

Governing Board Meeting

Agenda and Meeting Information

December 10, 2019

11:00 AM

Brooksville Office

2379 Broad Street • Brooksville, Florida
(352) 796-7211

Southwest Florida
Water Management District

WATERMATTERS.ORG • 1-800-423-1476



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

SWFWMD does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of SWFWMD'S functions, including access to and participation in SWFWMD'S programs and activities. SWFWMD designates the Human Resources Office Chief as the Americans with Disabilities Act (ADA) Compliance Coordinator. Anyone requiring reasonable accommodation as provided for in the ADA should contact SWFWMD'S Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone 352-796-7211, ext. 4701 or 1-800-423-1476 (FL only), ext. 4702; TDD 1-800-231-6103 (FL only); or email to ADACoordinator@WaterMatters.org.

Final Agenda GOVERNING BOARD MEETING

DECEMBER 10, 2019

11:00 AM

Brooksville Office

2379 BROAD STREET, BROOKSVILLE, FL 34604
(352) 796-7211

All meetings are open to the public.

- Viewing of the Board meeting will be available at each of the District offices and through the District's website (www.WaterMatters.org) -- follow directions to use internet streaming.
- Public input will be taken only at the meeting location.
- Public input for issues not listed on the published agenda will be heard shortly after the meeting begins.

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.

Unless specifically stated, scheduled items will not be heard at a time certain.

The current Governing Board agenda and minutes of previous meetings are on the District's web site: www.WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830
(863) 534-1448 or 1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240
(941) 377-3722 or 1-800-320-3503 (FL only)

Tampa Office
7601 Hwy 301 N (Fort King Highway)
Tampa, Florida 33637
(813) 985-7481 or 1-800-836-0797 (FL only)

MEETING NOTICE

11:00 A.M. CONVENE PUBLIC MEETING (TAB A)

1. *Call to Order*
2. *Invocation and Pledge of Allegiance*
3. *Employee Recognition*
4. *Additions/Deletions to Agenda*
5. *Public Input for Issues Not Listed on the Published Agenda*

CONSENT AGENDA (TAB B)***Resource Management Committee***

6. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Sapphire Lake in Hillsborough County (P256)
7. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Charles in Hillsborough County (P256)
8. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Calm in Hillsborough County (P256)
9. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County (P256)

Finance/Outreach & Planning Committee

10. Budget Transfer Report
11. Competitive Procurement Follow-Up Audit
12. Budget Transfer for Settlement Costs from Sale of Sarasota Office

Operations, Lands and Resource Monitoring Committee

13. Assignment of Management Agreement with Citrus County for Chassahowitzka River Campground to the Florida Forest Service – Chassahowitzka River & Coastal Swamps – SWF Parcel No. 15-347-105X
14. Lease Agreement with Florida Department of Environmental Protection – Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract - SWF Parcel No. 21-199-105X
15. Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X
16. Amendment to Management Agreement with the City of Crystal River and the U.S. Fish and Wildlife Service for the Chassahowitzka River and Coastal Swamps – Three Sisters Springs – SWF Parcel No. 15-347-123X
17. Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Right of Way – Schultz Preserve - SWF Parcel Numbers 11-709-154 and 11-709-155S

Regulation Committee

18. Individual Water Use Permits Referred to the Governing Board - None

General Counsel's Report

19. Administrative, Enforcement and Litigation Activities that Require Governing Board Approval
 - a. Authorization to Issue Administrative Complaint and Order – Violation of Permit Condition – Andre Araujo – ERP No. 43000189.016 – CT No. 396284 – Hillsborough County
 - b. Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Waylon J. Howard – License Number 9247 – CT No. 398945 – Hillsborough County, Florida
 - c. Authorization to Issue Administrative Complaint and Order – As Built Deviations – Imperial Granite – ERP No. 44029286.000 – CT No. 378487 – Pasco County
 - d. Memorandum of Understanding Between the SWFWMD and the SFWMD – Water Use Permit Application ID No. 20808.000 – City of Cape Coral Supplemental Water Supply Project – Charlotte County, Florida
20. Rulemaking – None

Executive Director's Report

21. Approve Governing Board Minutes – November 19, 2019

RESOURCE MANAGEMENT COMMITTEE (TAB C)**Discussion**

- 22. Consent Item(s) Moved for Discussion
- 23. Fiscal Year 2020-21 Cooperative Funding Process

Submit & File Reports – None**Routine Reports**

- 24. Minimum Flows and Levels Status Report
- 25. Significant Water Resource and Development Projects

FINANCE/OUTREACH & PLANNING COMMITTEE (TAB D)**Discussion**

- 26. Consent Item(s) Moved for Discussion
- 27. Preliminary Budget for FY2021

Submit & File Reports – None**Routine Reports**

- 28. Treasurer's Report and Payment Register
- 29. Monthly Financial Statement
- 30. Monthly Cash Balances by Fiscal Year
- 31. Comprehensive Plan Amendment and Related Reviews Report

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE (TAB E)**Discussion**

- 32. Consent Item(s) Moved for Discussion

Submit & File Reports

- 33. Hydrologic Conditions Report
- 34. Response to Neil Combee's Comments – Proposal to Exchange the Clark Homeland Ranch for the District's Old Florida Plantation

Routine Reports

- 35. Surplus Lands Update
- 36. Structure Operations
- 37. Significant Activities

REGULATION COMMITTEE (TAB F)**Discussion**

- 38. Consent Item(s) Moved for Discussion
- 39. Denials Referred to the Governing Board
- 40. Consider Water Shortage Order as Necessary

Submit & File Reports – None**Routine Reports**

- 41. Dover/Plant City Water Use Caution Area Flow Meter and Automatic Meter Reading (AMR) Equipment Implementation Program
- 42. Overpumpage Report
- 43. Individual Permits Issued by District Staff

GENERAL COUNSEL'S REPORT (TAB G)**Discussion**

- 44. Consent Item(s) Moved for Discussion

Submit & File Reports – None**Routine Reports**

- 45. December 2019 Litigation Report
- 46. December 2019 Rulemaking Update

COMMITTEE/LIAISON REPORTS (TAB H)

- 47. Agricultural and Green Industry Advisory Committee
- 48. Other Committee/Liaison Reports

EXECUTIVE DIRECTOR'S REPORT (TAB I)

- 49. Executive Director's Report

CHAIR'S REPORT (TAB J)

- 50. Chair's Report
- 51. Other
- 52. Employee Milestones

*ADJOURN PUBLIC MEETING***ADJOURNMENT**

The Governing Board may take action on any matter on the printed agenda including such items listed as reports, discussions, or program presentations. The Governing Board may make changes to the printed agenda only for good cause as determined by the Chair, and stated in the record.

If a party decides to appeal any decision made by the Board with respect to any matter considered at a hearing or these meetings, that party will need a record of the proceedings, and for such purpose that party may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

If you wish to address the Board concerning any item listed on the agenda or an issue that does not appear on the agenda, please fill out a speaker's card at the reception desk in the lobby and give it to the recording secretary. Your card will be provided to the Chair who will call on you at the appropriate time during the meeting. When addressing the Board, please step to the podium, adjust the microphone for your comfort, and state your name for the record. Comments will be limited to three minutes per speaker. In appropriate circumstances, the Chair may grant exceptions to the three-minute limit.

The Board will accept and consider written comments from any person if those comments are submitted to the District at Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida 34604-6899. The comments should identify the number of the item on the agenda and the date of the meeting. Any written comments received after the Board meeting will be retained in the file as a public record.

GOVERNING BOARD OFFICERS, COMMITTEES AND LIAISONS

Effective November 26, 2019

OFFICERS	
Chair	Mark Taylor
Vice Chair	Michelle Williamson
Secretary	Joel Schleicher
Treasurer	Kelly S. Rice

OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE
James G. Murphy, Chair
Jack Bispham

RESOURCE MANAGEMENT COMMITTEE
Rebecca Smith, Chair
Roger Germann

REGULATION COMMITTEE
Joel Schleicher, Chair
Michelle Williamson

FINANCE/OUTREACH AND PLANNING COMMITTEE
Kelly S. Rice, Chair
Seth Weightman

** Board policy requires the Governing Board Treasurer to chair the Finance Committee.*

STANDING COMMITTEE LIAISONS	
Agricultural and Green Industry Advisory Committee	Michelle Williamson
Environmental Advisory Committee	Roger Germann
Industrial Advisory Committee	James G. Murphy
Public Supply Advisory Committee	Kelly S. Rice (Temporary)
Well Drillers Advisory Committee	Seth Weightman

OTHER LIAISONS	
Central Florida Water Initiative	James Murphy
Springs Coast Steering Committee	Kelly S. Rice
Charlotte Harbor National Estuary Program Policy Board	Jack Bispham
Sarasota Bay Estuary Program Policy Board	Joel Schleicher
Tampa Bay Estuary Program Policy Board	Roger Germann
Tampa Bay Regional Planning Council	Rebecca Smith

**Southwest Florida Water Management District Schedule of Meetings
Fiscal Year 2020**

Updated 11/26/19

Governing Board Meeting

October 22, 2019 – 9:00 a.m., Brooksville Office
November 19, 2019 – 9:00 a.m., Tampa Office
December 10, 2019 – 11:00 a.m., Brooksville Office
January 28, 2020 – 9:00 a.m., Tampa Office
February 25, 2020 – 10:00 a.m., Sarasota County Operations Center
March 24, 2020 – 9:00 a.m., Brooksville Office
April 28, 2020 – 10:00 a.m., Lake Eva Banquet Hall, Haines City
May 19, 2020 – 9:00 a.m., Tampa Office
June 23, 2020 – 9:00 a.m., Brooksville Office
July 21, 2020 – 9:00 a.m., Tampa Office
August 25, 2020 – 9:00 a.m., Brooksville Office
September 22, 2020 – 3:00 p.m., Tampa Office

Governing Board Public Budget Hearing – 5:01 p.m., Tampa Office

2020 – September 8 & 22

Agricultural & Green Industry Advisory Committee – 10:00 a.m., Tampa Office

2019 – December 3
2020 – March 10, June 9, September 15

Environmental Advisory Committee – 10:00 a.m., Tampa Office

2019 – October 8
2020 – January 14, April 14, July 14

Industrial Advisory Committee – 10:00 a.m., Tampa Office

2019 – November 5
2020 – February 11, May 12, August 11

Public Supply Advisory Committee – 1:00 p.m., Tampa Office

2019 – November 5
2020 – February 11, May 12, August 11

Well Drillers Advisory Committee – 1:30 p.m., Tampa Office

2019 – October 9
2020 – January 8, April 8, July 8

Cooperative Funding Initiative – all meetings begin at 10:00 a.m.

2020 – February 5 – Northern Region, Brooksville Office
2020 – February 6 – Southern Region, Sarasota County Commission Chamber
2020 – February 12 – Heartland Region, Bartow City Hall
2020 – February 13 – Tampa Bay Region, Tampa Office
2020 – April 1 – Northern Region, Brooksville Office
2020 – April 2 – Southern Region, Sarasota County Commission Chamber
2020 – April 8 – Tampa Bay Region, Tampa Office
2020 – April 9 – Heartland Region, Bartow City Hall

Public Meeting for Pending Permit Applications – 9:00 a.m., Tampa Office

2019 – October 2, November 6, December 4
2020 – January 8, February 5, March 4, April 1, May 6, June 3, July 1, August 5, September 2

**Environmental Resource Permitting Advisory Group – 10:00 a.m., and
Water Use Permitting Advisory Group – 2:00 p.m., Tampa Office**

2019 – October 30
2020 – April 29, July 22

Meeting Locations

Brooksville Office – 2379 Broad Street, Brooksville, FL 34604
Tampa Office – 7601 US Highway 301 North, Tampa, FL 33637
Lake Eva Banquet Hall – 799 Johns Avenue, Haines City, FL 33844
Bartow City Hall – 450 N. Wilson Avenue, Bartow, FL 33830
Sarasota County Commission Chamber – 1660 Ringling Blvd. Sarasota, FL 34236
Sarasota County Operations Center – 1001 Sarasota Center Blvd. Sarasota, FL 34240

Executive Summary

GOVERNING BOARD MEETING

DECEMBER 10, 2019
11:00 a.m.

CONVENE PUBLIC MEETING (TAB A)

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Employee Recognition
4. Additions/Deletions to Agenda
5. Public Input for Issues Not Listed on the Published Agenda

CONSENT AGENDA (TAB B)

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, the item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

Resource Management Committee

6. **Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Sapphire Lake in Hillsborough County (P256)**

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Sapphire Lake were adopted in July 2000. Section 373.0421(5), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Sapphire Lake is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to increase 0.2 feet and the High Minimum Lake Level is proposed to increase 0.5 feet. The High Guidance Level is proposed to increase 0.1 feet, and the Low Guidance Level is proposed to decrease 0.9 feet.

The technical report outlining the development of the newly proposed levels for Sapphire Lake was posted on the District's website prior to a public workshop held on August 22, 2019. The workshop was held within reasonable proximity to the lake and was attended by 7 members

of the public. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated status assessment of the lake's levels was performed, and Sapphire Lake's water levels were determined to be below the proposed Minimum Lake Level and above the proposed High Minimum Lake Level. Sapphire Lake is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). The analyses outlined in this document for Sapphire Lake will be reassessed by the District and Tampa Bay Water as part of this plan, and also as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Sapphire Lake and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Adoption of Minimum Levels for Sapphire Lake will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Sapphire Lake as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Sapphire Lake in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Sapphire Lake in Hillsborough County, as shown in the Exhibit.

7. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Charles in Hillsborough County (P256)

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Lake Charles were adopted in August 2004. Section 373.0421(5), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Lake Charles is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.5 feet and the High Minimum Lake Level is proposed to decrease 0.5 feet. The High Guidance Level is proposed to decrease 0.5 feet, and the Low Guidance Level is proposed to decrease 1.6 feet.

The technical report outlining the development of the newly proposed levels for Lake Charles was posted on the District's website prior to a public workshop held on August 6, 2019. The workshop was held within reasonable proximity to the lake and was attended by 9 members of the public. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated status assessment of the lake's levels was performed, and Lake Charles water levels were determined to be above the proposed Minimum Lake Level and below the proposed High Minimum Lake Level. Lake Charles is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). The analyses outlined in this document for Lake Charles will be reassessed by the District and Tampa Bay Water as part of this plan, and also as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Lake Charles and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Adoption of Minimum Levels for Lake Charles will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Lake Charles as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Charles in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Lake Charles in Hillsborough County, as shown in the Exhibit.

8. **Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Calm in Hillsborough County (P256)**

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Lake Calm were adopted into Rule 40D-8.624, F.A.C., in 2004. Section 373.0421(3), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Lake Calm is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently-developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.7 feet and the High Minimum Lake Level is proposed to increase 0.2 feet. The High Guidance Level is proposed to increase 1.0 ft., and the Low Guidance Level is proposed to decrease 0.9 feet.

The technical report outlining the development of the newly proposed levels for Lake Calm was posted on the District's website prior to a public workshop held on August 13, 2019. The workshop was held within reasonable proximity to the lake and had 11 members of the public in attendance. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated assessment of status was performed, and Lake Calm water levels were determined to be above the proposed High Minimum Lake Level and below the Minimum Lake Level. Lake Calm is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C.). The analyses outlined in this document for Lake Calm will be reassessed by the District and Tampa Bay Water as part of this plan, and as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Lake Calm and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Adoption of Minimum Levels for Lake Calm will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Lake Calm as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as OFARR or

the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Calm in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Lake Calm in Hillsborough County, as shown in the Exhibit.

9. **Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County (P256)**

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Church and Echo Lakes were adopted into Rule 40D-8.624, F.A.C., in 2004. Section 373.0421(3), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Church and Echo Lakes are included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently-developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.2 feet and the High Minimum Lake Level is proposed to decrease 0.4 feet. The High Guidance Level is proposed to increase 0.4 ft., and the Low Guidance Level is proposed to increase 0.6 feet.

The technical report outlining the development of the newly proposed levels for Church and Echo Lakes was posted on the District's website prior to a public workshop held on August 5, 2019. The workshop was held within reasonable proximity to the lake and had 14 members of the public in attendance. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated assessment of status was performed, and Church and Echo Lakes water levels were determined to be above the proposed High Minimum Lake Level and the Minimum Lake Level. Church and Echo Lakes are included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). Therefore, the analyses outlined in this document for Church and Echo Lakes will be reassessed by the District and Tampa Bay Water as part of this plan, and as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Church and Echo Lakes and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Adoption of Minimum Levels for Church and Echo Lakes will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Church and Echo Lakes as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as OFARR or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Church and Echo Lakes in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County, as shown in the Exhibit.

Finance/Outreach & Planning Committee

10. Budget Transfer Report

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are regularly presented to the Finance/Outreach & Planning Committee for approval on the Consent Agenda at the next scheduled meeting. The exhibit for this item reflects all such transfers executed since the date of the last report for the Committee's approval.

Exhibit will be provided under separate cover.

Staff Recommendation:

Request approval of the Budget Transfer Report covering all budget transfers for November 2019.

11. Competitive Procurement Follow-Up Audit

In accordance with the Office of Inspector General (OIG) Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall monitor the implementation of the District's response to any audit issued by the Auditor General (AG).

On July 9, 2018, the AG released report No. 2019-001 on the operational audit of the District. Included in this report was a finding regarding competitive procurement. The AG recommended the District should continue efforts to ensure that District records contain the manual signatures of who opened bids and the date and time the bids were opened.

The OIG conducted this follow-up audit for the period March 1, 2019 to September 30, 2019 in accordance with generally accepted government auditing standards. Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for conclusions based upon the audit objectives. The OIG believes

that the evidence obtained provides a reasonable basis for the conclusion based on the audit objectives.

The audit objectives of this follow-up audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and the safeguarding of assets, and identify weaknesses in those controls.
- Determine whether management had taken corrective action for, or was in the process of correcting, the AG's competitive procurement finding from report No. 2019-001.

OIG's follow-up audit disclosed District Management had taken corrective actions as recommended by the AG for the competitive procurement finding. No further findings or recommendations relating to the scope of this audit are included in the audit report.

Staff Recommendation:

Staff recommends the Board approve the Office of Inspector General Competitive Procurement Follow-Up Audit.

12. Budget Transfer for Settlement Costs from Sale of Sarasota Office

Request Governing Board approval of a budget transfer in the amount of \$204,507 from the canceled Cooperative Funding Initiative (CFI) project N990 Zephyr Creek Drainage Improvements: Units 3 and 4 with Pasco County for the budget authority to record the Documentary Stamps, Realtor Commission and Recording Fees in association with the sale of the Sarasota Office that was sold on November 1, 2019.

In May 2018 the Governing Board declared the Sarasota Office surplus. The property was marketed, and at the March 2019 Governing Board meeting the District approved a purchase and sale agreement with Manatee Memorial Hospital L.P. (Buyer) for \$4,700,000 where the District will pay the documentary stamps and a four percent commission to the Buyer's broker. The agreement also stated the District will retain a non-exclusive easement to access, monitor and maintain three existing monitoring wells.

On November 1, 2019, Manatee Memorial Hospital L.P. closed the purchase transaction. The settlement costs for which the District is responsible include documentary stamps, four percent realtor commission to the Buyer's broker, and recording fees for the easement retained by the District to access the monitoring wells.

Funding is available from the canceled CFI project N990 Zephyr Creek Drainage Improvements: Units 3 and 4 with Pasco County. The project has been canceled by the County since it will not meet the benefits originally intended in the CFI application. Both County and District staff have determined that a feasibility study is necessary to 1.) evaluate periodic flooding of structures and roadways, 2.) identify potential best management practices to improve the level of service (LOS), and 3.) determine the maximum flood protection LOS that could be achieved for the project areas. The County has submitted a fiscal year 2021 CFI application for this study. Funding is needed in the amount of \$204,507 to pay for the Documentary Stamps, Realtor Commission, and Recording Fees in association with the sale of the Sarasota Office that was sold of November 1, 2019.

Staff Recommendation:

Approve a budget transfer in the amount of \$204,507 from the canceled CFI project N990 Zephyr Creek Drainage Improvements for the settlement costs from the sale of the Sarasota Office as follows:

1. Documentary Stamps in the amount of \$16,450;
2. Realtor Commission in the amount of \$188,000; and
3. Recording Fees in the amount to \$57.00.

Operations, Lands and Resource Monitoring Committee**13. Assignment of Management Agreement with Citrus County for Chassahowitzka River Campground to the Florida Forest Service – Chassahowitzka River & Coastal Swamps – SWF Parcel No. 15-347-105X**

Request Governing Board approval of a no cost assignment of the management agreement between the Southwest Florida Water Management District (District) and Citrus County (County) executed November 2009 for the Chassahowitzka River Campground (Campground) to the Florida Forest Service (FFS). The management agreement is included as Exhibit 1 and a general location map and a site map are included as Exhibits 2 and 3, respectively.

This assignment of the management agreement is the first step in the process of transferring management of both the campground and surrounding District land to FFS. The second and final step will be a lease agreement with FFS which will replace this management agreement and include management of both the campground and surrounding District land. Staff is currently working with FFS to develop this lease agreement and return to the Board for final approval.

At the August 2019 Governing Board meeting, staff advised the Board of its negotiations with the County and FFS to transfer the management agreement for the Campground (40 acres) to the FFS to be managed with the surrounding lands under a new lease agreement. The Governing Board approved an amendment to extend the term of the management agreement until November 16, 2022 to provide the District ample time to negotiate and complete transfer of the Campground management to FFS and the lease agreement which will include the surrounding District lands.

Approving the assignment of the management agreement to FFS will benefit the District by allowing FFS to utilize the Campground revenue to manage both the Campground and the surrounding lands currently being managed by the District.

Staff Recommendation:

- Approve the assignment of the Management Agreement between Citrus County and Florida Forest Service - SWF Parcel No. 15-347-105X.
- Authorize the Governing Board Chair and Secretary to execute the Consent of Assignment form.

14. Lease Agreement with Florida Department of Environmental Protection – Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract - SWF Parcel No. 21-199-105X

Request Governing Board approval of a no-cost lease agreement between the Southwest Florida Water Management District (District) and the Florida Department of Environmental Protection (FDEP) Division of Recreation and Parks to renew an updated lease arrangement and authorize FDEP to continue to manage the Myakka Prairie property (8,249 acres) as part of the Myakka River State Park. The lease agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

The District acquired the Myakka Prairie property in April 1994. Consistent with acquisition negotiations, the District entered into a long-term lease agreement with FDEP to allow the 8,249 acres to be managed as a part of the Myakka River State Park. The acquisition of the property closed a gap between the Myakka River State Park (28,950 acres) and T. Mabry Carlton, Jr. Reserve property and resulted in a contiguous area of public-owned lands of 70,000 acres in the Myakka River region.

The previous lease agreement with the FDEP requires renewal. Discussions between the parties concluded that the agreement needed to be revised and updated. The FDEP and the District have developed the lease agreement attached to this item. The FDEP has reviewed and executed the lease agreement. Standard terms and conditions of the original lease agreement were incorporated into the new lease agreement and will be applicable and remain in full force and effect. The lease agreement contains, but is not limited to, the following:

- Agreement term is for 20 years
- The FDEP will incorporate the property into the Myakka River State Park Management Plan and will obtain the District's written approval of the plan
- The FDEP will solely fund and manage the property consistent with the adopted management plan
- The District retains the right to inspect the property and financial records for the park
- The District retains the right to utilize the property for water or resource management purposes
- Each party agrees to indemnify and hold the other harmless to the extent allowed by Section 768.28, F.S.

The FDEP will manage the property more cost effectively as part of the state park system, at no cost to the District. In the future, the FDEP will provide equestrian riding opportunities to the public on the District's property that would not otherwise be offered in the previous state park area. The District receives flood protection, water quality and natural system protection benefits by continued ownership of the property and will not incur long-term management costs that have been transferred to the FDEP.

Staff Recommendation:

- Approve the lease agreement for Myakka River State Park.
- Authorize the Governing Board Chair and Secretary to execute the lease agreement.

15. Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X

Request Governing Board approval of a no cost lease agreement between the Southwest Florida Water Management District (District) and the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks for the Rainbow River Ranch Tract (115 acres) acquired by the District. The lease agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

Rainbow River Ranch Tract was acquired in June 2017. Consistent with the Board's approval of the acquisition, FDEP and District staff have developed a lease agreement that authorizes the FDEP to manage the 115 acres of District owned lands as part of the Rainbow River State Park. Since most of the acquired acreage is improved pasture, the District agreed to restore the pasture with native grasses. Upon successful completion of the restoration project the District will turn over the perpetual maintenance to FDEP.

The lease agreement contains standard terms and conditions that include, but are not limited to, the following:

- Agreement term is for 20 years
- District will fence the acquired lands and restore the pastures
- The FDEP will incorporate the property into the Rainbow River State Park Management Plan and will obtain the District's written approval of the plan
- The FDEP will solely fund and manage the property consistent with adopted management plan
- The District retains right to inspect the property and financial records for the park
- The District retains the right to utilize the property for water or resource management purposes
- Each party agrees to indemnify and hold the other harmless to the extent allowed by Section 768.28, F.S.

The FDEP will manage the property as part of the state park system. In the future the FDEP will expand and enhance recreational opportunities in the park as a result of the addition. The District receives flood protection, water quality and natural system protection benefits by ownership of the property and will not incur long-term management costs that have been transferred to the FDEP.

Staff Recommendation:

- Approve the lease agreement for the Rainbow River State Park.
- Authorize the Governing Board Chair and Secretary to execute the lease agreement.

16. Amendment to Management Agreement with the City of Crystal River and the U.S. Fish and Wildlife Service for the Chassahowitzka River and Coastal Swamps – Three Sisters Springs – SWF Parcel No. 15-347-123X

Request Governing Board approval of a no cost amendment to the management agreement between the Southwest Florida Water Management District (District), the City of Crystal River (City) and the U.S. Fish and Wildlife Service (USFWS) executed July 28, 2010 for Three Sisters Springs. The amendment to modifies conditions in the original management agreement. The proposed amendment to the management agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

The District acquired the Three Sisters Springs property in June 2010. The property is approximately 57 acres and was purchased to protect three second-order magnitude springs and an important manatee refuge. The District's specific interest in the property was to develop a stormwater treatment system for Kings Bay to improve water quality within the Bay and Crystal River spring system. Acquisition of the property was a collaboration of multiple partners that included the District, City, USFWS, Florida Communities Trust, and other public and private contributors. The District holds a 30 percent undivided interest in the parcel and the City holds a 70 percent undivided interest in the parcel. This division of the ownership interest was determined by acquisition funding contributions and agreement that the District would solely fund the stormwater treatment system and any future projects on the property.

The City and USFWS are the lead managers for the property and agree that the 2010 management agreement requires an amendment. The District has reviewed the proposed amendment and provided changes to the amendment in the best interest of the District. The amendment addresses the following changes:

- The 2010 land use and management plan approved by the acquisition partners will be replaced with a 2019 updated version.

- The renewal periods for the agreement have been modified for automatic renewal of two 20-year terms instead of two 25-year term renewals.
- The agreement requires the USFWS assume management of future restoration projects that the District pursues within the property boundary.
- If the City terminates the agreement before it expires, it will pay the USFWS a prorated amount of the capital improvement costs for the capital improvements set forth in the land use and management plan paid for with federally, legislatively-appropriated funds, excluding grant funds or other private funding. If the USFWS terminates the agreement before it expires, neither the City nor the District will be required to reimburse the USFWS for any capital improvements made to the property.
- If the City or the District terminates the agreement with the USFWS before it expires, the City will pay 70 percent and the District will pay 30 percent of the annual operation and maintenance costs for the stormwater treatment system and any other restoration initiative completed by the District.
- When the agreement is terminated or expires, the USFWS will provide itemized invoices to the City and District showing all the USFWS's federal, legislatively appropriated funding expenditures to construct each capital improvement.
- The USFWS will manage the parcel in accordance with the Declaration of Restrictive Covenants dated July 12, 2010 attached as an exhibit to the amendment and provide annual reports of compliance to the City.
- The City agrees to provide public land access per a 2016 Memorandum of Understanding between the City and the USFWS which is attached as an exhibit to the amendment.

The District incorporated conditions in the amendment that will ensure the USFWS will manage any restoration projects pursued by the District at no cost to the District and defines equitable operation and maintenance responsibilities if the agreement is terminated.

Staff Recommendation:

- Approve the Amendment to the Management Agreement with City of Crystal River, U.S. Fish and Wildlife Service for Three Sisters Springs - SWF Parcel No. 15-347-123X.
- Authorize the Governing Board Chair and Secretary to execute the Amendment to Management Agreement.

17. Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Right of Way – Schultz Preserve - SWF Parcel Numbers 11-709-154 and 11-709-155S

Request Governing Board approval of a land exchange with the Tampa Port Authority (Port) for about 0.5 acre of property in Schultz Preserve (Preserve) owned by the Southwest Florida Water Management District (District) for about 1.1 acres of property owned by the Port. The District property is needed for expansion of railroad services to accommodate the relocation of the Ardent Mills' flour mill to the Port's Gibsonton (Port Redwing) facility. A general location map is included as Exhibit 1.

During the October 2019 Governing Board meeting, the Governing Board was informed about the Port's request to exchange property as part of the approval of a site permit for construction of a flour mill facility for Ardent Mills LLC., at the Port's Gibsonton facility. The Port's lease agreement requires construction of additional utilities, a new conveyor transport and expansion of the existing railroad tracks to accommodate more rail and hopper cars that carry loose bulk commodities. The land required by the Port is needed for Right of Way as a buffer for the railroad expansion.

The Port's request is to exchange a 2,080 linear foot strip (0.5 acres) of District property directly adjacent to the existing railroad track on the Port's property for the Port's property (1.1 acres) located along the southeast corner of Schultz Preserve.

The District holds title to the Port Redwing-Schultz property which was purchased through an equal funding partnership with the Hillsborough County Board of County Commissioners (BOCC). District staff and the County have been jointly reviewing the Port's proposal. The County manages Schultz Preserve for conservation and recreational purposes pursuant to a lease agreement with the District. Through the lease agreement for the property, the County has a Right of First Refusal (RoFR) for the District property to be exchanged. The County has reviewed the Port's exchange proposal and plans to waive its RoFR.

To further the negotiation process, the District, with consent by the County, agreed to the conceptual terms of an exchange through a non-binding Letter of Intent (LOI) dated October 30, 2019 (Exhibit 2). The Exchange Agreement is being developed based on the terms included in the LOI. Additionally, the County has agreed to amend the existing lease agreement for Schultz Preserve to account for the exchange.

The Port obtained and provided the District with an appraisal for both properties to be exchanged. The appraisal was determined to meet the necessary legal or District requirements and contain factual data to support the value conclusions.

The appraisal report is available upon request and the value conclusions are summarized as follows:

	District Property	Port Property
Land Value	\$40,000*	\$115,000
Price Per Square Foot	\$1.83	\$2.49

* Appraisal report indicates \$75,000 and value was adjusted to reflect actual land area to be exchanged

The Exchange Agreement negotiated requires the Port to make site improvements to their property being offered for exchange. Specifically, the site improvements will include a culvert installation, parking lot stabilization, fencing and an electric access gate having an estimated cost/value of \$100,000. The District property with a value of \$40,000 will be exchanged for property and improvements with a value of approximately \$215,000. The following is a summary of the terms negotiated between the District, the County, and the Port and included in the LOI:

- District will exchange the fee simple interest of about 0.5 acres for the fee simple interest in Port property of about 1.1 acres
- Port will improve their property to be exchanged, solely at its cost within one year of the transfer, including obtaining permits to install a culvert(s) to improve access, clearing non-wetland vegetation and trees, and stabilize a parking area with shell or other material. The property will be fenced, and a motorized gate installed. The cost of improvements will be included in the overall exchange value.
- Port will, at its sole cost, prepare boundary surveys and legal descriptions for both the District's and their parcel to be exchanged.
- District will convey a perpetual easement to the Port across a portion of Port property to be exchanged for its existing waterline on the property subject to the District being granted surface access rights across the easement.

The exchange transaction is to be completed at no cost to the District. The exchange of this property will improve the access and security to the Schultz preserve for District, County, and the public. Given the small size and contiguity of the subject property with the existing District ownerships there should not be an increase in the costs associated with Hillsborough County's ongoing management of the property.

Staff Recommendation:

- Approve an exchange with the Port for about 0.5 acres of District property in Schultz Preserve for about 1.1 acres of property owned by the Port.
- Authorize the Governing Board Chair and Secretary to execute an Exchange Agreement consistent with the Letter of Intent signed by the Executive Director dated October 30, 2019.
- Designate the property to be received by exchange (SWF Parcel No. 11-709-155S) as having been acquired for conservation purposes.
- Accept the appraisals conducted on SWF Parcel Numbers 11-709-154 and 11-709-155S.
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.
- Authorize the Governing Board Chair and Secretary to execute the Amendment to the Lease Agreement between the District and the County.
- Authorize the Governing Board Chair and Secretary to execute the utility easement required as part of the exchange.

Regulation Committee

18. Individual Water Use Permits Referred to the Governing Board – None

General Counsel's Report

19. Administrative, Enforcement and Litigation Activities that Require Governing Board Approval

a. Authorization to Issue Administrative Complaint and Order – Violation of Permit Condition – Andre Araujo – ERP No. 43000189.016 – CT No. 396284 – Hillsborough County

On October 16, 2017, the District issued Environmental Resource Permit (ERP) No. 43000189.016 (Permit) to Andre Araujo (Permittee) for the modification of a previously permitted stormwater management system serving a commercial development. The Permit authorized the modification and replacement of an existing effluent filtration pond that was filled in by Permittee without an ERP. The project site is located on the west side of Anderson Road, north of Benjamin Road in Tampa, Hillsborough County, Florida. Specific Condition No. 16 of the Permit required Permittee to complete all components of the stormwater management system authorized by the Permit within 90 days of the Permit issuance.

On February 22, 2018, a Notice of Permit Condition Violation was sent to Permittee advising him of his failure to comply with Specific Condition No. 16 because construction of the stormwater management system authorized by the Permit had not been completed within 90 days of Permit issuance. No response from Permittee was received. District staff then issued a Final Notice of Permit Condition Violation to Permittee on May 11, 2018. Again, no response from Permittee was received.

