%**
3.6 Percent Private Funding	**25%**
3.7 Public cost per ac-ft retention.	**$97.53**
3.8 Total cost per ac-ft retention	**$130.09**

3.9 Deliverables and Payment Proposal

Provide at a minimum the following information related to the funding requested.

Major Task/Deliverable Name	Project Phase & Schedule	Payment Requested
Final Design		
Permitting	**Complete**	**None**
Construction Commencement	**July 2013**	**$150,988**
Construction Completion	**1-1/2 months**	**$150,988**
Participation Payment including O&M	**8 Quarterly Payments**	**$127,573**

Please refer to Table 3.7 on Page 33 for additional details

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3.10 Insurance documentation (see the Invitation for Submittal Guidelines)
The required Certificate of Insurance is attached as Attachment 3.10.

3.11 Corporate Good Standing

Is the respondent a corporation or partnership? ***Yes X*** No _____. If a respondent is a corporation or partnership, the respondent must be in good standing with the Florida Secretary of State at the time of proposal submission (even if the respondent is an out of state corporation) and throughout the performance period of any ensuing contract award. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of proposal submission will not be considered eligible for participation in this program.

Caulkins Citrus Company, LTD is a Florida Limited Partnership in good standing. A form showing good standing, issued by the Florida Department of State is attached as Attachment 3.11.

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Section 4. Profile of Respondent and Respondent's Team (Qualifications and Good Stewards)

4.1 Respondent Team Summary. Develop and attach a summary of the team structure and roles. Also include the following partnership related information in the summary:

- Expected project delivery capabilities of private partners
- Private partner's longevity in the community and environmental good steward history including any agency enforcement activities
- Qualifications of individual(s) who will be assigned to this project, including experience in similar work and projects

George P. Caulkins, III, is the land owner and President of the Limited Partnership's General Partner. He is a graduate of Yale University. A decorated Marine Corps Officer. He has been involved with Caulkins Citrus his entire life. He is widely experienced in business management, accounting, finance and entrepreneurship.

Ron Hataway is the "Water Farm Manager". Ron is an agricultural expert having managed the Caulkins operations in all phase from soil preparation, planting, harvesting, marketing, transportation, farm labor and operations. He has been the farm manager of Caulkins Citrus for four decades. He is a Martin County native and U.S. Army veteran.

Melissa Corbett, P.E. is the project engineer of record. Ms. Corbett has over 16 years of experience in all aspects of civil engineering including overall project management and coordination of projects, feasibility analyses, computer modeling, planning, design, permitting, preparation of reports, preparation of project manuals and cost estimates for water distribution, sanitary sewer collection, storm water, and biosolids systems. Ms. Corbett has also overseen numerous construction activities in the field for commercial, residential and municipal projects. She is a graduate of Central Florida University and very active in her community.

Tom Kenny is the Pilot Project Manager. Tom is a Certified General Contractor and Licensed Real Estate Broker. He is a Certified Civil Engineering Technician. He is a former Martin County Commissioner and current serves of the South Florida Water Management District's Water Resources Advisory Commission. He has over forty years experience in the design, permitting, construction, operation and management of civil engineering project.

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"WATER FARMING" PILOT PROJECT
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April 2013
Section 5. Explanation of Public Benefit

5.1 Explanation of Public Benefit. Explain the public benefit associated with this project.
Public benefit includes the obvious, reduction and elimination of discharges into the St Lucie estuary and Indian River Lagoon. Less obvious is the reduction in the cost of providing needed storage capacity. "Water Farming" is a concept of public/private partnership allowing the private sector to use its abilities to produce storage at a lower cost per acre foot than the government because of capital costs, construction costs, labor costs, operational expertise and reduced clerical cost. It also keeps property on the tax rolls, creates and maintains jobs and results in taxable income to the land owner, recharging the public treasury.

5.2 What other secondary benefits (in addition to the primary water retention, e.g. habitat creation, water recharge or environmental benefits) or related impacts (e.g. adjacent landowners, competing uses) is the project expected to yield? Please be specific and include a brief narrative for each secondary benefit identified.
Secondary benefits to the Caulkins "water farm" include habitat creation and water table recharge while most importantly reducing the devastating impacts of massive discharges of fresh water into the St Lucie estuary and Indian River Lagoon.

Fresh water induced in massive volumes can negatively impact sea grasses, oysters and other filter feeders and skew salinity levels. Pollutants carried by the discharges have resulted in fish lesions and mutation. The St Lucie has been closed to swimming and human contact at times because of the discharges. The "water farm" captures a substantial amount of the water that would have to be released.

The shallow water retention area creates habitat for wading birds and water fowl. While it is certainly not a wetland, it will have many similar qualities. The stored water will be home to small fish, creating a feeding place for birds of prey as well as waders. As the water levels rise and fall the "water farm" becomes a welcome source of food.

Because of the soil conditions at Caulkins, most of the water pumped into the retention area will soak into the ground, being cleansed as it moves through the sandy soil to the water table below. This recharge is a benefit to all.

Recreational benefits are very possible including hunting and fishing dependent on operational methodology that will be determined by this pilot program.

5.3 What known effect, if any, will the project have on any water quality parameters?
The "water farming" concept is one of storage to reduce and eliminate discharge of fresh water into the St Lucie estuary and Indian River Lagoon. It will, however, have a secondary effect on water quality by capturing phosphorus and nitrogen and other chemical that will be retained in the water basin of the "farm". This will also reduce the siltation that accompanies the discharges because the S-80 structure flushes the bottom of the C-44 canal. There are no anticipated negative impacts expected to neighboring properties.

Attachment: Exhibit A_4600002925_WF_081513 (Resolution No. 2013 - 0816 : Water Farming Contract)

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Directing staff to analyze options for disposal of 1,043 acres for further GB consideration

Background:
Over six decades, the South Florida Water Management District has acquired nearly 1.5 million acres of land within its 16-county jurisdiction to support flood control infrastructure, protect water resources and restore impaired ecosystems. As part of a broad effort to maximize its resources to meet mission-critical responsibilities, the District is conducting a comprehensive land assessment to ensure that each parcel is being put to its most effective use. For the land assessment process, the 16-county District has been divided into five geographic regions for which each parcel of District land is thoroughly analyzed to determine how its current use contributes to the agency's core mission of balancing and improving water quality, flood control, natural systems and water supply. The completion of the comprehensive process for this region has resulted in conclusions involving the potential for surplus with respect to tracts comprising 1,043 acres, more or less, in Glades, Hendry, Lee, and Collier Counties. The tracts are depicted and the respective background facts and considerations are briefly summarized on Exhibits “A-1” through “A-10” attached hereto and made a part hereof

It is intended that District staff will now further analyze options for their potential surplus and thereafter propose recommendations to the Governing Board for further consideration. With respect to these subject tracts, they may be offered by the District to another governmental entity pursuant to terms and conditions approved by the Governing Board, they may be conveyed as part of an exchange transaction upon terms and conditions approved by the Governing Board, or they may be offered to the public for bid and be sold for the highest price obtainable but not less than the appraised value. Whatever tracts or portions thereof are further considered for surplus, the final acres and applicable market values may be altered based on certain easement rights that may be reserved and/or certain cut outs that may occur. With respect to any of the subject tracts, the conveyance of the fee title may be subject to certain reservations and/or adjustments because of project needs or other considerations. All disposals shall be conditioned on United States Army Corps of Engineers and Florida Department of Environmental Protection approval where required.

How this helps meet the District’s 10-year Strategic Plan:
The continuation of the land assessment process represented by this item, contributes to the agency's core mission of balancing and improving water quality, flood control, natural systems and water supply.

Funding Source:
All disposals shall be subject to funding source requirements.

This Board item impacts what areas of the District, both resource areas and geography:

The item will fall under the entire Operations, Maintenance and Construction Division resource area.

What concerns could this Board item raise?
There are no concerns regarding this Board item.

Why should the Governing Board approve this item?
As stated herein, the land assessment process is being conducted as part of a broad effort to maximize District resources to meet mission-critical responsibilities and ensure that land is being put to its most effective use. With approval of this item, further necessary analysis will be conducted to allow further recommendations to the Governing Board regarding the potential surplus of specific tracts or portions thereof.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0817

A Resolution of the Governing Board of the South Florida Water Management District, directing staff to move forward to analyze options, including but not limited to, disposal of land interests containing 1,043 acres, more or less, in Glades, Hendry, Lee, and Collier Counties, together with any structures and improvements and personal property appurtenant thereto, and thereafter propose recommendations to the Governing Board for further approval; providing an effective date. (OMC, Ray Palmer, ext. 2246)

WHEREAS, as part of a land assessment process conducted by District staff, certain lands containing a total of 1,043 acres, more or less, located in the Glades, Hendry, Lee, and Collier Counties have been identified as potentially being surplus to District needs; and

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

WHEREAS, the Governing Board, pursuant to Section 373.089, Florida Statutes, has the authority to convey as part of an exchange transaction, land or rights in land owned by the District not required for its purposes, under terms and conditions determined by the Governing Board; and

WHEREAS, the Governing Board, pursuant to Section 373.089, Florida Statutes, has the authority to sell lands, or interests, or rights in land owned by the District not required for its purposes, for the highest price obtainable, but not less than the appraised value; and

WHEREAS, the Governing Board concurs with staff that the land assessment process has identified certain lands as potentially being surplus to District needs and directs staff to move forward to analyze the options, including but not limited to, disposal of the subject lands and thereafter propose recommendations to the Governing Board for further approval.

NOW THEREFORE, **BE IT RESOLVED** by the Governing Board of the South

Florida Water Management District:

Section 1: The Governing Board of the South Florida Water Management District hereby concurs with the staff that the land assessment process has identified certain lands described in Exhibits “A-1” through “A-10” attached hereto and made a part hereof, together with any structures and improvements and personal property appurtenant thereto, containing a total of 1,043 acres, more or less, located in the Glades, Hendry, Lee, and Collier Counties as potentially being surplus to District needs.

Section 2: The Governing Board directs staff to move forward to analyze the options, including but not limited to, disposal of the subject lands and thereafter propose recommendations to the Governing Board for further approval, which recommendations may include: (i) conveying to a governmental entity upon terms and conditions approved by the Governing Board in accordance with the provisions of Section 373.056 Florida Statutes, (ii) conveying as part of an exchange transaction upon terms and conditions approved by the Governing Board in accordance with the provisions of Section 373.089 Florida Statutes, and/or (iii) offering to the public for bid and sold for the highest price obtainable, but in no event less than the appraised value, in accordance with the provisions of Section 373.089, Florida Statutes.

Section 3: All disposals will be subject to funding source requirements, and conditioned on United Stated Army Corps of Engineers and/or Florida Department of Environmental approval where required.

Section 4: This Resolution is effective immediately upon adoption.

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

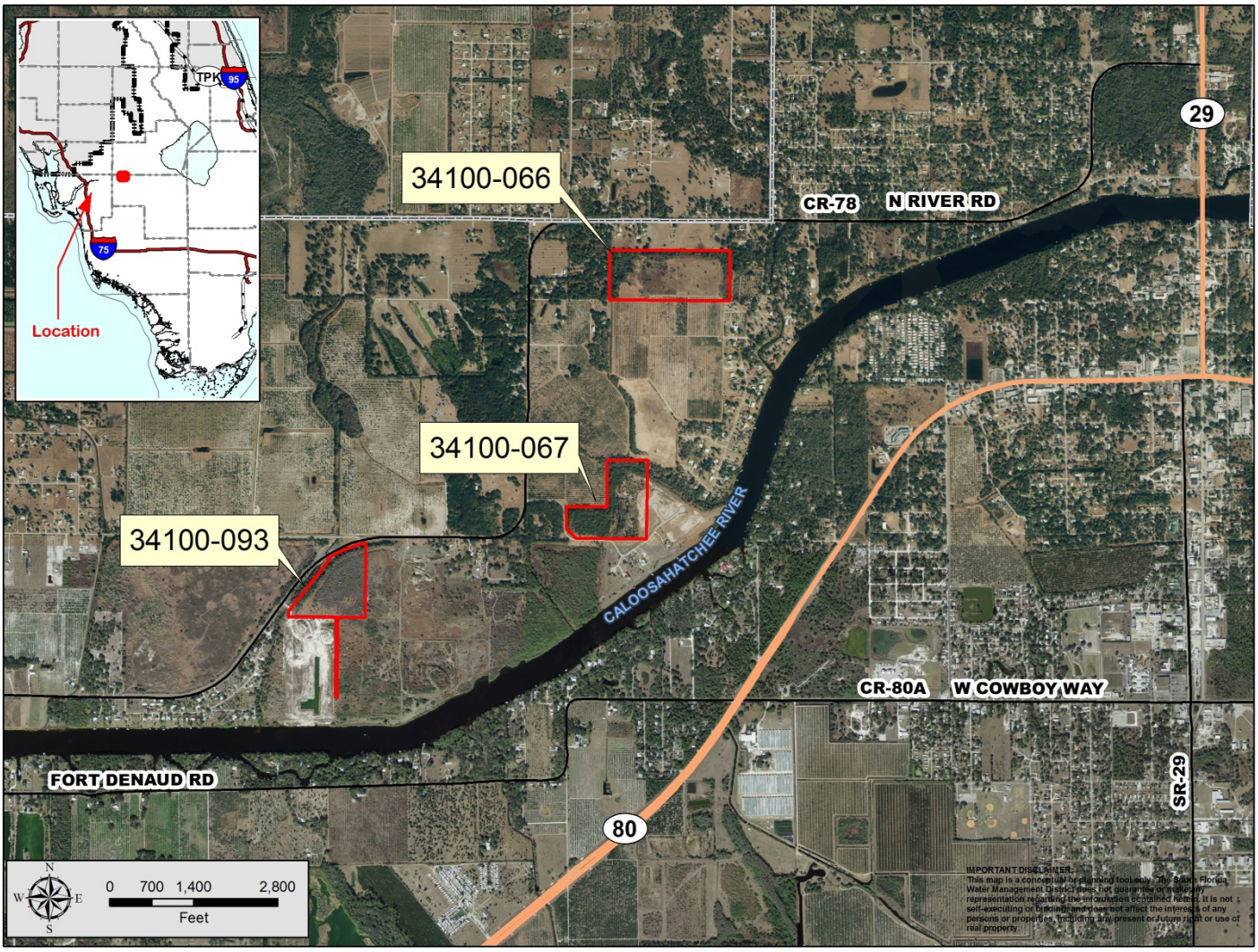
Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

EXHIBIT A-1



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

<u>34100-066 Robb Road (~40.14 acres) all in Hendry County</u>
<u>34100-067 Caloosa Shores (~26.95 acres)</u>
<u>34100-093 Quail Run (~24.79 acres)</u>

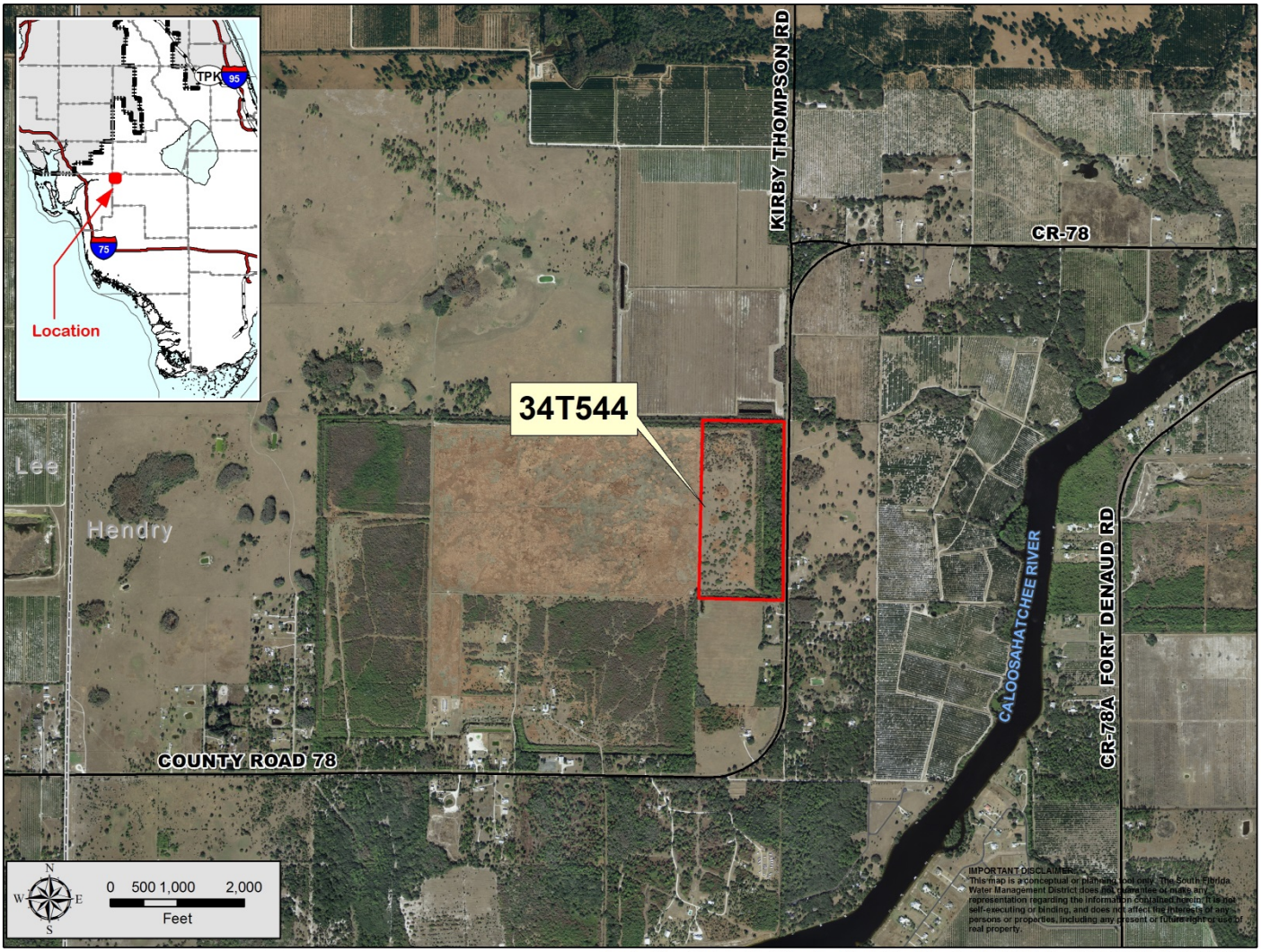
These parcels were acquired for potential dredge spoil sites for the USACE (U.S. Army Corps of Engineers). The District holds title to these properties and the Army Corps no longer needs them for dredge spoil storage. These isolated parcels lie north of the C-43 Canal. The continued ownership of these parcels does not support any District mission objective.

The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in the sites.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-2



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

34T544 Kirby Thompson Road (~77.5 acres) Hendry County

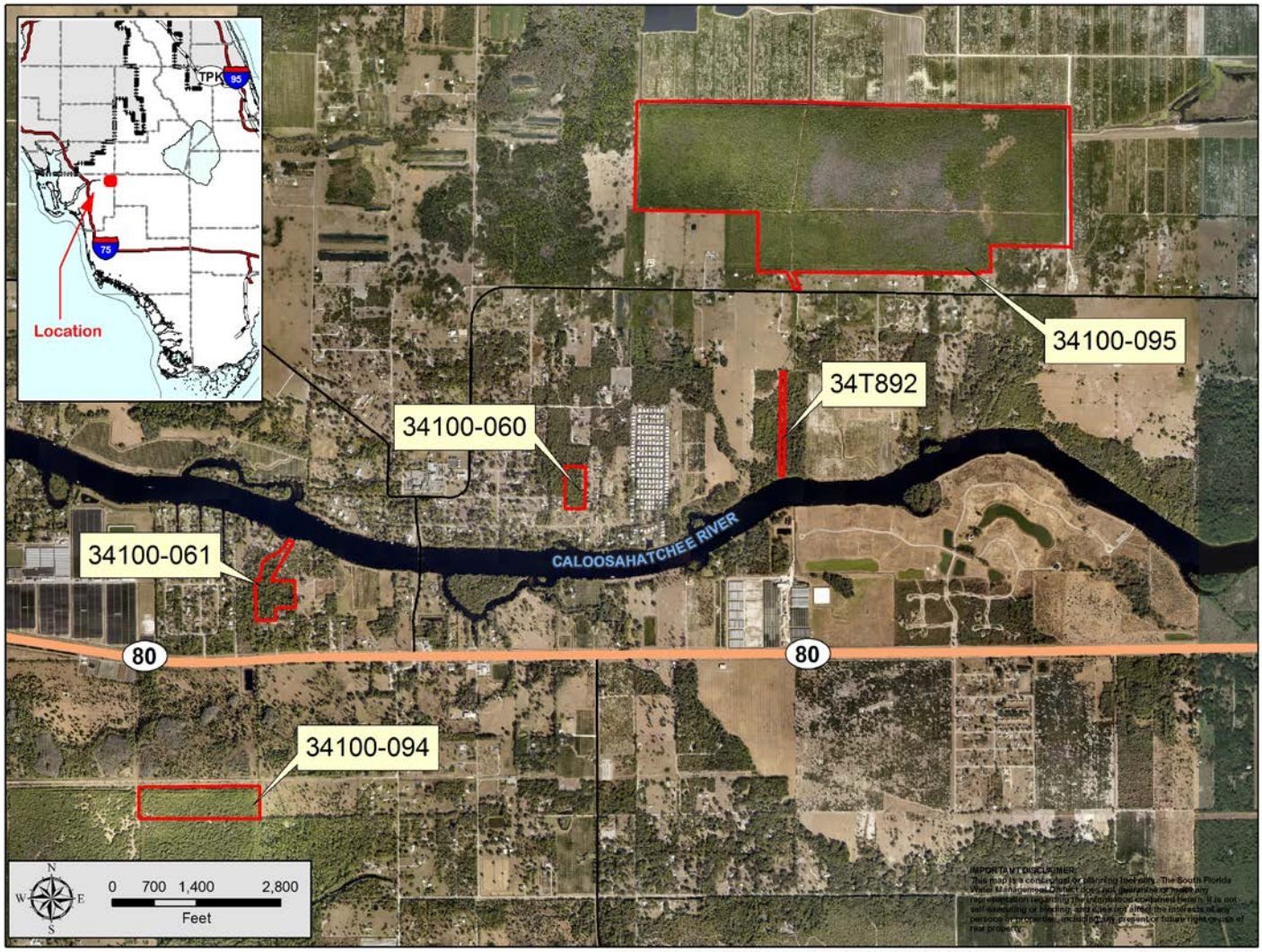
This parcel was acquired as a potential dredge spoil site for the U.S. Army Corps of Engineers. This isolated parcel is no longer needed for spoil management and is separated from the river floodplain. The continued ownership of this parcel does not support any District mission objective.

The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in the site.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-3



34100-095 North River Road (~412.06 acres) all in Lee County
34T892 Spanish Creek Drive (~2.9 acres)
34100-060 Center Street (~5.36 acres)
34100-061 Lippincott Street (~11.63 acres)
34100-094 Goggin Road (~24.22 acres)

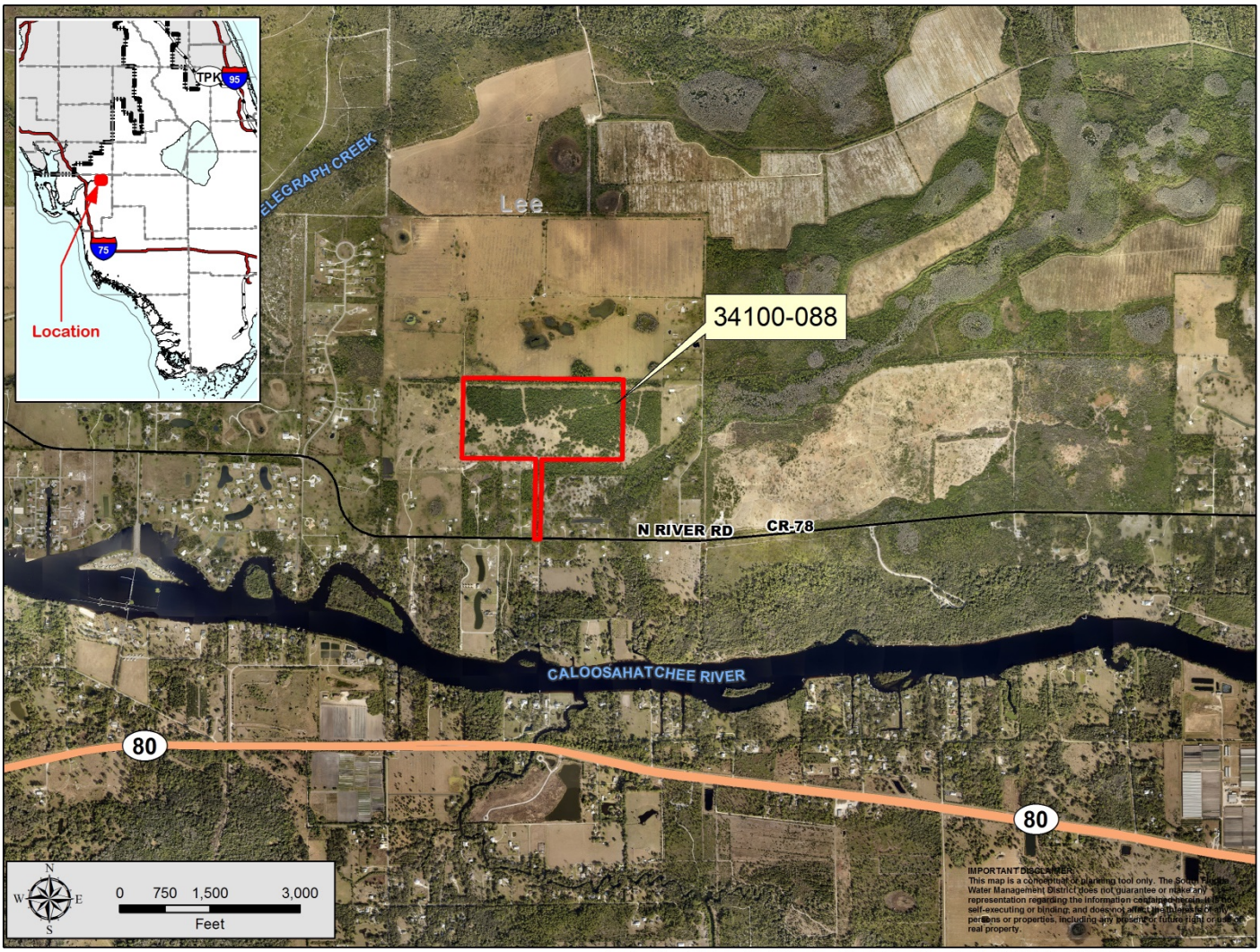
These parcels were acquired for potential dredge spoil sites for the USACE (U.S. Army Corps of Engineers). The District holds title to these properties and the Army Corps no longer needs them for dredge spoil storage. These isolated parcels lie north of the C-43 Canal in rural Lee County. The continued ownership of these parcels does not support any District mission objective.