On November 19, 2018, District staff issued a Notice of Violation to Permittee concerning his failure to complete all components of the stormwater management system within 90 days of Permit issuance. No response from Permittee was received. District staff later discovered that Permittee had moved, and the Notice of Violation was reissued to

Permittee at his new address on December 5, 2018. Again, no response from Permittee was received. District staff then attempted to reach Permittee by phone and email and no response was received. On August 26, 2019, District staff issued a proposed Consent Order to Permittee offering to resolve the matter through payment of an administrative penalty and enforcement costs totaling \$9,500.00 and completion of the construction of all stormwater management system components authorized by the Permit within thirty days of approval of the Consent Order by the Governing Board. To date, the Permittee has not responded to the Notice of Violation and proposed Consent Order, and the construction of all stormwater management system components has not been completed as required by the Permit. As a result, District staff seek authorization to issue an Administrative Complaint and Order to achieve compliance.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Andre Araujo, and any other necessary parties, to obtain compliance with District rules and the terms and conditions of the Permit.
 2. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, recover an administrative fine/civil penalty, and recover District enforcement costs, litigation costs, and attorneys' fees, if appropriate.
- b. **Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Waylon J. Howard – License Number 9247 – CT No. 398945 – Hillsborough County, Florida**

Waylon J. Howard is a licensed water well contractor holding License No. 9247 (License), whose mailing address is 12628 Franklin Road, Thonotosassa, Florida, 33592. Mr. Howard operates Valrico Pump & Well Services, LLC, and conducts business under that name.

On May 31, 2018, Well Construction Permit No. 870003 (Permit) was issued to Mr. Howard for the construction of a 4-inch diameter landscape irrigation well. On June 25, 2018, the well-owner listed on the permit contacted District staff with a complaint about the well. The well-owner also informed District staff that the contractor had filled in an existing 2-inch diameter well on the property. The 2-inch well was filled in without the required permit and without District observation. District staff visited the location of the wells and noted that the 4-inch well was being used as a domestic well, not as a landscape irrigation well as required by the Permit. District staff also noted the domestic well was located approximately 55 feet from the on-site septic tank. These facts demonstrate violations of Rule 40D-3.041, Florida Administrative Code (F.A.C.); Rule 40D-3.531, F.A.C.; Rule 40D-3.301, F.A.C.; 40D-3.101, F.A.C.; and Rule 62-532.400 F.A.C.

Office of General Counsel conducted additional investigation into the violations, which confirmed the violations of the water well construction regulations listed above. Additionally, Mr. Howard made some attempts to comply during the investigation process, however he reported that the well-owner would not allow him onto the property to abandon the wells. Despite attempts to reach an amicable resolution, the Office of General Counsel issued a Notice of Violation on July 29, 2019 that provided for \$3,100.00 in fines and an assessment of 28 points against his license as provided by the 2014 Water Well Contractor Disciplinary Guidelines and Citations Dictionary. Further, the proposed Consent Order stated that Mr. Howard was required to properly plug and abandon each well. As of the date of this recap he has not agreed to the terms of the proposed Consent Order.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to Waylon J. Howard to obtain compliance, recover an administrative fine/civil penalty, and recover any District costs and fees, if appropriate.
 2. Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.
- c. **Authorization to Issue Administrative Complaint and Order – As Built Deviations – Imperial Granite – ERP No. 44029286.000 – CT No. 378487 – Pasco County**

On September 28, 2005, the District issued Environmental Resource Permit (ERP) No. 44029286.000 (Permit) to Vatsala Sastry (Permittee) authorizing the construction of a new surface water management system to serve a granite manufacturing facility and mini-storage facility, referred to as Imperial Granite (Project). Imperial Granite consisted of the development of a 16.14-acre site, 114,968 square feet of granite manufacturing and mini-storage buildings, along with infrastructure improvements (streets, internal drainage, and utilities) associated with the facility. The Project site is located at 18602 U.S. Hwy 41, Shady Hills, Florida (Pasco County), in Section 1, Township 24 South and Range 18 East.

General Condition 1 of the Permit states that “any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of the Permit.” Additionally, General Condition 10 requires any existing wells in the path of construction to be properly plugged and abandoned in accordance with District rules. On June 5, 2015, District staff conducted a site visit and determined that there exist significant deviations from the Project’s permitted plans. Approximately 8,000 square feet of additional impervious area, additional ponds, inlets, and a discharge structure were added to the site without prior approval from the District. The changes in the design appear to change the approved drainage basin boundaries. Additionally, there is a well on site inside a manhole that has not been properly abandoned in accordance with District rules.

On June 17, July 21, and August 17, 2015, the District issued a Notice of As-Built Deviations to the Permittee stating that the Project was not constructed in accordance with the permitted plans and requesting that an application for permit modification be submitted to resolve the as-built deviations. On April 6, 2017, the District issued a Notice of Violation and proposed Consent Order to the Permittee, which required submission of an application to modify the Permit to address the above-described deviations. The proposed Consent Order also set forth a timeline for completion of any necessary construction under the permit modification and required payment of an administrative fine in the amount of \$19,725. To date, the Project remains in noncompliance with District rules and the conditions of the Permit.

At some point between August 17, 2015 and April 6, 2017 Imperial Granite ceased operation. District staff performed a site visit on September 4, 2019, which confirmed that no activity has taken place at the Property in a significant amount of time. The Permittee in this matter has not responded to the District’s Notice of Violation and proposed Consent Order. Therefore, District staff is now requesting authorization to issue an Administrative Complaint and Order and initiate a proceeding in Circuit Court to address the violations listed above.

Staff Recommendation:

1. Authorize District staff to issue an Administrative Complaint and Order to the Permittee, and any other necessary parties, to obtain compliance with District rules and the terms and conditions of the Permit.
 2. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, recover an administrative fine/civil penalty, and recover District enforcement costs, litigation costs, and attorneys' fees, if appropriate.
- d. **Memorandum of Understanding Between the SWFWMD and the SFWMD – Water Use Permit Application ID No. 20808.000 – City of Cape Coral Supplemental Water Supply Project – Charlotte County, Florida**

On January 23, 2019, the City of Cape Coral (City) applied for a new water use permit to withdraw surface water for landscape irrigation from a proposed water supply reservoir at an existing rock and sand mine in southern Charlotte County, the Southwest Aggregates Mine.

The City operates an integrated water supply program that utilizes fresh and brackish groundwater, treated wastewater, and large-scale stormwater harvesting to meet water demands throughout the City. The City recycles 100% of its treated wastewater, supplemented by stormwater withdrawals from City canals, to meet irrigation demands. While over 1 billion gallons of storage has been added to the canal system since the implementation of the City's integrated water management program in the late 1980's, continued expansion of the utility service area has significantly increased demand on the canal system over time. The City's canal system has been a reliable source of irrigation water for many years and continues to meet demands for most months of the year. However, the dry season of 2016-2017 proved to have a serious impact on canal system levels, which threatened the use of the canal system for irrigation needs and fire flow protection. As a result, the City is seeking a means of augmenting the water in its canal system.

The source of water would be wet season flows that are currently stored on Cecil Webb Wildlife Management Area. Blockages to historic flow-ways west of Cecil Webb have caused the back-up of water on the Wildlife Management Area (WMA) to the extent that the southwest portion of Cecil Webb has elevated water levels and extended hydroperiods that are damaging both wetland and upland habitats. The City's project reconnects a flow-way from Cecil Webb to the Southwest Aggregates property, where a reservoir will collect that water. Reconnecting a flow-way from Cecil Webb to the Southwest Aggregates property would have substantial habitat benefits for the flooded lands on the southwest portion of Cecil Webb WMA and provide a viable source of irrigation water to the City of Cape Coral.

The permit application requests an average daily withdrawal of 3,945,200 gpd on an annual average basis and 16 mgd on a peak month basis from the Southwest Aggregates Mine Reservoir. The water from the reservoir will be piped to the Cape Coral canal system and be utilized to meet City's irrigation and fire flow demands during the end of the dry season (generally March through May).

Because the proposed surface water withdrawal would occur within the District's boundaries and then be piped south into the South Florida Water Management District to the City, Rule 62-40.422, Florida Administrative Code, requires both water management districts to approve the transfer. This Memorandum of Understanding would memorialize the required approval so that the permitting process may proceed. This approval requirement for the transfer of water between districts is separate from and independent

of the District's water use permit application criteria. The City must still obtain any applicable permits, including the above-cited water use permit for which they have applied from the District.

Staff Recommendation:

Approve the Memorandum of Understanding Between the South Florida Water Management District and the Southwest Florida Water Management District for the transfer of surface water between districts as contemplated by the City of Cape Coral's supplemental water supply project above-described Project.

20. Rulemaking – None

Executive Director's Report

21. Approve Governing Board Minutes – November 19, 2019

Staff Recommendation:

Staff recommends the Board approve the minutes as presented.

RESOURCE MANAGEMENT COMMITTEE (TAB C)
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Discussion

22. Consent Item(s) Moved for Discussion

23. Fiscal Year 2020-21 Cooperative Funding Process

To update the Board on the status of the fiscal year (FY) 2020-21 Cooperative Funding process and prepare the Governing Board members for their upcoming February regional public meetings.

The Cooperative Funding Initiative application deadline was Friday, October 4, 2019: 120 applications were received totaling \$105.3 million in District funding requests.

The proposed February and April meeting schedule for the four regional subcommittees is detailed below:

PLANNING REGION	MEETING DATE	MEETING TIME	LOCATION
Northern	February 5	10 a.m.	Brooksville
Southern	February 6	10 a.m.	County Commission Chamber (Sarasota)
Heartland	February 12	10 a.m.	Bartow City Hall
Tampa Bay	February 13	10 a.m.	Tampa

PLANNING REGION	MEETING DATE	MEETING TIME	LOCATION
Northern	April 1	10 a.m.	Brooksville
Southern	April 2	10 a.m.	County Commission Chamber (Sarasota)
Tampa Bay	April 8	10 a.m.	Tampa
Heartland	April 9	10 a.m.	Bartow City Hall

The FY2020-21 applications were distributed to staff and are undergoing in-depth evaluation for ranking purposes. The raw applications have been compiled by region, distributed to the Governing Board members, and posted on the District's website. Governing Board members are asked to familiarize themselves with the applications in preparation of the February public

meetings. The following topics are proposed for the Governing Board's discussion at the February meetings:

- Summarize Funding Applications Received by Region
- Discuss Past Budgeted Expenditures by Region
- Receive Public/Stakeholder Input
- Review Preliminary Project Rankings
- Select Projects for Presentations in April
- Review Timeline and Next Steps

The February meetings are the Governing Board's opportunity to review the preliminary project rankings, ask questions of staff and the applicants, and to hear public and stakeholder input from non-applicants. During the February meetings, each subcommittee will be asked to identify proposals for presentation and further discussion at the April meetings. Final staff rankings will be provided in April, and the regional subcommittees will be asked to prepare their final rankings and recommendations at that time.

Applications submitted by the cooperators in each region will be provided to the Governing Board members at the December Governing Board meeting (see regional application booklets). In addition, applications can be located on the District's website at <http://www.swfwmd.state.fl.us/business/coopfunding/>.

Staff Recommendation:

Approve the proposed February and April subcommittee meeting schedule and agenda topics staff has proposed for the February regional subcommittee meetings.

Submit & File Reports – None

Routine Reports

The following items are provided for the Committee's information, and no action is required.

24. **Minimum Flows and Levels Status Report**

25. **Significant Water Resource and Development Projects**

FINANCE/OUTREACH & PLANNING COMMITTEE (TAB D)
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Discussion

26. **Consent Item(s) Moved for Discussion**

27. **Preliminary Budget for FY2021**

Submit fiscal year (FY) 2021 Preliminary Budget for consideration by the Governing Board as required by statute; and authorize staff to prepare the *Standard Format Preliminary Budget Submission* based on the preliminary budget, adjusted for any modifications made by the Governing Board on December 10, for submission to the Florida Legislature on or before January 15, 2020.

Section 373.535, Florida Statutes, requires water management districts (WMDs) to submit a preliminary budget for the next fiscal year to the Florida Legislature for review by January 15. The statutory language specifies the information to be included in the preliminary budget submission. The President of the Senate and the Speaker of the House of Representatives may submit comments regarding the preliminary budgets to the WMDs on or before March 1 of each year. Each WMD must respond to those comments in writing on or before March 15 of each year.

In addition, the following specific provisions are contained in s. 373.536(5)(c), F.S., regarding the legislative review of the WMDs tentative budgets due August 1:

The Legislative Budget Commission may reject any of the following WMDs budget proposals:

1. *A single purchase of land in excess of \$10 million, except for land exchanges.*
2. *Any cumulative purchase of land during a single fiscal year in excess of \$50 million.*
3. *Any issuance of debt on or after July 1, 2012.*
4. *Any program expenditures as described in s. 373.536(5)(e)4.e. and f. (i.e., Outreach and Management and Administration programs) in excess of 15 percent of a district's total annual budget.*
5. *Any individual variances in a district's tentative budget in excess of 25 percent from a district's preliminary budget.*

At the October 22, 2019 Governing Board meeting, staff provided an overview of factors affecting budget development and recommended approval of the general budget assumptions needed to prepare the District's preliminary budget for FY2021. The Governing Board approved the assumptions as presented at the meeting.

On December 10, 2019 staff shall present the preliminary budget for FY2021 and request approval to submit the *FY2020-21 Preliminary Budget Submission* to the Florida Legislature by January 15, 2020. The preliminary budget has been prepared using the same budget assumptions as presented to the Governing Board on October 22, 2019.

The development of the District's final budget will begin in February 2020. All budget requests will be subject to Governing Board review and approval during the development of the final budget for FY2021. At the June 23, 2020 Governing Board meeting, staff will present and request approval of the Recommended Annual Service Budget.

At the July 21, 2020 Governing Board meeting, staff will present a budget update, including information regarding the results of the Certifications of Taxable Value, and will request approval to submit the *FY2020-21 Tentative Budget Submission* to the Governor and Florida Legislature on August 1, 2020.

Staff Recommendation:

Authorize staff to prepare the Standard Format Preliminary Budget Submission for FY2021 based on the preliminary budget as presented, adjusted for any modifications made by the Governing Board on December 10, for submission to the Florida Legislature on or before January 15, 2020.

Submit & File Reports – None

Routine Reports

The following items are provided for the Committee's information, and no action is required.

28. **Treasurer's Report and Payment Register**
29. **Monthly Financial Statement**
30. **Monthly Cash Balances by Fiscal Year**
31. **Comprehensive Plan Amendment and Related Reviews Report**

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE (TAB E)**Discussion****32. Consent Item(s) Moved for Discussion****Submit & File Reports****33. Hydrologic Conditions Report****34. Response to Neil Combee's Comments – Proposal to Exchange the Clark Homeland Ranch for the District's Old Florida Plantation****Routine Reports**

The following items are provided for the Committee's information, and no action is required.

35. Surplus Lands Update**36. Structure Operations****37. Significant Activities****REGULATION COMMITTEE (TAB F)****Discussion****38. Consent Item(s) Moved for Discussion****39. Denials Referred to the Governing Board**

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action.

Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

40. Consider Water Shortage Order as Needed

Staff continues to monitor water resource and supply conditions to determine if any actions would be prudent. Since Board-issued water shortage orders must be discussed in a noticed public meeting prior to implementation, this agenda item is included as a contingency provision. It allows the Governing Board to immediately consider any action that staff may recommend based on regional data to be reviewed prior to the Governing Board meeting.

Recommendations, if any, will be presented at the Governing Board meeting on December 10, 2019 based on then-current conditions and predictions.

Submit & File Reports – None

Routine Reports

The following items are provided for the Committee's information, and no action is required.

- 41. Dover/Plant City Water Use Caution Area Flow Meter and Automatic Meter Reading (AMR) Equipment Implementation Program Update
- 42. Overpumpage Report
- 43. Individual Permits Issued by District Staff

GENERAL COUNSEL'S REPORT (TAB G)**Discussion**

- 44. Consent Item(s) Moved for Discussion

Submit & File Reports – None**Routine Reports**

The following items are provided for the Committee's information, and no action is required.

- 45. December 2019 Litigation Report
- 46. December 2019 Rulemaking Update

COMMITTEE/LIAISON REPORTS (TAB H)

- 47. Agricultural and Green Industry Advisory Committee
- 48. Other Committee/Liaison Reports

EXECUTIVE DIRECTOR'S REPORT (TAB I)

- 49. Executive Director's Report

CHAIR'S REPORT (TAB J)

- 50. Chair's Report
- 51. Other
- 52. Employee Milestones

ADJOURN PUBLIC MEETING**ADJOURNMENT**

A. Public Meeting

Governing Board Meeting

December 10, 2019

CONVENE MEETING OF THE GOVERNING BOARD

PUBLIC MEETING

1. **Call to Order**

The Board Chair calls the meeting to order. The Board Secretary confirms that a quorum is present. The Board Chair then opens the public meeting. Anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a speaker's card. Comments will be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the Chair. Several individuals wishing to speak on the same issue/topic should designate a spokesperson.

2. **Invocation and Pledge of Allegiance**

An invocation is offered. The Board Chair conducts the Pledge of Allegiance to the Flag of the United States of America.

3. **Employee Recognition**

Staff that have reached 20 or more years of service at the District will be recognized.

- 20 years – Matt Jablonski, Chemistry Laboratory Supervisor
- 30 years – George Prine, Senior Hydrologic Data Field Technician

4. **Additions/Deletions to Agenda**

According to Section 120.525(2), Florida Statutes, additions to the published agenda will only be made for "good cause" as determined by the "person designated to preside." Based upon that authority, the Chair has determined that good cause exists to make certain changes to the agenda. These changes are being made in order to permit the Governing Board to efficiently accomplish necessary public business at this meeting and to reflect the items on the agenda that have been requested or suggested to be deleted, revised, supplemented or postponed.

ADDITIONS: The items that have been added to the agenda were received by the District after publication of the regular agenda. The Board was provided with the information filed and the District staff's analyses of these matters. Staff has determined that action must be taken on these items prior to the next Board meeting. Therefore, it is the District staff's recommendation that good cause has been demonstrated and should be considered during the Governing Board's meeting.

Staff Recommendation:

Approve the recommended additions and deletions to the published agenda if necessary.

Presenter: Brian J. Armstrong, P.G., Executive Director

5. **Public Input for Issues Not Listed on the Published Agenda**

At this time, the Board will hear public input for issues not listed on the published agenda.

Presenter: Mark Taylor, Chair

B. Consent Agenda

Governing Board Meeting December 10, 2019

CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine and action will be taken by one motion, second of the motion and approval by the Board. If discussion is requested by a Board member, that item(s) will be deleted from the Consent Agenda and moved to the appropriate Committee or Report for consideration.

Resource Management Committee

6. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Sapphire Lake in Hillsborough County (P256) 6
7. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Charles in Hillsborough County (P256) 9
8. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Calm in Hillsborough County (P256) 12
9. Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County (P256) 15

Finance/Outreach & Planning Committee

10. Budget Transfer Report 18
11. Competitive Procurement Follow-Up Audit.....20
12. Budget Transfer for Settlement Costs from Sale of Sarasota Office 27

Operations, Lands and Resource Monitoring Committee

13. Assignment of Management Agreement with Citrus County for Chassahowitzka River Campground to the Florida Forest Service – Chassahowitzka River & Coastal Swamps – SWF Parcel No. 15-347-105X..... 29
14. Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract – SWF Parcel No. 21-199-105X 36
15. Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X..... 54
16. Amendment to Management Agreement with the City of Crystal River and the U.S. Fish and Wildlife Service for the Chassahowitzka River and Coast Swams – Three Sisters Springs – SWF Parcel No. 15-347-123X 96
17. Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Right of Way – Schulz Preserve – SWF Parcel Numbers 11-709-154 and 11-709-155S 160

Regulation Committee

18. Individual Water Use Permits Referred to the Governing Board – None

General Counsel's Report

19. Administrative, Enforcement and Litigation Activities that Require Governing Board Approval
- a. Authorization to Issue Administrative Complaint and Order – Violation of Permit Condition – Andre Araujo – ERP No. 43000189.016-CT No. 396284 – Hillsborough County 170
 - b. Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Waylon J. Howard – License Number 9247 – CT No. 398945 – Hillsborough County, Florida..... 172
 - c. Authorization to Issue Administrative Complaint and Order – As Built Deviations – Imperial Granite – ERP No. 44029286.000 – CT No. 378487 – Pasco County 173
 - d. Memorandum of Understanding Between the SWFWMD and the SFWMD – WUP Application ID No. 20808.000 – City of Cape Coral Supplemental Water Supply Project – Charlotte County, Florida 175
20. Rulemaking – None

Executive Director's Report

21. Approve Governing Board Minutes – November 19, 2019 177

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Consent Agenda

Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Sapphire Lake in Hillsborough County (P256)

Purpose

To request the Board initiate and approve rulemaking to amend Rule 40D-8.624, Florida Administrative Code (F.A.C.), to adopt revised Minimum and Guidance levels for Sapphire Lake in Hillsborough County, and accept the report entitled: "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Sapphire Lake in Hillsborough County, Florida" dated October 30, 2019.

Background/History

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Sapphire Lake were adopted in July 2000. Section 373.0421(5), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Sapphire Lake is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to increase 0.2 feet and the High Minimum Lake Level is proposed to increase 0.5 feet. The High Guidance Level is proposed to increase 0.1 feet, and the Low Guidance Level is proposed to decrease 0.9 feet.

The technical report outlining the development of the newly proposed levels for Sapphire Lake was posted on the District's website prior to a public workshop held on August 22, 2019. The workshop was held within reasonable proximity to the lake and was attended by 7 members of the public. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated status assessment of the lake's levels was performed, and Sapphire Lake's water levels were determined to be below the proposed Minimum Lake Level and above the proposed High Minimum Lake Level. Sapphire Lake is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). The analyses outlined in this document for Sapphire Lake will be reassessed by the

Item 6

District and Tampa Bay Water as part of this plan, and also as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Sapphire Lake and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Benefits/Costs

Adoption of Minimum Levels for Sapphire Lake will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Sapphire Lake as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Sapphire Lake in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Sapphire Lake in Hillsborough County, as shown in the Exhibit.

Presenter: Tamera McBride, Resource Evaluation Manager, Water Resources Bureau

Exhibit

40D-8.624 Guidance and Minimum Levels for Lakes.

(1) through (11) No change.

(12) Levels for lakes established during or after August 7, 2000, are set forth in the following table. After the High Minimum Lake Level and Minimum Lake Level elevation for each lake is a designation indicating the Method used, as described in subsection 40D-8.624(8), F.A.C., to establish the level. Compliance with the High Minimum and Minimum Lake Levels is determined pursuant to paragraphs (6)(b) and (7)(b) above. Guidance Levels established prior to August 7, 2000, are set forth in Table 8-3 in subsection 40D-8.624(13), F.A.C., below.

Table 8-2 Minimum and Guidance Levels Established During or After August 7, 2000. Levels are elevations, in feet above the National Geodetic Vertical Datum of 1929.					
Location by County and Basin	Name of Lake and Section, Township and Range Information	High Guidance Level	High Minimum Lake Level	Minimum Lake Level	Low Guidance Level
(a) through (k) No change.					
(l) In Hillsborough County Within the Northwest Hillsborough River Basin					
	Alice, Lake S-16, T-27S, R-17E through Saddleback, Lake S-22, T-27S, R-18E No change.				
	Sapphire Lake S-14, T-27S, R-18E	<u>63.5'</u> 63.4'	<u>63.5'</u> 63.0' (CAT 2)	<u>61.8'</u> 61.6' (CAT 2)	<u>60.4'</u> 61.3'
	Starvation Lake S-21, T-27S, R-18E through Virginia, Lake S-3, T-27S, R-19E No change.				
(m) through (dd) No change.					

(13) No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.042, 373.0421, 373.086, 373.709 FS. History—New 6-7-78, Amended 1-22-79, 4-27-80, 10-21-80, 12-22-80, 3-23-81, 4-14-81, 6-4-81, 10-15-81, 11-23-81, 1-5-82, 3-11-82, 5-10-82, 7-4-82, 9-2-82, 11-8-82, 1-10-83, 4-3-83, 7-5-83, 9-5-83, 10-16-83, 12-12-83, 5-8-84, 7-8-84, 12-16-84, 2-7-85, 5-13-85, 6-26-85, 11-3-85, 3-5-86, 6-16-86, Formerly 16J-8.678, Amended 9-7-86, 2-12-87, 9-2-87, 2-18-88, 6-27-88, 2-22-89, 3-23-89, 9-26-89, 7-26-90, 10-30-90, 3-3-91, 9-30-91, 10-7-91, 7-26-92, 3-1-93, 5-11-94, 6-6-96, 2-23-97, 8-7-00, 1-8-04, 12-21-04 (13), 12-21-04 (13), 6-5-05, 5-2-06, 1-1-07, 2-12-07, 1-10-08, 2-18-08, 4-7-08, 5-20-08, 5-10-09, 4-13-11, 3-12-12, 11-25-12, 2-21-13 (12)(f), 2-21-13 (12)-(13), 9-3-13, 1-7-15, 7-1-15, 9-21-15, 11-30-16, 12-28-16, 2-12-17 (12)(s), 2-12-17 (12)(z), 2-12-17 (12)(z), 2-19-17 (12)(l), 2-19-17 (12)(q), 3-2-17 (12)(l), 3-2-17 (12)(z), 3-22-17, 4-2-17 (12)(q), 4-2-17 (12)(z), 4-20-17 (12)(i), 4-20-17 (12)(i), 2-5-18, 3-20-18, 5-30-18, 1-23-19, 2-11-19, 3-20-19, 4-28-19, 7-17-19,_____.

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Consent Agenda

Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Charles in Hillsborough County (P256)

Purpose

To request the Board initiate and approve rulemaking to amend Rule 40D-8.624, Florida Administrative Code (F.A.C.), to adopt revised Minimum and Guidance levels for Lake Charles in Hillsborough County, and accept the report entitled: "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Charles in Hillsborough County, Florida" dated October 30, 2019.

Background/History

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Lake Charles were adopted in August 2004. Section 373.0421(5), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Lake Charles is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.5 feet and the High Minimum Lake Level is proposed to decrease 0.5 feet. The High Guidance Level is proposed to decrease 0.5 feet, and the Low Guidance Level is proposed to decrease 1.6 feet.

The technical report outlining the development of the newly proposed levels for Lake Charles was posted on the District's website prior to a public workshop held on August 6, 2019. The workshop was held within reasonable proximity to the lake and was attended by 9 members of the public. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated status assessment of the lake's levels was performed, and Lake Charles water levels were determined to be above the proposed Minimum Lake Level and below the proposed High Minimum Lake Level. Lake Charles is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). The analyses outlined in this document for Lake Charles will be reassessed by the

District and Tampa Bay Water as part of this plan, and also as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Lake Charles and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Benefits/Costs

Adoption of Minimum Levels for Lake Charles will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Lake Charles as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as the Governor's Office of Fiscal Accountability and Regulatory Reform or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Charles in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Lake Charles in Hillsborough County, as shown in the Exhibit.

Presenter: Tamera McBride, Resource Evaluation Manager, Water Resources Bureau

EXHIBIT

40D-8.624 Guidance and Minimum Levels for Lakes.

(1) through (11) No change.

(12) Levels for lakes established during or after August 7, 2000, are set forth in the following table. After the High Minimum Lake Level and Minimum Lake Level elevation for each lake is a designation indicating the Method used, as described in subsection 40D-8.624(8), F.A.C., to establish the level. Compliance with the High Minimum and Minimum Lake Levels is determined pursuant to paragraphs (6)(b) and (7)(b) above. Guidance Levels established prior to August 7, 2000, are set forth in Table 8-3 in subsection 40D-8.624(13), F.A.C., below.

Table 8-2 Minimum and Guidance Levels Established During or After August 7, 2000. Levels are elevations, in feet above the National Geodetic Vertical Datum of 1929.					
Location by County and Basin	Name of Lake and Section, Township and Range Information	High Guidance Level	High Minimum Lake Level	Minimum Lake Level	Low Guidance Level
(a) through (p) No change.					
(q) In Pasco County Within the Coastal Rivers Basin					
	Alice, Lake S-16, T-27S, R-17E through Carroll, Lake S-14, T-27S, R-18E No change.				
	Charles, Lake S-23, T-27S, R-18E	54.2' 53.7	53.8' 53.3 (CAT 1)	52.4' 51.9 (CAT 1)	52.4' 50.5
	Church, Lake S-10, 11, 14, 15, T-28S, R-18E through Virginia, Lake S-3, T-27S, R-18E No change.				
(r) through (dd) No change.					

(13) No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.042, 373.0421, 373.086, 373.709 FS. History—New 6-7-78, Amended 1-22-79, 4-27-80, 10-21-80, 12-22-80, 3-23-81, 4-14-81, 6-4-81, 10-15-81, 11-23-81, 1-5-82, 3-11-82, 5-10-82, 7-4-82, 9-2-82, 11-8-82, 1-10-83, 4-3-83, 7-5-83, 9-5-83, 10-16-83, 12-12-83, 5-8-84, 7-8-84, 12-16-84, 2-7-85, 5-13-85, 6-26-85, 11-3-85, 3-5-86, 6-16-86, Formerly 16J-8.678, Amended 9-7-86, 2-12-87, 9-2-87, 2-18-88, 6-27-88, 2-22-89, 3-23-89, 9-26-89, 7-26-90, 10-30-90, 3-3-91, 9-30-91, 10-7-91, 7-26-92, 3-1-93, 5-11-94, 6-6-96, 2-23-97, 8-7-00, 1-8-04, 12-21-04 (13), 12-21-04 (13), 6-5-05, 5-2-06, 1-1-07, 2-12-07, 1-10-08, 2-18-08, 4-7-08, 5-20-08, 5-10-09, 4-13-11, 3-12-12, 11-25-12, 2-21-13 (12)(f), 2-21-13 (12)-(13), 9-3-13, 1-7-15, 7-1-15, 9-21-15, 11-30-16, 12-28-16, 2-12-17 (12)(s), 2-12-17 (12)(z), 2-12-17 (12)(z), 2-19-17 (12)(l), 2-19-17 (12)(q), 3-2-17 (12)(l), 3-2-17 (12)(z), 3-22-17, 4-2-17 (12)(q), 4-2-17 (12)(z), 4-20-17 (12)(i), 4-20-17 (12)(i), 2-5-18, 3-20-18, 5-30-18, 1-23-19, 2-11-19, 3-20-19, 4-28-19, 7-17-19.

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Consent Agenda

Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Lake Calm in Hillsborough County (P256)

Purpose

To request the Board initiate and approve rulemaking to amend Rule 40D-8.624, Florida Administrative Code (F.A.C.), to adopt Minimum and Guidance levels for Lake Calm in Hillsborough County, and accept the report entitled: "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Calm in Hillsborough County, Florida."

Background/History

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Lake Calm were adopted into Rule 40D-8.624, F.A.C., in 2004. Section 373.0421(3), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Lake Calm is included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently-developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.7 feet and the High Minimum Lake Level is proposed to increase 0.2 feet. The High Guidance Level is proposed to increase 1.0 ft., and the Low Guidance Level is proposed to decrease 0.9 feet.

The technical report outlining the development of the newly proposed levels for Lake Calm was posted on the District's website prior to a public workshop held on August 13, 2019. The workshop was held within reasonable proximity to the lake and had 11 members of the public in attendance. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated assessment of status was performed, and Lake Calm water levels were determined to be above the proposed High Minimum Lake Level and below the Minimum Lake Level. Lake Calm is included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). The analyses outlined in this document for Lake Calm will be reassessed by the District and Tampa Bay Water as part of this plan, and as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan

(required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Lake Calm and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Benefits/Costs

Adoption of Minimum Levels for Lake Calm will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Lake Calm as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as OFARR or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Lake Calm in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Lake Calm in Hillsborough County, as shown in the Exhibit.

Presenter: Donna Campbell, Staff Environmental Scientist, Water Resources Bureau

EXHIBIT

40D-8.624 Guidance and Minimum Levels for Lakes.

(1) through (11) No change.

(12) Levels for lakes established during or after August 7, 2000, are set forth in the following table. After the High Minimum Lake Level and Minimum Lake Level elevation for each lake is a designation indicating the Method used, as described in subsection 40D-8.624(8), F.A.C., to establish the level. Compliance with the High Minimum and Minimum Lake Levels is determined pursuant to paragraphs (6)(b) and (7)(b) above. Guidance Levels established prior to August 7, 2000, are set forth in Table 8-3 in subsection 40D-8.624(13), F.A.C., below.

Table 8-2 Minimum and Guidance Levels Established During or After August 7, 2000. Levels are elevations, in feet above the National Geodetic Vertical Datum of 1929.					
Location by County and Basin	Name of Lake and Section, Township and Range Information	High Guidance Level	High Minimum Lake Level	Minimum Lake Level	Low Guidance Level
(a) through (k) No change.					
(l) In Hillsborough County Within the Northwest Hillsborough Basin					
	Alice, Lake S-16, T-27S, R-17E through Brant, Lake S-14, T-27S, R-18E No change.				
	Calm, Lake S-14, T-27S, R-17E	<u>50.4</u> 49.41'	<u>49.6</u> 49.41' (CAT 3)	<u>47.7</u> 48.41' (CAT 3)	<u>46.4</u> 47.31'
	Carroll, Lake S-10, 11, 14, 15, T-28S, R-18E through Virginia, Lake S-3, T-27S, R-18E No change.				
(m) through (dd) No change.					