The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in the sites.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-4



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

34100-088 Lyndhurst Lane (~85.22 acres) Lee County

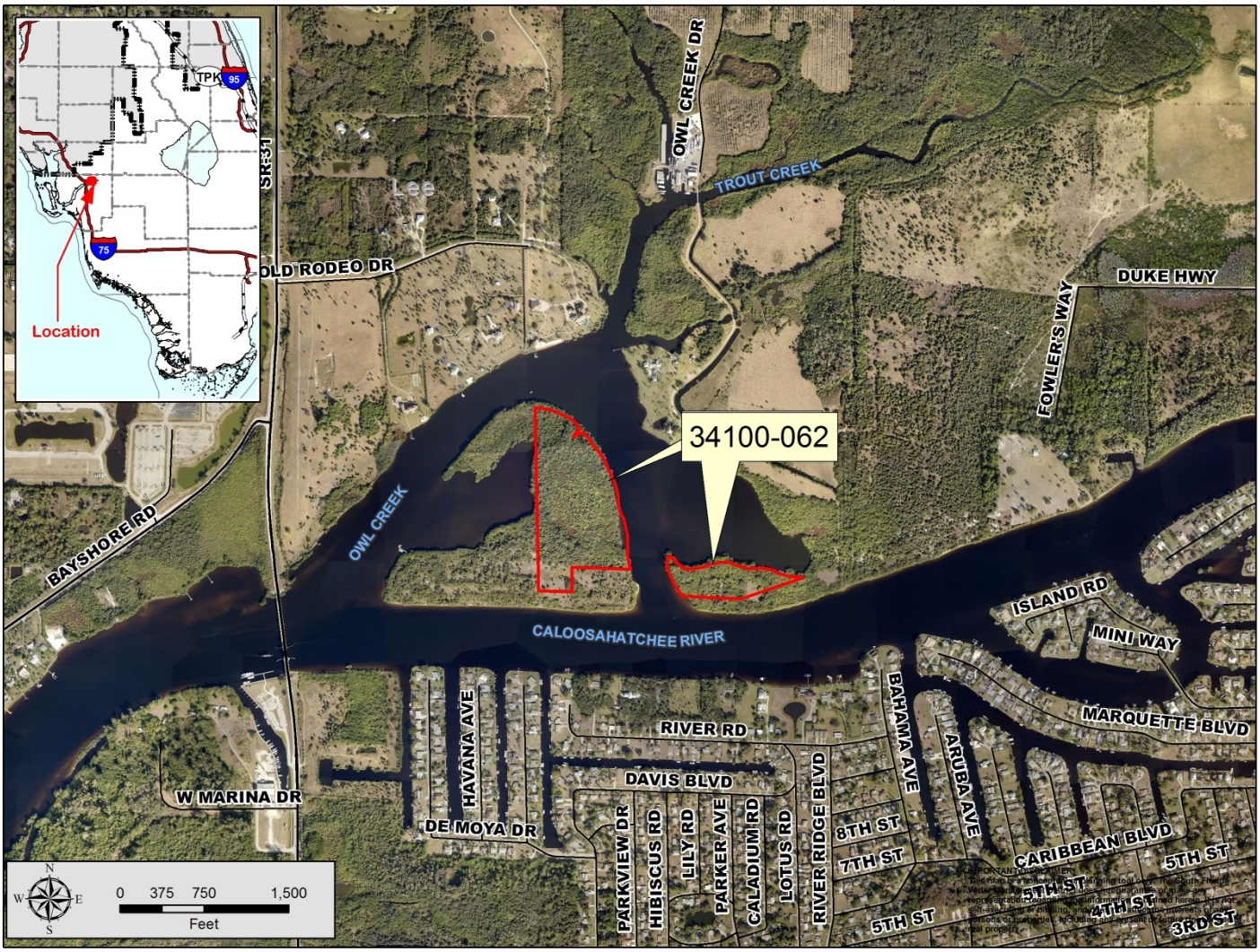
This parcel was acquired as a potential dredge spoil site for the U.S. Army Corps of Engineers. This isolated parcel is no longer needed for spoil management and is separated from the river floodplain. The continued ownership of this parcel does not support any District mission objective.

The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in the site.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-5



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

34100-062 Trout Creek and Havens Island (~28.1 acres) Lee County

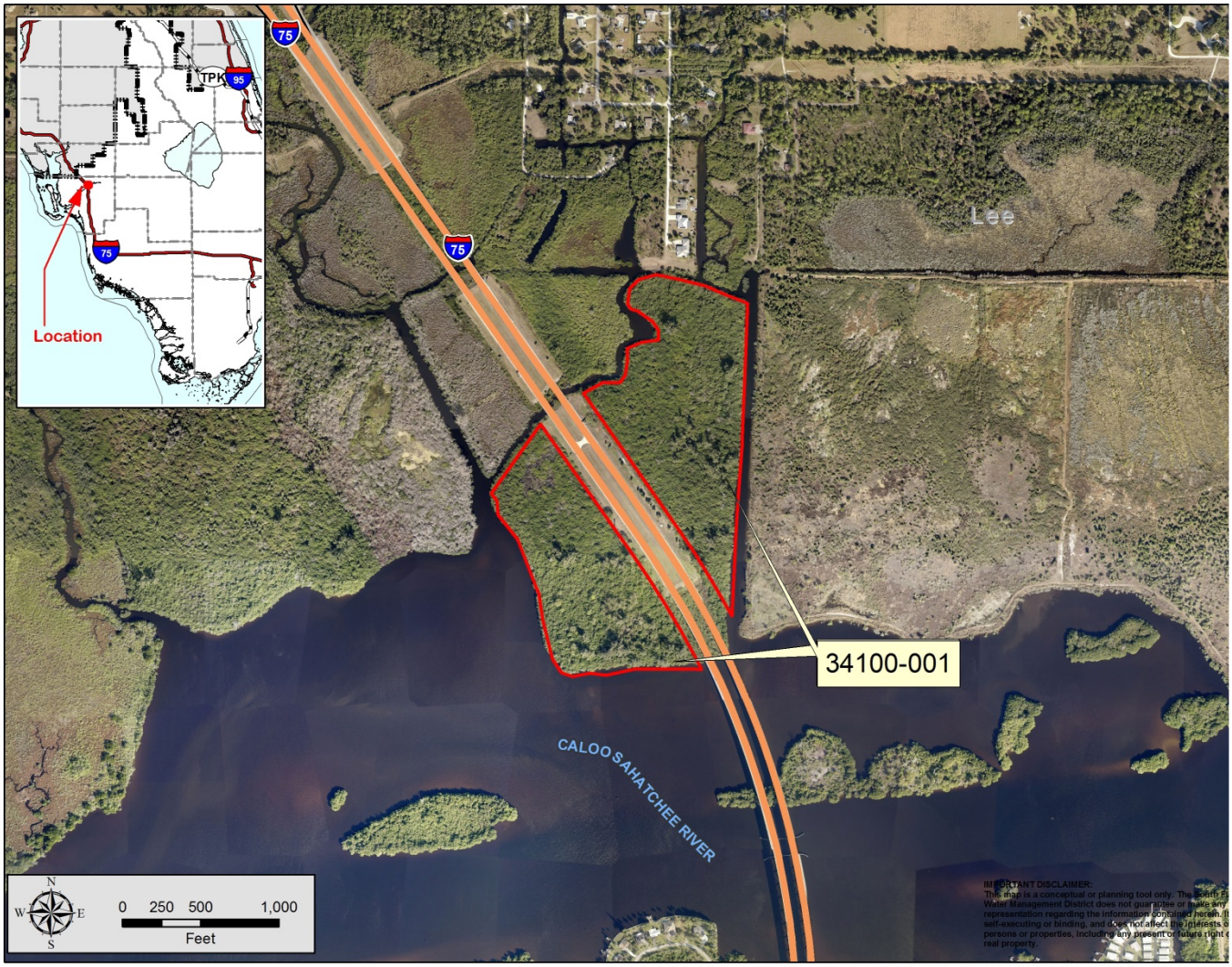
This parcel was acquired for a potential dredge spoil site for the USACE (U.S. Army Corps of Engineers). The District holds title to this property and the Army Corps no longer needs it for dredge spoil storage. This site is divided into two parts; an island portion and a mainland segment. The location and character of this property may fit well as a Lee County park or the USFWS refuge. The continued ownership of these parcels does not support any District mission objective.

The further evaluation of this tract will consider the possible interest by Lee County or the U.S. Fish and Wildlife Service to acquire the site for a public purpose; if not, consideration can be given to the exchange or surplus of the District's fee-simple interest in the site.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-6



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Est

34100-001 I-75 Parcels (~47.3 acres) Lee County

This property lies on both sides of I-75 on the north side of the river; it is surrounded by Lee County's Caloosahatchee Creeks Preserve. The location and character of this property may fit well as a Lee County park or the USFWS refuge. The continued ownership of these parcels does not support any District mission objective.

The further evaluation of this tract will consider the possible interest by Lee County or the U.S. Fish and Wildlife Service to acquire the site for a public purpose; if not, consideration can be given to the exchange or surplus of the District's fee-simple interest in the site.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-7

For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surpus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

34100-092 Linwood Road (~1.81 acres) Lee County

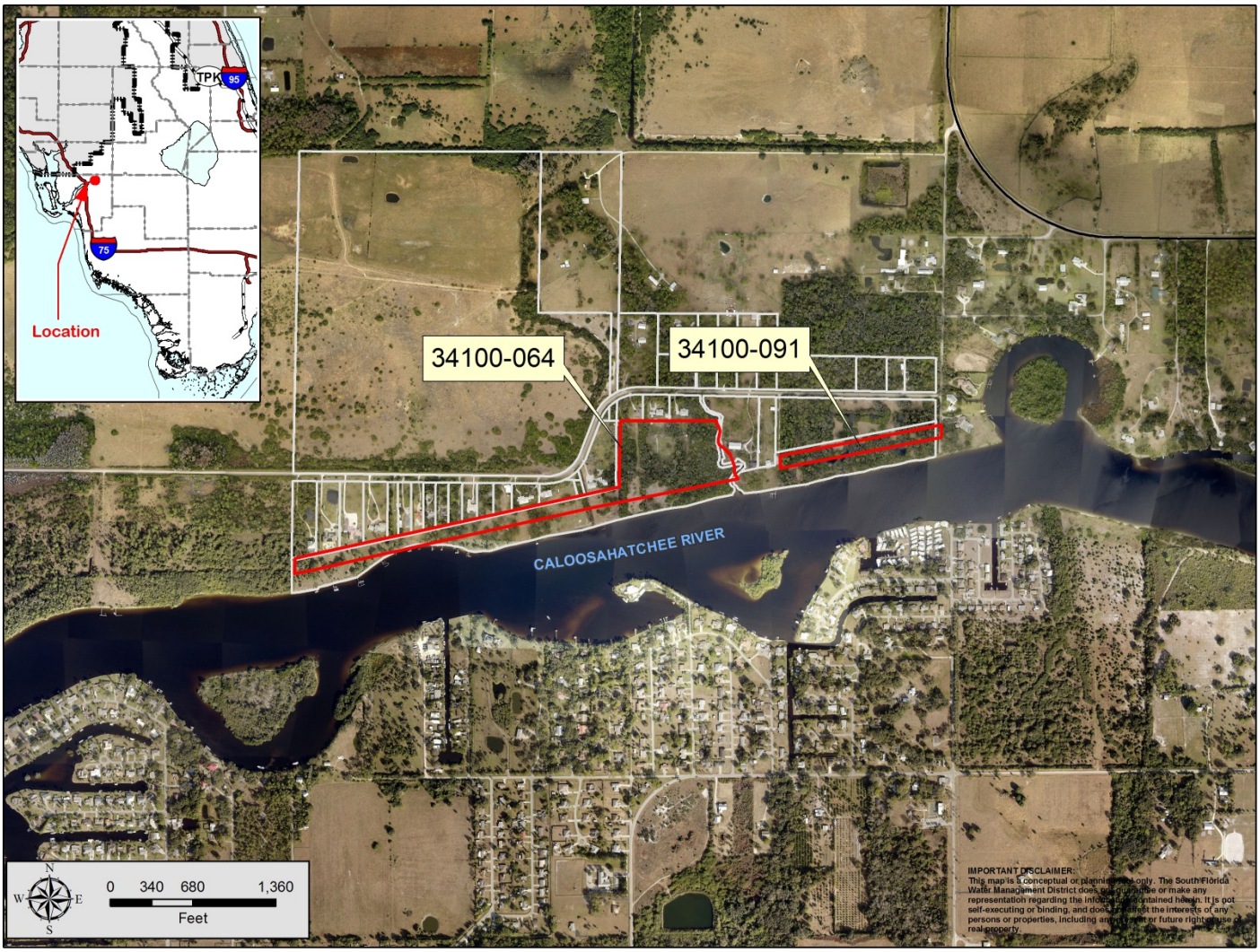
This parcel was acquired as a part of the C-43 Canal right of way. This is a narrow strip that lies between the river and private homes and is no longer needed for canal maintenance. It would be mutually beneficial for the property to be acquired by the adjacent homeowners. The sale and transfer should only be implemented if all of the adjacent owners agree to acquisition of the parcel abutting their individual lots. The continued ownership of this parcel does not support any District mission objective.

The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in the site to the adjacent property owners, provided that the adjacent property owners are willing to pay appraised value and accept the ownership of the portion of the parcel that abuts their property.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-8



For copies of this map (\\Ad.sfwmd.gov\dfsroot\data\aa_gis\arc_data\maps\misc\Surplus\Surplus_Template_Jul2013), Created on 7/22/13 by SMF, Contact the Real Estate Section.

34100-064 Duke Highway (~19.62 acres) Lee County
34100-091 Duke Highway (~3.09 acres)

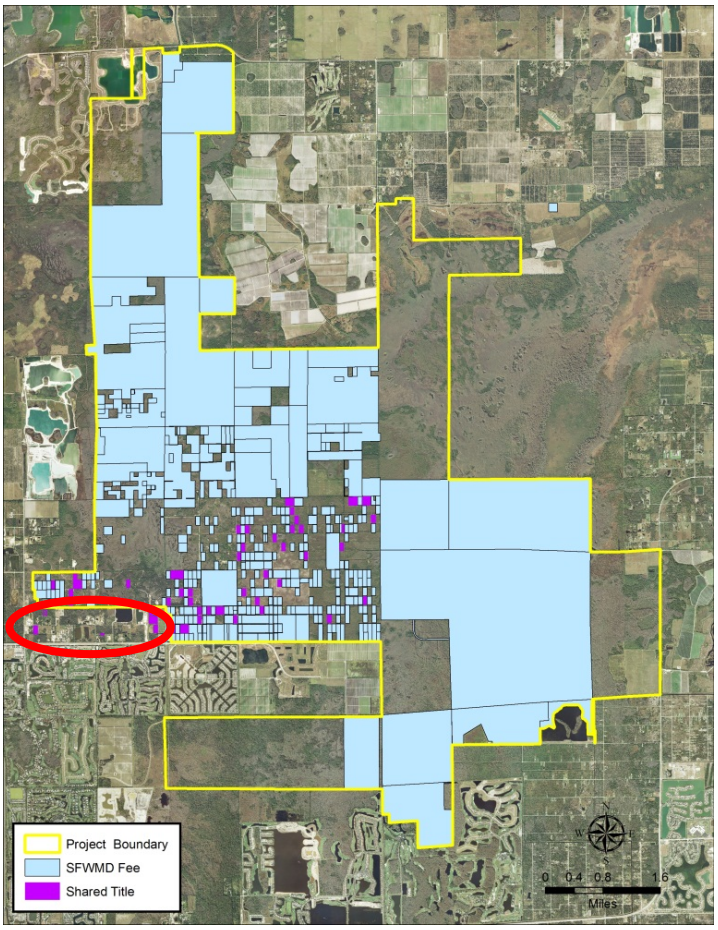
These parcels were acquired as a part of the C-43 Canal right of way. This is a strip of land that lies between the river and private homes and is no longer needed for canal maintenance. It would be mutually beneficial for much of the property to be acquired by the adjacent homeowners. The sale and transfer should be implemented if the adjacent owners agree to acquisition of the parcel abutting their individual lots. The remaining portion could be sold as individual home sites. The continued ownership of this parcel does not support any District mission objective.

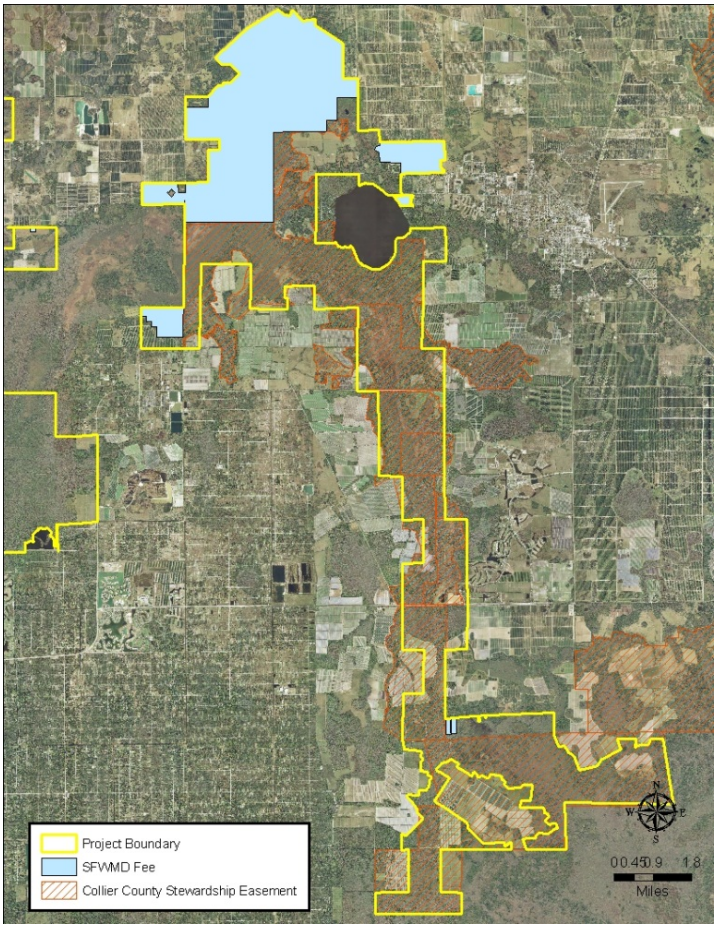
The further evaluation of these tracts will consider the exchange or surplus of the District's fee-simple interest in some of the lands to the adjacent property owners, provided that the adjacent property owners are willing to pay appraised value and accept the ownership of the portion of the parcel that abuts their property. Further evaluation will consider the exchange or surplus of the District's fee-simple interest in the remaining portion of these tracts.

Funding: District

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-9





<u>CREW (~24,972 acres) Lee and Collier Counties</u>

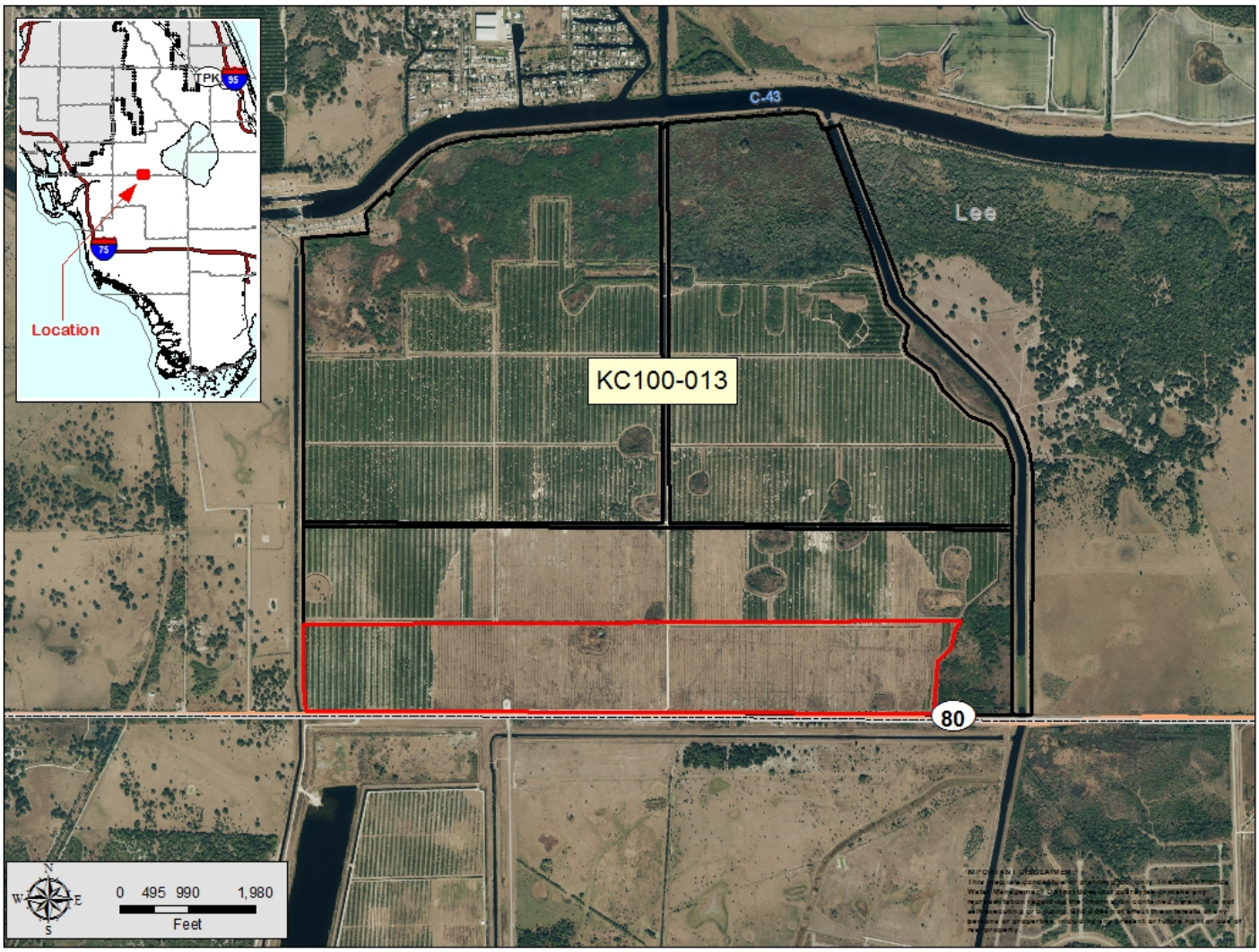
CREW is a regionally significant wetland system. It lies in a large topographic basin and serves as the headwaters to the Imperial River and to Picayune Strand. The Southern CREW critical project is intended to aid water storage, natural systems restoration and flood control. Staff recognizes the benefits that the property has contributed towards the District's core missions, as evident from the comments, and the value as a popular public use area. There are a few small parcels that lie outside the project boundary that do not support the project mission.

Staff recommends that the use and management of the property within the project boundaries continue as-is.

The further evaluation of those few small parcels lying outside the project boundary will consider the exchange or surplus of the District's fee interest in those sites.

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

EXHIBIT A-10



KC100-013 Caloosahatchee Water Quality Facility (~237 acres)

This tract was initially acquired to test nutrient removal technologies to help clean water flowing into the Caloosahatchee River. Most of the road frontage area along SR 80 is intended to be made available for surplus in the near future pursuant to the terms of the acquisition.

Staff recommends that the use and management of the property continue as-is, with the exception of the road frontage along SR 80 which will be released as surplus pursuant to the terms of the acquisition.

Funding: SOE and Lee County

Attachment: Region-4_GB Briefing Exhibits_v6 (Resolution No. 2013 - 0817 : Directing staff to analyze options for disposal of 1,043 acres for

M E M O R A N D U M

TO: Governing Board Members

FROM: Jeff Kivett, Division Director

DATE: August 15, 2013

SUBJECT: Hillsboro Canal - Contract Number 4600002922

Agenda Item Description
The purpose of the Bank Stabilization Project is to repair and stabilize banks of the Hillsboro Canal along the Palm Beach - Broward county boundary from US441/SR7 to the east end of the Site 1 Impoundment, approximately 3 miles west. This is the first of the three packages spread over three fiscal years for the stabilization of the entire canal length of 10.4 miles.

Background
The District has determined through its Inspections Program the need to repair and protect the banks of the Hillsboro Canal due to bank failures that have occurred over extended sections of the canal. The sections of the canal to be repaired are located in southeastern Palm Beach County and northeastern Broward County, running east to west from the Structure G-56 water control structure near Military Trail to about 3 miles west of US441/SR7. In addition, sediment accumulation near the G-56 Structure presents a major risk to the operation of the G-56 Structure and could compromise its flood protection functionality. To accomplish the canal bank repairs and provide maintenance paths, several encroachments including private trees, golf course tees, and boat docks will be impacted. These encroachments may need to relocated, modified, or in some cases completely removed to allow construction work.

Core Mission and Strategic Priorities
The Hillsboro Canal Bank Stabilization project, included in the FY14 AWP, is an integral component in the District's 10-year Strategic Plan to refurbish the infrastructure of the Central and Southern Florida Flood Control Project.

Funding Source
The lowest responsive and responsible bidder is Metro Equipment Service, Inc., with a total amount of $6,270,095.00, for which ad valorem funds are budgeted in the Operations, Maintenance & Construction Division's capital improvement program, subject to Governing Board approval of the FY14 budget.

Staff Recommendation
Board approval is required at the August Governing Board meeting. By not implementing the proposed Hillsboro Canal Bank stabilization project, there will be significant impacts to the continued operation of the District's flood control system. Eroded banks, encroachments, and accumulated sediments that block canal flow and prevent safe operation of the District's structures, must be removed, relocated or modified.