(13) No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.042, 373.0421, 373.086, 373.709 FS. History—New 6-7-78, Amended 1-22-79, 4-27-80, 10-21-80, 12-22-80, 3-23-81, 4-14-81, 6-4-81, 10-15-81, 11-23-81, 1-5-82, 3-11-82, 5-10-82, 7-4-82, 9-2-82, 11-8-82, 1-10-83, 4-3-83, 7-5-83, 9-5-83, 10-16-83, 12-12-83, 5-8-84, 7-8-84, 12-16-84, 2-7-85, 5-13-85, 6-26-85, 11-3-85, 3-5-86, 6-16-86, Formerly 16J-8.678, Amended 9-7-86, 2-12-87, 9-2-87, 2-18-88, 6-27-88, 2-22-89, 3-23-89, 9-26-89, 7-26-90, 10-30-90, 3-3-91, 9-30-91, 10-7-91, 7-26-92, 3-1-93, 5-11-94, 6-6-96, 2-23-97, 8-7-00, 1-8-04, 12-21-04 (13), 12-21-04 (13), 6-5-05, 5-2-06, 1-1-07, 2-12-07, 1-10-08, 2-18-08, 4-7-08, 5-20-08, 5-10-09, 4-13-11, 3-12-12, 11-25-12, 2-21-13 (12)(f), 2-21-13 (12)-(13), 9-3-13, 1-7-15, 7-1-15, 9-21-15, 11-30-16, 12-28-16, 2-12-17 (12)(s), 2-12-17 (12)(z), 2-12-17 (12)(z), 2-19-17 (12)(l), 2-19-17 (12)(q), 3-2-17 (12)(l), 3-2-17 (12)(z), 3-22-17, 4-2-17 (12)(q), 4-2-17 (12)(z), 4-20-17 (12)(i), 4-20-17 (12)(i), 2-5-18, 3-20-18, 5-30-18, 1-23-19, 2-11-19, 3-20-19, 4-28-19, 7-17-19, ____.

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Consent Agenda

Initiation and Approval of Rulemaking to Amend Rule 40D-8.624, Florida Administrative Code, to Adopt Revised Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County (P256)

Purpose

To request the Board initiate and approve rulemaking to amend Rule 40D-8.624, Florida Administrative Code (F.A.C.), to adopt revised Minimum and Guidance levels for Church and Echo Lakes in Hillsborough County, and accept the report entitled: "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Church and Echo Lakes in Hillsborough County, Florida."

Background/History

Minimum levels are water levels at which further withdrawals would be significantly harmful to the water resources of the area. Guidance levels are used to describe expected water level fluctuations and serve as advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. Minimum and Guidance levels for Church and Echo Lakes were adopted into Rule 40D-8.624, F.A.C., in 2004. Section 373.0421(3), Florida Statutes, requires that minimum flows and levels shall be reevaluated periodically and revised as needed.

Church and Echo Lakes are included in the Northern Tampa Bay group of lakes selected for Minimum and Guidance level reevaluation. These reevaluations are being completed using up-to-date hydrologic, biologic, and survey data; recently-developed hydrologic models, and peer-reviewed methodologies, to determine if any revisions are needed for currently adopted levels. Based on this reevaluation, and as shown in the attached Exhibit (Table 8-2), the Minimum Lake Level is proposed to decrease 0.2 feet and the High Minimum Lake Level is proposed to decrease 0.4 feet. The High Guidance Level is proposed to increase 0.4 ft., and the Low Guidance Level is proposed to increase 0.6 feet.

The technical report outlining the development of the newly proposed levels for Church and Echo Lakes was posted on the District's website prior to a public workshop held on August 5, 2019. The workshop was held within reasonable proximity to the lake and had 14 members of the public in attendance. A summary of the public workshop, including comments and discussion, is available upon request.

The proposed Minimum Levels are protective of all relevant environmental values identified for consideration in the Water Resource Implementation Rule, Chapter 62-40, F.A.C., when establishing minimum flows and levels.

An updated assessment of status was performed, and Church and Echo Lakes water levels were determined to be above the proposed High Minimum Lake Level and the Minimum Lake Level. Church and Echo Lakes are included in the Comprehensive Environmental Resources Recovery Plan for the Northern Tampa Bay Water Use Caution Area (40D-80.073, F.A.C). Therefore, the analyses outlined in this document for Church and Echo Lakes will be

reassessed by the District and Tampa Bay Water as part of this plan, and as part of Tampa Bay Water's Water Use Permit Recovery Assessment Plan (required by Chapter 40D-80, F.A.C. and the Consolidated Permit (No. 20011771.001)). The District plans to continue regular monitoring of water levels in Church and Echo Lakes and will also routinely evaluate the status of the water levels with respect to adopted minimum levels for the lake included in Chapter 40D-8, F.A.C.

Benefits/Costs

Adoption of Minimum Levels for Church and Echo Lakes will support the District's water supply planning, Water Use Permitting, and Environmental Resource Permitting programs. Adoption of Guidance Levels will provide advisory information for the construction of lakeshore development, water dependent structures, and operation of water management structures. A Statement of Estimated Regulatory Costs is not required for Church and Echo Lakes as this rulemaking is not expected to result in any direct or indirect cost increases for small businesses or increased regulatory costs in excess of \$200,000 within one year of implementation.

Upon Governing Board approval of the proposed levels, staff will proceed with formal rulemaking without further Governing Board action. If substantive changes are necessary as the result of comments received from the public or from reviewing entities such as OFARR or the Joint Administrative Procedures Committee, this matter will be brought back to the Governing Board for consideration.

Staff Recommendation:

- A. Accept the report entitled, "Revised Minimum and Guidance Levels Based on Reevaluation of Levels Adopted for Church and Echo Lakes in Hillsborough County, Florida".
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.624, F.A.C., to replace the previously approved Minimum and Guidance Levels with the proposed Minimum and Guidance Levels for Church and Echo Lakes in Hillsborough County, as shown in the Exhibit.

Presenter: Donna Campbell, Staff Environmental Scientist, Water Resources Bureau

EXHIBIT

40D-8.624 Guidance and Minimum Levels for Lakes.

(1) through (11) No change.

(12) Levels for lakes established during or after August 7, 2000, are set forth in the following table. After the High Minimum Lake Level and Minimum Lake Level elevation for each lake is a designation indicating the Method used, as described in subsection 40D-8.624(8), F.A.C., to establish the level. Compliance with the High Minimum and Minimum Lake Levels is determined pursuant to paragraphs (6)(b) and (7)(b) above. Guidance Levels established prior to August 7, 2000, are set forth in Table 8-3 in subsection 40D-8.624(13), F.A.C., below.

Table 8-2 Minimum and Guidance Levels Established During or After August 7, 2000. Levels are elevations, in feet above the National Geodetic Vertical Datum of 1929.					
Location by County and Basin	Name of Lake and Section, Township and Range Information	High Guidance Level	High Minimum Lake Level	Minimum Lake Level	Low Guidance Level
(a) through (k) No change.					
(l) In Hillsborough County Within the Northwest Hillsborough Basin					
	Alice, Lake S-16, T-27S, R-17E through Charles, Lake S-23, T-27S, R-18E No change.				
	Church, Lake S-28, T-27S, R-17E	<u>36.0</u> 35.64'	<u>35.2 35.64'</u> (CAT 3)	<u>34.4 34.64'</u> (CAT 3)	<u>34.1</u> 33.54'
	Crenshaw, Lake S-22, T-27S, R-18E through Dosson Lake S-20, T-27S, R-18E No change.				
	Echo, Lake S-28, T-27S, R-17E	<u>36.0</u> 35.64'	<u>35.2 35.64'</u> (CAT 3)	<u>34.4 34.64'</u> (CAT 3)	<u>34.1</u> 33.54'
	Ellen, Lake S-19, T-27S, R-18E through Virginia, Lake S-3, T-27S, R-18E no change.				
(m) through (dd) No change.					

(13) No change.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.036, 373.042, 373.0421, 373.086, 373.709 FS. History—New 6-7-78, Amended 1-22-79, 4-27-80, 10-21-80, 12-22-80, 3-23-81, 4-14-81, 6-4-81, 10-15-81, 11-23-81, 1-5-82, 3-11-82, 5-10-82, 7-4-82, 9-2-82, 11-8-82, 1-10-83, 4-3-83, 7-5-83, 9-5-83, 10-16-83, 12-12-83, 5-8-84, 7-8-84, 12-16-84, 2-7-85, 5-13-85, 6-26-85, 11-3-85, 3-5-86, 6-16-86, Formerly 16J-8.678, Amended 9-7-86, 2-12-87, 9-2-87, 2-18-88, 6-27-88, 2-22-89, 3-23-89, 9-26-89, 7-26-90, 10-30-90, 3-3-91, 9-30-91, 10-7-91, 7-26-92, 3-1-93, 5-11-94, 6-6-96, 2-23-97, 8-7-00, 1-8-04, 12-21-04 (13), 12-21-04 (13), 6-5-05, 5-2-06, 1-1-07, 2-12-07, 1-10-08, 2-18-08, 4-7-08, 5-20-08, 5-10-09, 4-13-11, 3-12-12, 11-25-12, 2-21-13 (12)(f), 2-21-13 (12)-(13), 9-3-13, 1-7-15, 7-1-15, 9-21-15, 11-30-16, 12-28-16, 2-12-17 (12)(s), 2-12-17 (12)(z), 2-12-17 (12)(z), 2-19-17 (12)(l), 2-19-17 (12)(q), 3-2-17 (12)(l), 3-2-17 (12)(z), 3-22-17, 4-2-17 (12)(q), 4-2-17 (12)(z), 4-20-17 (12)(i), 4-20-17 (12)(i), 2-5-18, 3-20-18, 5-30-18, 1-23-19, 2-11-19, 3-20-19, 4-28-19, 7-17-19, ____.

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Consent Agenda

Budget Transfer Report

Purpose

Request approval of the Budget Transfer Report covering all budget transfers made during the month of November 2019.

Background

In accordance with Board Policy, *Budget Authority Transfer of Funds*, all transfers approved by the Executive Director and Finance Bureau Chief under delegated authority are regularly presented to the Finance/Outreach & Planning Committee for approval on the Consent Agenda at the next scheduled meeting. The exhibit for this item reflects all such transfers executed since the date of the last report for the Committee's approval.

Staff Recommendation:

Request approval of the Budget Transfer Report covering all budget transfers for November 2019.

Presenter: Melisa J. Lowe, Bureau Chief, Finance

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Budget Transfer Report
November 2019

Item No.	--- TRANSFERRED FROM --- Bureau / Expenditure Category	--- TRANSFERRED TO --- Bureau / Expenditure Category	Reason For Transfer	Transfer Amount
Change from Original Budget Intent - FY2019				
1	Water Resources Consultant Services	Water Resources Consultant Services	Transfer of funds originally budgeted for consultant services to provide assistance in the development of statutorily required Statements of Estimated Regulatory Costs (SERC) for minimum flows and minimum water levels (MFL) rulemaking. Expenditures were less than anticipated due to postponement of the rulemaking. The funds are needed to extend the work and facilitation being conducted under the Potable Reuse Commission developed to create a consensus driven partnership to develop the framework for the implementation of potable reuse in Florida.	\$ 20,000.00
Total Change from Original Budget Intent				\$ 20,000.00
Consistent with Original Budget Intent - FY2020				
1	Human Resources & Risk Mgmt Other Professional Services	Human Resources & Risk Mgmt Employee Awards & Activities	Funds are needed for the original purpose budgeted for the District Wellness Program. The funds are being transferred to the appropriate expenditure category due to a change in accounting of the expenses.	\$ 58,932.81
2	Operations & Land Management Micro/Digital Imaging Services	General Services Micro/Digital Imaging Services	Funds are needed for the original purpose budgeted for the imaging services of Land Management and Land Acquisition vault files. The funds are being transferred from the Land Use section to the Document Services section to manage the project.	65,000.00
3	Information Technology Other Contractual Services	Information Technology Other Contractual Services Contractual Services for Training Cloud Software Usage Fees Equipment – Computer	Funds are needed for the original purpose budgeted for the support of commercial off-the-shelf software to ensure continuous operation of the District's information technology (IT) systems. The funds are being transferred to the appropriate project and expenditure categories for enhancements to the District's existing motor pool system that is used by staff to reserve, check-out and return pool vehicles. The enhancements will correct issues requiring daily manual intervention by the system administrator, and provide a means to ensure pool vehicles receive equal usage.	68,800.00
4	Communications and Board Services Other Contractual Services	Information Technology Other Contractual Services Cloud Software Usage Fees	Funds are needed for the original purpose budgeted for closed captioning of Governing Board meetings. The funds are being transferred from the Board and Executive Services section to the Information Technology Bureau to manage the closed captioning services being acquired.	4,665.00

This report identifies transfers made during the month that did not require advance Governing Board approval. These transfers have been approved by either the Executive Director or designee or the Finance Bureau Chief consistent with Budget Authority Transfer of Funds Board Policy, and are presented for Governing Board ratification on the Consent Agenda. This Board Policy limits transfers made for a purpose other than the original budget intent to \$50,000. However, transfers made for accounting reallocation purposes consistent with original budget intent are not limited.

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Consent Agenda

Competitive Procurement Follow-Up Audit

Purpose

In accordance with the Office of Inspector General (OIG Charter Governing Board Policy and Section 20.055, Florida Statutes, the Inspector General shall monitor the implementation of the District's response to any audit issued by the Auditor General (AG).

Background/History

On July 9, 2018, the AG released report No. 2019-001 on the operational audit of the District. Included in this report was a finding regarding competitive procurement. The AG recommended the District should continue efforts to ensure that District records contain the manual signatures of who opened bids and the date and time the bids were opened.

The OIG conducted this follow-up audit for the period March 1, 2019 to September 30, 2019 in accordance with generally accepted government auditing standards. Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for conclusions based upon the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for the conclusion based on the audit objectives.

The audit objectives of this follow-up audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, and the safeguarding of assets, and identify weaknesses in those controls.
- Determine whether management had taken corrective action for, or was in the process of correcting, the AG's competitive procurement finding from report No. 2019-001.

OIG's follow-up audit disclosed District Management had taken corrective actions as recommended by the AG for the competitive procurement finding. No further findings or recommendations relating to the scope of this audit are included in the audit report.

Staff Recommendation:

Staff recommends the Board approve the Office of Inspector General Competitive Procurement Follow-Up Audit.

Presenter: Brian Werthmiller, Inspector General

OFFICE OF
INSPECTOR
GENERAL

Competitive Procurement Follow-Up Audit

March 1, 2019 to September 30, 2019

Southwest Florida
Water Management District

Governing Board
December 10, 2019

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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7882 (FL only)

Sarasota Office
6760 Fruitville Road
Sarasota, Florida 34240-8711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-8759
(813) 965-7481 or
1-800-835-0797 (FL only)

Mark Taylor
Chair, Hernando, Marion
Michelle Williamson
Vice Chair, Hillsborough
Joel Schieleher
Secretary, Charlotte, Sarasota
Kelly S. Rice
Treasurer, Citrus, Lake, Levy,
Sumter
Jack Blapham
Manatee
Roger Germana
Hillsborough
James G. Murphy
Polk
Rebecca Smith
Hillsborough, Pinellas
Seth Weightman
Pasco
Brian J. Armstrong, P.E.
Executive Director

December 10, 2019

Mr. Mark Taylor, Chair
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Dear Mr. Taylor:

In accordance with F.S. 20.055 and the Office of Inspector General (OIG) Charter Governing Board Policy, the Inspector General (IG) shall monitor the implementation of the District's response to any audit issued by the Auditor General (AG).

On July 9, 2018, the AG released report No. 2019-001 on the operational audit of the Southwest Florida Water Management District (District). Included in this report was a finding regarding competitive procurement. The AG recommended the District should continue efforts to ensure that District records contain the manual signatures of who opened bids and the date and time the bids were opened.

In accordance with the Audit Plan, approved by the Governing Board, a follow-up audit on competitive procurement was performed and it was found the District has taken corrective actions as recommended by the AG. The OIG would like to thank the Management Services Division Director and his staff for their cooperation and assistance throughout the audit. I respectfully submit to you, the final audit report which was conducted in accordance with generally accepted government auditing standards.

Sincerely,

Brian Werthmiller, CPA, CIG
Inspector General

cc: Finance/Outreach and Planning Committee
Remaining Members of the Governing Board
Mr. Brian Armstrong, Executive Director
Ms. Mandi Rice, Assistant Executive Director
Mr. John Campbell, Management Services Division Director
Ms. Sherril Norman, State of Florida Auditor General
Mr. James Halleran, James Moore & Company CPA's
Legislative Auditing Committee

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT COMPETITIVE PROCUREMENT FOLLOW-UP AUDIT

SUMMARY

This is a follow-up audit to the competitive procurement finding from the AG Report No. 2019-001 released July 2018 for the District. The AG recommended the District should continue efforts to ensure that District records contain the manual signatures of who opened bids and the date and time the bids were opened. The OIG follow-up audit disclosed that District management has taken correction actions as recommended by the AG.

BACKGROUND

Authorized in 1972, the District protects and manages water resources in a sustainable manner for the continued welfare of the citizens across the 16 counties it serves. The District is one of five water management districts created under the Florida Water Resources Act of 1972¹ and includes all or part of Charlotte, Citrus, Desoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, and Sumter Counties. Governance lies with a thirteen-member Board which consists of nine representatives from specific geographic areas within District boundaries and four members who serve at-large. Each member is appointed by the Governor and confirmed by the Senate. An Executive Director is appointed by the Board, subject to approval by the Governor and confirmation by the Senate.

Board policies² requires a formal competitive solicitation for general procurement transactions greater than \$100,000. The District uses various solicitation forms to document the date and time of the solicitation opening which can be found on the Solicitation Response Opening Sign-In Sheet or the Register for Incoming (Received) Solicitation Responses. The Solicitation Tabulation Form (Recap Report) will contain the manual signatures of District staff that read and recorded the responses to the solicitation. During the audit period of March 1, 2019 to September 30, 2019, the District had nine formal competitive solicitations as shown in Table 1.

¹ Chapter 373, Florida Statutes.

² Governing Board Policy, Procurement

Table 1
March 1, 2019 to September 30, 2019 Solicitations

Type	Count
Invitation to Negotiate	1
Request for Bids	4
Requests for Proposals	4
Totals	<u>9</u>

FINDINGS AND RECOMMENDATIONS

This report contains no findings or recommendations.

PRIOR AUDIT FOLLOW-UP

Based upon the objectives, scope, and methodology as documented below, the District has taken corrective actions for the competitive procurement finding as recommended by the AG in Report No. 2019-001.

OBJECTIVES, SCOPE, AND METHODOLOGY

The OIG conducted this follow-up audit for the period of March 1, 2019 to September 30, 2019 in accordance with generally accepted government auditing standards (GAGAS). Those standards require that the OIG plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for findings and conclusions based on the audit objectives. The OIG believes that the evidence obtained provides a reasonable basis for findings and conclusions based on the audit objectives. In addition, the IG is independent per the GAGAS requirements for internal auditors.

The objectives of this operational audit were to:

- Evaluate management's performance in establishing and maintaining internal controls in accordance with applicable statutes, laws, rules, regulations, contracts, grant agreements, and other guidelines.
- Examine internal controls designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of records and reports, the safeguarding of assets, and identify weaknesses in those controls.
- Determine whether management had taken corrective action for, or was in the process of correcting, the AG's competitive procurement finding from report No. 2019-001. Specifically, determine whether the documents from the solicitation

response opening process documented the manual signatures of the District employees who opened the solicitations and the date and times the solicitations were opened.

An audit by its nature does not include a review of all records and actions of entity management, staff, and vendors, and as a consequence, cannot be relied upon to identify all instances of noncompliance, fraud, waste, abuse, or inefficiency.

Professional judgment has been used in determining significance and audit risk and in selecting the particular transactions, legal compliance matters, records, and controls considered.

In conducting the audit for the period of March 1, 2019 to September 30, 2019, the OIG:

- Reviewed applicable statutes, policies, procedures and interviewed District staff to gain an understanding of the District's operations and internal controls over the formal competitive solicitation process.
- Gained an understanding of the information systems used to document the formal competitive solicitation process.
- Evaluated the effectiveness of District policies and procedures relating to the formal competitive solicitation process, to determine whether internal controls were designed properly and operating effectively.
- From the population of nine solicitations for the period March 1, 2019 to September 30, 2019, examined District records for the nine solicitations to determine whether the manual signatures of those who opened the bids and the date and time of the bids were opened were documented.
- Communicated on an interim basis with applicable officials.
- Performed various other auditing procedures as necessary to accomplish the objectives of the audit.

Brian Werthmiller, CPA, CIG
Inspector General

2379 Broad Street Brooksville, Florida 34604-6899

Phone: (352) 796-7211 X4100 ♦ Fraud and Compliance Hotline (352) 754-3482

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Consent Agenda

Budget Transfer for Settlement Costs from Sale of Sarasota Office

Purpose

Request Governing Board approval of a budget transfer in the amount of \$204,507 from the canceled Cooperative Funding Initiative (CFI) project N990 Zephyr Creek Drainage Improvements: Units 3 and 4 with Pasco County for the budget authority to record the Documentary Stamps, Realtor Commission and Recording Fees in association with the sale of the Sarasota Office that was sold on November 1, 2019.

Background

In May 2018 the Governing Board declared the Sarasota Office surplus. The property was marketed, and at the March 2019 Governing Board meeting the District approved a purchase and sale agreement with Manatee Memorial Hospital L.P. (Buyer) for \$4,700,000 where the District will pay the documentary stamps and a four percent commission to the Buyer's broker. The agreement also stated the District will retain a non-exclusive easement to access, monitor and maintain three existing monitoring wells.

On November 1, 2019, Manatee Memorial Hospital L.P. closed the purchase transaction. The settlement costs for which the District is responsible include documentary stamps, four percent realtor commission to the Buyer's broker, and recording fees for the easement retained by the District to access the monitoring wells.

Funding

Funding is available from the canceled CFI project N990 Zephyr Creek Drainage Improvements: Units 3 and 4 with Pasco County. The project has been canceled by the County since it will not meet the benefits originally intended in the CFI application. Both County and District staff have determined that a feasibility study is necessary to 1.) evaluate periodic flooding of structures and roadways, 2.) identify potential best management practices to improve the level of service (LOS), and 3.) determine the maximum flood protection LOS that could be achieved for the project areas. The County has submitted a fiscal year 2021 CFI application for this study. Funding is needed in the amount of \$204,507 to pay for the Documentary Stamps, Realtor Commission, and Recording Fees in association with the sale of the Sarasota Office that was sold of November 1, 2019.

Item 12

Staff Recommendation:

Approve a budget transfer in the amount of \$204,507 from the canceled CFI project N990 Zephyr Creek Drainage Improvements for the settlement costs from the sale of the Sarasota Office as follows:

- 1) Documentary Stamps in the amount of \$16,450;
- 2) Realtor Commission in the amount of \$188,000; and
- 3) Recording Fees in the amount to \$57.00.

Presenter: John J. Campbell, Division Director, Management Services

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Consent Agenda

Assignment of Management Agreement with Citrus County for Chassahowitzka River Campground to the Florida Forest Service – Chassahowitzka River & Coastal Swamps – SWF Parcel No. 15-347-105X

Purpose:

Request Governing Board approval of a no cost assignment of the management agreement between the Southwest Florida Water Management District (District) and Citrus County (County) executed November 2009 for the Chassahowitzka River Campground (Campground) to the Florida Forest Service (FFS). The management agreement is included as Exhibit 1 and a general location map and a site map are included as Exhibits 2 and 3, respectively.

Background/History:

This assignment of the management agreement is the first step in the process of transferring management of both the campground and surrounding District land to FFS. The second and final step will be a lease agreement with FFS which will replace this management agreement and include management of both the campground and surrounding District land. Staff is currently working with FFS to develop this lease agreement and return to the Board for final approval.

At the August 2019 Governing Board meeting, staff advised the Board of its negotiations with the County and FFS to transfer the management agreement for the Campground (40 acres) to the FFS to be managed with the surrounding lands under a new lease agreement. The Governing Board approved an amendment to extend the term of the management agreement until November 16, 2022 to provide the District ample time to negotiate and complete transfer of the Campground management to FFS and the lease agreement which will include the surrounding District lands.

Benefits/Costs:

Approving the assignment of the management agreement to FFS will benefit the District by allowing FFS to utilize the Campground revenue to manage both the Campground and the surrounding lands currently being managed by the District.

Staff Recommendation:

- Approve the assignment of the Management Agreement between Citrus County and Florida Forest Service - SWF Parcel No. 15-347-105X.
- Authorize the Governing Board Chair and Secretary to execute the Consent of Assignment form.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

Exhibit 1
Assignment of Management Agreement with Citrus County for Chassahowitzka River
Campground to the Florida Forest Service – Chassahowitzka River & Coastal Swamps – SWF
Parcel No. 15-347-105X

ASSIGNMENT OF CHASSAHOWITZKA RIVER CAMPGROUND MANAGEMENT
AGREEMENT TO FLORIDA FOREST SERVICE

This Agreement is made and entered into, this ____ day of _____, 2019, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, having an address of 110 North Apopka Avenue, Inverness, Florida 34461, hereinafter referred to as “County,” and FLORIDA FOREST SERVICE, A DIVISION OF FLORIDA DEPARTMENT OF AGRICULTURAL AND CONSUMER AFFAIRS, having an address of _____, hereinafter referred to as “Florida Forest Service,” collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, on November 17, 2009, County entered into an Agreement with Southwest Florida Water Management District for the Management of Chassahowitzka River Campground, hereinafter referred to as the “Management Agreement,” with respect to the management of certain real property owned by the District and located within Citrus County, hereinafter referred to as the “Property;” and

WHEREAS, the Management Agreement was amended on November 30, 2014, (First Amendment), to replace Exhibit C to the Management Agreement with the revised Capital Improvement Plan and list what authorities the Parties’ respective project managers have thereto; and

WHEREAS, on August 27, 2019, the Management Agreement was amended to extend the term of the Management Agreement to November 15, 2022; and

WHEREAS, the Parties desire that the County assign its rights and duties under the Management Agreement to the Florida Forest Service, a division of Florida Department of Agriculture and Consumer Services and Florida Forest Service agrees to assume all of County’s rights and duties under the Management Agreement; and

WHEREAS, County’s assignment of the Management Agreement requires the prior written approval of Southwest Florida Water Management District; and

WHEREAS, Southwest Florida Water Management District has provided written approval of the assignment;

NOW THEREFORE, for and in consideration of the promises, terms, and mutual covenants contained herein, County and Florida Forest Service hereby agree as follows:

1. County hereby assigns all of its rights and duties under the Management Agreement, as amended, to Florida Forest Service.
2. Florida Forest Service hereby agrees to assume all of County's rights and duties under the Management Agreement, as amended.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

By: _____
Jeff Kinnard, Chairman

Attest: _____
Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Jeff Kinnard, Chairman of the Citrus County Board of County Commissioners, who has produced _____ as identification or who is personally known to me.

Notary Public

Print Name: _____

Commission Number: _____

Expiration Date: _____

FLORIDA FOREST SERVICE a division of
FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

By: _____

As: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ of the Florida Forest Service, who has produced _____ as identification or who is personally known to me.

Notary Public

Print Name: _____

Commission Number: _____

Expiration Date: _____

CONSENT OF
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
TO ASSIGNMENT OF MANAGEMENT AGREEMENT

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereby consents to the assignment by CITRUS COUNTY, FLORIDA of the Chassahowitzka River Campground Management Agreement dated November 17, 2009, and amended on November 30, 2014 and August 27, 2019, to FLORIDA FOREST SERVICE, A DIVISION OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

IN WITNESS WHEREOF, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be duly executed in its name by its undersigned representatives thereunto duly authorized as of the _____ day of _____, 2019.

SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

APPROVED BY:	INITIALS	DATE
Attorney	_____	_____
Manager	_____	_____
Asst Bureau Chief	_____	_____
Bureau Chief	_____	_____
Director	_____	_____

By: _____
Mark Taylor, Chairman

Attest: _____
Joel Schleicher, Secretary

Date: _____

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mark Taylor, Chairman, and Joel Schleicher, Secretary, of the Southwest Florida Water Management District, who are personally known to me.

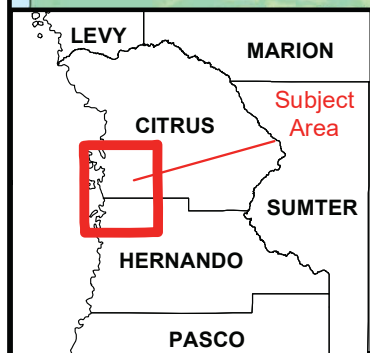
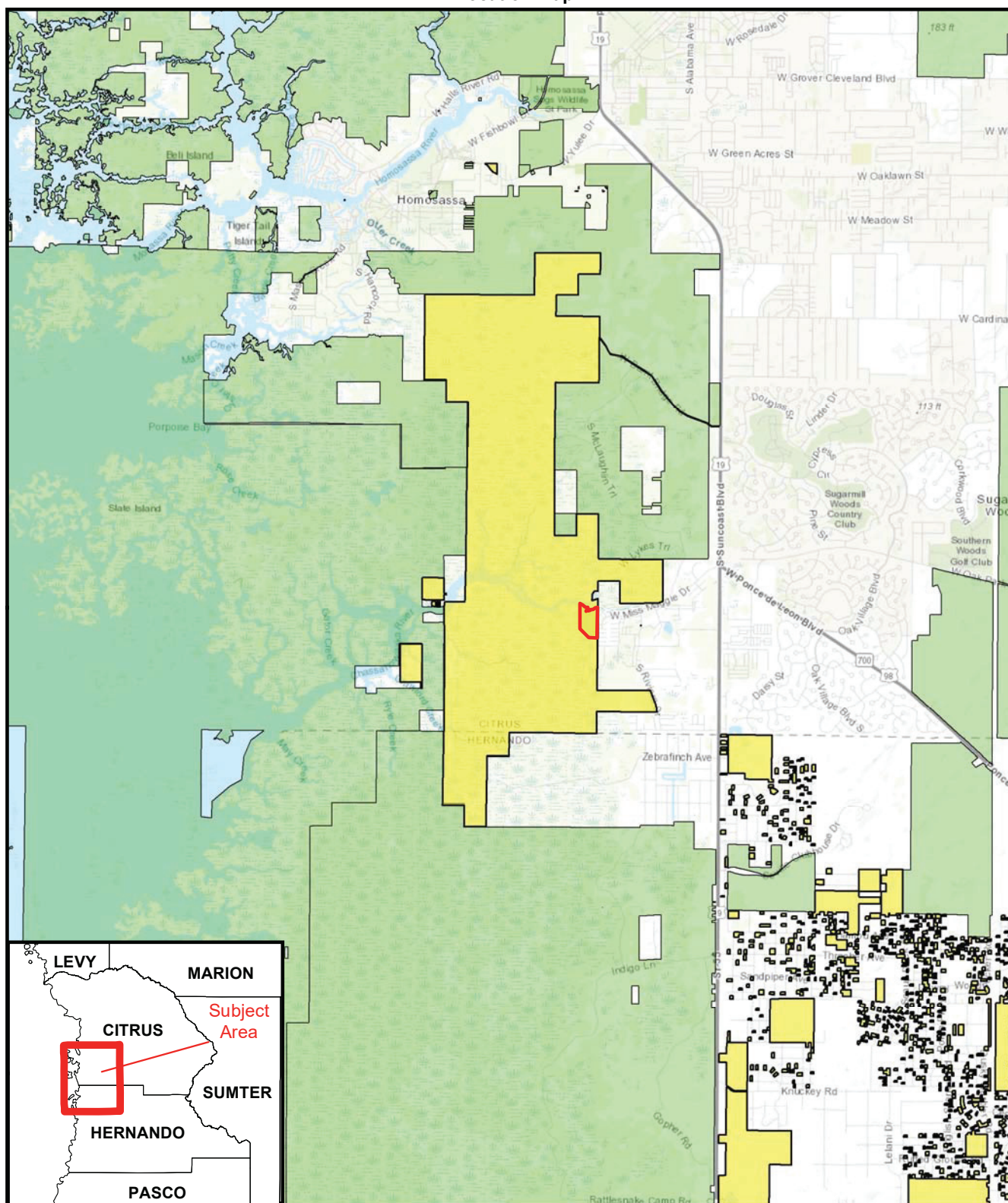
Notary Public

Print Name: _____

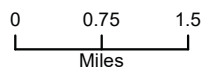
Commission Number: _____

Expiration Date: _____

Exhibit 2
Assignment of Management Agreement with Citrus County for the Chassahowitzka River
Campground to the Florida Forest Service - Chassahowitzka River & Coastal Swamps
SWF Parcel No. 15-347-105X
Location Map

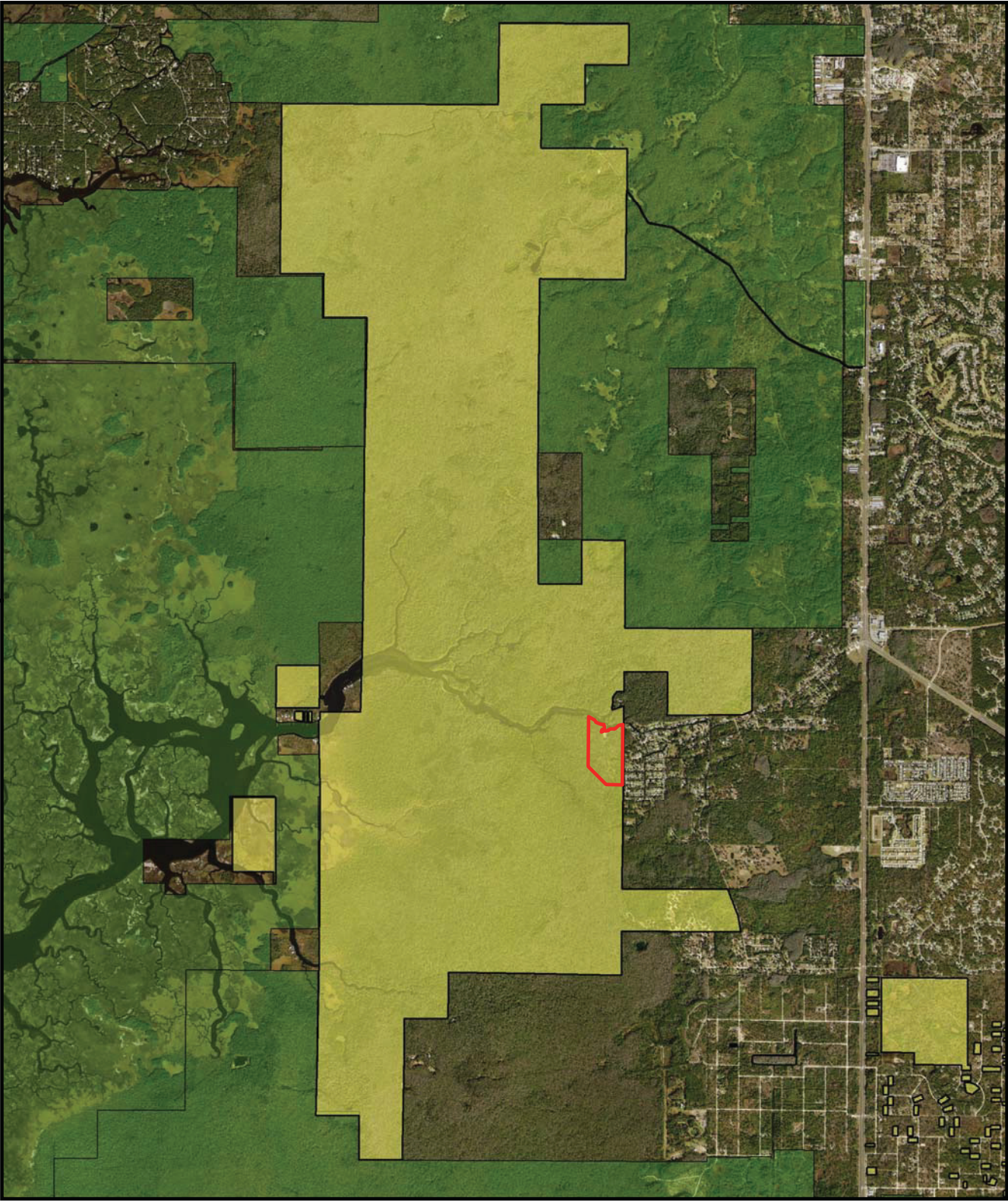





- Chassahowitzka River Campground
- SWFWMD Fee Acquisition
- Other Conservation Lands



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Exhibit 3
Assignment of Management Agreement with Citrus County Chassahowitzka River
Campground to the Florida Forest Service - Chassahowitzka River & Coastal Swamps
SWF Parcel No. 15-347-105X
Site Map



-  Chassahowitzka River Campground
-  SWFWMD Fee Acquisition
-  Other Conservation Lands

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Feet



OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Consent Agenda

Lease Agreement with Florida Department of Environmental Protection – Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract - SWF Parcel No. 21-199-105X

Purpose

Request Governing Board approval of a no-cost lease agreement between the Southwest Florida Water Management District (District) and the Florida Department of Environmental Protection (FDEP) Division of Recreation and Parks to renew an updated lease arrangement and authorize FDEP to continue to manage the Myakka Prairie property (8,249 acres) as part of the Myakka River State Park. The lease agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

Background/History

The District acquired the Myakka Prairie property in April 1994. Consistent with acquisition negotiations, the District entered into a long-term lease agreement with FDEP to allow the 8,249 acres to be managed as a part of the Myakka River State Park. The acquisition of the property closed a gap between the Myakka River State Park (28,950 acres) and T. Mabry Carlton, Jr. Reserve property and resulted in a contiguous area of public-owned lands of 70,000 acres in the Myakka River region.

The previous lease agreement with the FDEP requires renewal. Discussions between the parties concluded that the agreement needed to be revised and updated. The FDEP and the District have developed the lease agreement attached to this item. The FDEP has reviewed and executed the lease agreement. Standard terms and conditions of the original lease agreement were incorporated into the new lease agreement and will be applicable and remain in full force and effect. The lease agreement contains, but is not limited to, the following:

- Agreement term is for 20 years
- The FDEP will incorporate the property into the Myakka River State Park Management Plan and will obtain the District's written approval of the plan
- The FDEP will solely fund and manage the property consistent with the adopted management plan
- The District retains the right to inspect the property and financial records for the park
- The District retains the right to utilize the property for water or resource management purposes
- Each party agrees to indemnify and hold the other harmless to the extent allowed by Section 768.28, F.S.

Benefits/Costs

The FDEP will manage the property more cost effectively as part of the state park system, at no cost to the District. In the future, the FDEP will provide equestrian riding opportunities to the public on the District's property that would not otherwise be offered in the previous state park area. The District receives flood protection, water quality and natural system protection benefits by continued ownership of the property and will not incur long-term management costs that have been transferred to the FDEP.

Item 14

Staff Recommendation:

- Approve the lease agreement for Myakka River State Park.
- Authorize the Governing Board Chair and Secretary to execute the lease agreement.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

**LEASE AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS
FOR MYAKKA RIVER STATE PARK- MYAKKA PRAIRIE**

THIS LEASE AGREEMENT, hereinafter the "Lease," by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a principal place of business at 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter the "DISTRICT," as Lessor, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, an agency of the State of Florida, having a principal place of business at 3800 Commonwealth Boulevard, MS#525, Tallahassee, FL 32399-3000 hereinafter "DRP," as Lessee, altogether, the "Parties".

WITNESS ETH:

WHEREAS, the DISTRICT is owner in fee simple of certain lands situated in Sarasota County, Florida, known as the Myakka Prairie Preserve (a.k.a., the Ringling-MacArthur Tract), hereinafter referred to as the "Property"; and

WHEREAS, DRP manages lands known as the Myakka River State Park, hereinafter referred to as the "State Park," for the purposes of public recreation and natural resource preservation that are adjacent to the Property, and desires to manage the Property as an addition to the State Park for the purposes of water management, natural resource management, outdoor recreation, and related public purposes; and

WHEREAS, the DISTRICT and DRP executed a management agreement, dated March 25, 1997, for the construction, operation, maintenance and management of the Property as part of the State Park; and said management agreement expired on March 26, 2017; and

WHEREAS, the DISTRICT and DRP executed a License Agreement, dated March 22, 2017, which incorporated all terms and conditions of the above-referenced management agreement, allowing DRP to continue management of the Property for up to a two-year period; and

WHEREAS, upon execution of this Lease Agreement, the above-referenced License Agreement will become null and void; and

WHEREAS, the Parties, in recognition of the benefit to the continued cost-effective management of the Property and the value of intergovernmental cooperation, desire to continue to have DRP manage the Property as part of the State Park; and

WHEREAS, instead of entering a second management agreement , the DISTRICT and DRP desire and agree to enter into this Lease to clarify their rights and responsibilities.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and agreements hereinafter contained, the DISTRICT agrees to lease the Property to DRP subject to the following terms and conditions:

1. **DESCRIPTION OF PROPERTY:** The Property subject to this Lease is situated in the County of Sarasota, State of Florida, and is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.
2. **TERM:** The term of this Lease shall be for a period of twenty (20) years, commencing on the date last executed below and ending 20 years thereafter, unless sooner terminated pursuant to the provisions of this Lease. Thereafter, this Lease is renewable, upon the Parties' mutual written agreement in twenty-year increments. The Parties' obligations under this Lease are contingent upon DRP'S continuing possession of the Property and the management and maintenance of the Property as a component of the State Park as contemplated herein.
3. **TERMINATION:** If DRP abandons the State Park or ceases to use the Property for the purposes stated herein for a period of two (2) consecutive years, then this Lease will automatically terminate.
4. **PURPOSE:** DRP shall manage the Property as a part of the State Park and only for the conservation and protection of natural and historical resources and for public recreation compatible with the conservation and protection of public lands, as set forth in Section 259.032 , Florida Statutes, as amended, together with other authorized uses as designated in the Management Plan required by paragraph 11 of this Lease.
5. **QUIET ENJOYMENT AND RIGHT OF USE:** DRP shall have the use, possess and enjoy the Property and the right of ingress and egress to, from and upon the Property for all purposes necessary for the full quiet enjoyment by DRP of the rights conveyed herein.
6. **AUTHORIZED USES:** Authorized uses for the purposes of this Lease shall be defined as those management activities that DRP agrees to perform pursuant to this Lease and the Management Plan to ensure that the Property will be managed and maintained in an environmentally acceptable manner to restore and protect its natural state and condition, including compatible recreational uses. The authorized uses shall include but not be limited to, security, resource protection, public access and recreational use, habitat management and enhancement of land use control.

7. **DISTRICT'S RIGHTS:**

A. **RIGHT TO INSPECT:** The DISTRICT or its duly authorized agents and employees shall have the right, with reasonable notice, to inspect the Property in any matter pertaining to this Lease. Any impediment to the right granted in this paragraph shall constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

B. **RIGHT TO ACCESS:** The DISTRICT, its officers, employees, agents, and assigns shall have the right to enter upon and travel through and across the Property at any time, for the construction, maintenance, or for any purpose necessary or convenient in connection with water or resource management activities. The DISTRICT shall be responsible for and coordinate all construction or maintenance of water management facilities within the Property with DRP and shall provide comments and recommendations on the need for any such facilities or activities when reviewing the Management Plan required by this Lease.

C. **WATER RESOURCE ACTIVITIES:** DRP expressly acknowledges and agrees that the DISTRICT may engage in construction activities necessary for the primary purpose of water management and water supply, and that these rights are paramount and superior to the uses authorized by this Lease.

8. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** Any buildings, structures, modifications, and other improvements proposed by DRP shall be constructed at the expense of DRP in accordance with plans prepared by professional designers. Removable equipment and removable improvements placed on the Property shall remain the property of DRP and may be removed by DRP upon expiration or termination of this Lease. In the event the DISTRICT places any improvements or structures on the Property, the DISTRICT will be responsible for funding, constructing, operating, and maintaining the improvements or structures and for securing and maintaining insurance coverage on the improvements, unless the improvements or structures are for the use and benefit of DRP. If the improvements or structures are placed by the DISTRICT for the sole benefit of DRP, DRP shall be responsible for the operation and maintenance of said improvements or structures, unless addressed otherwise under separate written agreement, to be appended to this Lease.

9. **OPERATION AND MAINTENANCE OF PROPERTY AND IMPROVEMENTS:** DRP shall maintain the Property and any improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Property free of trash or litter, and maintaining any planned improvements as set forth in the Management Plan. All costs for operation and maintenance of the Property and improvements, except those constructed or placed upon the Property by the DISTRICT as contemplated in this Lease, shall be at the sole cost and expense of DRP.

10. **UNAUTHORIZED USES:** DRP shall, through its agents and employees, prevent the unauthorized use of the Property or any use thereof not in conformance with approved management activities, this Lease, or the approved Management Plan. Any such violation of this paragraph shall constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

11. **MANAGEMENT PLAN:**

A. The DISTRICT has reviewed and approved the current adopted Management Plan for the Property. A management plan is required during the term of this Lease and this Property will be incorporated into the Myakka River State Park Management Plan. The Management Plan shall be updated every ten years in accordance with Sections 253.034 and 373.1391, Florida Statutes. Updates will be prepared and submitted to the DISTRICT for review and approval prior to submission to the Division of State Lands, State of Florida Department of Environmental Protection. If the DISTRICT does not provide the DRP with comments within sixty (60) days of receipt of the updated Management Plan, the Management Plan shall be deemed approved by the DISTRICT. The Management Plan shall emphasize the original management concept for the Property approved by the DISTRICT at the time of acquisition of the Property. The Management Plan shall provide the basic guidance for all management activities. The DISTRICT'S approval of an updated Management Plan shall not be unreasonably withheld, and the DISTRICT shall not impose financial or funding requirements that DRP, in the sole opinion of DRP, is not in a position to provide with the exception of essential site management. Essential site management shall be defined as security, resource protection, public access and recreational use, habitat management and enhancement, exotics control and removal and land use control as listed in the current adopted Management Plan.

B. Any property management proposals that require or would result in the physical alteration of the Property shall not be implemented without the prior written approval of the DISTRICT until the updated Management Plan incorporating any such property management proposals is approved by the DISTRICT.

12. **INSURANCE REQUIREMENTS:** The DRP is insured under the State Risk Management Trust Fund for general liability, vehicle liability and workers' compensation pursuant to Chapter 284, F.S. DRP shall be financially responsible for any loss due to failure to obtain insurance coverage for any improvements or structures located on the Property, and DRP'S failure to maintain such coverage shall constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to this Lease are required from any contractor or subcontractor who performs services for the DRP pursuant to this Lease. The insurance requirements for any contractor or subcontractor who performs services for the DRP

pursuant to this Lease must comply with the DISTRICT'S approved liability limits for all lines of required coverage.

13. **LIABILITY:** DRP shall assist in the investigation of all injury or damage claims either for or against the DISTRICT or the State of Florida pertaining to DRP'S respective areas of responsibility under this Lease or arising out of DRP'S management programs or activities. DRP shall immediately contact the DISTRICT regarding all such injury or damage claims. DRP shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Lease. The indemnified party will have the right to approve counsel selected by the indemnifying party. This provision does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S. The DISTRICT'S liability is further limited by the provisions of Section 373.1395, Florida Statutes. This provision shall survive the expiration or termination of this Lease.

14. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this Lease in no way affects the Parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

15. **EASEMENTS:** All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the DISTRICT. Any easement not in effect at the time of this Lease, or not approved in writing by DISTRICT, shall be void and without legal effect.

16. **SUBLEASES:** DRP will not sublease the Property, unless DRP obtains prior written approval of the terms and conditions of the sublease from the DISTRICT. Any sublease not approved in writing by the DISTRICT will be void and without legal effect. The DISTRICT'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

17. **ASSIGNMENT:** DRP shall not assign this Lease, or any interest herein, in whole or in part nor shall control of any facilities be assigned, sold or changed without the prior written approval of the DISTRICT. Any such assignment or change without the prior written consent of the DISTRICT shall be void and without legal effect.

18. **SURRENDER OF PROPERTY:** Upon termination or expiration of this Lease, DRP shall surrender the Property to the DISTRICT. In the event no further use of the Property or any part thereof is needed, written notification shall be made to the DISTRICT at least one (1) year prior to the release of all or any part of the Property. Notification shall include a legal description, this Lease and parcel number and an explanation of the release. The release shall be valid only if approved by the DISTRICT through execution of a Release of Lease instrument with the same formality as this Lease. Upon termination of this Lease, all improvements, including both physical structures and modifications to the Property deemed by DRP and the DISTRICT as "permanent" shall become the property of the DISTRICT. All improvements, including both physical structures and modifications to the Property deemed by DRP and the DISTRICT to be "temporary" shall be removed at the discretion of the DISTRICT and expense of DRP. The DISTRICT shall provide written notification to DRP of those "temporary" improvements that will be removed. The DISTRICT shall give written notice to DRP of its intent to remove such "temporary" improvements prior to the termination of this Lease. The remaining improvements shall become the property of the DISTRICT. Prior to surrender of all or any part of the Property, the DISTRICT'S representative(s) shall perform an onsite inspection and the keys to any buildings or gates on the Property shall be turned over to the DISTRICT. If the Property and improvements located thereon do not meet all conditions set forth in paragraph 9 herein, DRP shall pay all costs necessary to meet the prescribed conditions.

19. **BEST MANAGEMENT PRACTICES:** DRP shall implement applicable Best Management Practices for all activities conducted under this Lease that have been selected, developed, or approved by the DISTRICT, DRP, or other land management agencies for the protection and enhancement of the Property in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code.

20. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** DRP shall identify and subsequently designate to the respective arthropod control district or districts within one (1) year of the effective date of this Lease all of the environmentally sensitive and biologically highly productive lands contained within the Property, in accordance with Section 388.4111, Florida Statutes, and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

21. **UTILITY FEES:** DRP agrees to pay all deposits and monthly charges for all utility services supplied to the Property and all costs to repair, replace, clean and maintain connections and service to the Property and for having all utilities turned off or transferred when the Property is surrendered.

22. **VIOLATIONS:** If the DISTRICT, in its sole discretion, finds that DRP has violated a provision of this Lease, the DISTRICT will notify DRP in writing describing the violation and the corrective action(s) DRP must pursue to remedy, resolve, or rectify the violation. DRP will have sixty (60) days from the receipt of the notification in which to provide a schedule for the prompt

implementation of corrective action(s); or advise the DISTRICT how DRP will implement its own corrective action(s), including a schedule for completion.

If DRP fails to respond to the DISTRICT'S notification or fails to implement corrective action(s), DRP will be in default of this Lease and the DISTRICT may, at its sole option, terminate this Lease and recover from DRP all damages the DISTRICT may incur by reason of the default, including, but not limited to, the cost of recovering the Property, or maintain this Lease in full force and effect and exercise all rights and remedies herein conferred upon the DISTRICT.

23. DAMAGE TO THE PROPERTY:

A. DRP shall not do, or suffer to be done, in, on or upon the Property or as affecting said Property, any act which may result in damage or depreciation of value to the Property or any part thereof.

B. DRP shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" shall mean and include those elements or compounds defined in the Comprehensive Environmental Response, Compensation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended from time to time. In the event of DRP'S failure to comply with this paragraph, DRP shall, at its sole cost and expense promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of the Property, and all off-site ground and surface waters and lands affected by DRP'S such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged Property to the condition existing immediately prior to the occurrence which caused the damage. DRP'S obligations set forth in this paragraph shall survive the expiration or termination of this Lease. Nothing herein shall relieve DRP of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by DRP'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, DRP shall report such violation to all applicable governmental agencies having jurisdiction, and to the DISTRICT, all within the reporting periods of the applicable governmental agencies.

24. **TAXES AND ASSESSMENTS:** If any ad valorem taxes, intangible property taxes, personal property taxes, mechanic's or materialman's liens, or other taxes or assessments of any kind are assessed or levied lawfully on the Property based on DRP'S use thereof during the term of this Lease, DRP shall pay same within thirty (30) days after receiving written notice thereof from the DISTRICT. Provided, however, DRP shall not be responsible for payments in-lieu-of taxes required under Sections 373.5905 and 259.0322, Florida Statutes, or any successor statute. In the event DRP fails to pay all the lawful taxes assessed or levied on the Property within thirty (30) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT, including reasonable attorney's fees.

25. **NON-DISCRIMINATION:** DRP shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring or conducted on the Property.

26. **SIGNAGE:** All Public information signage located on the Property shall inform the public of the cooperative project between DRP and the DISTRICT.

27. **FEES AND REVENUES:** DRP may explore revenue-producing initiatives that are compatible with the Management Plan and purposes for which the Property was acquired.

28. **FINANCIAL STATEMENTS AND RECORDS:** Upon request by the DISTRICT, DRP will permit the DISTRICT to examine or audit all related financial records and documents related to its performance during the term of the Lease.

29. **REPORTS:** Upon request by the DISTRICT, DRP will provide the DISTRICT with copies of any and all reports, models, studies, maps, videos or other documents related to operation and maintenance of the Property.

30. **TIME:** Time is expressly declared to be of the essence of this Lease.

31. **GOVERNING LAW:** This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue for resolving disputes under this Lease shall be Hillsborough County, Florida.

32. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provisions thereof.

33. **BINDING EFFECT:** This Lease will be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns.

34. **AMENDMENTS:** Amendments to this Lease may only be made by a writing signed by both Parties.

35. **NOTICES:** All notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested, first class postage prepaid, and by facsimile transmission as follows:

To DRP: Department of Environmental Protection
Division of Recreation and Parks
Attn: Office of Park Planning
3800 Commonwealth Boulevard MS#525
Tallahassee, FL 32399-3000
Facsimile: (850) 245-3074

To DISTRICT: Southwest Florida Water Management District
Attn: Land Resources Manager
2379 Broad Street
Brooksville, FL 34604-6899
Facsimile : (352) 754-6877

36. **NO WAIVER OF DEFAULT:** The failure of the DISTRICT to insist, in any one or more instances, upon strict performance of any one or more of the terms and conditions of this Lease shall not be construed as a waiver of such terms and conditions, but the same shall continue in full force and effect. Waiver by the DISTRICT shall be deemed to be made only if set forth in writing and signed by both the DISTRICT and DRP.

37. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the Property is held by the DISTRICT. DRP shall not do or permit anything that purports to create a lien or encumbrance of any nature against the Property including , but not limited to, mortgages or construction liens against the Property or against any interest of the DISTRICT therein.

38. **CONDITION OF PROPERTY:** This Lease is made by the DISTRICT without representations or warranties of any kind. The DISTRICT assumes no liability or obligation to DRP with reference to the condition of the Property or the suitability of the Property for any improvements. The Property is hereby leased by the DISTRICT to DRP in an "as is" condition, with the DISTRICT assuming no responsibility for the care, repair, maintenance or improvement of the Property for the benefit of DRP, except as provided for herein.

39. **CONDITIONS AND COVENANTS:** The provisions of this Lease shall be deemed covenants running with the land included in the Property, and construed to be "conditions" as well

as "covenants" as though the words specifically expressing or imparting conditions and covenants were used in each separate provision.

40. **NON-WAIVER OF REGULATORY AUTHORITY:** Nothing contained in this Lease shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules, and regulations.

41. **ENTIRE UNDERSTANDING:** This Lease sets forth the entire understanding between the Parties and shall only be amended with the prior written approval of all Parties.

42. **ORIGINALS:** This Lease is executed in two (2) originals, each of which shall be considered an original for all purposes.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto, or their lawful representatives, have executed this Lease Agreement on the date set forth below their signatures.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Witness

By: _____
Name: Mark Taylor, Chairman

Printed Name of Witness

Witness

By: _____
Name: Joel Schleicher, Secretary

Printed Name of Witness

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____ 201__ by Mark Taylor, Chair and Joel Schleicher, Secretary respectively, of the Governing Board of the Southwest Florida Water Management District who are both personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

Commission Expires: _____

Approved as to Form
and Legality

By: _____
Office of General Counsel

APPROVED BY:	INITIALS	DATE
Attorney	_____	_____
LND Manager	_____	_____
Asst. Bureau Chief	_____	_____
Bureau Chief	_____	_____
Division Director	_____	_____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, DIVISION
OF RECREATION AND PARKS

By: *Steven A. Cutshaw*
Steven A. Cutshaw
Environmental Administrator
Office of Park Planning

Diane Martin
Witness

DIANE MARTIN
Printed name of Witness

Hemetchu Debbo
Witness

HEMECHU DEBBU
Printed name of Witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22ND day of OCTOBER 2019, by Steven A. Cutshaw, Environmental Administrator, Office of Park Planning, Division of Recreation and Parks, Department of Environmental Protection. ☒ He is personally known to me.

Demit P. Degagne
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

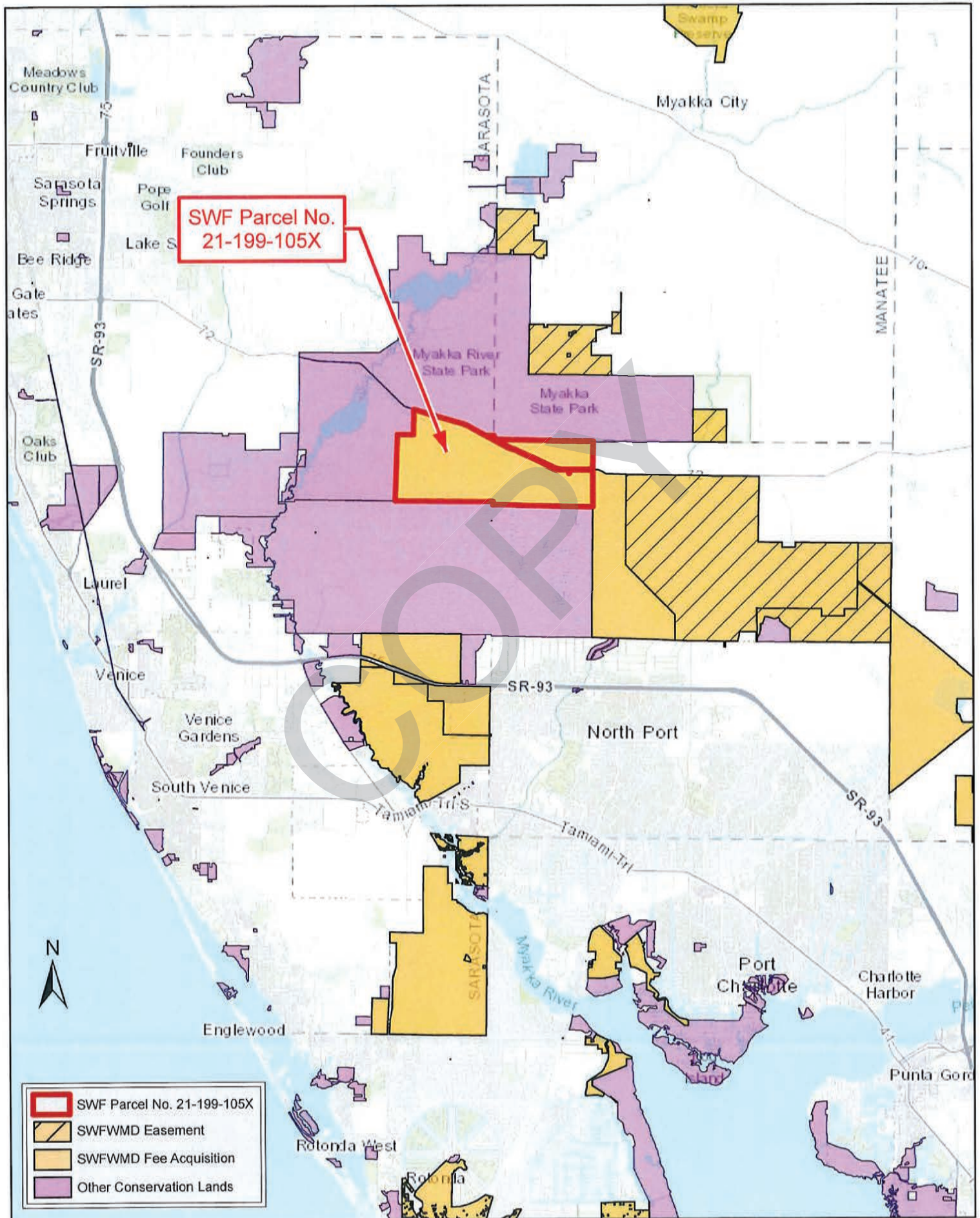
Commission Expires:



Approved as to form and legality:

Melvin N. Gault
DEP Attorney

Myakka Prairie-Myakka State Park



EXHIBIT"A"

LEGAL DESCRIPTION OF LEASED PREMISES

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Manasota Basin

Ringling MacArthur Project

SWF Parcel No. 21-199-101A

(Lands to the District)

SECTIONS 1, 2, 3, 10, 11, and 12, TOWNSHIP 38 SOUTH, RANGE 20 EAST, Sarasota County, Florida, LESS State Road No. 72 right of way.

AND

That part of the East½ of SECTION 34, and also that part of SECTIONS 35 and 36, all in TOWNSHIP 37 SOUTH, RANGE 20 EAST, Sarasota County, Florida, lying South of State Road No. 72.

AND

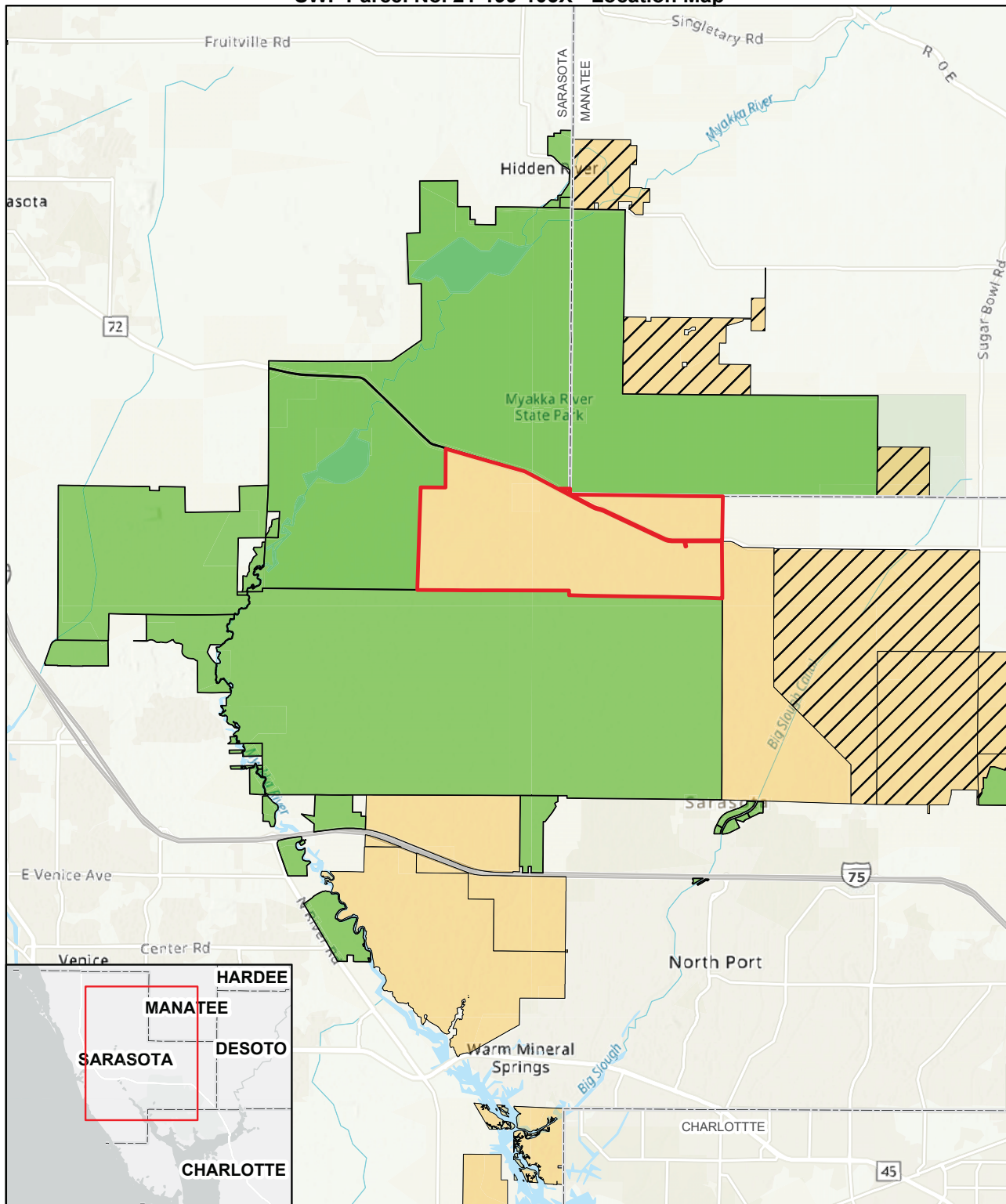
SECTIONS 4 through 9 inclusive, TOWNSHIP 38 SOUTH, RANGE 21 EAST, Sarasota County, Florida, LESS State Road No. 72 right of way and also LESS a parcel of land containing 1.01 acres, more or less, described in instrument recorded in Deed Book 318, Page 347, of the Public Records of Sarasota County, Florida, lying in the Southwest ¼ of the Southeast ¼ of the Southwest ¼ of said Section 4.

Parcel 21-199-101A contains 8,248.75 acres, more or less.

RAS/dms

21199101.A

Exhibit 2
Lease Agreement with Florida Department of Environmental Protection –
Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract -
SWF Parcel No. 21-199-105X - Location Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- Myakka Prairie Tract (21-199-105X)
- Fee Simple
- Conservation Easement
- Other Conservation Lands

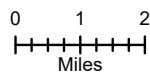


Exhibit 3
Lease Agreement with Florida Department of Environmental Protection –
Division of Recreation and Parks for Myakka River State Park – Myakka Prairie Tract -
SWF Parcel No. 21-199-105X - Site Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Myakka Prairie Tract (21-199-105X)

0 0.5 1
Miles



OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Consent Agenda

Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks – Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X

Purpose

Request Governing Board approval of a no cost lease agreement between the Southwest Florida Water Management District (District) and the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks for the Rainbow River Ranch Tract (115 acres) acquired by the District. The lease agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

Background/History

Rainbow River Ranch Tract was acquired in June 2017. Consistent with the Board's approval of the acquisition, FDEP and District staff have developed a lease agreement that authorizes the FDEP to manage the 115 acres of District owned lands as part of the Rainbow River State Park. Since most of the acquired acreage is improved pasture, the District agreed to restore the pasture with native grasses. Upon successful completion of the restoration project the District will turn over the perpetual maintenance to FDEP.

The lease agreement contains standard terms and conditions that include, but are not limited to, the following:

- Agreement term is for 20 years
- District will fence the acquired lands and restore the pastures
- The FDEP will incorporate the property into the Rainbow River State Park Management Plan and will obtain the District's written approval of the plan
- The FDEP will solely fund and manage the property consistent with adopted management plan
- The District retains right to inspect the property and financial records for the park
- The District retains the right to utilize the property for water or resource management purposes
- Each party agrees to indemnify and hold the other harmless to the extent allowed by Section 768.28, F.S.

Benefits/Costs

The FDEP will manage the property as part of the state park system. In the future the FDEP will expand and enhance recreational opportunities in the park as a result of the addition. The District receives flood protection, water quality and natural system protection benefits by ownership of the property and will not incur long-term management costs that have been transferred to the FDEP.

Item 15

Staff Recommendation:

- Approve the lease agreement for the Rainbow River State Park.
- Authorize the Governing Board Chair and Secretary to execute the lease agreement.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

**LEASE AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND THE STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS
FOR RAINBOW RIVER RANCH**

THIS LEASE AGREEMENT, hereinafter the "Lease," by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter the "DISTRICT," as Lessor, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, an agency of the State of Florida, having an address of 3800 Commonwealth Boulevard MS#525, Tallahassee, FL 32399-3000 hereinafter "DRP", as Lessee, altogether, the "Parties".

WITNESSETH:

WHEREAS, the DISTRICT is owner in fee simple of certain lands situated in Marion County, Florida, known as the Rainbow River Ranch, hereinafter referred to as the "Property"; and

WHEREAS, the DRP manages lands known as the Rainbow River State Park, hereinafter referred to as the "State Park," for the purposes of public recreation and natural resource preservation that are adjacent to the Property, and desires to manage the Property as an addition to the State Park for the purposes of water management, natural resource management, outdoor recreation, and related public purposes; and

WHEREAS, DRP is updating its land use and management plan, hereinafter referred to as the Management Plan", for the Rainbow River State Park and has agreed to incorporate the Property into the Management Plan and manage the Property as part of the State Park; and

WHEREAS, the DISTRICT will complete a habitat enhancement and restoration project for certain sites located within the Property and transfer future maintenance of the restored sites to DRP, as part of the State Park; and

WHEREAS, the Parties, in recognition of the benefit of cost-effective management of the Property and the value of intergovernmental cooperation, desire DRP to manage the Property as part of the State Park; and

WHEREAS, the DISTRICT and DRP desire and agree to enter into this Lease for the Property to clarify their rights and responsibilities.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and agreements hereinafter contained, the DISTRICT agrees to lease the Property to DRP subject to the following terms and conditions:

Lease Agreement Rainbow River State Park
SWF Parcel No. 19-593-108X
Page 1 of 39
FINAL 10-22-19

1. **DESCRIPTION OF PROPERTY:** The Property subject to this Lease is situated in Marion County, Florida and is more particularly described in Exhibit "A" as Legal Description Parcel 19-593-103, to include described Parcels A, B,C,D and the Cemetery Parcel. Exhibit "A" is attached hereto and incorporated herein by this reference.