If you have any questions, please call Jeffrey R. Kivett, Division Director at ext. 2680 or John Mitnik, Bureau Chief at ext. 2679.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0818

A Resolution of the Governing Board of the South Florida Water Management District to authorize entering into a 340-Day Contract with Metro Equipment, the lowest responsive and responsible bidder, for the Hillsboro Canal Dredging & Bank Stabilization Project, Package 2, in the amount of $6,270,095 for which ad valorem funds are budgeted; subject to the Governing Board approval of the FY14 budget; providing an effective date. (OMC, John Mitnik, ext. 2679)

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 340-day contract with Metro Equipment Service, Inc., the lowest responsive and responsible bidder, for the Hillsboro Canal Dredging & Bank Stabilization Project, Package 2, in an amount of $6,270,095.00 for which ad valorem funds are budgeted; subject to Governing Board approval of the FY14 budget; providing an effective date. (Contract Number 4600002922) 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 authorizes the execution of Contract Number 4600002922 with Metro Equipment Service, Inc.

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

.

PASSED and **ADOPTED** this 15th day of August, 2013

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Karen Estock, Division Director

DATE: August 15, 2013

SUBJECT: Lock Tender Services - Contract Number 4600002924

Background:
The South Florida Water Management District (District) is responsible for the operation and maintenance of twelve (12) total navigational boat locks, six (6) of which are located on the Kissimmee River Waterway from Lake Tohopekaliga to Lake Okeechobee. Including six (6) located on the perimeter of Lake Okeechobee, which provide for boating access for local, winter residence and hosts of business interests.

Core Mission and Strategic Priorities:
The ACOE constructed these boat locks as part of the Central and Southern Florida (C&SF) Flood Control District to provide and access to local, winter residence and business interests.

Funding Source:
This is a 3-year contract with one (1) two-year renewal option, for a total amount of $2,415,000.00, of which $805,000.00 are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15-FY16 budgets.

Staff Recommendation:
Staff recommends authorizing, as this item supports continual operations and maintenance of the District's Boat Locks. If not staffed and maintained there will be impacts to navigational interests and three (3) Field Stations due to staffing required to operate the locks. If you have any questions, please call Karen A. Estock at ext. 6282 or Joel Arrieta at ext. 2867.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Resolution No. 2013 - 0819

A Resolution of the Governing Board of the South Florida Water Management District to authorize the official ranking of short-listed firms and entering into a 3-year contract with one (1) two-year renewal option with Complete Services of South Florida, Inc., subject to successful negotiations for Lock Tender Services along the North Shore of Lake Okeechobee and the Kissimmee River within Okeechobee, Clewiston and St. Cloud Field Station areas of responsibilities, in an amount of $2,415,000, for which $805,000 in ad valorem funds are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15-FY16 budgets; providing that, if negotiations are unsuccessful with Complete Services of South Florida, Inc., the District will proceed with negotiations in ranked order until a contract has been successfully negotiated; providing an effective date. (Contract Number 4600002924) (OMC, Karen Estock, ext. 6282)

WHEREAS, the Governing Board of the South Florida Water Management District deems it necessary, appropriate and in the public interest to authorize the official ranking of short listed firms and entering into a 3-year contract with one (1) two-year renewal option with Complete Services of South Florida, Inc., subject to successful negotiations for Lock Tender Services along the North Shore of Lake Okeechobee and the Kissimmee River within Okeechobee, Clewiston and St. Cloud Field Station areas of responsibility, in an amount of $2,415,000.00, for which $805,000.00 in ad valorem funds are budgeted in FY14 and the remainder is subject to Governing Board approval of the FY15-FY16 budgets; providing that, if negotiations are unsuccessful with Complete Services of South Florida, Inc., the District will proceed with negotiations in ranked order until a contract has been successfully negotiated; 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 authorizes the official ranking of short listed firms and entering into

a 3-year contract with one (1) 2-year renewal option with Complete Services of South Florida, Inc., for Lock Tender Services along the North Shore of Lake Okeechobee and the Kissimmee River within Okeechobee, Clewiston and St. Cloud Field Station areas of responsibility; providing that, if negotiations are unsuccessful with Complete Services of South Florida, Inc., the District will proceed with negotiations in ranked order until a contract has been successfully negotiated.

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

PASSED and **ADOPTED** this 15th day of August, 2013.

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

_____
Chairman

Attest:

_____
District Clerk/Secretary

Legal form approved:
By:

_____
Office of Counsel

Print name:

_____

M E M O R A N D U M

TO: Governing Board Members

FROM: Doug Bergstrom, Director, Administrative Services Division

DATE: August 15, 2013

SUBJECT: Monthly Financial Statement – June 2013

The attached financial status report is provided for your review. This report provides a high level snapshot of District financial activity and includes revenue collections by source and expenditures by program. Also attached is a summary in the State Program format in compliance with Chapter 373.536(4)(e) F.S., requiring each District to provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the District's Governing Board and make such monthly financial statement available for public access on its website. This unaudited financial statement is provided as of June 30, 2013, with 75% of the fiscal year completed.

Schedule of Sources and Uses – This financial statement compares revenues received and encumbrances / expenditures made against the District's FY2013 $622.2 million consumable budget. Encumbrances represent orders for goods and services which have not yet been received.

- As of June 30, 2013, with the fiscal year 75% complete, 86.4% 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 68% 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 FY2013 sources collected were 91.4% of budget or $568.7 million.

- As of June 30, 2013, 97.3% of budgeted Ad Valorem tax revenue and 101.9% of budgeted Agricultural Privilege tax revenue have been collected. Ad Valorem and Agricultural Privilege tax collections peak November through January driven by the mailing of property tax bills in October and the 4% maximum discount available when paid in full by November 30. These taxes are budgeted at a discounted rate of 95% to allow for the discounts property owners may take advantage of through early payment options. Historical ad valorem trends for the past five years through June support an average collection rate of 95.4%. Ad Valorem tax revenue will receive one more boost in receipts during the last quarter when June tax certificates are sold by the county tax collectors for delinquent property tax bills.

- As of June 30, 2013, 26% of budgeted intergovernmental revenues have been collected. In addition to reimbursement agreements, intergovernmental revenues include proceeds from the sale of Indian River Lagoon and Everglades license plates. Revenue received through June for the sale of license plates totals $257K. The bulk of intergovernmental revenue is from reimbursements from the Save Our Everglades Trust Fund, Water Management Lands Trust Fund, and the Florida Fish and Wildlife Conservation

Attachment: Monthly Financial Statement Memo June FY13 (1411 : Monthly Financial Statement - June 2013)

Commission. Reimbursement requests are submitted to the state based on actual expenses incurred and are typically received later in the fiscal year.

- As of June 30, 2013, $3.2 million or 64.6% of budgeted Investment Earnings have been realized. The District budgeted $4.95 million in investment earnings for FY2013 distributed as follows: $4.59 million in ad valorem funds and $362K in non-ad valorem funds. Year to date interest earnings in ad valorem funds amount to $2.7 million or 58.1% of the budgeted amount, while interest earnings in non-ad valorem funds amount to $533K or 147.2% of the budgeted level. Projected interest earnings in FY13 in ad valorem funds amount to $3.4 million which is a shortfall of $1.2 million. This will be offset by greater than budgeted revenues from USACE reimbursements, surplus sale proceeds, and permit fees. Investment earnings reflect a downward trend over the past years and are representative of lower cash balances, reduced ad valorem tax levies and lower interest rate yields.

- 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 currently collected $3.1 million which represents 127.3% of the current year budgeted lease revenue of $2.4 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.

- Budgeted licenses, permits and fees revenue is from water use permits, environmental resource permits and right of way permits. FY2013 income received totals $17.6 million and is primarily due to unbudgeted receipts of $15.3 million from dedicated Lake Belt and Wetland mitigation fees from restoration projects and fees for mining tonnage removed. The balance of receipts includes permit fees $749K (92.2% of budgeted revenue) and licenses/miscellaneous fees of $1.6 million (105.5% of budgeted revenue). Based on current trend data, there is a projected surplus in environmental resource permit revenue of $665K, and there is a projected surplus in water use permits of approximately $185K.

- Budgeted revenue in the Other category includes $275K in civil penalties and enforcement fees and $250K 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 $632K representing 120.4% of the budgeted $525K.

- Sale of District Property represents the sale of real property and land. This is budgeted conservatively at $250,000 due to the uncertainty involved. FY2013 revenues received total $465K.

- 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 $23.1 million received through June equate to 89.9% of the $25.7 million budget and reflect monthly premiums.

Expenditure and Encumbrance Status:

As of June 30, 2013, with 75% of the year complete, the District has expended **$294.9 million or 52.9%** and has encumbered **$108.0 million or 19.4%** of its non-reserve budget. The District has obligated (encumbrances plus expenditures) **$402.9 million** or **72.3%** 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 50% and expended 18.2% of their $124.8 million budget. Principal expenditures include personnel services ($4.3 million), contractual services ($3 million), operating ($778K), and capital outlay ($14.6 million). Contractual services and operating encumbrances ($8.2 million) and capital outlay encumbrances ($31.4 million) include the following projects: L-8 Flow Equalization Basin (FEB), C-44 Reservoir/STA Project, CERP Monitoring and Assessment, CERP Water Quality Studies, C-111 Spreader Canal, Southern CREW, Loxahatchee Impoundment Landscape Assessment, Picayune Strand, South Miami Dade Seasonal Operations Study, Biscayne Bay Coastal Wetlands, WCA3 Decompartmentalization and Sheetflow Equalization, CERP Data Management updates, Nubbin Slough STA/Pump Station Repairs, and Central Everglades Planning Study. Of the $62.4 million in available balance, $26.1 million is intended for the Mecca land acquisition, $4.8 million for indirect costs which typically get posted at year end, and $20.7 million has been re-budgeted to FY14 for L-8 FEB Pump Station, C-111 South Contract #8, C-44 Reservoir/STA Project, Cost Share with City of WPB on the Loxahatchee Watershed Restoration Project, Southern CREW (Ronto Settlement), CERP Water Quality Studies, C-111 Soil Moisture Study, and Risk Management; $8 million is deferred to future multi-year spend down plan projects.

- The **Coastal Watersheds Program** has obligated 76.5% and expended 39.8% of their total $17.9 million budget. Principal expenditures include personnel services ($2.4 million), contractual services ($4.3 million), operating ($87K), and capital outlay ($357K). Contractual services encumbrances primarily consist of interagency agreements ($5.3 million) including: St. Lucie River and Indian River Lagoon Initiatives Projects; St. Lucie River License Tag Projects in Martin, St. Lucie, and Palm Beach counties; Loxahatchee River Preservation Initiative Projects; Big Cypress Basin Stormwater Projects; Spanish Creek/Four Corners; Miami Gardens NW 178th Dr. Stormwater Retrofit; Miami River Ecosystem Restoration; El Portal Stormwater Improvements; Mirror Lakes/Halfway Pond Rehydration; and Lakes Park Restoration. Remaining contractual encumbrances ($1.1 million) include: St. Lucie River and Caloosahatchee River Regulatory Source Controls; Biscayne Bay, Loxahatchee River, St. Lucie River and Caloosahatchee Watershed Research and Water Quality Monitoring; Florida Bay and Coastal Wetlands Project; Lake Trafford Biological Monitoring; Big Cypress Basin Saltwater Network Plan; Big Cypress Basin Real-time Hydrologic Monitoring and Modeling System; public process to development a restoration vision of the Caloosahatchee River and Estuary; refinement of hydrological model for Naples Bay; and Collier County Water Quality Monitoring. Capital outlay encumbrances ($181K) are for preliminary survey and geo-tech services and preliminary design for the Lake Hicpochee Hydrologic Enhancement project. Of the $4.2 million in available balance, $214K are state appropriations for Estero Bay, St. Lucie River Estuary, Indian River

Attachment: Monthly Financial Statement Memo June FY13 (1411 : Monthly Financial Statement - June 2013)

Lagoon, and the Spanish Creek/Four Corners project, $106K is for Lake Hicpochee, and $2.3 million has been re-budgeted to FY14 for Lake Hicpochee Hydrologic Enhancement project, C-43 Water Quality Testing Facility (BOMA), 28th Street Culvert Replacement (BCB), Indian River Lagoon Issues Team projects, Mirror Lakes/Halfway Pond Restoration, and modeling efforts in the St. Lucie River and Caloosahatchee River watersheds.

- The **District Everglades Program** has obligated 62.4% and expended 53.8% of their total $52.3 million budget. Principal expenditures include personnel services ($12.7 million), contractual services ($4.7 million), operating ($5.6 million), and capital outlay ($5.2 million). Contractual services encumbrances ($1.8 million) primarily include the operations monitoring, maintenance, and repair of Stormwater Treatment Areas (STA's), Diesel Oxidation Catalyst Installation, STA 1E Exterior Levee Certification, STA Structure Inspection Program, Sulfur Action Plan, and Everglades Regulation Source Control. Operating encumbrances ($673K) are in support of the overall operations and maintenance of vegetation and exotic plant control of the STA's. Capital outlay encumbrances ($1.9 million) include work on Everglades Agricultural Area A1 Flow Equalization Basin, and STA1W Expansion, completing Compartment C, G-250S and G-337 Pump Bearing replacement. Of the $19.7 million in available balance, $353K is for a cash payment to USACE for S-319, $1 million is for property appraiser and tax collector fees along with STA operations such as fuel, electricity, and chemicals, $13.7 million is allocated for Restoration Strategies and spend down plan projects of which $11.7 million is re-budgeted in FY14 for projects such as the A1 Flow Equalization Basin, STA1W Expansion, and the Science Plan.

- The **Kissimmee Watershed Program** has obligated 59.3% and expended 8.8% of their total $31.5 million budget. Principal expenditures include personnel services ($1.3 million), contractual services ($893K), operating ($25K), and capital outlay ($577K). Contractual services and operating encumbrances ($921K) primarily consist of the Kissimmee River Restoration Evaluation ($111K), Kissimmee Basin Modeling and Operating System ($520K), the Oak Creek project ($105K), Rolling Meadows ($9K), hydrologic monitoring ($136K), and land acquisition costs and environmental risk assessments ($40K). Capital outlay encumbrances ($15.0 million) are primarily for the Kissimmee River Restoration land acquisition cases and the Kissimmee River Restoration project. Of the $12.8 million in available balances, $3.0 million of authority is being re-directed in current year for a payment to Department of Emergency Management for FEMA's de-obligation of funds for prior year hurricane expenses, $533K in such funds as mitigation funds for Rolling Meadows, $5.6 million of the balance has been re-budgeted to FY14; $3.2 million for external risk management, $2.4 million in mitigation funds for Rolling Meadows and $26K for Kissimmee River Restoration Evaluation Program, and KB Modeling & Operations Study, and $2.8 million is planned for a future year spend down plan obligation in FY15.

- The **Lake Okeechobee Program** has obligated 67.4% and expended 25.1% of their total $21.5 million budget. Principal expenditures include personnel services ($2.9 million), contractual services ($2.1 million), operating ($288K), and capital outlay ($137K). Contractual services and operating encumbrances ($9.0 million) primarily consist of the Dispersed Water Management (DWM) and Florida Ranchland Environmental Services Projects ($8.1 million), Information Technology Support ($473K), Northshore Navigation Canal project ($95K), Lake Okeechobee Watershed Pre-Drainage Characterization study ($76K), Phosphorous Source Control project

($38K), Phosphorus Reduction projects ($85K), Water Quality Assessments and reporting ($68K), and Lakeside Ranch STA ($29K). Capital outlay encumbrances ($54K) are primarily for the Lakeside Ranch STA. Of the $7.0 million in available balance, $319K is planned for current year DWM projects and $74K for Lakeside Ranch, $5.1 million is allocated for spend down plan projects of which $3.8 million of the balance has been re-budgeted to FY14; $3.0 million for DWM, $739K for Lemkin Creek, and $66K for LO Watershed Pre-drainage Characterization project, and $1.3 million is planned for DWM in future years of the spend down plan.

- The **Land Stewardship Program** has obligated 62.8% and expended 43.3% of their total $18.2 million budget. Principal expenditures include personnel services ($3.0 million), contractual services ($3.9 million), operating ($836K), and capital outlay ($206K). Contractual and operating encumbrances ($3.2 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 ($344K) are primarily for work on the C-139 Annex Mitigation project. Of the $6.8 million in available balance, $1.3 million in mitigation funds is for the 8.5 Square Mile Area Mitigation project of which $100K has been re-budgeted for environmental remediation work and the balance deferred to a future year, and $954K in mitigation and lease revenue funds is for the C-139 Annex, mitigation projects and land management activities.

- The **Mission Support Program** has obligated 69.9% and expended 61.9% of their total $52.1 million budget. Principal expenditures include personnel services ($17.3 million), contractual services ($4.8 million), operating ($8.9 million), and capital outlay ($987K). Contractual services encumbrances ($2.7 million) include Information Technology consulting services, hardware, software, and systems maintenance for the fiscal year; facilities maintenance and repair services, and audit and legal professional services. Operating encumbrances ($1.3 million) include utilities, space rental and advertising. Capital outlay encumbrances ($117K) include computer hardware components; and design and engineering for the Emergency Operations Center chiller replacement. Of the $15.7 million in available budget, $300K has been re-budgeted to FY14 to upgrade the chiller system to provide redundant cooling capacity for the IT data center, which is located within for the Emergency Operations Center and $200K for retiree healthcare benefits. An additional $5.7 million is reserved for future retiree healthcare benefits. The balance of the remaining budget will be used primarily for facility and information technology maintenance and projects.

- The **Modeling and Science Support Program** has obligated 78.1% and expended 68.3% of their total $12.9 million budget. Principal expenditures include personnel services ($6.8 million), contractual services ($1.5 million), operating ($395K), and capital outlay ($126K). Contractual services and operating encumbrances ($1.2 million) include technical and peer reviews, computer hardware and software, organic analysis, sediment/water quality sampling, utilities, and equipment rental. Of the $2.8 million in available balance, $316K is planned for current year technical review, laboratory parts, supplies, maintenance, and repairs, $200K is re-budgeted to FY14 for spend down plan modeling support.

- The **Operations and Maintenance Program** has obligated 90.0% and expended 77.3% of their total $140.9 million budget. Principal expenditures include personnel services ($40.4 million), contractual services ($34.9 million), operating ($24.8 million), and capital

outlay ($8.6 million). Encumbrances for contractual services and capital outlay ($16.7 million) primarily relate to the O&M capital program for maintenance and repair of existing water management system canals and water control structures including C-41A Canal Bank Stabilization, North Shore Trash Rake Project, Miami B-47 Building Replacement, Hillsboro Canal Bank Stabilization Design, S-193 Navigation Lock Refurbishment, Diesel Oxidation Catalyst Installation, S-5A Hardening and Service Bridge Refurbishment, S-13 Repower and Automation, S-21 Cathodic Protection, Information Technology Shelters, BCB Field Station Design/Build, Central and Southern and Central Flood Control Structure Inspections, L-40 Exterior Levee Certification, East Coast Protective Levee, Central Bridges Repairs/Replacements, project culvert replacements, the SCADA Systems Study, Operations Decision Support System and Vertical Datum-NAVD88. Operating encumbrances ($1.2 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. Of the $14.0 million in available balance, $2.2 million health insurance funds for medical claims, $200K in the FWC invasive plant fund for aquatic spraying, $1.8 million is planned for current year expenses related to fuel, electricity, chemicals, maintenance and repairs and the O&M Capital Refurbishment program.

- The **Regulation Program** has obligated 78.5% and expended 74.9% of their total $25.4 million budget. Principal expenditures include personnel services ($12.7 million), contractual services ($1.3 million), operating ($4.8 million), and capital outlay ($158K). Contractual services and operating encumbrances ($656K) include application development, permit scanning and support contractors, computer hardware and software, equipment rental, and fuel. Capital outlay encumbrances ($243K) consist primarily of the ePermitting enhancement project which saves time and expenses with online filing/searching of permits. Of the $5.5 million in available balance, $1.1 million is planned for current year health insurance and $600K for items including North Oak Mitigation Project, unemployment benefit costs, and other operating expenses.

- The **Water Supply Program** has obligated 81.4% and expended 55.6% of their total $17.6 million budget. Principal expenditures include personnel services ($4.3 million), contractual services ($907K), operating ($4.4 million), and capital outlay ($231K). Contractual services and operating encumbrances ($4.5 million) include the Caloosahatchee Rule Making ($93K), Central Florida Water Initiative (CFWI) ($563K), WaterSIP grants ($299K), Lower Floridan Aquifer ($110K), interagency agreements for Alternative Water Supply projects ($1.7 million), Big Cypress Basin ($1.4 million), hydrologic data gathering ($333K), and education/outreach ($13K). Capital outlay encumbrances ($3K) consist primarily of the Lower Floridan Aquifer project. Of the $3.3 million in available balance, $1.1 million is planned for current year health insurance, $187K for CFWI Project, $208K for Hydro-geologic Data, and $405K is a re-budget to FY14 for CFWI Model, peer reviews, 3D Hydro Model, and Water Conservation.

- **Reserves** of $65 million are held for future transfer to program areas as project needs and requirements are identified by staff and presented to the Governing Board for review. Sixty million dollars ($60.0 million) of these reserves are designated as economic stabilization reserves, including $10.0 million for O&M capital projects. Remaining managerial reserves include programmatic balances of $254K for O&M, $117K for Everglades, $100K for Mission Support, $69K for regulatory support, $62K for CERP, $28K for Lake Okeechobee, $9K for scientific support, and $5K for Coastal Watersheds. FY13 funds intended for FY14 re-budget were moved to reserves.

Programmatic balances for these re-budget reserves include $1.3 million for the C-139 Annex Mitigation Restoration Project, $88K for land and vegetation management, $1.4 million for Lake Okeechobee Dispersed Water Management Projects, $705K for the CERP C-111 Project, $122K for Indian River Lagoon Issues Team Projects, $50K for Mirror Lakes, $60K for a St. Lucie Watershed model upgrade, $95K for Kissimmee River Littoral Zone Topographic Mapping, $35K for Kissimmee vegetation mapping, $50K for the Everglades EFA Source Control Program, $183K to upgrade the chiller system to provide redundant cooling capacity for the IT data center, which is located within for the Emergency Operations Center, and $15K for educational outreach (Great Water Odyssey). There was $257K transferred from District Divisions and District Programs to the emergency reserves to respond to District fuel and electric demands in support of pumping operations.

- **Debt Service** expenses amount to 100% 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 due was paid in April.

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 Chris Flierl at (561) 682-6078 or Mike Smykowski at (561) 682-6295.

DB/CF/MS
Attachment

Attachment: Monthly Financial Statement Memo June FY13 (1411 : Monthly Financial Statement - June 2013)

South Florida Water Management District

Statement of Sources and Uses of Funds (Unaudited)

For the month ended: June 30, 2013. Percent of fiscal year completed: 75%

SOURCES	ANNUAL BUDGET	ACTUALS THROUGH 5/31/2013	VARIANCE (UNDER) / OVER BUDGET	ACTUALS AS A % OF BUDGET
Ad Valorem Property Taxes	$ 268,114,920	$ 260,883,399	$ (7,231,521)	97.3%
Agricultural Privilege Taxes	11,352,040	11,565,771	213,731	101.9%
Intergovernmental - Ad Valorem Funds	5,423,928	9,464,544	4,040,616	174.5%
Intergovernmental - Non Ad Valorem Funds	73,312,901	11,009,010	(62,303,891)	15.0%
Intergovernmental Total	***78,736,829***	***20,473,554***	***(58,263,275)***	***26.0%***
Investment Earnings - Ad Valorem Funds	4,592,000	2,666,503	(1,925,497)	58.1%
Investment Earnings - Non Ad Valorem Funds	362,300	533,232	170,932	147.2%
Investment Earnings Total	**4,954,300**	**3,199,735**	***(1,754,565)***	***64.6%***
Leases	2,403,736	3,061,267	657,531	127.4%
Permit Fees	812,160	748,585	(63,575)	92.2%
Licenses and Miscellaneous Fees	1,487,150	1,569,235	82,085	105.5%
Mitigation Fees - Lake Belt & Wetlands	105,000	15,281,061	15,176,061	14553.4%
Licenses, Permits and Fees Total	**2,404,310**	**17,598,881**	***15,194,571***	***732.0%***
Other	525,000	632,125	107,125	120.4%
Sale of District Property	250,000	464,528	214,528	185.8%
Self Insurance Premiums	25,712,821	23,113,978	(2,598,843)	89.9%
SUB-TOTAL OPERATING REVENUES	**394,453,956**	**340,993,238**	***(53,460,718)***	***86.4%***
Fund Balance	227,710,540	227,710,540	-	100.0%
TOTAL SOURCES	**$ 622,164,496**	**$ 568,703,778**	**$ (53,460,718)**	**91.4%**

USES	ANNUAL BUDGET	EXPENDITURES	ENCUMBRANCES[1]	REPORTED AVAILABLE BUDGET	% EXPENDED	% ENCUMBERED	% OBLIGATED[2]
CERP	$ 124,816,892	$ 22,773,588	$ 39,628,316	$ 62,414,988	18.2%	31.7%	50.0%
Coastal Watersheds	17,949,216	7,149,081	6,588,973	4,211,162	39.8%	36.7%	76.5%
District Everglades	52,251,364	28,125,949	4,461,944	19,663,471	53.8%	8.5%	62.4%
Kissimmee Watershed	31,452,206	2,764,838	15,893,671	12,793,697	8.8%	50.5%	59.3%
Lake Okeechobee	21,508,963	5,409,075	9,077,659	7,022,230	25.1%	42.2%	67.4%
Land Stewardship	18,240,736	7,896,355	3,552,547	6,791,833	43.3%	19.5%	62.8%
Mission Support	52,107,767	32,250,187	4,160,407	15,697,173	61.9%	8.0%	69.9%
Modeling & Sci Supp	12,855,846	8,786,148	1,249,238	2,820,460	68.3%	9.7%	78.1%
Ops & Maintenance	140,853,112	108,843,716	17,968,250	14,041,145	77.3%	12.8%	90.0%
Regulation	25,391,060	19,023,034	900,929	5,467,097	74.9%	3.5%	78.5%
Water Supply	17,585,938	9,772,753	4,549,345	3,263,840	55.6%	25.9%	81.4%
Debt Service	42,136,957	42,136,954		3	100.0%	0.0%	100.0%
SUB-TOTAL NON-RESERVES USES	*557,150,057*	*294,931,679*	*108,031,279*	*154,187,099*	*52.9%*	*19.4%*	*72.3%*
Reserves	65,014,439		-	65,014,439	0.0%	0.0%	0.0%
TOTAL USES	**$ 622,164,496**	**$ 294,931,679**	**$ 108,031,279**	**$ 219,201,538**	**47.4%**	**17.4%**	**64.8%**

[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_June_FY13 (1411 : Monthly

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

	Current Budget	Actuals Through 5/31/2013	Variance (under)/Over Budget	Actuals as a % of Budget
Sources				
Taxes[1]	$ 279,466,960	$ 272,449,170	$ 7,017,790	97.5%
Intergovernmental Revenues	78,736,829	20,473,554	58,263,275	26.0%
Interest on Invested Funds	4,954,300	3,199,735	1,754,565	64.6%
License and Permit Fees	2,404,310	17,598,881	(15,194,571)	732.0%
Other[2]	28,891,557	27,271,899	1,619,658	94.4%
Fund Balance	227,710,540	227,710,540	-	100.0%
Total Sources	**$ 622,164,496**	**$ 568,703,778**	**$ 53,460,718**	**91.4%**

[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	54,929,914	32,861,469	10,650,112	$ 11,418,333	59.8%	79.2%
Acquisition, Restoration and Public Works	241,112,783	70,878,504	69,254,235	100,980,044	29.4%	58.1%
Operation and Maintenance of Lands and Works	251,408,140	141,233,601	24,477,565	85,696,973	56.2%	65.9%
Regulation	29,187,822	21,488,304	1,362,952	6,336,565	73.6%	78.3%
Outreach	2,780,879	2,034,334	64,516	682,029	73.2%	75.5%
Management and Administration	42,744,958	26,435,467	2,221,899	14,087,593	61.8%	67.0%
Total Uses	**$ 622,164,496**	**$ 294,931,679**	**$ 108,031,279**	**$ 219,201,538**	**47.4%**	**64.8%**

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

[4] Represents the sum of expenditures and encumbrances as a percentage of the available budget.