The Property is bisected into an eastern portion and a western portion by an intervening strip of land, over which land an easement exists for the purpose, among other things, of providing access across the easement area to connect the noncontiguous eastern and western portions of the Property as more particularly provided in said Easement Agreement attached as Exhibit "B" hereto.

A sketch of Legal Description Parcel 19-593-103, the corresponding Easement Agreement and Restrictive Covenant more particularly described below, is attached hereto as Exhibit "C".

2. **TERM:** The term of this Lease shall be for a period of twenty (20) years, commencing on the date last executed below and ending 20 years thereafter, unless sooner terminated pursuant to the provisions of this Lease. Thereafter, this Lease is renewable, upon the Parties' mutual written agreement in twenty-year increments. The Parties' obligations under this Lease are contingent upon DRP's continuing possession of the Property and the management and maintenance of the Property as a component of the State Park as contemplated herein.

3. **TERMINATION:** If DRP abandons the State Park or ceases to use the Property for the purposes stated herein for a period of two (2) consecutive years, then this Lease will automatically terminate.

4. **RESTRICTIVE COVENANT ON ADJOINING PROPERTY:** The DISTRICT entered into a Restrictive Covenant agreement with Conservation Land Group, LLC, attached hereto as Exhibit "D", for the purpose of limiting the future rights of development on the adjoining property. The Restrictive Covenant is depicted as Parcel F in Exhibit "C". Upon knowledge of any violation of the Restrictive Covenant by Conservation Land Group, LLC., its successors or assigns, DRP will notify the DISTRICT of such violations. Nothing herein shall be construed as an assignment of the Restrictive Covenant or any rights or duties thereunder to DRP.

5. **PURPOSE:** DRP will manage the Property as a part of the State Park and only for the conservation and protection of natural and historical resources and for public recreation compatible with the conservation and protection of public lands, as set forth in Section 259.032, Florida Statutes, as amended, together with other authorized uses as designated in the Management Plan required by paragraph thirteen (13) of this Lease.

6. **QUIET ENJOYMENT AND RIGHT OF USE:** DRP will have the right to use, possess and enjoy the Property and the right of ingress and egress to, from and upon the

Property for all purposes necessary for the full quiet enjoyment by DRP of the rights conveyed herein.

The rights conveyed in the Easement Agreement provide the general public as well as the District's successors in interest, to include DRP, the right to traverse the easement area, as provided in the Easement Agreement, in order to cross between the noncontiguous easterly and westerly portions of the Property. Nothing herein shall be construed as an assignment to DRP of the District's agreement to indemnify and hold harmless the grantor of the Easement and respective successors, heirs, transferees and assigns.

DRP will be responsible for maintenance, relocation, repair or improvements to any gates that allow access between the Easterly and Westerly parcels. The District and DRP will each have respective locks on the gates to allow access independent of each other.

7. **AUTHORIZED USES:** Authorized uses for the purposes of this Lease shall be defined as those management activities that DRP agrees to perform pursuant to this Lease and the Management Plan to ensure that the Property will be managed and maintained in an environmentally acceptable manner to restore and protect its natural state and condition, including compatible recreational uses. The authorized uses shall include but not be limited to, security, resource protection, public access and recreational use, habitat management and enhancement of land use control.

8. **FENCE IMPROVEMENTS, RESTORATION PROJECT AND FUNDING BY THE DISTRICT:**

A. **FENCE IMPROVEMENTS:** The DISTRICT agrees to construct a boundary fence, consistent with DRP's fence specifications, along the Property boundary. The DISTRICT will procure a contractor to construct the fence, supervise construction of the fence and be responsible for all costs associated with the construction. Upon completion of construction of the fence, the Parties will inspect and approve the construction and thereafter maintenance and any costs associated with the fence will be DRP's responsibility.

B. **RESTORATION PROJECT:** The DISTRICT agrees to provide habitat enhancement and restoration for approximately 81.50 acres as depicted in the Rainbow River Restoration Plan, dated May 15, 2018, and attached hereto as Exhibit "D" (hereafter referred to as the "Restoration Project"). The DISTRICT will perform the services necessary and oversee the work of any contractors to complete the Restoration Project in substantial conformance with the Restoration Objective as described in Exhibit "D,". DRP will notify the DISTRICT if any operations conducted to implement the Restoration Plan cause damage to the Property, natural resources or improvements on the Property. The DISTRICT will notify DRP of any work stoppage or corrective action resulting from the damage. The

Restoration Project includes a comprehensive description of the DISTRICT's restoration obligations for the Restoration Project over a three phase period, and a description of the monitoring and maintenance obligations that the DISTRICT will implement for one year after the completed construction of all three phases of the Restoration Project. After the one-year period, DRP agrees to assume responsibility of the monitoring and maintenance of the Restoration Project and perform necessary management techniques and activities to ensure the success of the Restoration Project.

C. **FUNDING:** The DISTRICT agrees to fund the design and construction costs of the Restoration Project and will be the lead party for design, permitting, and construction. All performance and financial obligations of the District are contingent upon funds being budgeted and appropriated by the DISTRICT'S Governing Board for commencement or continuation of the Restoration Project.

9. **DISTRICT'S RIGHTS:**

A. **RIGHT TO INSPECT:** The DISTRICT or its duly authorized agents and employees will have the right, with reasonable notice, to inspect the Property in any matter pertaining to this Lease. Any impediment to the right granted in this paragraph shall constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

B. **RIGHT TO ACCESS:** The DISTRICT, its officers, employees, agents, and assigns will have the right to enter upon and travel through and across the Property at any time, for the construction, maintenance, or for any purpose necessary or convenient in connection with water or resource management activities. The DISTRICT shall be responsible for and coordinate all construction or maintenance of water management facilities within the Property with DRP and will provide comments and recommendations on the need for any such facilities or activities when reviewing the Management Plan required by this Lease.

C. **WATER RESOURCE ACTIVITIES:** DRP expressly acknowledges and agrees that the DISTRICT may engage in construction activities necessary for the primary purpose of water management and water supply, and that these rights are paramount and superior to the uses authorized by this Lease.

10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** Buildings, structures, modifications, and other improvements will be constructed at the expense of DRP in accordance with plans prepared by professional designers. Removable equipment and removable improvements placed on the Property will remain the property of DRP and may be removed by DRP upon expiration or termination of this Lease. In the event the DISTRICT places any improvements or structures on the Property, the DISTRICT will be responsible for funding, constructing, operating, and maintaining the improvements or structures and for securing and maintaining insurance coverage on the improvements, unless the improvements or structures are for the use and benefit of DRP. If improvements or structures are placed on the Property by the DISTRICT for the sole

benefit of DRP, DRP will be responsible for the operation and maintenance of said improvements or structures, unless addressed otherwise under separate written agreement, to be appended to this Lease.

11. OPERATION AND MAINTENANCE OF PROPERTY AND IMPROVEMENTS:

DRP will maintain the Property and any improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Property free of trash or litter, and maintaining any planned improvements as set forth in the Management Plan. All costs for operation and maintenance of the Property and improvements, except those constructed or placed upon the Property by the DISTRICT as contemplated in this Lease, will be at the sole cost and expense of DRP.

12. UNAUTHORIZED USES: DRP will, through its agents and employees, prevent the unauthorized use of the Property or any use thereof not in conformance with approved management activities, this Lease, or the approved Management Plan. Any such violation of this paragraph will constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

13. MANAGEMENT PLAN:

A. A management plan is required during the term of this Lease and this Property will be incorporated into the Rainbow River State Park Management Plan. The Management Plan will be updated every ten (10) years in accordance with Sections 253.034 and 373.1391, Florida Statutes. Updates will be prepared and submitted to the DISTRICT for review and approval prior to submission to the Division of State Lands. If the DISTRICT does not provide DRP with comments within Sixty (60) days of receipt of the updated Management Plan, the Management Plan will be deemed approved by the DISTRICT. The Management Plan will emphasize the original management concept for the Property approved by the DISTRICT at the time of acquisition of the Property. The approved Management Plan will provide the basic guidance for all management activities. The DISTRICT's approval of an updated Management Plan will not be unreasonably withheld, and the DISTRICT will not impose financial or funding requirements that DRP, in the sole opinion of DRP, is not in a position to provide with the exception of essential site management. Essential site management is defined as security, resource protection, public access and recreational use, habitat management and enhancement, exotics control and removal and land use control as listed in the Management Plan.

B. Any property management proposals that require or would result in the physical alteration of the Property will not be implemented without the prior written approval of the DISTRICT until the updated Management Plan incorporating any such property management proposals is approved by the DISTRICT.

14. INSURANCE REQUIREMENTS: DRP is insured under the State Risk Management Trust Fund for general liability, vehicle liability and workers' compensation pursuant to Chapter 284, Florida Statutes. DRP will be financially responsible for any loss due to failure to obtain insurance coverage for any improvements or structures

located on the Property, and DRP'S failure to maintain such coverage will constitute a default of this Lease for which the DISTRICT may immediately terminate this Lease.

Certificates of insurance verifying general liability, vehicle liability and workers' compensation and any other line of coverage specifically relevant to this Lease are required from any contractor or subcontractor who performs services for DRP pursuant to this Lease. The insurance requirements for any contractor or subcontractor who performs services for DRP pursuant to this Lease must comply with the DISTRICT'S approved liability limits for all lines of required coverage.

15. **LIABILITY:** DRP will assist in the investigation of all injury or damage claims either for or against the DISTRICT or the State of Florida pertaining to DRP's respective areas of responsibility under this Lease or arising out of DRP's management programs or activities. DRP will immediately contact the DISTRICT regarding all such injury or damage claims. DRP will maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes.

Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Lease. This provision does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S. The DISTRICT'S liability is further limited by the provisions of Section 373.1395, Florida Statutes. This provision will survive the expiration or termination of this Lease.

16. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this Lease in no way affects the Parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

17. **EASEMENTS:** The District owns the property subject to existing easements. All easements not currently in effect at the time of this Lease, including, but not limited to, utility easements are expressly prohibited without the prior written approval of the DISTRICT.

18. **SUBLEASES:** DRP will not sublease the Property unless DRP obtains prior written approval of the terms and conditions of the sublease from the DISTRICT. Any sublease not approved in writing by the DISTRICT will be void and without legal effect. The DISTRICT'S approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.

19. **ASSIGNMENT:** DRP will not assign this Lease, or any interest herein, in whole or in part, nor will control of any facilities be assigned, sold or changed without the prior written approval of the DISTRICT. Any such assignment or change without the prior written consent of the DISTRICT is void and without legal effect.

20. **SURRENDER OF PROPERTY:** Upon termination or expiration of this Lease, DRP will surrender the Property to the DISTRICT. In the event no further use of the Property or any part thereof is needed, written notification will be made to the DISTRICT at least one (1) year prior to the release of all or any part of the Property. Notification will include a legal description, this Lease and parcel number and an explanation of the release. The release will be valid only if approved by the DISTRICT through execution of a Release of Lease instrument with the same formality as this Lease. Upon termination of this Lease, all improvements, including both physical structures and modifications to the Property deemed by DRP and the DISTRICT as "permanent" will become the property of the DISTRICT. All improvements, including both physical structures and modifications to the Property deemed by DRP and the DISTRICT to be "temporary" will be removed at the discretion of the DISTRICT and expense of DRP. The DISTRICT will provide written notification to DRP of those "temporary" improvements that will be removed. The DISTRICT will give written notice to DRP of its intent to remove such "temporary" improvements prior to the termination of this Lease. The remaining improvements will become the property of the DISTRICT. Prior to surrender of all or any part of the Property, the DISTRICT'S representative(s) will perform an onsite inspection and the keys to any buildings or gates on the Property will be turned over to the DISTRICT. If the Property and improvements located thereon do not meet all conditions set forth in paragraph 9 herein, DRP will pay all costs necessary to meet the prescribed conditions.

21. **BEST MANAGEMENT PRACTICES:** DRP will implement applicable Best Management Practices for all activities conducted under this Lease that have been selected, developed, or approved by the DISTRICT, DRP or other land management agencies for the protection and enhancement of the Property in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code.

22. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** DRP will identify and subsequently designate to the respective arthropod control district or districts within one (1) year of the effective date of this Lease all of the environmentally sensitive and biologically highly productive lands contained within the Property, in accordance with Section 388.4111, Florida Statutes, and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

23. **UTILITY FEES:** DRP agrees to pay all deposits and monthly charges for all utility services supplied to the Property and all costs to repair, replace, clean and maintain connections and service to the Property and for having all utilities turned off or transferred when the Property is surrendered.

24. **VIOLATIONS:** If the DISTRICT, in its sole discretion, finds that DRP has violated a provision of this Lease, the DISTRICT will notify DRP in writing describing the violation

and the corrective action(s) DRP must pursue to remedy, resolve, or rectify the violation. DRP will have sixty (60) days from the receipt of the notification in which to provide a schedule for the prompt implementation of corrective action(s); or advise the DISTRICT how DRP will implement its own corrective action(s), including a schedule for completion.

If DRP fails to respond to the DISTRICT'S notification or fails to implement corrective action(s), DRP will be in default of this Lease and the DISTRICT may, at its sole option, terminate this Lease and recover from DRP all damages the DISTRICT may incur by reason of the default, including, but not limited to, the cost of recovering the Property, or maintain this Lease in full force and effect and exercise all rights and remedies herein conferred upon the DISTRICT.

25. DAMAGE TO THE PROPERTY:

A. DRP will not do, or suffer to be done, in, on or upon the Property or as affecting said Property, any act which may result in damage or depreciation of value to the Property or any part thereof.

B. DRP will not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Property or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" means and will include those elements or compounds defined in the Comprehensive Environmental Response, Compensation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" means those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended from time to time. In the event of DRP's failure to comply with this paragraph, DRP will, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of the Property, and all off-site ground and surface waters and lands affected by DRP's such failure to comply, as may be necessary to bring the Property and affected off-site waters and lands into full compliance with all applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged Property to the condition existing immediately prior to the occurrence which caused the damage. DRP's obligations set forth in this paragraph will survive the expiration or termination of this Lease. Nothing herein will relieve DRP of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by DRP's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any

contaminant, DRP will report such violation to all applicable governmental agencies having jurisdiction, and to the DISTRICT, all within the reporting periods of the applicable governmental agencies.

26. **TAXES AND ASSESSMENTS:** If any ad valorem taxes, intangible property taxes, personal property taxes, mechanic's or materialman's liens, or other taxes or assessments of any kind are assessed or levied lawfully on the Property based on DRP's use thereof during the term of this Lease, DRP will pay same within thirty (30) days after receiving written notice thereof from the DISTRICT. Provided, however, DRP will not be responsible for payments in-lieu-of taxes required under Sections 373.5905 and 259.0322, Florida Statutes, or any successor statute. In the event DRP fails to pay all the lawful taxes assessed or levied on the Property within thirty (30) days after receiving written notice thereof from the DISTRICT, the DISTRICT may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the DISTRICT, including reasonable attorney's fees.

27. **NON-DISCRIMINATION:** DRP will not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring or conducted on the Property.

28. **SIGNAGE:** All public information signage located on the Property will inform the public of the cooperative project between DRP and the DISTRICT.

29. **FEES AND REVENUES:** DRP may explore revenue-producing initiatives that are compatible with the Management Plan and purposes for which the Property was acquired.

30. **FINANCIAL STATEMENTS AND RECORDS:** Upon request by the DISTRICT, DRP will permit the DISTRICT to examine or audit all related financial records and documents related to its performance during the term of the Lease.

31. **REPORTS:** Upon request by the DISTRICT, DRP will provide the DISTRICT with copies of all reports, models, studies, maps, videos or other documents related to operation and maintenance of the Property.

32. **TIME:** Time is expressly declared to be of the essence of this Lease.

33. **GOVERNING LAW:** This Lease will be governed by and interpreted according to the laws of the State of Florida. Venue for resolving disputes under this Lease shall be Hillsborough County, Florida.

34. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provisions thereof.

35. **BINDING EFFECT:** This Lease will be binding upon and inure to the benefit of the Parties hereto, and their successors and assigns.

36. **AMENDMENTS:** Amendments to this Lease may only be made by a writing signed by both Parties.

37. **NOTICES:** All notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested, first class postage prepaid, and by facsimile transmission as follows:

To DRP: Department of Environmental Protection
Division of Recreation and Parks
Attn: Office of Park Planning
3800 Commonwealth Boulevard MS#525
Tallahassee, FL 32399-3000
Facsimile: (850) 245-3074

To DISTRICT Southwest Florida Water Management District
Attn: Land Resources Manager
2379 Broad Street
Brooksville, FL 34604-6899
Facsimile: (352) 754-6877

38. **NO WAIVER OF DEFAULT:** The failure of the DISTRICT to insist, in any one or more instances, upon strict performance of any one or more of the terms and conditions of this Lease will not be construed as a waiver of such terms and conditions, but the same will continue in full force and effect. Waiver by the DISTRICT will be deemed to be made only if set forth in writing and signed by both the DISTRICT and DRP.

39. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the Property is held by the DISTRICT. DRP will not do or permit anything that purports to create a lien or encumbrance of any nature against the Property including, but not limited to, mortgages or construction liens against the Property or against any interest of the DISTRICT therein.

40. **CONDITION OF PROPERTY:** This Lease is made by the DISTRICT without representations or warranties of any kind. The DISTRICT assumes no liability or obligation to DRP with reference to the condition of the Property or the suitability of the Property for any improvements. The Property is hereby leased by the DISTRICT to DRP in an "as is" condition, with the DISTRICT assuming no responsibility for the care, repair, maintenance or improvement of the Property for the benefit of DRP except as provided for herein.

41. **CONDITIONS AND COVENANTS:** The provisions of this Lease will be deemed covenants running with the land included in the Property and construed to be "conditions"

as well as "covenants" as though the words specifically expressing or imparting conditions and covenants were used in each separate provision.

42. **NON-WAIVER OF REGULATORY AUTHORITY:** Nothing contained in this Lease will be construed as a waiver of or contract with respect to the regulatory and permitting authority of the DISTRICT as it now or hereafter exists under applicable laws, rules, and regulations.

43. **ENTIRE UNDERSTANDING:** This Lease sets forth the entire understanding between the Parties and may only be amended with the prior written approval of all Parties.

44. **ORIGINALS:** This Lease is executed in two (2) originals, each of which will be considered an original for all purposes.

[The Rest of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto, or their lawful representatives, enter into this Lease Agreement on the day and year set forth in the first paragraph, above.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Witness

By: _____
Name: Mark Taylor, Chairman

Printed Name of Witness

Witness

By: _____
Name: Joel Schleicher, Secretary

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 201__ by Mark Taylor, Chair and Joel Schleicher, Secretary respectively, of the Governing Board of the Southwest Florida Water Management District who are both personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number: _____

Commission Expires: _____

Approved as to Form
and Legality

By: _____
Office of General Counsel

APPROVED BY:	INITIALS	DATE
Attorney	_____	_____
LND Manager	_____	_____
Asst. Bureau Chief	_____	_____
Bureau Chief	_____	_____
Division Director	_____	_____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, DIVISION
OF RECREATION AND PARKS

By: _____

Steven A. Cutshaw
Environmental Administrator
Office of Park Planning

Diane Martin

Witness

DIANE MARTIN

Printed name of Witness

Gemechu Debbu

Witness

GE MECHU DEBBU

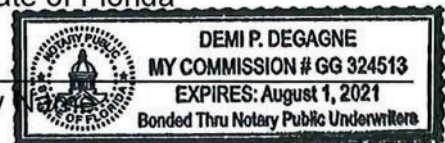
Printed name of Witness

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22nd day of October 2019, by Steven A. Cutshaw, Environmental Administrator, Office of Park Planning, Division of Recreation and Parks, Department of Environmental Protection. He is personally known to me.

Demi P. Degagne
Notary Public, State of Florida

Print/Type Notary



Commission Number: _____
Commission Expires: _____

Approved as to form and legality:

Mohamed Gault
DEP Attorney

Exhibit "A"

Lease Agreement with FDEP for State Park – SWF Parcel No. 19-593-108X

Legal Description Parcel 19-593-103 (Conservation Land Group LLC)

TO INCLUDE THE FOLLOWING DESCRIBED PARCELS A,B,C,D AND CEMETERY PARCEL:

PARCEL A

A PARCEL OF LAND LYING WITHIN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30 TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°17'17" WEST A DISTANCE OF 1018.35 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, NORTH 88°40'15" EAST A DISTANCE OF 1295.13 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE NORTH 00°22'25" WEST A DISTANCE OF 371.74 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 6 COURSES: 1) THENCE NORTH 89°52'58" WEST A DISTANCE OF 17.81 FEET; 2) THENCE NORTH 00°00'41" EAST A DISTANCE OF 30.01 FEET; 3) THENCE NORTH 26°29'05" WEST A DISTANCE OF 111.80 FEET; 4) THENCE NORTH 00°05'07" EAST A DISTANCE OF 135.01 FEET; 5) THENCE NORTH 44°56'20" WEST A DISTANCE OF 368.57 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 336.48 FEET; 6) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 50°40'45", AN ARC LENGTH OF 297.62 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°34'18" WEST, 288.01 FEET TO THE SOUTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD, SAME ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, SOUTH 88°35'55" WEST A DISTANCE OF 300.94 FEET TO THE WEST LINE OF SAID CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153; THENCE ALONG SAID WEST LINE, NORTH 00°24'59" WEST A DISTANCE OF 96.22 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE WESTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 1100 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF NORTH 88°36'15" WEST A DISTANCE OF 1096.49 FEET; THENCE LEAVING THE SAID ORDINARY HIGH WATER LINE, SOUTH 24°23'44" EAST, 512.19 FEET; THENCE SOUTH 19°10'50" WEST A DISTANCE OF 278.03 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 222.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 32°45'48", AN ARC LENGTH OF 126.95 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 35°33'44" WEST, 125.23 FEET; THENCE SOUTH 51°56'38" WEST A DISTANCE OF 91.36 FEET; THENCE SOUTH 56° 39' 00" WEST A DISTANCE OF 217.73 FEET; THENCE SOUTH 56°28'59" WEST A DISTANCE OF 132.56 FEET; THENCE SOUTH 49° 01' 54" WEST A

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DISTANCE OF 52.45 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 49°01'59", AN ARC LENGTH OF 273.85 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 24° 30' 55" WEST, 265.57 FEET; THENCE SOUTH 00°06'27" EAST A DISTANCE OF 113.79 FEET; THENCE NORTH 89°48'51" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°52'02" WEST A DISTANCE 277.10 FEET; THENCE SOUTH 05°41'42" WEST A DISTANCE OF 125.42 FEET; THENCE SOUTH 00°03'17" EAST A DISTANCE OF 64.31 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 134.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 64°03'09", AN ARC LENGTH OF 149.80 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 32°01'29" EAST, 142.12 FEET; THENCE SOUTH 64°02'57" EAST A DISTANCE OF 81.29 FEET; THENCE SOUTH 70°34'05" EAST A DISTANCE OF 85.04 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 216.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 59°30'48", AN ARC LENGTH OF 224.36 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 40°48'46" EAST, 214.41 FEET; THENCE SOUTH 11°19'24" EAST A DISTANCE OF 251.45 FEET TO THE SOUTH BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1449 AND A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1287.93 FEET; THENCE ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 27°54'54" AN ARC LENGTH OF 627.49 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 71°36'00" EAST, 621.31 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING CEMETERY PARCEL

A PARCEL OF LAND LYING WITHIN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°17'17" WEST A DISTANCE OF 1018.35 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, NORTH 88°40'15" EAST A DISTANCE OF 1295.13 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE NORTH 00°22'25" WEST A DISTANCE OF 371.74 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 6 COURSES: 1) THENCE NORTH 89°52'58" WEST A DISTANCE OF 17.81 FEET; 2) THENCE NORTH 00°00'41" EAST A DISTANCE OF 30.01 FEET; 3) THENCE NORTH 26°29'05" WEST A DISTANCE OF 111.80 FEET; 4) THENCE NORTH 00°05'07" EAST A DISTANCE OF 135.01 FEET; 5) THENCE NORTH 44°56'20" WEST A DISTANCE OF 368.57 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 336.48 FEET; 6) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 50°40'45", AN ARC LENGTH OF 297.62 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°34'18" WEST, 288.01 FEET TO THE SOUTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD, SAME ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN

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OFFICIAL RECORDS BOOK 445, PAGE 153 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, SOUTH 88°35'55" WEST A DISTANCE OF 300.94 FEET TO THE WEST LINE OF SAID CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153; THENCE ALONG SAID WEST LINE, NORTH 00°24'59" WEST A DISTANCE OF 96.22 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE WESTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 1100 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF NORTH 88°36'15" WEST A DISTANCE OF 1096.49 FEET; THENCE LEAVING THE SAID ORDINARY HIGH WATER LINE, SOUTH 24°23'44" EAST, 512.19 FEET; THENCE SOUTH 16°27'33" EAST A DISTANCE OF 172.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°16'23" EAST A DISTANCE OF 39.57 FEET; THENCE SOUTH 14°07'43" WEST A DISTANCE OF 83.59 FEET; THENCE NORTH 73°40'46" WEST A DISTANCE OF 38.43 FEET; THENCE NORTH 13°19'55" EAST A DISTANCE OF 83.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 71.07 ACRES.

TOGETHER WITH:

(PARCEL B)

A PARCEL OF LAND LYING WITHIN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°17'17" WEST A DISTANCE OF 1018.35 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, NORTH 88°40'15" EAST A DISTANCE OF 1295.13 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE NORTH 00°22'25" WEST A DISTANCE OF 371.74 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 6 COURSES: 1) THENCE NORTH 89°52'58" WEST A DISTANCE OF 17.81 FEET; 2) THENCE NORTH 00°00'41" EAST A DISTANCE OF 30.01 FEET; 3) THENCE NORTH 26°29'05" WEST A DISTANCE OF 111.80 FEET; 4) THENCE NORTH 00°05'07" EAST A DISTANCE OF 135.01 FEET; 5) THENCE NORTH 44°56'20" WEST A DISTANCE OF 368.57 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 336.48 FEET; 6) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 50°40'45", AN ARC LENGTH OF 297.62 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°34'18" WEST, 288.01 FEET TO THE SOUTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD, SAME ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, SOUTH 88°35'55" WEST A

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DISTANCE OF 300.94 FEET TO THE WEST LINE OF SAID CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153; THENCE ALONG SAID WEST LINE, NORTH 00°24'59" WEST A DISTANCE OF 96.22 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE NORTH 00°24'59" WEST A DISTANCE OF 3.83 FEET TO THE NORTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD; THENCE ALONG THE SAID NORTH LINE, NORTH 88°37'06" EAST A DISTANCE OF 29.07 FEET TO A POINT ON THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE CONTINUE ALONG THE SAID NORTH LINE, NORTH 88°37'06" EAST A DISTANCE OF 200.86 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 59°48'18" EAST A DISTANCE OF 199.19 FEET TO THE POINT OF BEGINNING, SAME ALSO BEING A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #3; THENCE ALONG SAID SOUTH LINE, SOUTH 59°44'47" EAST A DISTANCE OF 311.55 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE, SOUTH 58°13'20" EAST A DISTANCE OF 59.70 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE, SOUTH 00°22'25" EAST A DISTANCE OF 265.71 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE LEAVING SAID WEST RIGHT OF WAY LINE AND ALONG SAID EASTERLY BOUNDARY, NORTH 44°56'20" WEST A DISTANCE OF 360.65 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 236.48 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 52°39'16", AN ARC LENGTH OF 217.32 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 18°35'02" WEST, 209.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.44 ACRES, MORE OR LESS.

TOGETHER WITH:

(PARCEL C)

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30 TOWNSHIP 16 SOUTH, RANGE 19 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°17'17" WEST A DISTANCE OF 1018.35 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, NORTH 88°40'15" EAST A DISTANCE OF 1295.13 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE NORTH 00°22'25" WEST A DISTANCE OF 371.74 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE

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SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 6 COURSES: 1) THENCE NORTH 89°52'58" WEST A DISTANCE OF 17.81 FEET; 2) THENCE NORTH 00°00'41" EAST A DISTANCE OF 30.01 FEET; 3) THENCE NORTH 26°29'05" WEST A DISTANCE OF 111.80 FEET; 4) THENCE NORTH 00°05'07" EAST A DISTANCE OF 135.01 FEET; 5) THENCE NORTH 44°56'20" WEST A DISTANCE OF 368.57 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 336.48 FEET; 6) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 50°40'45", AN ARC LENGTH OF 297.62 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°34'18" WEST, 288.01 FEET TO THE SOUTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD, SAME ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, SOUTH 88°35'55" WEST A DISTANCE OF 300.94 FEET TO THE WEST LINE OF SAID CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153; THENCE ALONG SAID WEST LINE, NORTH 00°24'59" WEST A DISTANCE OF 96.22 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE NORTH 00°24'59" WEST A DISTANCE OF 3.83 FEET TO THE NORTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD; THENCE ALONG THE SAID NORTH LINE, NORTH 88°37'06" EAST A DISTANCE OF 29.07 FEET TO A POINT ON THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER) AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTH LINE, NORTH 88°37'06" EAST A DISTANCE OF 200.86 FEET TO THE SOUTH BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #3 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY, NORTH 59°45'47" WEST A DISTANCE OF 121.38 FEET TO A POINT ON THE SAID ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER; THENCE SOUTHWESTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 116 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF SOUTH 55°29'15" WEST A DISTANCE OF 116.43 FEET TO THE SAID NORTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD AND THE POINT OF BEGINNING.

CONTAINING 6718 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

TOGETHER WITH:

(PARCEL D)

A PARCEL OF LAND LYING WITHIN THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00°17'17" EAST A DISTANCE OF 291.65 FEET TO THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 484, FORMERLY STATE ROAD 484 AS SHOWN ON DOT MAP BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SAID NORTH RIGHT OF

Exhibit "A"

Lease Agreement with FDEP for State Park – SWF Parcel No. 19-593-108X

WAY LINE, SOUTH 87°22'17" WEST, 37.59 FEET; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, SOUTH 84°12'00" WEST, 22.02 FEET TO A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 774.66 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTH RIGHT OF WAY, A CENTRAL ANGLE OF 23°13'27", AN ARC LENGTH OF 314.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 70°16'56" WEST, 311.85 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE SOUTH 58°08'44" WEST A DISTANCE OF 119.97 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE SOUTH 56°00'31" WEST A DISTANCE OF 84.28 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE SOUTH 57°44'40" WEST A DISTANCE OF 33.02 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE SOUTH 54°58'50" WEST A DISTANCE OF 39.01 FEET; THENCE CONTINUE ALONG THE NORTHERLY RIGHT OF WAY LINE SOUTH 56°10'42" WEST A DISTANCE OF 247.88 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 30°16'04" WEST A DISTANCE OF 22.01 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 75°26'29", AN ARC LENGTH OF 90.86 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 07°27'11" EAST, 84.43 FEET; THENCE NORTH 45°10'25" EAST A DISTANCE OF 224.73 FEET; THENCE NORTH 37° 54' 45" EAST A DISTANCE OF 54.69 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 181.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 49°36'51", AN ARC LENGTH OF 156.73 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 13°06'24" EAST, 151.88 FEET; THENCE NORTH 11° 41' 57" WEST A DISTANCE OF 52.58 FEET TO THE SOUTH BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449 AND A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1287.93 FEET; THENCE ALONG SAID SOUTH BOUNDARY AND THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 00°53'29", AN ARC LENGTH OF 20.04 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 58°05'17" WEST, 20.03 FEET; THENCE NORTH 11°19'24" WEST A DISTANCE OF 251.45 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 216.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 59°30'48", AN ARC LENGTH OF 224.36 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 40°48'46" WEST, 214.41 FEET; THENCE NORTH 70°34'05" WEST A DISTANCE OF 85.04 FEET; THENCE NORTH 64°02'57" WEST A DISTANCE OF 81.29 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 64°03'09", AN ARC LENGTH OF 149.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 32°01'29" WEST, 142.12 FEET; THENCE NORTH 00°03'17" WEST A DISTANCE OF 64.31 FEET; THENCE NORTH 05°41'42" EAST A DISTANCE OF 125.42 FEET; THENCE NORTH 01°52'02" EAST A DISTANCE OF 277.10 FEET; THENCE SOUTH 89°48'51" WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'27" WEST A DISTANCE OF 113.98 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 49°01'59", AN ARC LENGTH OF 325.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24°30'55" EAST, 315.37 FEET; THENCE NORTH 49°01'54" EAST A DISTANCE OF 56.36 FEET; THENCE NORTH 56°28' 59" EAST A DISTANCE OF 145.02 FEET; THENCE NORTH 25°24'32" WEST A DISTANCE OF 809.74 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE SOUTHEASTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 1310 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF SOUTH 62°45'18" WEST A DISTANCE OF 1303.59 FEET TO THE WEST BOUNDARY OF THOSE LANDS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 4812, PAGE 1449; THENCE LEAVING SAID ORDINARY HIGH WATER LINE AND ALONG SAID BOUNDARY THE

Exhibit "A"

Lease Agreement with FDEP for State Park – SWF Parcel No. 19-593-108X

FOLLOWING 43 COURSES; 1) SOUTH 37°21'41" EAST, 46.71 FEET TO A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1432.39 FEET; 2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, A CENTRAL ANGLE OF 01°25'09", AN ARC LENGTH OF 35.48 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 62°52'46" EAST, 35.48 FEET; 3) SOUTH 26°24'39" EAST A DISTANCE OF 40.00 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 1392.39 FEET; 4) ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 33°26'58", AN ARC LENGTH OF 812.88 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 46°51'55" WEST, 801.39 FEET; 5) SOUTH 60° 00' 27" EAST, 41.15 FEET; 6) SOUTH 09° 03' 11" EAST, 63.17 FEET; 7) SOUTH 36° 24' 47" EAST, 26.79 FEET; 8) SOUTH 22° 19' 44" EAST, 56.34 FEET; 9) SOUTH 59° 44' 13" EAST, 27.60 FEET; 10) SOUTH 30° 35' 58" EAST, 22.78 FEET; 11) SOUTH 31° 13' 07" EAST, 35.87 FEET; 12) SOUTH 81° 43' 29" EAST, 36.73 FEET; 13) NORTH 76° 15' 44" EAST, 69.40 FEET; 14) NORTH 06° 45' 21" EAST, 52.56 FEET; 15) NORTH 56° 50' 07" EAST, 67.57 FEET; 16) NORTH 22° 51' 27" EAST, 34.91 FEET; 17) NORTH 70° 35' 38" EAST, 55.33 FEET; 18) SOUTH 61° 12' 27" EAST, 26.96 FEET; 19) SOUTH 01° 42' 05" EAST, 25.11 FEET; 20) SOUTH 65° 37' 33" EAST, 50.18 FEET; 21) NORTH 82° 16' 09" EAST, 47.53 FEET; 22) NORTH 22° 39' 44" EAST, 19.90 FEET; 23) SOUTH 81° 59' 21" EAST, 7.38 FEET; 24) SOUTH 09° 45' 58" EAST, 42.47 FEET; 25) NORTH 79° 46' 32" EAST, 20.06 FEET; 26) NORTH 04° 27' 30" EAST, 64.90 FEET; 27) SOUTH 78° 54' 17" EAST, 23.47 FEET; 28) SOUTH 89° 31' 45" EAST, 23.75 FEET; 29) NORTH 55° 29' 30" EAST, 22.49 FEET; 30) NORTH 48° 37' 16" EAST, 40.38 FEET; 31) SOUTH 18° 53' 15" EAST, 24.74 FEET; 32) NORTH 38° 08' 21" EAST, 37.66 FEET; 33) NORTH 14° 41' 42" EAST, 34.59 FEET; 34) SOUTH 88° 00' 37" EAST, 55.58 FEET; 35) SOUTH 23° 38' 44" W, 41.16 FEET; 36) SOUTH 88° 48' 59" EAST, 81.96 FEET; 37) SOUTH 80° 37' 38" EAST, 109.07 FEET; 38) SOUTH 85° 28' 20" EAST, 73.78 FEET; 39) NORTH 73° 54' 45" EAST, 73.55 FEET; 40) NORTH 52° 15' 54" EAST, 88.93 FEET; 41) SOUTH 83° 36' 28" EAST, 71.97 FEET; 42) SOUTH 55° 36' 51" EAST, 60.42 FEET; 43) SOUTH 77° 50' 19" EAST, 60.98 FEET; THENCE NORTH 89°48'51" EAST A DISTANCE OF 183.25 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25; THENCE NORTH 89°48'51" EAST A DISTANCE OF 243.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.39 ACRES

PARCEL NO. 19-593-103 COMPRISED OF PARCELS A, B, C, AND D CONTAINING A TOTAL OF 107.05 ACRES.