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

Attachment: Statement of Sources and Uses of Funds_State_June_FY13 (1411 : Monthly Financial

South Florida Water Management District

Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)

As of: June 30, 2013

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
CERP							
Personnel Services	$ 6,735,369	$ 4,316,463	$ -	$ 2,418,906	64.1%	0.0%	64.
Contractual Services	18,362,175	3,009,140	8,149,507	$ 7,203,528	16.4%	44.4%	60.
Operating	1,257,503	777,704	86,624	$ 393,175	61.8%	6.9%	68.
Travel	45,703	26,797	550	$ 18,356	58.6%	1.2%	59.
Capital Outlay	93,666,142	14,643,484	31,391,635	$ 47,631,024	15.6%	33.5%	49.
CERP Indirect	4,750,000			$ 4,750,000	0.0%	0.0%	0.
Total CERP	**124,816,892**	**22,773,588**	**39,628,316**	**$ 62,414,988**	**18.2%**	**31.7%**	**50.**
Coastal Watersheds							
Personnel Services	3,590,114	2,383,316	-	$ 1,206,798	66.4%	0.0%	66.
Contractual Services	12,587,929	4,311,693	6,406,193	$ 1,870,042	34.3%	50.9%	85.
Operating	102,225	87,375	1,020	$ 13,829	85.5%	1.0%	86.
Travel	21,823	9,931	368	$ 11,524	45.5%	1.7%	47.
Capital Outlay	1,647,126	356,765	181,392	$ 1,108,968	21.7%	11.0%	32.
Total Coastal Watersheds	**17,949,216**	**7,149,081**	**6,588,973**	**$ 4,211,162**	**39.8%**	**36.7%**	**76.**
District Everglades							
Personnel Services	16,631,970	12,677,831	-	$ 3,954,139	76.2%	0.0%	76.
Contractual Services	11,256,625	4,715,369	1,841,096	$ 4,700,160	41.9%	16.4%	58.
Operating	7,556,134	5,560,915	672,990	$ 1,322,229	73.6%	8.9%	82.
Travel	31,650	13,378	538	$ 17,734	42.3%	1.7%	44.
Capital Outlay	16,774,985	5,158,456	1,947,321	$ 9,669,209	30.8%	11.6%	42.
Total District Everglades	**52,251,364**	**28,125,949**	**4,461,944**	**$ 19,663,471**	**53.8%**	**8.5%**	**62.**
Kissimmee Watershed							
Personnel Services	2,082,930	1,260,934	-	$ 821,996	60.5%	0.0%	60.
Contractual Services	11,333,406	893,396	897,720	$ 9,542,290	7.9%	7.9%	15.
Operating	67,239	24,895	23,500	$ 18,844	37.0%	34.9%	72.
Travel	18,553	8,883	570	$ 9,100	47.9%	3.1%	51.
Capital Outlay	17,950,078	576,730	14,971,881	$ 2,401,467	3.2%	83.4%	86.
Total Kissimmee Watershed	**31,452,206**	**2,764,838**	**15,893,671**	**$ 12,793,697**	**8.8%**	**50.5%**	**59.**

South Florida Water Management District

Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)

As of: June 30, 2013

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Lake Okeechobee							
Personnel Services	$ 4,365,980	$ 2,874,642	$ -	$ 1,491,338	65.8%	0.0%	65.
Contractual Services	16,319,162	2,108,734	8,896,787	$ 5,313,641	12.9%	54.5%	67.
Operating	622,117	288,085	127,240	$ 206,793	46.3%	20.5%	66.
Travel	6,356	210	-	$ 6,146	3.3%	0.0%	3.
Capital Outlay	195,348	137,404	53,632	$ 4,313	70.3%	27.5%	97.
Total Lake Okeechobee	**21,508,963**	**5,409,075**	**9,077,659**	**$ 7,022,230**	**25.1%**	**42.2%**	**67.**
Land Stewardship							
Personnel Services	3,639,390	2,959,754	-	$ 679,636	81.3%	0.0%	81.
Contractual Services	11,140,663	3,885,180	3,042,010	$ 4,213,474	34.9%	27.3%	62.
Operating	1,235,080	835,757	165,716	$ 233,608	67.7%	13.4%	81.
Travel	16,165	9,172	737	$ 6,255	56.7%	4.6%	61.
Capital Outlay	2,209,437	206,492	344,085	$ 1,658,860	9.3%	15.6%	24.
Total Land Stewardship	**18,240,736**	**7,896,355**	**3,552,547**	**$ 6,791,833**	**43.3%**	**19.5%**	**62.**
Mission Support							
Personnel Services	22,586,274	17,346,234	-	$ 5,240,039	76.8%	0.0%	76.
Contractual Services	8,607,287	4,803,642	2,735,685	$ 1,067,960	55.8%	31.8%	87.
Operating	23,470,263	8,867,465	1,273,179	$ 13,329,619	37.8%	5.4%	43.
Travel	393,772	245,412	35,020	$ 113,339	62.3%	8.9%	71.
Capital Outlay	1,800,172	987,434	116,522	$ 696,216	54.9%	6.5%	61.
CERP Indirect	(4,750,000)	-	-	$ (4,750,000)	0.0%	0.0%	0.
Total Mission Support	**52,107,767**	**32,250,187**	**4,160,407**	**$ 15,697,173**	**61.9%**	**8.0%**	**69.**
Modeling & Science Support							
Personnel Services	9,042,673	6,782,929	-	$ 2,259,744	75.0%	0.0%	75.
Contractual Services	2,938,091	1,467,811	1,079,478	$ 390,802	50.0%	36.7%	86.
Operating	709,811	394,729	168,055	$ 147,027	55.6%	23.7%	79.
Travel	37,575	14,612	1,705	$ 21,258	38.9%	4.5%	43.
Capital Outlay	127,697	126,067	-	$ 1,630	98.7%	0.0%	98.
Total Modeling & Science Support	**12,855,846**	**8,786,147**	**1,249,238**	**$ 2,820,460**	**68.3%**	**9.7%**	**78.**

South Florida Water Management District

Summary of Uses - Statement of Sources and Uses of Funds (Unaudited)

As of: June 30, 2013

	Annual Budget	Expenditures	Encumbrances	Reported Available Budget	% Expended	% Encumbered	% Obligated
Operations & Maintenance							
Personnel Services	$ 50,241,088	$ 40,425,855	$ -	$ 9,815,233	80.5%	0.0%	80.
Contractual Services	44,774,944	34,886,554	7,983,259	$ 1,905,130	77.9%	17.8%	95.
Operating	28,006,422	24,801,730	1,218,760	$ 1,985,932	88.6%	4.4%	92.
Travel	153,391	118,068	11,710	$ 23,613	77.0%	7.6%	84.
Capital Outlay	17,677,268	8,611,509	8,754,522	$ 311,237	48.7%	49.5%	98.
Total Operations & Maintenance	**140,853,112**	**108,843,716**	**17,968,250**	**$ 14,041,145**	**77.3%**	**12.8%**	**90.**
Regulation							
Personnel Services	16,568,145	12,742,198	-	$ 3,825,947	76.9%	0.0%	76.
Contractual Services	2,025,509	1,305,200	518,191	$ 202,119	64.4%	25.6%	90.
Operating	6,366,487	4,800,224	137,780	$ 1,428,483	75.4%	2.2%	77.
Travel	30,685	17,891	2,246	$ 10,548	58.3%	7.3%	65.
Capital Outlay	400,233	157,521	242,712	$ -	39.4%	60.6%	100.
Total Regulation	**25,391,060**	**19,023,034**	**900,929**	**$ 5,467,097**	**74.9%**	**3.5%**	**78.**
Water Supply							
Personnel Services	5,649,401	4,252,314	-	$ 1,397,086	75.3%	0.0%	75.
Contractual Services	6,115,784	906,824	4,521,407	$ 687,553	14.8%	73.9%	88.
Operating	5,560,429	4,379,540	24,286	$ 1,156,603	78.8%	0.4%	79.
Travel	9,926	2,707	224	$ 6,995	27.3%	2.3%	29.
Capital Outlay	250,399	231,369	3,428	$ 15,602	92.4%	1.4%	93.
Total Water Supply	**17,585,938**	**9,772,754**	**4,549,345**	**$ 3,263,840**	**55.6%**	**25.9%**	**81.**
Reserves							
Reserves	65,014,439	-	-	$ 65,014,439	0.00%	0.00%	0.0
Total Reserves	**65,014,439**	**-**	**-**	**$ 65,014,439**	**0.00%**	**0.00%**	**0.0**
Debt Service							
Debt Service	42,136,957	42,136,954	-	3.23	100.0%	0.0%	100.
Total Debt Service	**42,136,957**	**42,136,954**	**-**	**3**	**100.0%**	**0.0%**	**100.**
Grand Total	**$ 622,164,496**	**$ 294,931,679**	**$ 108,031,279**	**$ 219,201,538**	**47.4%**	**17.4%**	**64.**

TABLE OF CONTENTS
INDIVIDUAL PERMITS ISSUED BY
AUTHORITY DELEGATED TO EXECUTIVE DIRECTOR
FROM July 1, 2013 TO July 31, 2013

I PERMIT APPLICATIONS	PAGE
BROWARD COUNTY	1
COLLIER COUNTY	2
GLADES COUNTY	3
HIGHLANDS COUNTY	4
LEE COUNTY	5
MARTIN COUNTY	6
MIAMI-DADE COUNTY	7
ORANGE COUNTY	9
OSCEOLA COUNTY	10
PALM BEACH COUNTY	11
POLK COUNTY	13
ST LUCIE COUNTY	14

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BROWARD COUNTY

1. GULFSTREAM PARK
   GULFSTREAM PARK RACING ASSOCIATION
   SEC 27,28 TWP 51S RGE 42E

   APPL. NO. 130102-5
   PERMIT NO. 06-00954-W
   ACREAGE: 49.70
   LAND USE: LANDSCAPE

   PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
   WATER SOURCE: FLORIDAN AND BISCAYNE AQUIFERS
   ALLOCATION: 18.44 MILLION GALLONS PER MONTH
   LAST DATE FOR AGENCY ACTION: AUGUST 21, 2013

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2. THE COUNTRY CLUB OF CORAL SPRINGS
   THE COUNTRY CLUB OF CORAL SPRINGS INC
   SEC 20 TWP 48S RGE 41E

   APPL. NO. 061023-9
   PERMIT NO. 06-00377-W
   ACREAGE: 110.00
   LAND USE: GOLF COURSE

   PERMIT TYPE: WATER USE RENEWAL
   WATER SOURCE: BISCAYNE AQUIFER AND ON-SITE LAKES
   ALLOCATION: 20 MILLION GALLONS PER MONTH
   LAST DATE FOR AGENCY ACTION: AUGUST 19, 2013

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COLLIER COUNTY

1. BRANDON
FULLERTON BONITA LLC
SEC 13 TWP 48S RGE 25E

APPL. NO. 120808-24
PERMIT NO. 11-03477-P
ACREAGE: 51.10
LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION, INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
RECEIVING BODY: ON-SITE PRESERVE
LAST DATE FOR AGENCY ACTION: AUGUST 9, 2013

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2. COLLIER AGGREGATES
STATE ROAD 846 LIVING TRUST
SEC 1,2,35,36 TWP 47,48S RGE 27E

APPL. NO. 121115-7
PERMIT NO. 11-01849-W
ACREAGE: 1.00
LAND USE: DEWATERING

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: ON-SITE BORROW PITS
ALLOCATION: NOT REQUIRED
LAST DATE FOR AGENCY ACTION: JULY 4, 2013

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3. LORDS WAY 30
LORDS WAY 30 LLC
SEC 14 TWP 50S RGE 26E

APPL. NO. 120814-14
PERMIT NO. 11-03462-P
ACREAGE: 91.53
LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION, INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
RECEIVING BODY: CONSERVATION AREA
LAST DATE FOR AGENCY ACTION: JULY 28, 2013

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4. QUAIL VILLAGE GOLF CLUB
QUAIL CREEK VILLAGE FOUNDATION INC
SEC 20 TWP 48S RGE 26E