TOGETHER WITH:

(THE BLUE RUN CEMETARY PARCEL)

A PARCEL OF LAND LYING WITHIN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LAND DESCRIBED IN OFFICIAL RECORD BOOK 4812, PAGE 1449, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00°17'17" WEST A DISTANCE OF 1018.35 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE, NORTH 88°40'15" EAST A

Exhibit "A"

Lease Agreement with FDEP for State Park – SWF Parcel No. 19-593-108X

DISTANCE OF 1295.13 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE NORTH 00°22'25" WEST A DISTANCE OF 371.74 FEET TO THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN CIVIL RECORDS BOOK 16, PAGE 400 COMPONENT #1 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID PARCEL THE FOLLOWING 6 COURSES: 1) THENCE NORTH 89°52'58" WEST A DISTANCE OF 17.81 FEET; 2) THENCE NORTH 00°00'41" EAST A DISTANCE OF 30.01 FEET; 3) THENCE NORTH 26°29'05" WEST A DISTANCE OF 111.80 FEET; 4) THENCE NORTH 00°05'07" EAST A DISTANCE OF 135.01 FEET; 5) THENCE NORTH 44°56'20" WEST A DISTANCE OF 368.57 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 336.48 FEET; 6) THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 50°40'45", AN ARC LENGTH OF 297.62 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 19°34'18" WEST, 288.01 FEET TO THE SOUTH LINE OF THE ABANDONED SEABOARD COAST LINE RAILROAD, SAME ALSO BEING THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, SOUTH 88°35'55" WEST A DISTANCE OF 300.94 FEET TO THE WEST LINE OF SAID CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 445, PAGE 153; THENCE ALONG SAID WEST LINE, NORTH 00°24'59" WEST A DISTANCE OF 96.22 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE WESTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 1100 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF NORTH 88°36'15" WEST A DISTANCE OF 1096.49 FEET; THENCE LEAVING THE SAID ORDINARY HIGH WATER LINE, SOUTH 24°23'44" EAST, 512.19 FEET; THENCE SOUTH 16°27'33" EAST A DISTANCE OF 172.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 74°16'23" EAST A DISTANCE OF 39.57 FEET; THENCE SOUTH 14°07'43" WEST A DISTANCE OF 83.59 FEET; THENCE NORTH 73°40'46" WEST A DISTANCE OF 38.43 FEET; THENCE NORTH 13°19'55" EAST A DISTANCE OF 83.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,250 SQUARE FEET OR 0.07 ACRES MORE OR LESS

Approved for use by the Survey Section 08-25-2017, W.O. 17-079.

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Exhibit "B"

Prepared by and return to:

Mark A. Ebelini, Esq.
Knott Ebelini Hart
1625 Hendry Street Third Floor
Fort Myers, FL 33901
239-334-2722

File Number: Conservation Land Group

[Space Above This Line For Recording Data]

EASEMENT AGREEMENT

This Easement Agreement is made this 29th day of June, 2017 by and between **Conservation Land Group, L.L.C.**, a Florida limited liability company (hereinafter referred to as "Conservation Land Group"), having a mailing address of 16190 Sunset Pines Circle, Boca Grande FL 33921, and **Southwest Florida Water Management District**, a public corporation, having an address of 2379 Broad Street, Brooksville FL 34604-6899, hereinafter referred to as "District."

WHEREAS, the District has acquired approximately 112 acres of land in Marion County, Florida from Conservation Land Group and Rainbow River Ranch, LLC, depicted and legally described in the survey and legal description attached hereto as **Exhibit A**; and

WHEREAS, part of the above-referenced approximately 112 acres described in **Exhibit A** (the "Westerly Parcel") is located to the west of a sixty-foot-wide private right-of-way owned by Conservation Land Group, and that westerly parcel is not accessible by the District from the property that it acquired to the east of the private right-of-way (the "Easterly Parcel"); and

WHEREAS, as part of the aforesaid transaction, Conservation Land Group agreed to convey a non-exclusive access and utility easement to the District over a portion of the sixty-foot-wide private right-of-way, as depicted and legally described in the survey and legal description attached hereto as **Exhibit B** (the "Easement Area") for the purpose of allowing the District access for ingress, egress and utilities from the Easterly Parcel to the Westerly Parcel; and

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
CFN# 2017060969 BK 6605 Pgs 0465-0472 07/05/2017 01:59:17 PM
REC FEE 69.50 INDEX

WHEREAS, the parties by this Easement Agreement, wish to establish their respective rights and obligations with respect to the Easement Area for themselves, their successors and assigns.

NOW THEREFORE, pursuant to the terms of the transaction, and in further consideration of the mutual covenants, terms and conditions contained herein each to the other, the parties hereto agree as follows:

1. **Recitals and Incorporation.** The foregoing recitals are true and correct and incorporated by reference herein and made a part hereof.
2. **Grant of Ingress/Egress and Utility Easement.**
 - a) Conservation Land Group hereby conveys to the District an Easement (the "Easement") over the Easement Area to allow the District to create no more than two crossings (the Crossings"), at any one time, perpendicular (east to west) to the course of the private right of way in the Easement Area at the Crossing to allow ingress and, egress between the Easterly Parcel and the Westerly Parcel. The Crossings shall each be limited to 20 feet in width each. The Crossings may be gated at either end at the option and expense of the District, as long as the gates do not impede or curtail passage by Conservation Land Group over the private right of way within the Easement Area. Any Crossing located within the northerly 300 feet of the Easement Area will be gated and locked when not in use by the District. This Easement limits the District's use of any the portion of the Easement Area outside the Crossings to the installation of underground or overhead utilities that may be located perpendicular (east to west) to the course of the private right-of-way within the Easement Area. The District may improve the surface of the land within the width of any Crossing for ingress and egress and utilities, but may not place or construct any above-ground structures in the Crossings or anywhere within the Easement Area, and may not store or park vehicles, machinery, trailers or any other property in Crossings or anywhere

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

within the Easement Area. The District may not otherwise restrict or impair Conservation Land Group's use of the Easement Area for any purposes not inconsistent with the District's Easement. Conservation Land Group may, but shall have no obligation to, maintain or improve the Easement Area, but may not create any barriers to use of the Crossings by the District stated in this Easement Agreement.

- b) The District shall have the right to relocate the Crossings within the Easement Area, at its expense, provided that the Crossings, as relocated, will serve the same purposes and contain the same restrictions as set forth in this Easement Agreement. Any relocation shall be at the sole expense of the District, and with prior written notice to Conservation Land Group or its successors or assigns to ownership of the Easement Area.
- c) The District will no longer use any previous Crossing after its relocation, including removing any improvements installed in connection with the previous Crossing, prior to commencing use of a new Crossing. The District will replace any fencing or other improvements impacted by the District's use of the Easement Area to the same condition and of the same material as existed before such use.

3. The Easement conveyed by Conservation Land Group to the District by this Easement Agreement is appurtenant only to the District's land described **Exhibit A**.

4. The Crossings shall not be dedicated as a right-of-way by the District to any public body or utility, and shall be used for District purposes, which may include access between the Easterly Parcel and the Westerly Parcel by the general public, or utility companies installing or maintaining any utilities installed by or for the District to serve either the Easterly Parcel or the Westerly Parcel. Access between the Easterly Parcel and the Westerly Parcel by the general public will be limited to a Crossing located within the southerly 300 feet of the Easement Area. If any utility companies require the execution of any instruments for the installation and maintenance of any utilities the District seeks to have installed to serve the Easterly Parcel or the Westerly Parcel, Conservation Land Group will execute, or consent to the execution of such

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

instruments, provided that any easement or other interest granted by either the District or Conservation Land Group shall be subordinate to the terms of this Easement Agreement.

5. The District agrees that this Easement Agreement provides sufficient legal access between the Easterly Parcel and the Westerly Parcel, and the District releases any disclaims any other right or claim to any implied or common law easement over any other land owned by either Conservation Land Group or Rainbow River Ranch, LLC for access between the Easterly Parcel and the Westerly Parcel.

6. If any party to this Easement Agreement files a legal action to enforce or interpret any provision of this Easement Agreement, the prevailing party shall be entitled to recover of its attorneys' fees and costs from the non-prevailing party.

7. No waiver of any breach of this Easement Agreement shall be construed as or constitute a waiver of any other breach or waiver, or acquiescence in, or consent to, any other further or succeeding breach.

8. This Easement Agreement shall run with the District's land described in **Exhibit A**, and the covenants and conditions herein shall inure to the benefit of and be binding upon the parties hereto, and their successors in interest to the Easement Area and the District's land described in **Exhibit A**, respectively.

9. The District shall indemnify and hold harmless Conservation Land Group, its respective successors, heirs, transferees and assigns against any and all claim, loss, liability, expense and damage including reasonable attorneys' fees and litigation costs, caused or incurred, in whole or in part, as a result of any negligent action or omission by the District, or anyone for whose acts or omissions the District may be liable as a result of the District's use of the Easement provided. Nothing contained herein shall constitute a waiver of the District's sovereign immunity under Section 768.28, Florida Statutes (F.S.), or to extend the limits of liability or recovery under Section 768.28, F.S.

10. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

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

Witnesses:

Frances Saunders
Signature of Witness #1

Frances Saunders
Printed name of Witness #1

Amanda Dewart
Signature of Witness #2

Amanda Dewart
Printed name of Witness #2

Conservation Land Group, LLC

Gerald S. Dodd
Gerald S. Dodd, Manager

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 6/29/17 by Gerald S. Dodd, Manager of Conservation Land Group, LLC, a Florida Limited Liability Company, on behalf of the LLC. He is personally known to me _____ or has produced Drivers license as identification.



Elizabeth Whiting
Signed

Elizabeth Whiting
Printed
NOTARY PUBLIC

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

(Seal)

Southwest Florida Water Management District

By: 

Randall S. Maggard, Chair

Attest: 

Bryan K. Beswick, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 29th day of 2017, by Randall S. Maggard, Chair, and Bryan K. Beswick, Secretary, of the Southwest Florida Water Management District who are personally known to me.


Signed

STEVEN E. BLASCHKA

Printed

NOTARY PUBLIC

My Commission Expires: 10-9-17



STEVEN E. BLASCHKA
MY COMMISSION # FF 054547
EXPIRES: October 9, 2017
Bonded Thru Budget Notary Services

Easement Agreement
Parcel Name: Rainbow River Ranch
SWF Parcel No.: 19-593-106P

6

DAVID R ELLSPERMANN MARION COUNTY FL

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Order: 5-31-18

Doc: FLMARI:6605-00465

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Requested By: pzoumberos, Printed: 5/31/2018 3:42 PM

Packet Pg. 82

Attachment: RainbowLeaseAgreement-Exhibits MinTrac REV (4765 : 15.Lease Agreement with FDEPDRP - Rainbow River)

Double Click here to make changes to the header.
You cannot make changes to the Legal Description Area.

Legal Description Parcel 19-593-105C (Conservation Land Group LLC)

(PARCEL E)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1449 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING WITHIN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00°17'17" EAST A DISTANCE OF 301.06 FEET TO THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 484, FORMERLY STATE ROAD 484 AS SHOWN ON DOT MAP BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 987.93 FEET; THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT AND SAID NORTH RIGHT OF WAY, A CENTRAL ANGLE OF 28°17'15", AN ARC LENGTH OF 487.75 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 70°06'25" WEST, 482.81 FEET; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 56° 01' 55" WEST A DISTANCE OF 404.48 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 30°16'04" WEST A DISTANCE OF 24.44 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 75°26'29", AN ARC LENGTH OF 90.86 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 07°27'11" EAST, 84.43 FEET; THENCE NORTH 45°10'25" EAST A DISTANCE OF 224.73 FEET; THENCE NORTH 37° 54' 45" EAST A DISTANCE OF 54.69 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 181.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 49°36'51", AN ARC LENGTH OF 156.73 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 13°06'24" EAST, 151.88 FEET; THENCE NORTH 11° 41' 57" WEST A DISTANCE OF 52.58 FEET TO THE SOUTH BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1449 AND A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1287.93 FEET; THENCE ALONG SAID SOUTH BOUNDARY AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 00°53'29", AN ARC LENGTH OF 20.04 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 58°05'17" WEST, 20.03 FEET; THENCE NORTH 11°19'24" WEST A DISTANCE OF 251.45 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 216.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 59°30'48", AN ARC LENGTH OF 224.36 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 40°48'46" WEST, 214.41 FEET; THENCE NORTH 70°34'05" WEST A DISTANCE OF 85.04 FEET; THENCE NORTH 64°02'57" WEST A DISTANCE OF 81.29 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 64°03'09", AN ARC LENGTH OF 149.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 32°01'29" WEST, 142.12 FEET; THENCE NORTH 00°03'17" WEST A DISTANCE OF 64.31 FEET; THENCE NORTH 05°41'42" EAST A DISTANCE OF 125.42 FEET; THENCE NORTH 01°52'02" EAST A DISTANCE OF 277.10 FEET; THENCE SOUTH 89°48'51" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'51" WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 00°06'27" WEST A DISTANCE OF 113.98 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A

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DAVID R ELLSPERMANN MARION COUNTY FL

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Requested By: pzoumberos, Printed: 5/31/2018 3:42 PM

Attachment: RainbowLeaseAgreement-Exhibits MinTrac REV (4765 : 15.Lease Agreement with FDEPDRP - Rainbow River)

Packet Pg. 83

Double Click here to make changes to the header.
You cannot make changes to the Legal Description Area.

CENTRAL ANGLE OF 49°01'59", AN ARC LENGTH OF 325.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24°30'55" EAST, 315.37 FEET; THENCE NORTH 49°01'54" EAST A DISTANCE OF 56.36 FEET; THENCE NORTH 56°28' 59" EAST A DISTANCE OF 145.02 FEET; THENCE SOUTH 25°24'32" EAST A DISTANCE OF 60.61 FEET; THENCE SOUTH 56°28'55" WEST A DISTANCE OF 132.56 FEET; THENCE SOUTH 49°01'54" WEST A DISTANCE OF 52.45 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 49°01'59", AN ARC LENGTH OF 273.85 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 24°30'55" WEST, 265.57 FEET; THENCE SOUTH 00°06'27" EAST A DISTANCE 113.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES.

Approved for use by the Survey Section 06-22-2017, W.O. 17-079.

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DAVID R ELLSPERMANN MARION COUNTY FL

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Requested By: pzoumberos, Printed: 5/31/2018 3:42 PM

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Attachment: RainbowLeaseAgreement-Exhibits MinTrac REV (4765 : 15.Lease Agreement with FDEPDRP - Rainbow River)

Lease Agreement between Southwest Florida Water Management District and Florida Department of Environmental Protection, Division of Parks and Recreation for Rainbow River Ranch - Lease Number 19-593-108X

EXHIBIT "C"

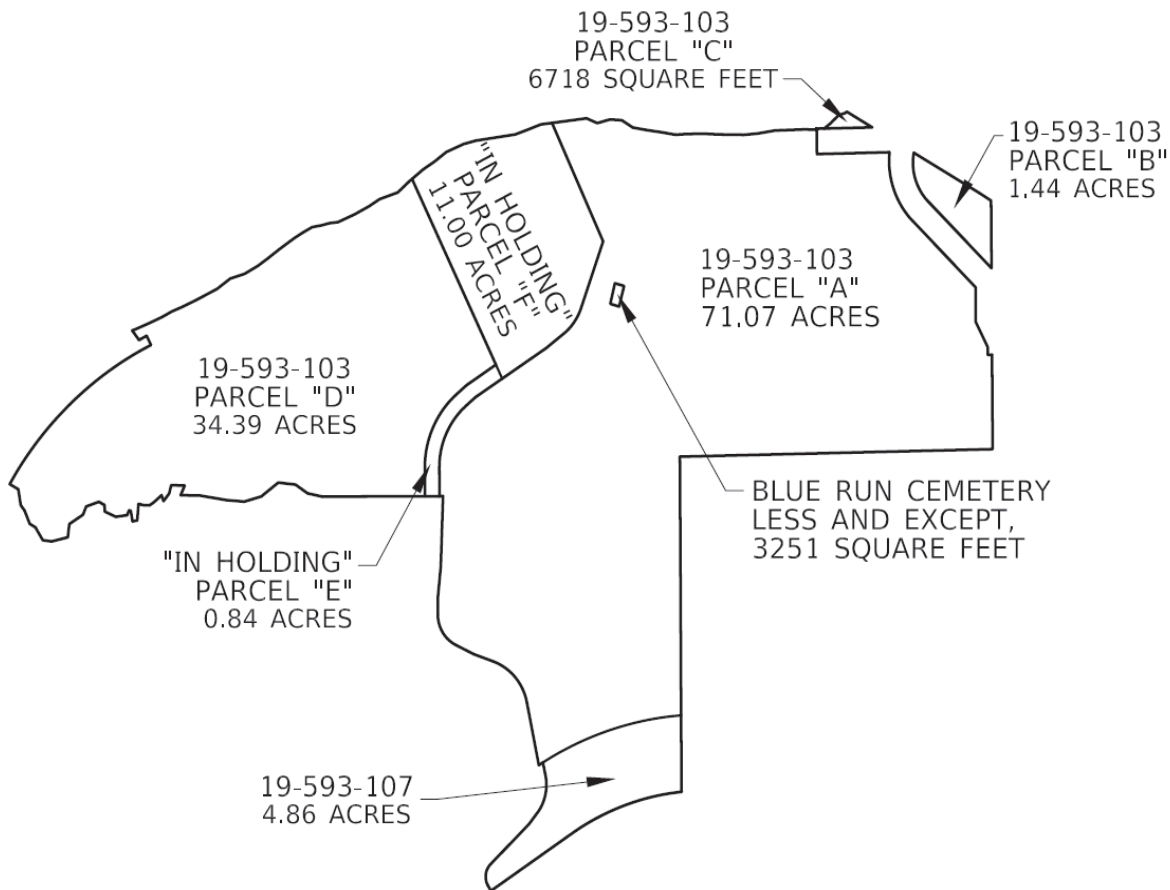


Exhibit "D"

Prepared by return to:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604-6899
Attn. Operations and Land Management Bureau

RESTRICTIVE COVENANT

This Restrictive Covenant, made and entered into this 28th day of June 2017, by and between Conservation Land Group, LLC, a Florida limited liability company, whose address is P.O. Box 1822, Boca Grande, FL 33921, hereinafter referred to as "Grantor", and the Southwest Florida Water Management District, a public corporation, having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as "Grantee", collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Marion County, Florida, more particularly described in Exhibit "A" attached hereto hereinafter referred to as the "Residence Property," and

WHEREAS, Grantor has conveyed to Grantee approximately 112 acres of land and, as further consideration of that conveyance, agreed to a restrictive covenant on the Residence Property not conveyed, it being the intent of the parties to prohibit certain activity on the Residence Property as defined herein; and

WHEREAS, Grantee is a public entity authorized to hold restrictive covenants and conservation easements to further the preservation and protection of land in its natural, scenic, historical, agricultural, forested, or open space condition in accordance with Section 704.06, Florida Statutes (Fla. Stat.).

NOW THEREFORE, in further consideration of the conveyance and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including but not limited to the above and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency of which is acknowledged, Grantor hereby voluntarily grants and conveys to Grantee a Restrictive Covenant in perpetuity over the Residence Property of the nature and character and to the extent hereinafter set forth.

ARTICLE I. INCORPORATION OF RECITALS

The foregoing recitals are as true and correct and incorporated herein by reference.

ARTICLE II. DURATION OF RESTRICTION; SECTION 704.06(4), FLA. STAT.

This Restrictive Covenant on the Residence Property is perpetual, and is in the nature of a negative easement, running with the title to the Residence Property or any part of the Residence Property, and is enforceable by Grantee against Grantor, and its personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C
Page 1 of 8

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This Restrictive Covenant shall also be governed by the provisions of Section 704.06(4), Fla. Stat. 2017.

ARTICLE III. PURPOSE OF RESTRICTIVE COVENANT

It is the purpose of this Restrictive Covenant to limit certain activity on the Residence Property as set forth herein.

ARTICLE IV. RIGHTS GRANTED TO THE GRANTEE

To accomplish the purposes of this Restrictive Covenant, Grantee shall have the right to enforce this Restrictive Covenant in perpetuity.

ARTICLE V. PROHIBITED ACTIVITY

The following activity is hereby prohibited and restricted on the Residence Property:

A. Subdivision of the Residence Property is limited to one division, with each resulting lot having not less than 5 acres.

After any such subdivision each resulting lot shall remain subject to this restrictive covenant. Grantor shall provide written notice to Grantee not less than 30 days prior to subdividing the Residence Property together with copy of any surveys or plats of the proposed subdivision. Any subdivision or conveyance of the Residence Property that is inconsistent with this Restrictive Covenant shall be null and void and of no legal force or effect.

B. Grantor may construct one additional single family residence and associated improvements on the Residence Property. "Associated Improvements" means such other buildings, structures, living quarters, recreational facilities, and improvements as are customarily appurtenant to comparable residential dwellings in the vicinity of the Residence Property, including but not limited to garages, barns, stables, paddocks, run-in sheds, storage sheds, swimming pools, tennis courts, guest quarters, energy generation or transmission facilities and utilities including electric, solar, water, and septic systems, leach fields, telecommunication receiving and transmittal devices, docks, gazebos, bird homes and nesting areas, water pipelines, and other buildings and facilities for all residential uses.

ARTICLE VI. PROTECTIVE BUFFER

There shall be a Protective Buffer along the riverfront of the Residence Property. The Protective Buffer area shall be measured landward 100 feet from the Ordinary high water line or to the landward extent of the existing railroad berm, whichever distance is greater. The Protective Buffer use restrictions are set forth in Exhibit B attached hereto and incorporated herein by this reference.

ARTICLE VII. GRANTOR'S RESERVED RIGHTS

Grantor reserves to itself and its successors, guests, or invitees, and assigns, the right to use the Residence Property in any manner not inconsistent with this Restrictive Covenant and in full accordance with all applicable local, state and federal laws, as amended from time to time.

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C
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ARTICLE VIII. MISCELLANEOUS TERMS

A. **Recordation.** Grantor shall record this Restrictive Covenant and any amendments thereto in a timely fashion in the Official Records of Marion County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Restrictive Covenant in the public records.

B. **Ad Valorem Taxes.** Grantor agrees to make timely payment of all ad valorem taxes on the Residence Property. In each tax year, Grantor shall provide Grantee written proof of payment of taxes on the Residence Property on or before the date such taxes would be considered delinquent.

C. **Indemnification.** In any suit brought to enforce the terms of this Restrictive Covenant, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees and costs, including attorney's fees and costs on appeal. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity under Section 768.28, Fla. Stat. or extend Grantee's liability beyond the limits established by Section 768.28, Fla. Stat.

D. **Public Access.** No right of access to any portion of the Residence Property is conveyed by this Restrictive Covenant.

E. **Notice of Violation.** If the terms and conditions of this Restrictive Covenant are violated, Grantor shall give written notice to the Grantee, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cure the violation within fifteen (15) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law. Venue for such suit shall be in the Circuit Court in and for Marion County, Florida. As a condition precedent for filing of any lawsuit, the Parties shall perform the mediation process immediately stated below.

F. **Mediation.** The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Restrictive Covenant promptly by confidential mediation before resorting to litigation.

G. **Notices.** Any notice, demand or request which may be or is required, or to be given under this Restrictive Covenant shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to Grantor or to Grantee at the addresses first set forth above.

H. **Forbearance Not a Waiver.** Any forbearance by Grantee to exercise its rights under this Restrictive Covenant in the event of any violation of this Restrictive Covenant shall not be deemed or construed to be a waiver by Grantee of such violation or another violation of this Restrictive Covenant or of any of Grantee's rights under this Restrictive Covenant. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

I. **Severability; Liberal Construction.** If any provision of this Restrictive Covenant or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Restrictive Covenant shall not be affected thereby. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C
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DAVID R ELLSPERMANN MARION COUNTY FL

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purposes of this Restrictive Covenant shall be favored over any interpretation that would be inconsistent therewith.

J. **Entire Agreement.** This Restrictive Covenant, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified. If any terms or provisions of this Restrictive Covenant are determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Restrictive Covenant shall be construed as being in full force and effect.

K. **Assignment Limitations.** Grantee shall not assign its interest in this Restrictive Covenant except to the State of Florida, the successor in interest to the Grantee or a political subdivision of the State of Florida, without first obtaining the prior written consent of the Grantor, which may be withheld by Grantor in its sole discretion. Any assignment without such consent shall be void and have no effect. If Grantee shall cease to exist or cease to be authorized to hold conservation easements under Florida law, then Grantee's rights and obligations under this Restrictive Covenant shall immediately become vested in the State of Florida.

L. **Successors; Benefits and Burdens.** This Restrictive Covenant shall be binding upon and inure to the Parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Residence Property.

M. **Representation of Authority.** Each signatory to this Restrictive Covenant represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Restrictive Covenant and to legally bind the party he or she represents.

N. **Effective Date.** This Restrictive Covenant and the restrictions arising hereunder shall be effective after all signatures required by law have been affixed hereto and the Restrictive Covenant has been recorded in the official records of Marion County, Florida.

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

IN WITNESS WHEREOF Grantor has caused this Restrictive Covenant to be executed the day and year first above written.


Signature of witness

Frances Saunders
Printed name of witness


Signature of witness

Amanda Dewart
Printed name of witness

Conservation Land Group, LLC


Gerald S. Dodd, Manager

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C
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STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 6/28/17 by Gerald S. Dodd, Manager of Conservation Land Group, LLC, a Florida Limited Liability Company, on behalf of the LLC. He is personally known to me _____ or has produced Drivers license as identification.

WITNESS my hand and official seal this 28 day of June, 2017.



Elizabeth Whiting
Signed

Elizabeth Whiting
Printed
NOTARY PUBLIC
My Commission Expires:

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C
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Attachment: RainbowLeaseAgreement-Exhibits MinTrac REV (4765 : 15.Lease Agreement with FDEPDRP - Rainbow River)

EXHIBIT A

RESIDENCE PROPERTY LEGAL DESCRIPTION

Legal Description Parcel 19-593-105C (In-Holding)

(PARCEL F)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1449 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, LYING WITHIN SECTION 25, TOWNSHIP 16 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, NORTH 00°17'17" WEST A DISTANCE OF 329.26 FEET; THENCE LEAVING THE SAID EAST LINE, SOUTH 89°42'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF S.W. 190TH AVENUE; THENCE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 00°17'17" EAST A DISTANCE OF 301.06 FEET TO THE NORTHERLY RIGHT OF WAY OF COUNTY ROAD 484, FORMERLY STATE ROAD 484 AS SHOWN ON DOT MAP BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 987.93 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID NORTH RIGHT OF WAY, A CENTRAL ANGLE OF 28°17'15", AN ARC LENGTH OF 487.75 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 70°06'25" WEST, 482.81 FEET; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 56° 01' 55" WEST A DISTANCE OF 404.48 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 30°16'04" WEST A DISTANCE OF 24.44 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 75°26'29", AN ARC LENGTH OF 90.86 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 07°27'11" EAST, 84.43 FEET; THENCE NORTH 45°10'25" EAST A DISTANCE OF 224.73 FEET; THENCE NORTH 37° 54' 45" EAST A DISTANCE OF 54.69 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 181.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 49°36'51", AN ARC LENGTH OF 156.73 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 13°06'24" EAST, 151.88 FEET; THENCE NORTH 11° 41' 57" WEST A DISTANCE OF 52.58 FEET TO THE SOUTH BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4812, PAGE 1449 AND A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1287.93 FEET; THENCE ALONG SAID SOUTH BOUNDARY AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, A CENTRAL ANGLE OF 00°53'29", AN ARC LENGTH OF 20.04 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 58°05'17" WEST, 20.03 FEET; THENCE NORTH 11°19'24" WEST A DISTANCE OF 251.45 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 216.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A CENTRAL ANGLE OF 59°30'48", AN ARC LENGTH OF 224.36 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 40°48'46" WEST, 214.41 FEET; THENCE NORTH 70°34'05" WEST A DISTANCE OF 85.04 FEET; THENCE NORTH 64°02'57" WEST A DISTANCE OF 81.29 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 134.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 64°03'09", AN ARC LENGTH OF 149.80 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 32°01'29" WEST, 142.12 FEET; THENCE NORTH 00°03'17" WEST A DISTANCE OF 64.31 FEET; THENCE NORTH 05°41'42" EAST A DISTANCE OF 125.42 FEET; THENCE NORTH 01°52'02" EAST A DISTANCE OF 277.10 FEET; THENCE SOUTH 89°48'51" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH

RESTRICTIVE COVENANT OF SWF PARCEL NO. 19-593-105C

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Attachment: RainbowLeaseAgreement-Exhibits MinTrac REV (4765 : 15.Lease Agreement with FDEPDRP - Rainbow River)

00°06'27" WEST A DISTANCE OF 113.98 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 49°01'59", AN ARC LENGTH OF 325.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 24°30'55" EAST, 315.37 FEET; THENCE NORTH 49°01'54" EAST A DISTANCE OF 56.36 FEET; THENCE NORTH 56°28' 59" EAST A DISTANCE OF 145.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°24'32" WEST A DISTANCE OF 809.74 FEET TO THE ORDINARY HIGH WATER LINE OF THE BLUE RUN (ALSO KNOWN AS THE RAINBOW RIVER); THENCE NORTHEASTERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BLUE RUN RIVER 632 FEET MORE OR LESS, THROUGH A SURVEY TIE LINE OF NORTH 69°09'25" EAST A DISTANCE OF 620.49 FEET; THENCE LEAVING THE SAID ORDINARY HIGH WATER LINE, SOUTH 24°23'44" EAST, 512.19 FEET; THENCE SOUTH 19°10'50" WEST A DISTANCE OF 278.03 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 222.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A CENTRAL ANGLE OF 32°45'54", AN ARC LENGTH OF 126.95 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 35°33'44" WEST, 125.23 FEET; THENCE SOUTH 51°56'38" WEST A DISTANCE OF 91.36 FEET; THENCE SOUTH 56°39'00" WEST A DISTANCE OF 217.73 FEET; THENCE NORTH 25°24'32" WEST A DISTANCE 60.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.00 ACRES

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EXHIBIT B

PROTECTIVE BUFFER USE RESTRICTIONS

It is intended that the Protective Buffer preserve the tree canopy and the integrity of the shoreline along the Rainbow River, recognizing both the Grantor's lawful riparian rights and the goal of preservation and protection. The following shall apply to the removal and/or maintenance of vegetation within the Protective Buffer area.

- (1) The only structures, other than existing structures shall be docks, walkways, footpaths and gazebo type structures with all applicable permits. No residential structures are permitted and no gazebo can be converted into a dwelling unit.
- (2) No invasive or non-native vegetation may be planted. The Residence Property owner may remove any invasive trees and non-native vegetation listed as such by the Invasive Plant Management Section of the Florida Fish and Wildlife Conservation Commission including, but not limited to, the following: Australian Pine, Brazilian Pepper, Camphor tree, Chinaberry, Chinese Tallow, Melaleuca and Silk Oak.
- (3) Underbrush and understory of less than 4" diameter at breast height (DBH), may be trimmed or removed to allow viewsheds of the river from the Residence Property.
- (4) The proper pruning of trees is allowed. Hat racking as a method of pruning is prohibited. The removal of fallen or downed trees caused by a storm or other natural causes is permitted.

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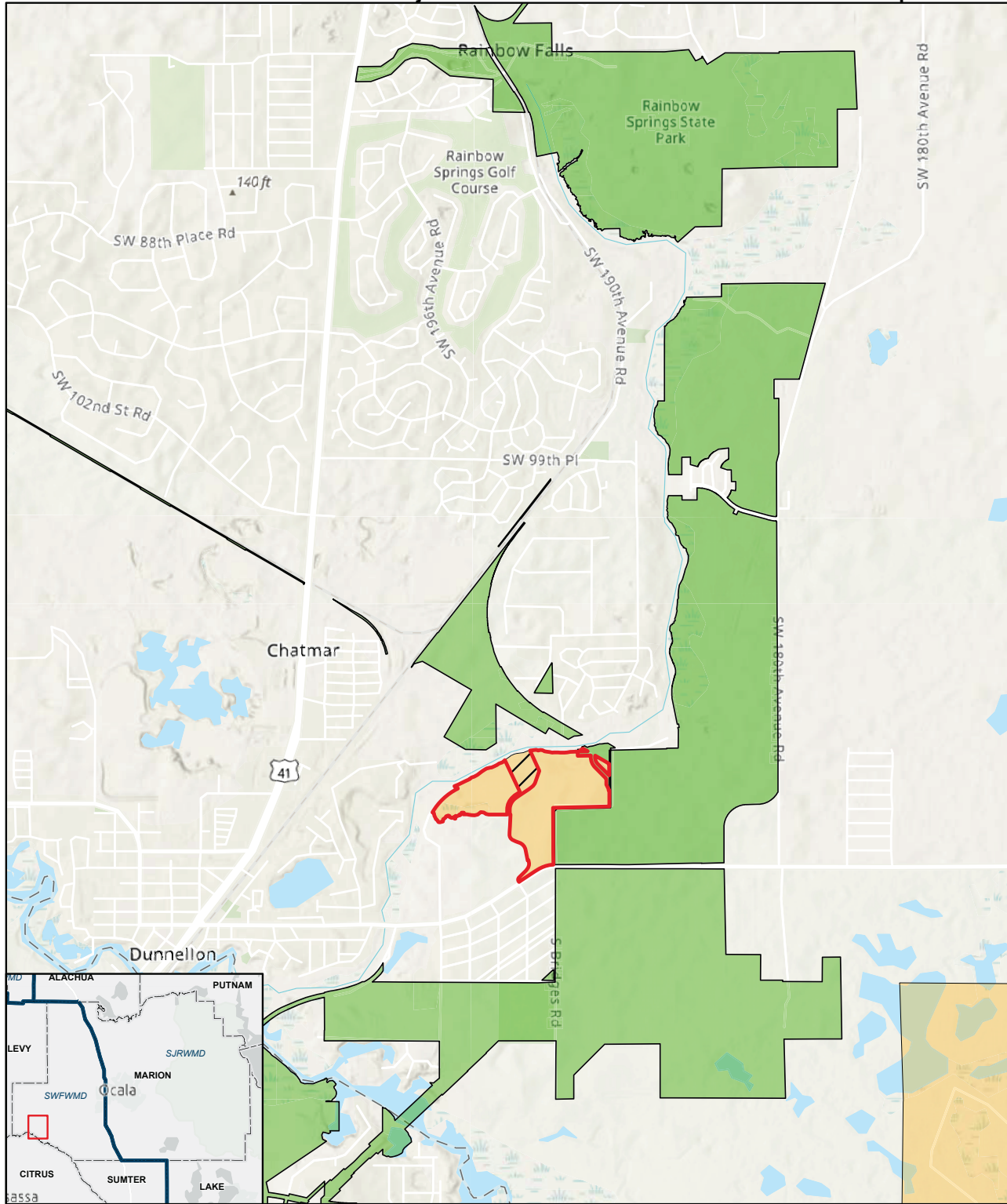
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Exhibit 2
Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks –
Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X - Location Map



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

- SWF Parcel 19-593-108X
- District Fee Simple
- District Conservation Easement
- Other Conservation Lands

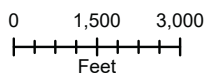


Exhibit 3

Lease Agreement with Florida Department of Environmental Protection Division of Recreation and Parks –
Rainbow River Ranch Tract Project – SWF Parcel No. 19-593-108X - Site Map



 Rainbow River Ranch Tract

0 300 600
Feet



OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Consent Agenda

Amendment to Management Agreement with the City of Crystal River and the U.S. Fish and Wildlife Service for the Chassahowitzka River and Coastal Swamps – Three Sisters Springs – SWF Parcel No. 15-347-123X

Purpose

Request Governing Board approval of a no cost amendment to the management agreement between the Southwest Florida Water Management District (District), the City of Crystal River (City) and the U.S. Fish and Wildlife Service (USFWS) executed July 28, 2010 for Three Sisters Springs. The amendment to modifies conditions in the original management agreement. The proposed amendment to the management agreement is included as Exhibit 1 and a general location map and site map are included as Exhibits 2 and 3, respectively.

Background/History

The District acquired the Three Sisters Springs property in June 2010. The property is approximately 57 acres and was purchased to protect three second-order magnitude springs and an important manatee refuge. The District's specific interest in the property was to develop a stormwater treatment system for Kings Bay to improve water quality within the Bay and Crystal River spring system. Acquisition of the property was a collaboration of multiple partners that included the District, City, USFWS, Florida Communities Trust, and other public and private contributors. The District holds a 30 percent undivided interest in the parcel and the City holds a 70 percent undivided interest in the parcel. This division of the ownership interest was determined by acquisition funding contributions and agreement that the District would solely fund the stormwater treatment system and any future projects on the property.

The City and USFWS are the lead managers for the property and agree that the 2010 management agreement requires an amendment. The District has reviewed the proposed amendment and provided changes to the amendment in the best interest of the District. The amendment addresses the following changes:

- The 2010 land use and management plan approved by the acquisition partners will be replaced with a 2019 updated version.
- The renewal periods for the agreement have been modified for automatic renewal of two 20-year terms instead of two 25-year term renewals.
- The agreement requires the USFWS assume management of future restoration projects that the District pursues within the property boundary.
- If the City terminates the agreement before it expires, it will pay the USFWS a prorated amount of the capital improvement costs for the capital improvements set forth in the land use and management plan paid for with federally, legislatively-appropriated funds, excluding grant funds or other private funding. If the USFWS terminates the agreement before it expires, neither the City nor the District will be required to reimburse the USFWS for any capital improvements made to the property.
- If the City or the District terminates the agreement with the USFWS before it expires, the City will pay 70 percent and the District will pay 30 percent of the annual operation and maintenance costs for the stormwater treatment system and any other restoration

initiative completed by the District.

- When the agreement is terminated or expires, the USFWS will provide itemized invoices to the City and District showing all the USFWS's federal, legislatively appropriated funding expenditures to construct each capital improvement.
- The USFWS will manage the parcel in accordance with the Declaration of Restrictive Covenants dated July 12, 2010 attached as an exhibit to the amendment and provide annual reports of compliance to the City.
- The City agrees to provide public land access per a 2016 Memorandum of Understanding between the City and the USFWS which is attached as an exhibit to the amendment.

Benefits/Costs

The District incorporated conditions in the amendment that will ensure the USFWS will manage any restoration projects pursued by the District at no cost to the District and defines equitable operation and maintenance responsibilities if the agreement is terminated.

Staff Recommendation:

- Approve the Amendment to the Management Agreement with City of Crystal River, U.S. Fish and Wildlife Service for Three Sisters Springs - SWF Parcel No. 15-347-123X.
- Authorize the Governing Board Chair and Secretary to execute the Amendment to Management Agreement.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

Amendment to Management Agreement with the City of Crystal River and
U.S. Fish and Wildlife Service for Chassahowitzka River and Coastal Swamps
- Three Sisters Springs- SWF Parcel No. 15-347-123X

**FIRST AMENDMENT TO MANAGEMENT AGREEMENT FOR CERTAIN
LANDS LOCATED WITHIN THE CITY OF CRYSTAL RIVER, CITRUS
COUNTY,
STATE OF FLORIDA**

This First Amendment (**First Amendment**) amends the July 28, 2010 Management Agreement (**Agreement**) between the City of Crystal River (the **City**), the Southwest Florida Water Management District, (the **District**), and the United States Fish & Wildlife Service, (the **Service**)(collectively the **Parties**).

BACKGROUND

The **Parties** entered into the **Agreement** for certain lands known as the Three Sisters Springs Property (the **Property**) located in the City of Crystal River, Citrus County, Florida. The **Agreement** stated their respective management rights and responsibilities regarding the **Property** that the **City** and the **District** jointly own.

Per the **Agreement**, the **Parties** wish to replace the existing July 2010 Management Plan in its entirety. The new Management Plan is attached for reference as Exhibit A and titled the October 2019 Management Plan. The October 2019 Management Plan was approved by the Florida Communities Trust on October 10, 2019.

The **Parties** wish to modify the **Agreement's** terms regarding the **Agreement's** duration, their maintenance and management responsibilities, and their respective responsibilities if the **Agreement** is terminated.

The **Parties** agree:

The attached Management Plan, **Exhibit A**, is incorporated into this First Amendment and replaces all previously approved Management Plans.

The **Agreement's** "Now Therefore" clause is amended so that the **Agreement** continues in effect initially for 20 years from the **Agreement's** effective date.

Paragraph 10 in the **Agreement** is amended so that the **Agreement** will automatically renew for 2 additional 20 year terms when the initial term expires as amended.

The following amends and replaces Paragraph 5:

5. The **Service** will not conduct or authorize anyone else to conduct any activities that would interfere with the Wetland Area or shoreline stabilization areas the **District** constructed in the **Property**. The **Service** will operate and maintain the Wetland Area and shoreline stabilization areas the **District** already constructed. The **Service** will meet any issued permits conditions to construct the Wetland Area

for this **Agreement's** duration. The **District** intends to pursue additional projects to stabilize and restore portions of the **Property** adjacent to the canal system during **Agreement's** term consistent with the Plan. The **Service** will operate and maintenance the restoration projects the **District** completed that are within the **Property's** legally described boundary.

New Paragraphs 17, 18, 19 and 20 are added as follows:

17. If the **City** terminates this **Agreement** before it expires, as described in Paragraph 9 of this **Agreement**, it will pay the **Service**, before the termination's effective date, a prorated amount of the capital improvement costs for projects contemplated in the management plan paid for with federally, legislatively-appropriated funds, not to include grant funds or other private funding. The **Parties** will base the prorated calculation on a Government Accounting Standards Board (GASB) methods from the date the project was completed over the useful life of the improvement. If the **Service** terminates this **Agreement** before it expires, as described in Paragraph 9, neither the **City** nor **District** will be required to reimburse the **Service** for any capital improvements made on the **Property**.
18. If the **City** or the **District** terminates this **Agreement** before it expires, as described in Paragraph 9 of this **Agreement**, the **City** shall pay 70% and the **District** shall pay 30% of the total annual costs for the operation and maintenance of the Wetland Area and any other restoration initiative completed by the **District**, representing the **City's** and the **District's** respective interests in the **Property** as tenants-in-common.
19. When the **Agreement** terminates or expires, the **Service** will provide itemized invoices to the **City** and **District**, showing all the **Service's** federal, legislatively appropriated funds expenditures to construct each capital improvement.
20. The **Service** will manage the **Property** in accordance with the Declaration of Restrictive Covenants, including the Special Management Conditions, dated July 12, 2010, attached as **Exhibit B**, or subsequent amendments. The **Service** will provide the **City** with an annual report that shows the progress for each Special Management Conditions listed in the Declaration of Restrictive Covenants.
21. The **City** agrees to provide public land access per the 2016 Memorandum of Understanding (No. 40181GK001) between the **Service** and the **City** and any subsequent amendments. No. 40181GK001 is incorporated into this **Agreement** as **Exhibit C**.

The **Agreement** terms that have not been specifically amended remain binding on the **Parties**.

This **First Amendment** is effective when the last party signs.

The Parties signed this First Amendment on the date listed next to their signatures.

UNITED STATES FISH & WILDLIFE SERVICE

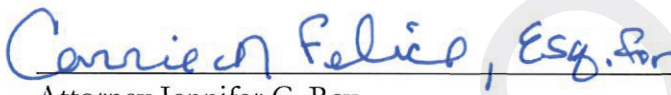
 11/4/19
Leopoldo Miranda, Regional Director Date
Southeast Region

Witness: 
Print Name: Aquanetta Reese

CITY OF CRYSTAL RIVER

 10/28/19
Mayor Joe Meek Date

 10/28/19
Clerk Mia Fink Date

 10/28/2019
Attorney Jennifer C. Rey Date
Approved as to form for the City of Crystal River's reliance only

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Mark Taylor, Chairman Date

Witness: _____
Joel Schleicher, Secretary

APPROVED BY:	INITIALS	DATE
Attorney	_____	_____
Manager	_____	_____
Asst Bureau Chief	_____	_____
Bureau Chief	_____	_____
Director	_____	_____

Exhibit A
Management Plan for the Three Sisters Springs Property
U.S. Fish and Wildlife Service
October 2019

EXECUTIVE SUMMARY

The Three Sisters Springs project included the public acquisition of a 57-acre site that contains three second-order springs known as the Three Sisters Springs that play a critical role in both manatee protection and efforts to restore water quality in the Kings Bay/Crystal River spring shed. The property is located immediately south of downtown Crystal River, Florida, and originally was a part of a natural, forested wetland ecosystem adjacent to Kings Bay. In the early 1970s, the trees in the forested wetland were removed, and an eight-acre lake was dredged in the center of the site. The dredged material was used to fill the immediate wetlands area with the intent of creating a site suitable for residential development.

The successful effort to acquire the site resulted in the property being owned by both the City of Crystal River (City) and Southwest Florida Water Management District (SWFWMD), with the U.S. Fish and Wildlife Service (Service) managing the property as part of the Crystal River National Wildlife Refuge from 2010 until the present. The City, Service, and the SWFWMD developed a management plan in 2010 to ensure that the project site will be developed in accordance with the terms and conditions imposed by the Declaration of Restrictive Covenants agreed to by the City and FCT. This revision of that plan reflects changes in management goals for the property, including proposed capital improvements, and the timeline for their accomplishment based on current funding and staffing.

The Three Sisters Springs property will be managed for the conservation, protection, and enhancement of natural resources, and for outdoor recreational and educational opportunities compatible with those goals. A Three Sisters Springs Coordination Committee comprised of the refuge manager, city manager, a representative from the SWFWMD, and a liaison from the City Council will meet regularly to enhance coordination among the partners and to act as a bridge between the partners and city council.

Many goals identified in the 2010 plan have been accomplished through multiple entities (i.e., SWFWMD, City, Service, and the Florida Fish and Wildlife Conservation Commission) working together to provide funding, in-kind services, and expertise. The SWFWMD led habitat enhancement projects, including the creation of a 6-acre treatment wetland to reduce nutrient loading to the Kings Bay, restoration of one acre of hydric hammock, shoreline stabilization within the springs, and the planting of native vegetation in specific areas. The Service plans to establish native upland vegetation and buffer zones, a pollinator garden, and to continue the control of exotic and invasive plants and animals.

The Service developed infrastructure for public access and enjoyment, including an access road, a 1,500-foot boardwalk, a picnic pavilion, a temporary entrance gate, and 1.75 miles of trails. Next steps include construction of a permanent entry gate and booth, landscaping, and fencing at the public entrance off Three Sisters Springs Trail; new interpretive panels on existing trails; permanent public restrooms;

manatee viewing platforms along Magnolia Springs; an observation platform for viewing wetland wildlife (herons, egrets and fish); and trail improvements, including wheelchair accessible surfaces. The Service will also develop environmental interpretation and education programs to connect people with nature at this unique site.

The City developed the Three Sister Springs Welcome Center and Transit system to route all public visitors into and out of the property year-round. The City will continue to operate the transit service and will consider variations to the route to promote new stops in the future if desired.

Three Sisters Springs has become a critical resource for the observation and protection of the manatee, while also playing a key role in the restoration and maintenance of water quality within the Kings Bay/Crystal River springs system. The improvements included in this plan will further enhance natural resources on-site and the visitor experience that will be in keeping with the area's reputation as "Florida's Nature Coast."

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INTRODUCTION

The Three Sisters Springs project included the public acquisition of a 57-acre site that contains three second-order springs known as the Three Sisters Springs (TSS) that play a critical role in both manatee protection and efforts to restore water quality in the Kings Bay/Crystal River spring shed.

In addition to the three second-order springs found on the site itself, there is a second-order spring (Magnolia Springs) located along the western perimeter of the property and another second-order spring (Idiot's Delight) located along the southeastern portion of the property. The man-made waterway fed by Magnolia Spring is a seasonal sanctuary for manatees with a second sanctuary located at Idiot's Delight, where the spring run feeds into a waterway that flows into Kings Bay. During cold weather, manatees heavily utilize the two warm-water sanctuaries and the Three Sisters Springs themselves.

The Three Sisters Springs property was originally part of a larger forested wetland ecosystem located adjacent to Kings Bay. In the 1970s, the property was cleared and filled with the intent of creating a building site suitable for residential development. A development plan involving the construction of more than 300 residential units had been approved at the time a multi-agency cooperative effort was initiated to bring the site under public ownership. However, prior to completion of the site plan and permitting requirements, the property ownership group acknowledged the environmental importance of the site, and agreed to work with a coalition of conservation groups to see if a feasible plan could be developed to acquire the property for conservation purposes, while also continuing to move forward with development plans in the event the conservation acquisition effort failed.

As a cornerstone in this conservation endeavor, the City of Crystal River (City) agreed to serve as the lead agency in what ultimately was a successful application for a Florida Communities Trust (FCT) grant. The acquisition effort was further bolstered by the Southwest Florida Water Management District (SWFWMD) stepping forward with Florida Forever funding to be used as the match for the FCT grant funding, which resulted in SWFWMD holding a 30% ownership interest in the site.

The Friends of the Crystal River National Wildlife Refuge Complex (Friends) and the National Wildlife Refuge Association took on the leading role in raising \$2.7 million in private funding. The U.S. Congress appropriated \$3.0 million to the US Fish and Wildlife Service (Service) for land acquisition, with the City of Crystal River, Citrus County, and the Citrus County Tourist Development Council also providing financial support. The \$2.7 million in private financial support came from The Felburn Foundation and several other environmental groups, as well as a multitude of private citizens and various civic clubs. Funding from the Service and The Felburn Foundation ultimately went to acquire the Consumptive Use Permit (CUP) and related water value from the site owners.

The successful effort to acquire the site resulted in the property being owned by both the City of Crystal River (City) and Southwest Florida Water Management District (SWFWMD), with the U.S. Fish and Wildlife Service (Service) managing the property as part of the Crystal River National Wildlife Refuge (Refuge) from 2010 until present. The City, Service, and the SWFWMD developed a management plan in 2010 to ensure that the project site will be developed in accordance with the terms and conditions imposed by the Declaration of Restrictive Covenants agreed to by the City and FCT. This revision of that

plan reflects changes in management goals for the property, including proposed capital improvements, and the timeline for their accomplishment based on current funding and staffing. As explained further herein, this management plan describes the development of visitor facilities and services on-site, habitat restoration needs, and the potential construction of a visitor welcome center off-site. The project site will be managed for the conservation, protection, and enhancement of natural resources, and outdoor recreation compatible with those goals.

PURPOSE

The Three Sisters Spring project was pursued by a broad array of public and private partners for the purposes of:

- Creating superb outdoor-oriented recreational and educational opportunities such as wildlife viewing, wildlife photography, environmental education, fishing, for both the citizens and visitors to Crystal River, compatible with all purposes of the project;
- Conserving, protecting and enhancing natural resources;
- Protecting and recovering endangered West Indian Manatees and other fish and wildlife;
- Restoring native habitat and biodiversity;
- Protecting water quality and quantity in Kings Bay, Florida; and
- Protecting the scenic and open space qualities of the Three Sisters Springs property.

PROJECT CONSISTENCY WITH CITY'S COMPREHENSIVE PLAN

The Three Sisters Spring project supports the City's Comprehensive Plan in a number of ways, as indicated below:

Conservation Element

The Conservation Element states that "the City shall protect and conserve the natural functions of rivers, bays, wetlands, estuarine, and marine habitats, in order to assure the protection of fisheries, native flora and fauna and associated habitat, and especially species designated as endangered, threatened or species of special concern under the Endangered Species Act." [Objective 1.3] There is also language that states that "No net loss of essential upland habitat for endangered or threatened species or species of special concern will be permitted." [Objective 1.6] In addition, there is language that states that "the present quality of surface and groundwater entering Kings Bay and Crystal River will be maintained." [Objective 1.11] The Three Sisters Springs project clearly supports these objectives by protecting manatee habitat and the present quality of water entering Kings Bay, both through the protection of the springs themselves and by providing for wetlands treatment of stormwater runoff from adjacent commercial and residential areas.

Recreation Element

The Recreation Element states that "public access to natural resource-based parks will be provided to assist in meeting Crystal River's recreation demands without diminishing the overall quality of those resources." [Goal #1] Specific objectives that will be supported by the Three Sisters Springs

project include increasing the amount of public fishing pier access [Objective 1.1]; establishing one mile of nature trails within Crystal River [Objective 1.3]; establishing a program for the identification, designation, management and protection of environmentally sensitive lands [Objective 1.4]; and providing for a sufficient quantity and distribution of open space to meet the City's needs [Objective 3.1]. By providing open space, protection of the natural resources, and a nature trail, the Three Sisters Springs project is both consistent with and strongly supportive of the goals outlined in the Recreation Element of the City's Comprehensive Plan.

Coastal Management Element

The Coastal Management Element establishes that the City shall "ensure the protection and enhancement of significant vegetative communities which support wildlife through preserving the diversity and viability of Coastal habitat areas." [Objective 1.1] it further establishes that the City will "increase public access to the Coastal Area's natural resources through acquisition of new property, which will be consistent with the public's needs and the natural resource capacity of the selected area." [Objective 5.1] The Three Sisters Springs project will preserve the viability of the on-site habitat areas and increase public access to a natural coastal setting, with appropriate management oversight.

NATURAL AND CULTURAL RESOURCES

Natural Communities

Prior to extensive residential and commercial development in and around the project area, the property consisted of a forested wetland system that surrounded the second-order springs known as TSS. Spring magnitude is a category based on the volume of flow from a spring per unit time. There are eight magnitude categories; first-magnitude springs discharge the greatest amount of water at 100 or more cubic feet per second (CFS) and a second-order magnitude discharges 10 to 100 CFS (Meinzer 1927).

The topography, hydrology, and vegetation of the site have been altered considerably since the 1940s (City, Service, and SWFWMD 2010, 2012). Currently, the site is generally comprised of open space with scattered trees. A hardwood fringe surrounds the perimeter of the property and provides a buffer around the spring boils and run. Much of the open area was bedded for the planting of pine seedlings, but the seedlings were removed, and the ground was leveled by the Service during 2011 and 2012.

Wetlands and waterbodies

Early aerial photographs of the property, as well as the remnant vegetation along its perimeter, seem to indicate that the property was originally a mesic or hydric hammock. Three springs are located on its periphery. Magnolia Springs is located on the western margin, Idiots Delight on the southern margin, and the TSS on the southern end of the TSS property. Magnolia Springs reportedly had rock spires and an extensive cave system that collapsed around 1963. Idiots Delight is a group of three vertical shafts that are at least 20 feet deep. The opening of the largest shaft is approximately five feet wide. The springs known as "Three Sisters Springs" are located north of Idiots Delight. TSS consists of three major springheads: Pretty Sister, Deep Sister, and Little Sister, which comprise a complex of three "lobes," aligned on a northwest-southeast axis, with an approximate total length of 250 feet. The springs, as well as the waterways or runs that they feed, are heavily utilized as seasonal sanctuaries by manatees.

Beginning in the late 1950s, property development began in earnest in the Kings Bay area. Development began on the 57-acre property in the late 1960s and early 1970s. A series of canals had been excavated

south and west of the parcel between 1960 and 1974. Clearing of the parcel's extensive forested wetland began by 1974. An 8-acre lake, now known as Lake Crystal, was excavated in the property's center to provide spoil material to fill in the wetlands and create upland areas suitable for residential development (City of Crystal River, U.S. Fish and Wildlife Service, and Southwest Florida Water Management District 2012).

In 2015, a 6-acre stormwater treatment wetland on the eastern side of the property was created by the SWFWMD in accordance with the Covenants and the 2010 management plan. This created wetland filters stormwater run-off from approximately 100 acres of nearby commercial and residential land and helps reduce nutrient loading to Kings Bay. The wetland was designed to be a tidally influenced marsh dominated by emergent vegetation. As part of this effort, a one-acre hydric hammock was restored in the southeastern corner of Lake Crystal using material excavated during the construction of the treatment wetland on site. Lake Crystal is now 7 acres in size with steep slopes characteristic of most borrow pits and has a maximum depth of 40 feet. The District is pursuing additional restoration projects on the property that will be beneficial to the overall goal to preserve and protect the property. SWFWMD staff will coordinate the design and construction of these projects with the U.S. Fish and Wildlife Service and the City prior to construction. Projects that are pursued by the District will be solely funded and constructed by the District. Once completed, the operation and maintenance of those projects will be the responsibility of the Service in accordance with this plan and management agreement.

Uplands

The uplands within the project site consist of grasses, herbaceous plants, and scattered red cedar (*Juniperus silicicola*). The perimeter of the springs and the property includes red maple (*Acer rubrum*), black cherry (*Prunus serotina*), Virginia willow (*Itea virginica*), sweetgum (*Liquidambar styraciflua*), red cedar, American elm (*Ulmus americana*), sweet bay (*Magnolia virginiana*), pop ash (*Fraxinus caroliniana*), wild coffee (*Psychotria nervosa*), live oak (*Quercus virginiana*), laurel oak (*Q. laurifolia*), water oak (*Q. nigra*), and white basswood (*Tilia americana* var. *heterophylla*).

Wildlife and Plants

Florida sandhill cranes (*Grus canadensis pratensis*, state threatened), Southeastern American kestrels (*Falco sparverius Paulus*, state threatened), wood storks (*Mycteria Americana*, federally threatened), and Florida manatees (federally threatened) have been identified using the site, as well as herons, egrets, and ibis (Florida Fish and Wildlife Conservation Commission 2013, City of Crystal River, the Service, and SWFWMD 2010, 2012). Alligators (federally threatened by similarity of appearance) have been confirmed in Lake Crystal and the adjacent springs and canals.

Currently, there are no known federally endangered or threatened plant species on the site. Non-native and nuisance plant and animal species have been identified by Service staff and intergovernmental partners as one of the priority management issues. Invasive species found in the uplands of TSS include exotic Brazilian pepper (*Schinus terebinthifolius*), cogon grass (*Imperata cylindrica*), air potato (*Dioscorea bulbifera*), Japanese climbing fern (*Lygodium japonicum*), wild taro (*Colocasia esculenta*), torpedo grass (*Panicum repens*), and lantana (*Lantana camara*). Other non-native plants may also be present as they are found in nearby uplands, including skunk vine (*Paederia foetida*) and chinaberry (*Melia azedarach*). Feral cats (*Felis catus*) occasionally roam the site. Non-native animals include Cuban tree frogs (*Osteopilus septentrionalis*) and island apple snails (*Pomacea canaliculata*) (the City of Crystal River, the

Service, and SWFWMD 2010, 2012). Additionally, numerous species of birds, mammals, fish, reptiles, and amphibians currently use the site.

Manatee Management

The project area is one of the most important properties in Florida for the West Indian Manatee (*Trichechus manatus*). To illustrate, 489 manatees, representing approximately 8% of the entire Florida Manatee population, were observed using this site during a cold front in February 2016. The manatees use the springs on the property, which deliver millions of gallons of 72 degrees Fahrenheit water each day, to avoid exposure to debilitating cold water temperatures that create a physiological need for warm water for their survival. As previously mentioned, the protection of manatees was one of the driving goals of the project. Three Sisters Springs is particularly important to mothers with newborn calves.

Several large boulders and pilings were placed in the spring run by a previous landowner to prevent motorboats from accessing the spring run and the Three Sisters Springs. The boulders impeded the movement of manatees in and out of the springs during low tide, thus making the springs unavailable to manatees for 20% to 30% of the time. The boulders were removed by the Service in 2010 to improve manatee access throughout the tide cycle and the number of manatees using the springs has increased significantly since that time.

The refuge strives to protect warm water habitat at Three Sisters Springs for manatees when they need to be there to survive while maintaining public access. Dramatic increases in manatee ecotourism in Kings Bay, coupled with increases in the overall manatee population has led the refuge to evaluate human and manatee interactions within the springs and to develop and implement science-based management protocols to protect manatees. Initially, the refuge closed portions of the springs to human activity (e.g., lobe closures), restricted use of paddle craft during manatee season, and required commercial guides to escort their visitors into the springs. The refuge has contracted the U.S. Geological Survey (USGS) Sirenia Project to analyze movements of telemetry-tagged manatees monitored by satellite in combination with environmental information such as water temperature and level in the Gulf, Crystal and Salt Rivers and local springs to provide valuable insight into their habitat use patterns relative to measurable ambient conditions. Manatees showed the expected pattern of more occurrences in the springs when Gulf temperatures were relatively cold (i.e., less than 20 °C). A detailed look at manatee GPS locations revealed that when Gulf water temperatures at Shell Island were colder than 17 °C, manatee habitat use patterns shift from the Gulf to higher occurrences in Three Sisters Springs and the adjacent springs known as Idiot's Delight. Thus, the Service now closes Three Sisters Springs to all human activity when Gulf temperatures at Shell Island drop to 17 °C and the springs remain closed until temperatures rise above 17 °C for 24 hours or longer.

In order to provide for the protection of resting manatees, the Refuge maintained a comprehensive protocol for closing the springs complex at the most critical times throughout the 2016/17 winter season based on environmental and biological parameters. Uniformed staff evaluated the environmental conditions and manatee locations and behavior within the springs several times a day, and closed the springs to public access as appropriate. USGS continued to monitor manatee locations by satellite through the 2017/18 season and Refuge staff monitored manatee use of the springs. The Refuge will use analysis of the telemetry data and observational data collected to write a management plan for the protection of manatees at Three Sisters Springs.

In keeping with the intent of maintaining and sustaining quality visitor experience while at the same time providing adequate protected areas for manatees, Service will continue to utilize existing federal authorities or rulemaking processes to manage the balance of visitors and manatees. The City may assist with the management of visitor access by water as needed. Three Sisters Springs will remain open to the public during non-manatee season for swimming, paddle boarding, and canoeing/kayaking.

Magnolia Springs was designated as a manatee sanctuary under the Endangered Species Act and is therefore closed to public access by water during the winter months. Construction of observation platforms on the western side of the property will improve manatee viewing opportunities at Magnolia Springs.

Restoration

The uplands areas on the property will be converted to an upland forest community by planting live oaks, red cedar, cabbage palms, wax myrtle, and other species native to the area. Some areas will remain open to attract a variety of wildlife species. Nest boxes have already been provided for bluebirds and a bat house has been installed. As resources are available, a garden with native species may be planted to attract butterflies and other pollinators. Restoration of mesic and /or hydric hammock on the site will require the removal of fill material, which can be costly. Replanting of mesic hammock (typical species include Shumard oak, white ash, beech, Florida maple, southern magnolia, laurel oak, and pignut hickory) will be limited primarily to areas surrounding the springs and along the canal that flanks the southern and western borders of the property. Planting a live oak/cabbage palm forest would not require the removal of fill.

Shoreline Bank Stabilization

Following the acquisition of the property in 2010, refuge staff documented significant erosion of the shoreline within the springs. The shoreline was eroded and undercut up to 4 feet as a result of years of direct and indirect human and manatee activity. The erosion caused sediment to enter the spring vents, trees along the shoreline to fall into the springs, and/or tree islands to break away from the shore resulting in an overall loss of shoreline habitat. This posed a safety concern for manatees and visitors due to falling trees and potential entrapment if the shoreline caverns collapsed. The Service partnered with the University of Florida, Florida Fish and Wildlife Conservation Commission (FWC), and The Nature Conservancy to document the shoreline conditions and develop alternatives to stabilize the banks. The Service funded initial shoreline surveys and obtained the U.S. Army Corps of Engineers permit for the bank stabilization project; FWC purchased a portion of the limestone boulders used to stabilize the bank, and SWFWMD ultimately funded the final design and construction. The project was completed in 2016 and included planting native vegetation around the springs. SWFWMD surveyed the canal banks along the western and southern borders of the property for erosion during 2018 and has proposed to restore and stabilize the eroded banks. The SWFWMD would design, permit, and implement the construction projects contingent upon SWFWMD Governing Board approval. Upon completion of the bank stabilization projects, the Service will assume maintenance responsibility for the canal shorelines and the spring and spring run shorelines.

Stormwater Treatment Wetlands

As discussed above, SWFWMD completed the construction of a 6-acre treatment wetland on the eastern side of the property in 2015 and maintained the wetland for three years post-construction. The Service has assumed management/maintenance responsibility of the wetland, including control of

invasive and exotic plants. The refuge proposes to construct one viewing platform overlooking the wetlands.

Exotic and Invasive Plant Program

The property contains exotic plants, including Brazilian pepper, cogon grass, and air-potato, which are all listed as Category I species on the Florida Exotic Pest Plant Council list. All exotic and invasive vegetation was removed from the entire property in 2013 by a licensed contractor. Spot treatments are conducted annually by refuge staff to keep infestations under control. Another full treatment of the property by a qualified contractor was conducted in 2019. Refuge staff will continue to treat invasive species with staff or contracted services as needed for the life of the management agreement. The "Exotic Pest Plant Council's List of Florida's most invasive Species" will be used to identify invasive exotic plant species.

Feral Animal Program

Currently, there are no feral animals on the property, and since purchase, this has only been one animal removed (a feral cat). The property will continue to be monitored for the introduction of exotic/nuisance animals. If any feral animals are found on the site, they will be removed by qualified personnel.

Listed Plant Species

There are no listed plant species known to occur on the site.

Listed Animal Species

The West Indian manatee, Florida sandhill crane (state threatened), and wood stork (federally threatened) have been identified using the site. The development of the site will be done in such a manner to enhance the habitat used by listed species, with a strong emphasis on protecting the manatee habitat.