APPL. NO. 130508-5
PERMIT NO. 11-01321-W
ACREAGE: 156.40
LAND USE: GOLF COURSE
LANDSCAPE

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: ON-SITE LAKES
ALLOCATION: 25.6 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 6, 2013

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GLADES COUNTY

1. HERBERT HOOVER DIKE CULVERT 1 AND 1A
US ARMY CORPS OF ENGINEERS
SEC 7,14 TWP 42S RGE 33E

APPL. NO. 130510-19
PERMIT NO. 22-00521-W

ACREAGE: 1.00
LAND USE: DEWATERING

PERMIT TYPE: WATER USE PROPOSED
WATER SOURCE: WATER TABLE AQUIFER
ALLOCATION: NOT REQUIRED
LAST DATE FOR AGENCY ACTION: AUGUST 8, 2013

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HIGHLANDS COUNTY

1. ROCKING CROSS RANCH - ARBUCKLE CREEK
   STEVE AND VELVA HARTT
   SEC 16,17,21,28 TWP 34S RGE 30E

   APPL. NO. 130204-7
   PERMIT NO. 28-00681-W
   ACREAGE: 660.00
   LAND USE: AGRICULTURAL

   PERMIT TYPE: WATER USE PROPOSED
   WATER SOURCE: FLORIDAN AQUIFER
   ALLOCATION: 122.21 MILLION GALLONS PER MONTH
   LAST DATE FOR AGENCY ACTION: AUGUST 15, 2013

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2. SCARBOROUGH AND SONS WETLAND RESTORATION PROJECT
   SCARBOROUGH AND SONS RANCH INC
   SEC 19,30,31,36 TWP 37S RGE 30,31E

   APPL. NO. 130108-2
   PERMIT NO. 28-00589-P
   ACREAGE: 2375.00
   LAND USE: ENVIRONMENTAL RESTORATION

   PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)
   RECEIVING BODY: C-41 CANAL VIA DITCH ALONG SR 70
   LAST DATE FOR AGENCY ACTION: SEPTEMBER 30, 2013

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LEE COUNTY

1. GATOR DOMESTIC INDUSTRIAL CENTER
ALICO COMMERCIAL GROUP LLC
SEC 5 TWP 46S RGE 25E

APPL. NO. 130410-1
PERMIT NO. 36-03764-P-02
ACREAGE: 88.16
LAND USE: INDUSTRIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL MODIFICATION AND CONSTRUCTION/OPERATION MODIFICATION)
RECEIVING BODY: GATOR ROAD SWALE SYSTEM
LAST DATE FOR AGENCY ACTION: SEPTEMBER 8, 2013

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2. PREFERRED ROCKS OF CORKSCREW
PREFERRED UNLIMITED OF CORKSCREW LLC
SEC 22,23 TWP 46S RGE 27E

APPL. NO. 130606-13
PERMIT NO. 36-06837-W
ACREAGE: 596.00
LAND USE: INDUSTRIAL

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: ON-SITE LAKES
ALLOCATION: 248 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: SEPTEMBER 4, 2013

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MARTIN COUNTY

1. MARTIN DOWNS GOLF CLUB
   MARTIN DOWNS GOLF CLUB
   SEC 10-14 TWP 38S RGE 40E

APPL. NO. 130409-9
PERMIT NO. 43-00027-W

ACREAGE: 258.70
LAND USE: GOLF COURSE

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: SURFICIAL AQUIFER AND ON-SITE LAKES
ALLOCATION: 44.29 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 8, 2013

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MIAMI-DADE COUNTY

1. DIVINE SAVIOR LUTHERAN ACADEMY EXPANSION
DIVINE SAVIOR LUTHERAN ACADEMY INC
SEC 17 TWP 53S RGE 40E

APPL. NO. 130328-3
PERMIT NO. 13-05308-P
ACREAGE: 13.00
LAND USE: INSTITUTIONAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION)
RECEIVING BODY: ON-SITE RETENTION
LAST DATE FOR AGENCY ACTION: AUGUST 11, 2013

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2. MARINA PALMS
MARINA PALM YACHT CLUB LLC
SEC 9 TWP 52S RGE 42E

APPL. NO. 130315-4
PERMIT NO. 13-02939-P
ACREAGE: 8.27
LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)
RECEIVING BODY: MAULE LAKE
LAST DATE FOR AGENCY ACTION: JULY 23, 2013

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3. MIAMI QUARRY
FLORIDA ROCK INDUSTRIES INC
SEC 15,22,23,25,26 TWP 53S RGE 39E

APPL. NO. 130325-10
PERMIT NO. 13-02373-W
ACREAGE: 2020.39
LAND USE: INDUSTRIAL
PUBLIC WATER SUPPLY

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
WATER SOURCE: BISCAYNE AQUIFER AND ON-SITE BORROW PITS
ALLOCATION: 782.25 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 8, 2013

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4. NW 25TH STREET VIADUCT
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT VI
SEC 26-28,33-35 TWP 53S RGE 40E

APPL. NO. 130521-10
PERMIT NO. 13-05176-W
ACREAGE: 1.00
LAND USE: DEWATERING

PERMIT TYPE: WATER USE MODIFICATION
WATER SOURCE: BISCAYNE AQUIFER
ALLOCATION: NOT REQUIRED
LAST DATE FOR AGENCY ACTION: AUGUST 19, 2013

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5. SR 836/DOLPHIN EXPRESSWAY CAPACITY IMPROVEMENTS
MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)

SEC 5,31-36 TWP 53,54S RGE 40,41E

APPL. NO. 121116-10
PERMIT NO. 13-03801-P

ACREAGE: 264.71
LAND USE: ROADWAY

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL MODIFICATION)
RECEIVING BODY: C-4 CANAL, LAKE JOANNE, BLUE LAGOON, GLIDE ANGLE LAKE AND COMFORT CANAL
LAST DATE FOR AGENCY ACTION: JULY 19, 2013

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6. STATE ROAD 823/NW 57TH AVE FROM W 54TH ST TO W 84 ST
FLORIDA DEPARTMENT OF TRANSPORTATION

SEC 25,30,31,36 TWP 52S RGE 41,40E

APPL. NO. 121130-11
PERMIT NO. 13-05364-P

ACREAGE: 28.50
LAND USE: ROADWAY

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION)
RECEIVING BODY: RED ROAD CANAL
LAST DATE FOR AGENCY ACTION: JULY 15, 2013

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ORANGE COUNTY

1. LAKE BUENA VISTA VILLAGE (FKA DELORES)
MHB ASSOCIATES II LLC
SEC 21 TWP 24S RGE 28E

APPL. NO. 130322-8
PERMIT NO. 48-02243-P
ACREAGE: 10.47
LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (NEW CONSTRUCTION/OPERATION, INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
RECEIVING BODY: ADJACENT WETLANDS
LAST DATE FOR AGENCY ACTION: JULY 5, 2013

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2. LAKE PRESERVE
MERITAGE HOMES OF FLORIDA INCORPORATED
SEC 33 TWP 24S RGE 30E

APPL. NO. 130419-13
PERMIT NO. 48-00788-S
ACREAGE: 137.00
LAND USE: RESIDENTIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION, INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
RECEIVING BODY: BOGGY CREEK
LAST DATE FOR AGENCY ACTION: JULY 15, 2013

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3. LOTS 6 AND 7 AIRPORT DISTRIBUTION CENTER - PHASE 1
MULLER INVESTMENTS LLC
SEC 31 TWP 23S RGE 30E

APPL. NO. 130116-17
PERMIT NO. 48-00549-S-06
ACREAGE: 3.68
LAND USE: INDUSTRIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION)
RECEIVING BODY: EXISTING MASTER SYSTEM
LAST DATE FOR AGENCY ACTION: JULY 19, 2013

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4. THE COURTNEY AT UNIVERSAL BOULEVARD
CONTRAVEST MANAGEMENT COMPANY
SEC 6 TWP 24S RGE 29E

APPL. NO. 130515-14
PERMIT NO. 48-01103-S-16
ACREAGE: 80.71
LAND USE: COMMERCIAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONCEPTUAL APPROVAL MODIFICATION AND CONSTRUCTION/OPERATION MODIFICATION)
RECEIVING BODY: SHINGLE CREEK VIA EXISTING CONVEYANCE CANALS WITHIN THE SAND LAKE ROAD COMPLEX MASTER SYSTEM
LAST DATE FOR AGENCY ACTION: JULY 14, 2013

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OSCEOLA COUNTY

1. DAVIS FARMS
   D DAVIS LLC
   SEC 18 TWP 26S RGE 31E

APPL. NO. 130515-3
PERMIT NO. 49-02152-W

ACREAGE: 140.00
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE MODIFICATION

WATER SOURCE: ON-SITE LAKES

ALLOCATION: 29.48 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 13, 2013

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PALM BEACH COUNTY

1. ACME IMPROVEMENT DISTRICT
ACME IMPROVEMENT DISTRICT
SEC 1-23,25-36 TWP 43-45S RGE 40,41E

APPL. NO. 111205-12
PERMIT NO. 50-00548-W
ACREAGE: 20111.00
LAND USE: DIVERSION AND IMPOUNDMENT

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: SFWMD CANAL C-51 AND L-40
ALLOCATION: 253.8 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 7, 2013

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2. IRONHORSE COUNTRY CLUB IRRIGATION
IRONHORSE LAKES LLC
SEC 22,27 TWP 42S RGE 42E

APPL. NO. 121108-4
PERMIT NO. 50-01905-W
ACREAGE: 120.00
LAND USE: GOLF COURSE LANDSCAPE

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: ON-SITE LAKES
ALLOCATION: 23.3 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 5, 2013

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3. PALM BEACH ZOO
ZOOLOGICAL SOCIETY OF THE PALM BEACHES INC
SEC 4 TWP 44S RGE 43E

APPL. NO. 070521-17
PERMIT NO. 50-04508-W
ACREAGE: 10.47
LAND USE: INDUSTRIAL LANDSCAPE

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: SURFICIAL AQUIFER AND ON-SITE LAKES
ALLOCATION: 17.12 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: JULY 24, 2013

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4. VALIENTE POLO
J-5 WELLINGTON PRESERVE LLC
SEC 34 TWP 44S RGE 41E

APPL. NO. 130328-2
PERMIT NO. 50-10063-W
ACREAGE: 119.60
LAND USE: LANDSCAPE

PERMIT TYPE: WATER USE MODIFICATION
WATER SOURCE: SURFICIAL AQUIFER AND ON-SITE CANALS
ALLOCATION: 18.95 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: JULY 30, 2013

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5. WELLINGTON POLO PRESERVE
WELLINGTON PRESERVE CORP
SEC 34 TWP 44S RGE 41E

APPL. NO. 121030-3
PERMIT NO. 50-07629-W

ACREAGE: 362.00
LAND USE: DIVERSION AND IMPOUNDMENT
DIV & IMP
SECONDARY USER

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
WATER SOURCE: ACME IMPROVEMENT DISTRICT CANAL
ALLOCATION: 61.87 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: AUGUST 18, 2013

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POLK COUNTY

1. AVON PARK CORRECTIONAL INSTITUTE
   FLORIDA DEPARTMENT OF CORRECTION
   SEC 30,31 TWP 32S RGE 30E

APPL. NO. 130103-10
PERMIT NO. 53-00090-W

ACREAGE: N/A
LAND USE: PUBLIC WATER SUPPLY

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
WATER SOURCE: UPPER FLORIDAN AQUIFER
ALLOCATION: 16.22 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: JULY 14, 2013

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ST LUCIE COUNTY

1. EDSALL 21
EDSALL GROVES INC
SEC 16,20 TWP 37S RGE 38E

APPL. NO. 040628-11
PERMIT NO. 56-00915-W
ACREAGE: 750.00
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE MODIFICATION/RENEWAL
WATER SOURCE: ALLAPATTAH CANAL
ALLOCATION: 138.87 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: JULY 24, 2013

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2. TREASURE COAST MITIGATION PROJECT
VALENCIA RIVER ASSOCIATES LP
SEC 20,21,27-29,33,34 TWP 34S RGE 38E

APPL. NO. 130528-3
PERMIT NO. 56-00004-P
ACREAGE: 2791.30
LAND USE: MITIGATION
AGRICULTURAL

PERMIT TYPE: ENVIRONMENTAL RESOURCE (CONSTRUCTION/OPERATION MODIFICATION, INCLUDES CONSERVATION EASEMENT TO THE DISTRICT)
RECEIVING BODY: C-25 CANAL
LAST DATE FOR AGENCY ACTION: JULY 27, 2013

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3. VITALIA AT TRADITION
AVATAR PROPERTIES INC
SEC 4,5 TWP 37S RGE 39E

APPL. NO. 130405-5
PERMIT NO. 56-03282-W
ACREAGE: 1.00
LAND USE: DEWATERING

PERMIT TYPE: WATER USE PROPOSED
WATER SOURCE: WATER TABLE AQUIFER
ALLOCATION: NOT REQUIRED
LAST DATE FOR AGENCY ACTION: JULY 31, 2013

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4. WESTERN GROVES
TRADITION LAND COMPANY LLC
SEC 5-18 TWP 37S RGE 39E

APPL. NO. 130408-12
PERMIT NO. 56-02659-W
ACREAGE: 610.00
LAND USE: AGRICULTURAL

PERMIT TYPE: WATER USE RENEWAL
WATER SOURCE: PEACOCK CANAL
ALLOCATION: 100.84 MILLION GALLONS PER MONTH
LAST DATE FOR AGENCY ACTION: SEPTEMBER 8, 2013

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