Archaeological, Cultural, and Historical Resources Protection

There are no known archaeological, cultural, and historical resources on the site. The Service will notify the City and the Division of Historical Resources immediately if evidence is found indicating an archeological or historic resource at the project site, and will also take appropriate measures to protect such resources. The collection of artifacts or the disturbance of archeological or historic sites that may be found or identified on the project site will be prohibited unless prior authorization has been obtained from the Division of Historical Resources within the Department of State. The management of the archeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes, specifically Sections 267.061 2(a) and (b).

STRUCTURES AND IMPROVEMENTS

Acknowledgment and Boundary Signs

There is a sign at the entrance of the property that acknowledges the property was acquired using funds from the Florida Communities Trust and the SWFWMD. The sign also acknowledges the managers of the property (FWS) and major financial contributors (the Felburn Foundation, SWFWMD, Jane's Trust, Citrus County, Citrus County Tourist Development Council, the City of Crystal River and FWS). The sign will be landscaped in native xeric vegetation.

Existing Physical Improvements

Existing facilities and infrastructure include a 1,500 linear-foot boardwalk that is Americans with Disabilities Act (ADA) compliant, approximately 1.75 miles of unimproved trails, a picnic pavilion, two kiosks with six interpretive panels, a visitor access gate, fee booth, a partially paved access road entering the property from Three Sisters Springs Trail, an unimproved dirt parking area, a public access trolley to the property from an off-site location managed by the City of Crystal River, a gate and dirt access road for emergency vehicles and staff/volunteer access from Kings Bay Drive, temporary toilets and hand washing station, a weather shelter, bird nesting boxes, and a bat house. Year-round public access to the property is permitted for wildlife-dependent recreational activities, including wildlife observation, photography, and environmental education and interpretation.

Proposed Physical Improvements

This plan proposes improvements to existing infrastructure and habitat conditions described above and construction of additional facilities to further develop on-site recreational activities and improve and diversify visitor experience (Figure 1, Table 1). Construction of new facilities will be compliant with ADA standards. The property has been zoned by the City as "conservation lands" which has a five percent limit for impervious surfaces. Impervious surfaces constructed as part of this plan would cover only three percent of the property. All facilities will be built to current code, and all required permits would be obtained. Funding is currently available to implement the project components described under Tier 1, and those projects will be completed within two years from the date this plan and updated management agreement are approved and signed by all parties. Project components described under Tier 2 would be implemented within 3 to 8 years of that date if funding is available. Tier 3 would be implemented in the future as funding becomes available. Unless otherwise noted, the construction and maintenance of all structures and improvements will be the responsibility of the Service.

Tier 1:

A permanent fee booth (up to 144 square feet (s.f.)), entrance gate, landscaping, and fencing will be constructed at the public entrance off Three Sisters Springs Trail to replace the temporary facilities previously installed.

The existing lime rock road will be paved, starting at the current paved entrance on Three Sisters Springs Trail extending to the south side of Lake Crystal near the boardwalk. ADA compliant parking spaces will be constructed near the boardwalk in the existing unimproved parking area. A small parking lot to accommodate approximately 12 vehicles will be constructed near the restrooms and proposed

education facility. Additional parking spaces may be necessary to provide accessible parking near other constructed facilities and/or to meet operational needs. The need for additional spaces, the number, and their location will be evaluated by the Three Sisters Springs Coordination Committee described under the Coordinated Management section on pages 20 and 21.

Additional utilities, including water, electric power, fiber optic, sewer, and lift station will be installed on the property to service the existing and newly constructed facilities.

A freestanding public restroom (up to 1,200 s.f.) will be constructed to replace the temporary toilets and handwashing station. Restrooms may include a changing room.

Two viewing platforms (up to 150 s.f. each) will be built along the trail bordering the Magnolia Springs on the western edge of the property for observation of manatees using the springs, particularly during the cold weather months.

Improvements will be made to approximately 1.75 miles of nature trails, including installing wheelchair accessible surfaces such as boardwalks, paving, or natural or pervious materials. The trails provide visitors with a view of the springs and treatment wetlands and would connect the proposed outdoor classroom (constructed in Tier 2 and does not include office space), manatee viewing platforms, pier, and restrooms to the existing picnic pavilion and boardwalk. Trails will be used for wildlife viewing, bird watching, photography, and environmental education and interpretation. Benches were installed along the trails during 2018 and shade areas will be established with native plantings.

A vegetative buffer (25 to 50 feet wide) comprised of native plants will be established along the property boundary bordering Magnolia Springs and other areas as needed.

Structural improvements to guardrails on the boardwalk were required to meet building code even though the boardwalk was deemed structurally sound by an independent structural engineer. The improvements were completed in 2017, and the boardwalk was inspected and certified by a structural engineer that the boardwalk meets local building codes.

Seven new interpretive signs were designed in cooperation with the SWFWMD and were installed along existing trails in 2018. Kiosk panels will be updated to reflect the new master plan.

The upland portion of the property was treated for exotic and invasive plants by an experienced and licensed contractor during 2018. The wetlands will be treated during 2019.

Tier 2:

An outdoor environmental education facility (up to 1,000 s.f.) would be built on the south side of Lake Crystal. There will be no provisions for office space. The facility may be open-air or a screened porch with ceiling fans, electrical outlets, etc. to support a projector and viewing screen. The facility may include a small air conditioned space. The facility would provide education and interpretation for visitors ranging from kindergarten through adulthood. Educational programs may include but are not limited to the ecology of the springs, the use of the springs as a manatee sanctuary, manatee ecology, manatee habitat, water quality, wetland ecology, and wildlife stewardship/conservation. Amenities included in the center could be limited to interactive displays within the building with class instruction occurring in the outdoor classroom. All facilities would be built to blend into the natural setting.

One observation platform (up to 150 s.f.) would be constructed on the treatment wetland to enhance wildlife (e.g., birds, alligators, and fish) and wetland plant/habitat viewing opportunities.

Up to two accessible docks or piers (up to 500 s.f.) would be constructed on the south side of Lake Crystal to provide limited recreational, catch-and-release fishing. The property will not be open to fishing until the Service has evaluated the use through the Comprehensive Conservation Plan (CCP). A draft CCP is expected in 2019.

A weather shelter would be built over an existing concrete slab (up to 450 s.f.) to provide shelter for visitors during poor weather conditions.

A maintenance shed (up to 300 s.f.) would be constructed to house the tools and equipment needed for the maintenance of the property and facilities.

Up to 34 acres of native vegetation, including a pollinator garden would be planted.

Tier 3:

Littoral shelves would be created at strategic locations along the bank of Lake Crystal to provide wetlands and improved aquatic habitats for fish and wildlife.

A Children's Nature Trail will be considered to educate visitors on native wildlife and habitats is proposed. The trails could include bird nests, animal dens, replicas of wildlife and their tracks and scat, etc.

Table 1. Proposed facilities, infrastructure, habitat improvements, and public use opportunities on the uplands at TSS.

Visitor Facilities, Infrastructure, and Improvements	Existing	Proposed	Documents used to develop the Plan (yes, if supported - no, if not mentioned or opposed)		
			Deed of Restrictive Covenants Appendix A	2016 Community Working Group Recommendation Appendix B	2010 Project Management Plan On File
Tier 1: Projects to be completed within 2 years of a signed agreement.					
Entrance	Existing	Construct a permanent entrance fee booth (144 s.f.), gate, landscaping, and fencing	No	No	Yes
Interpretive signage	2 Existing kiosks with 6 panels each	Add 7 new interpretive signs, update and improve existing kiosk panels	Yes	Yes	Yes

Restroom building	None	Construct a restroom	Yes*	Yes	No
Viewing platforms along Magnolia Springs	None	Construct two viewing platforms (up to 150 s.f. each) along Magnolia Springs manatee sanctuary	Yes*	Yes	Yes
Parking for outdoor environmental education facility and fishing pier	None	Construct parking spaces including bus spaces and accessible spaces as required for ADA compliance	No	Yes	Yes
Roads	Existing entrance road	Resurface 54,200 s.f. of the access road to reduce dust	Yes	Yes	Yes
Accessible parking spaces near the boardwalk	Existing dirt parking lot	Construct accessible parking spaces	Yes	Yes	Yes
Utilities	Limited utilities for restrooms	Add utilities such as water, electric, phone, sewer/ lift station	No	No	No
Vegetative buffer	None	Proposed along Magnolia Trail (approximately 0.15 miles) and along property boundary where needed.	Yes	Yes	Yes
Nature trails	Existing	Improve approximately 1.75 miles of existing trails (resurface with boardwalk, paving, natural and pervious materials)	Yes	Yes	Yes
Boardwalk enhancement	1500-linear foot boardwalk	Enhance support posts to meet code	No	No	No

Exotic and invasive plant control	Initial treatment conducted in 2013. Spot treatments conducted annually thereafter	Exotic/Invasive plant removal by chemical and hand-pulling	Yes	Yes	Yes
Tier 2: Projects to be completed as funding becomes available (3-8 years to fund/construct).					
Outdoor environmental education facility	None	Develop an outdoor education facility (up to 1,000 s.f.)	No	Yes	Yes
Wetland area viewing platform	None	Construct a viewing platform (up to 150 s.f.) at the edge of the wetland restoration area	Yes*	Yes	Yes
Piers or docks	None	Construct one or two piers/docks (up to 500 s.f.) on Lake Crystal	Yes	Yes	Yes
Weather shelter	10 x 15 aluminum carport over a concrete slab	Construct a cover over the existing concrete slab (450 s.f.) to provide shelter for visitors during inclement weather events	No	No	No
Maintenance shed	None	Construct up to 300 s.f. Maintenance shed	No	No	No
Native plants	None	Proposed to restore an estimated 34 acres of native plants including a pollinator garden	Yes	Yes	Yes
Tier 3: Long-term planning, unknown time frame.					
Littoral Zones	None	Construct littoral zones in Lake Crystal	No	No	Yes
Children's Nature Trail	None	Educate visitors on native wildlife and habitats	No	No	No

* Not specifically identified in the covenants but will count towards the minimum of four recreational facilities required by the Florida Communities Trust.

Improvements considered but eliminated from the plan

During the development of this plan, many different options were considered. Table 2 identifies components that were considered but not included in this plan.

Table 2. Components considered but eliminated from the Plan.

Components	Reason for Elimination
On-site visitor center (10,000 to 12,000 s.f.)	Not supported by community working group
Semi-permeable overflow parking area (1,175 s.f.) and 65-space parking lot	
Bunkhouse (2,000 s.f.)	
Maintenance building (1,700 s.f.)	
Recreational vehicle (RV) pad with water and sewer	
Canoe/Kayak Launch	Not consistent with wildlife-dependent recreation
Children's splash pad	

Estimated Costs of On-Site Physical Improvements

Table 3 includes costs (2017 dollars) associated with the design and building of the facilities and infrastructure identified above.

Table 3. Estimated costs of proposed improvements and funding source.

Improvement	Cost (2017 dollars)	Funding Source
Tier 1: Funding currently available, construction expected in 2 years.		
Resurface road and parking facilities. Parking facilities will serve the boardwalk, restrooms/proposed education center, and proposed fishing pier. (Cost Includes design and permitting fees.)	\$400,000	City
Water, sewer, lift station	\$50,000	City
Fee booth (144 s.f.), entrance gates, landscaping, and fencing	\$250,000	Service
Interpretative signage (8 signs, 6 panels)	\$20,000	Refuge

Free standing restrooms (1,200 s.f.)	\$300,000	Service
Restroom site work and landscaping	\$25,000	Service
Electricity	\$15,000	Service
Two manatee viewing platforms (up to 150 s.f. each)	\$60,000	Refuge/Friends
Nature trails (90,000 s.f., granular)	\$235,000	Service
Vegetative buffer along the boundary as needed (25 to 50 s.f. wide)	\$25,000	Service
Exotic/invasive plant removal	\$20,000	Refuge
Design, permitting, and survey work	\$150,000	Service
Tier 2: Projects to be completed as funding becomes available (2 to 8 years to fund/construct)		
Outdoor environmental education facility (1,000 s.f.)	\$350,000	To be determined (TBD)
Pier or dock (1 or 2 up to 500 s.f.)	\$125,000	TBD
One wetland viewing platform	\$50,000	TBD
Weather shelter (concrete pad existing, 450 s.f.)	\$10,000	TBD
Maintenance shed (approximately 150 s.f.)	\$2,500	TBD
Upland native plant restoration (34 acres)	\$50,000	TBD
Wetland native plant restoration (17 acres; if wetland restoration desired, only 17 acres of upland would be planted instead of 34)	Up to \$200,000	TBD
Pollinator garden	\$5,000	TBD
Tier 3: Timeframe unknown		
Littoral zones	TBD	TBD
Children's nature trail	TBD	TBD

PERMITS

Development work may include the construction of facilities such as an education center, observation platform(s), a dock or pier, restrooms, trails, parking lot, and signage. Restoration activities will include exotic plant removal and native vegetation planting.

A number of potential permits and/or orders and authorizations for development and restoration activities have been identified. These can include:

- A City of Crystal River building permit;
- A State Programmatic General Permit (SPGP) for minor work located in waters of the United States;
- A Noticed General Environmental Resources Permit issued by the Southwest Florida Water Management District in conjunction with the Florida Department of Environmental Protection;
- A Nationwide Permit 27 for stream and wetland restoration activities issued by the U.S. Army Corps of Engineers; and
- An authorization to use Sovereign Submerged Lands.

As part of the FCT grant conditions, and to ensure that other permitting requirements are not missed, the agencies listed below will be contacted prior to initiating any site development activities as appropriate.

- Florida Fish and Wildlife Conservation Commission
- Florida Department of Environmental Protection
- Florida Department of Agriculture and Consumer Services, Division of Forestry
- Florida Department of State, Division of Historic Resources
- Southwest Florida Water Management District
- U.S. Army Corps of Engineers

PUBLIC USES

Water Access to the Springs

The public currently accesses the springs by water, either by swimming in through the spring run or by paddle craft. No motorized craft, such as motorboats, jet skis, etc., are allowed in the springs or the spring run. During manatee season, no canoes, kayaks, or other paddle craft are allowed in the springs. Visitors may access the springs by water by swimming or snorkeling into the springs. Management activities will include providing compatible, wildlife-oriented recreational opportunities for visitors while optimizing the use of the springs for manatees. Compatible uses of the site will likely include existing in-water uses, managed to enhance visitor experience, and minimize manatee disturbance. The Service may enact partial or complete closure of Three Sisters Springs to people when environmental conditions warrant additional protection for manatees. Any additional management actions concerning the protection of manatees in the springs and adjacent areas will be made independent of this plan and with input from the public as provided for by federal law.

Land Access to the Springs

At present, the public is prohibited from accessing the springs from land and is also prohibited from accessing the shoreline and property from the water. In as much as the water bottoms are included in the acquisition, access to the water bottoms from land and water will be managed. Management actions will include preserving shoreline vegetation, controlling erosion, and maintaining water clarity. Consistent with these actions, access to the water from land and vice versa will continue to be restricted. Manatee rescues and regular maintenance activities will be the only exceptions to these restrictions. Land-based uses will include the use of an observation boardwalk to provide visitors with an opportunity to view manatees from shore; gates in the boardwalk will be provided to allow access to the shoreline by law enforcement and Service personnel but will be locked to prevent public access.

Fishing

Fishing in the springs is not compatible with currently planned visitor activities or with manatee protection, and therefore will not be allowed in the springs. However, there are opportunities for limited fishing in the man-made lake, and a pier/dock is planned. If fishing is determined to be a compatible use through the refuge's comprehensive conservation planning process, disturbance from angling activities and fishing gear litter would be minimized, and these uses would be controlled and monitored. All fishing activities would be restricted to a designated fishing pier(s). Fishing would not be permitted on any other area of the property in order to minimize wildlife disturbance. The pier(s) will be ADA-compliant and would be of sufficient size to accommodate several individuals at one time. The springs and the canal banks along the perimeter of the property will be closed to fishing year-round.

Environmental Education and Interpretation

The refuge will continue to conduct environmental education and interpretive programs on the property. The refuge has established a free interpretive program for visitors. The program includes guided tours, walks and public education along the trails and boardwalk. The tours focus on native vegetation around the springs and the wetland, wildlife, springs, and history of the property and are consistent with Refuge objectives and this plan. Boardwalk interpreters are also provided to interact with the public on a regular basis. Birdwatching tours are also conducted during fall and spring migration and the winter when species diversity is higher. Almost 90 species of birds have been seen on the property. The refuge plans to continue these programs and develop additional year-round educational activities as visitor facilities are developed.

The Friends of the Crystal River National Wildlife Refuge Complex (Friends) and the refuge have developed a successful environmental education program with the Homosassa Elementary School that has been implemented annually since 2012. The program targets 4th and 5th graders and the lesson plans are geared to enhance knowledge of the state science curriculum. Armed with magnifying glasses and clipboards, students are transported to the Salt Marsh Trail on the Chassahowitzka National Wildlife Refuge to learn about food webs, ecosystems and salt marsh habitat, photosynthesis, and the water cycle. The 5th graders' standardized test scores were the highest in the state of Florida in 2015 and continue to be the highest in the school district every year. The elementary school administration feels that this hands-on program is a strong factor in their students' success.

We piloted the program with the Crystal River Primary School (CRPS) on the Three Sisters Springs property during the 2016/2017 school year. The CRPS was impressed with the program and requested that we conduct the program as a teacher training during fall 2017. A total of 110 CRPS students from five different 5th grade classes went through the 6-hour educational program held at TSS during January 2019. The Friends and refuge plan to continue the development of this educational program with the CRPS and other schools in Citrus County.

Festivals & Special Events

The project site may be used for festivals and special events that are oriented toward conservation/appreciation of natural resources, wildlife protection, and other environmental themes. All special events will be coordinated with the City. The City may utilize the property for special events that are consistent with Service policy governing appropriate and compatible use of national wildlife refuges, and coordination with the Refuge in advance.

MANAGEMENT ISSUES

Coordinated Management

The Three Sisters Springs property will continue to be managed by the Service. The Service has broad experience in co-managing property with municipal and state governments. The Service will hold a management agreement over the land and water to manage the property as part of the Crystal River National Wildlife Refuge and the National Wildlife Refuge System. The governance of refuges follows the National Wildlife Refuge Administration Act, as amended, the Refuge Recreation Act, and other regulatory statutes that apply to all lands owned or managed by the Service.

The management agreement will span a length of 20-years and will obligate the Service to manage the project in such a way as to comply with the Declaration of Restrictive Covenants (Appendix A). The agreement may be modified at any time by the mutual written consent of the parties and may be terminated by either party for any reason upon six (6) months advance written notice to the other party.

The Service is restricted in using appropriated funds to make permanent improvements to property not owned by the federal government unless authorized by statute or if the following conditions are met (GAO-01-179SP Appropriations Law-Vol. IV, pages 16-206 to 16-210):

1. The improvement must be incident to and essential for the effective accomplishment of an authorized purpose of the appropriation;
2. The amount of the expenditure must be reasonable;
3. The improvement must be for the principal benefit of the United States government; and
4. The interests of the United States government in the improvement must be protected.

All parties agree that no activity will be conducted or permitted on the property that adversely impacts the volume of flow from the Three Sisters Springs or the quality of the water being discharged therein. It is expressly agreed by all parties that public access to the spring for kayaking/canoeing, swimming, snorkeling, diving, and wildlife observation does not adversely impact the integrity of the springs, as long as they are properly managed.

Once this management plan and/or any revision to the plan is approved by all parties, the Service and/or City may proceed with the implementation of elements within the plan without requiring further approval by City Council. A Three Sisters Springs Coordination Committee (Coordination Committee) comprised of the refuge manager, city manager, and a liaison from the city council will meet regularly to enhance coordination among the partners and to act as a bridge between the partners and city council. The committee will provide valued input on management goals for the property and review and evaluate progress through regularly scheduled committee meetings. All partners will have input upfront during planning efforts for the development of visitor services and activities allowed on the property and through the 30% design phase of capital improvements through this committee. Public engagement is required on proposed capital improvements and the development of planning documents on federally owned or managed lands. Therefore, public input will generally follow federal policy and guidelines. All decisions will comply with the National Wildlife Refuge System policy and federal law.

Bicycle/Walking Access

An extension of the City's Crosstown Trail was completed by the City to provide for access to the Three Sisters Springs property. Entry into the property will require payment of an entrance fee, as discussed below.

Trolley Access

The City will provide for public transportation into Three Sisters Springs via its established Welcome Center and Trolley service in accordance with a November 2016 Memorandum of Understanding (MOU) between the Service and the City. Where this plan and the MOU contradict, this plan shall prevail. The route provides stops at a public park and in the Community Redevelopment Area to enhance the visitor's experience and support downtown economic development. These changes have improved the economic health of this area and new private investment in this area. The City will continue to operate the transit service, visitor center, and fee booth at the entrance to the Three Sisters Springs Unit under this plan and will consider variations to the transit route to promote new stops requested by either party. The City will, to the extent practicable, add a stop at the refuge headquarters at 1502 SE Kings Bay Drive once renovations are completed. Changes may or may not change the ticket cost based on the time and distance of the proposed change. If, in the future, the City decides to discontinue operation of the trolley, welcome center and/or fee booth with City staff, the Service requires a 6-month notice to make alternative arrangements to replace the City-managed amenities.

The City-managed Visitor Center and transit system will be operated as an Enterprise Fund, where the costs of providing transportation services to the general public on a continuing basis will be financed or recovered primarily through user charges. The City will collect entrance fees on behalf of the Service and remit them to the Service on a monthly basis. Any credit/debit card service fees associated with the collection of the fees will be shared on a pro-rata basis by both parties. The City will provide to the Service a monthly report of the total number of visitors to the property, mode of transportation or

access to the property, funds collected, and expenditures. The City will copy the Service on monthly transit system reports provided to City Council. All funds collected, on behalf of either party, will be utilized for the operation, maintenance, or capital costs associated with the Property, Visitor Center, or Trolley Service.

The Three Sisters Springs Coordination Committee may periodically decide that net income is appropriate for specific capital improvements or maintenance projects on the property.

Funds from ticket sales will be shared with the Service as established below. Ticket prices may change as required to meet expenses incurred during the operation of the Welcome Center and Transit System. Changes to ticket prices must be approved by the Service, the Coordination Committee, and City Council annually.

Three Sisters Springs Fee Schedule							
Manatee Season (Nov. 15 - March 31)				Summer Season (April 1 - Nov14)			
	Entrance Price	City	USFWS		Entrance Price	City	USFWS
Adult	\$20.00	\$15.00	\$5.00	Adult	\$12.50	\$7.50	\$5.00
Senior (55+)	\$17.50	\$12.50	\$5.00	Senior (55+)	\$12.50	\$7.50	\$5.00
Military	\$15.00	\$10.00	\$5.00	Military	\$11.50	\$6.50	\$5.00
Child (6-15)	\$7.50	\$7.50	\$0.00	Child (6-16)	\$7.50	\$7.50	\$0.00
Child Under 6	\$0.00	\$0.00	\$0.00	Child Under 5	\$0.00	\$0.00	\$0.00
AP - Walk-in/Bike-in	\$100.00	\$80.00	\$20.00	AP - Walk-in/Bike-in	\$100.00	\$80.00	\$20.00
AP-Trolley	\$140.00	\$120.00	\$20.00	AP-Trolley	\$140.00	\$120.00	\$20.00
Crystal River Resident Individual Walk-In/ Bicycle-In Pass	\$40.00	\$20.00	\$20.00	Crystal River Resident Individual Walk-In/ Bicycle-In Pass	\$40.00	\$20.00	\$20.00
AP - 1 Day TP	\$6.50	\$6.50	\$0.00	AP - 1 Day TP	\$6.50	\$6.50	\$0.00
Citrus County residents will receive 50% discount upon request on the City fee. For example, Citrus County residents would pay \$12.50 instead of \$20 during season and \$8.75 during the off-season.							
All Federal Pass and Duck Stamp holders will receive 100% discount of the USFWS fee plus up to three people in their party. For example, Federal pass holder would pay \$15 instead of \$20 during season and \$7.50 in the off-season.							
CRNWR Annual Pass will be combined with the City Annual Pass to create the Three Sisters Springs Annual Pass. There will be a walk-in pass and a trolley pass that will admit pass holder and up to 3 additional guests each visit. Pass will be valid for one year from the date of purchase.							
Fees may be waived for educational programs and non-profit events at the mutual consent of the City and USFWS.							

Maintenance

The Service will be responsible for the long-term maintenance of all the facilities and infrastructure on the Three Sisters Springs property to ensure public safety.

Law Enforcement

The Refuge Complex has two full-time Federal Wildlife Officers that work staggered schedules to provide coverage 7 days a week. These officers cover law enforcement issues on Three Sisters and should be

called for any incidents. However, the Service does not have exclusive jurisdiction over the Three Sisters property, nor does the refuge have the resources to provide 24-hour/7days per week law enforcement response to the property. The Service exercises proprietary jurisdiction over the property, which essentially means State and local officers can respond to any type of criminal incident if refuge officers can't be reached or are not available. The Service estimates that 25% of officer time will be spent patrolling the Three Sisters Springs property by land or water. Additional officers may be provided by the Service at special events or particularly busy times of the year if needed.

Concessions

If in the future, the City decides to discontinue operation of the trolley, welcome center and/or fee booth with City staff, the Service may provide visitor access through a concession contract in accordance with Service policy. As noted above, the Service requires a 6-month notice to make alternative arrangements to replace the City-managed amenities. It is acknowledged that the City must provide 60 days written notice to FCT on the lease of any interest, the operation of any concession, or other contracts of a similar nature, and that execution of any such document requires review and approval by FCT.

STAFFING

There are currently 9 full-time employees currently working at the Refuge Complex. Staff is comprised of Refuge Managers, a Visitor Services Specialist/Refuge Ranger, Law Enforcement Officers, a Biologist, a Natural Resource Planner, an Administrative Specialist, and Maintenance Workers. Initially, management would be achieved by staff allocating an estimated percentage of their time at no less than the rates and projected annual costs listed below. These costs will be covered under the existing refuge budget until entrance fees are established. Please note that all staffing and management actions proposed are contingent upon the availability of funding through the Federal government budget process. Note that the refuge is currently allocating approximately 32% of overall staff time at an estimated annual cost of \$301,715 during Fiscal Year 2017.

Cost Estimates for Current Staffing/Management

Refuge Manager – 30% FTE	\$ 45,000
Deputy Manager – 20% FTE	\$ 30,000
Wildlife Biologist – 30% FTE	\$ 30,000
2 Law Enforcement Officers – 30% FTE each	\$ 70,000
Visitor Services Specialist/Refuge Ranger (Vacant) – 75% FTE	\$ 75,000
Maintenance worker – 50% FTE	\$ 50,000
<u>Maintenance budget</u>	<u>\$ 25,000</u>
TOTAL	\$325,000

Once an entrance fee is established, the refuge will seek to add positions to increase management and education at the site, including a full-time Volunteer Coordinator/Refuge Ranger and possibly two fee collectors depending on the level of involvement desired by the City. The City currently staffs the fee booth 7 days a week. Once the property has been fully developed, anticipated user fee collections may reach approximately \$402,500 annually (e.g., average ticket sales of \$11.50 per person X 35,000 visitors). The Service's portion of the entrance fees (i.e., \$175,000) will be used in accordance with the Federal Lands Recreation Enhancement Act, including additional staff salary and benefits, the upkeep and maintenance of the property and facilities, development of visitor programs and activities.

Cost Estimate for Increased Management if City continues operation of the Trolley/Fee Booth

Volunteer Coordinator/Refuge Ranger – 100% FTE	\$100,000
<u>Operations and Maintenance</u>	<u>\$50,000</u>
TOTAL:	\$150,000

Cost Estimates for Increased Management if Service operates the Trolley/Fee Booth

3 Fee Booth Collectors – 100% each FTE	\$180,000
Volunteer Coordinator/Refuge Ranger – 100% FTE	\$100,000
2.5 Bus Drivers – 100%	\$150,000
<u>Operations and Maintenance</u>	<u>\$50,000</u>
TOTAL:	\$480,000

MONITORING AND REPORTING

The following will be monitored and reported by the Service and the City:

- Number of visitors;
- Breakdown in ticketing categories and sales;
- Temporary spring closures;
- Annual update to list of birds and/or other wildlife using the property;
- Removal of exotic plants;
- Infrastructure needs or concerns; and
- Progress towards meeting objectives of the FCT Declaration of Restrictive Covenants.

These findings will be compiled in a report and given to FCT, SWFWMD, City, and the Service on an annual basis, with such report to be filed by no later than January 30th of each year.

Annual Stewardship Report

The City and FWS will prepare an Annual Stewardship Report, due to FCT on January 30th of each year. The report will evaluate the implementation of the Management Plan by Fiscal Year (October 1 through September 30 of the following year).

Management Plan Revisions

It is acknowledged that written approval must be requested from FCT before undertaking any site alteration or physical improvement that is not addressed in the approved management plan. Once the plan and/or any revision to the plan is approved by all parties, the Service and/or City may proceed with the implementation of elements within the plan without requiring further approval by City Council.

COPY



APPENDIX A: STATUS OF DECLARATION OF RESTRICTIVE COVENANTS

JUNE 2019

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or another similar category.
Completed.
2. At least four recreational facilities, such as a canoe/kayak launching platform, fishing pier, picnic pavilions, and wildlife platforms, shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

Partially complete. A boardwalk with 5 viewing platforms and a picnic pavilion have been constructed. The canoe/kayak launch has been removed from the plan due to a lack of community support. Two manatee viewing platforms, an observation platform over the wetlands, public restrooms, and a fishing pier/dock are planned for the future.

3. The project shall provide access facilities to an existing open water shoreline, such as a canoe/kayak launching platform and fishing pier.
Initiated. The canoe/kayak launching platform has been proposed for removal from the plan. The design and location of the fishing pier were addressed in an Environmental Assessment and will be installed contingent upon agreement by the City and future funding.
4. A permanent recognition sign, at a minimum size of 3' X 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.
Complete.
5. Interpretive signs or kiosks shall be provided on the project site to educate visitors about the natural environment or history of the area.
Complete. However, additional wayfinding and interpretive signs will be developed as visitor facilities, infrastructure, and habitat improvements are completed.
6. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
Complete/On-going. The refuge conducts guided tours and interpretive programs for free to the public during manatee season and has plans to expand the schedule year-round. Two interpretive tours are offered twice daily: "Beyond the Boardwalk" and "A Walk Through the Wetlands" and birdwatching tours are offered twice per week, resulting in up to 30 programs per week during manatee season. Weekly birding tours were initiated during May 2019 and will continue through the summers.

Additionally, the refuge and the Friends of the Crystal River National Wildlife Refuge Complex have implemented an environmental education program with the Crystal River Primary School (CRPS) to

teach 5th graders about the refuge, including springs, watersheds, wetlands. This program was piloted in 2017 and was implemented during 2019. A total of 110 CRPS students from five different 5th grade classes went through the 6-hour educational program held at TSS during January 2019.

7. The natural communities that occur on the site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

Complete/On-going. The shoreline of the springs was restored using sandbags and boulders to prevent erosion and shoreline collapse. Native wetland vegetation was planted along the shoreline and vicinity of the boardwalk. Restoration is planned for the remaining areas, including a butterfly/pollinator garden contingent upon agreement from the City. Only native vegetation will be planted on site.

8. The project site shall be maintained in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

Complete/On-going. Bird surveys are conducted regularly as well as a floristic inventory. Manatee use of the springs is monitored regularly and human access is restricted to protect manatees during cold weather events.

9. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

Complete, although improvements will be made during 2019.

10. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provides wildlife habitat and/or open space in a park-like setting. The development of the stormwater facilities shall be coordinated with and constructed by the Southwest Florida Water Management District.

Complete. The 6-acre Wetland Treatment Area and 1-acre of a hydric hammock in Lake Crystal were constructed in 2015.

11. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.

Complete. The stormwater treatment wetland was planted with native vegetation and attracted a variety of wildlife, particularly water birds.

12. A significant portion of the upland area on the project shall be planted with native vegetation.

Partially complete/On-going. A variety of native hardwoods were planted to help stabilize the bank around Three Sisters Springs, restore areas that had significant amounts of Brazilian Pepper removed during 2013, provide future shade along the boardwalk, and create a buffer between Three Sisters Springs and the neighboring properties. A total of 60 trees were planted, including the following species: eastern red cedar, bald cypress, water tupelo/black gum, sweetgum, red maple, sassafras, Walter's viburnum, and buttonbush. Restoration is planned for the remaining open areas, including a butterfly/pollinator garden contingent upon agreement from the City and availability of funding.

13. A significant portion of the wetland area on the project shall be planted with native vegetation.
Complete.
14. Exotic vegetation shall be removed from the project site.
Complete/On-going. The exotic and invasive vegetation was removed from the entire property in 2013, and the uplands were treated by a licensed contractor during 2018. Maintenance treatments are conducted annually by refuge staff.
15. An ongoing monitoring and control program for invasive vegetation, including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
Complete/On-going. The exotic and invasive vegetation was removed from the entire property in 2013, and the uplands were treated by a licensed contractor during 2018. Maintenance treatments are conducted annually by refuge staff.
16. A feral animal removal program shall be developed and implemented for the project site.
Complete/On-going. Since 2010, only one feral animal has been documented and removed from the project site.
17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site file.
Complete/On-going, as appropriate. No archaeological sites are known to exist on the property.
18. A safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.
Complete.
19. A nature trail of at least one-quarter mile shall be provided on the project site.
Complete. Approximately 1.75 miles of trails currently exist on the site.
20. The development and management of the project site shall be coordinated with the agencies managing the Cross Town Trail, to ensure the project site is managed as part of a linked land-based trail system.
Complete.
21. Neither the Recipient nor any third party shall pump, withdraw, divert from or impound on the FCT project site ground or surface water for the purposes of commercial or industrial use.
Complete.

APPENDIX B: COMMUNITY WORKING GROUP RECOMMENDATIONS

Three Sisters Springs Community Working Group

The Three Sisters Springs Community Working Group has reached unanimous consensus on these recommendations as the first step toward the development of our community's urban wildlife refuge.

We offer these six priorities as a starting point for the residents, the city, the federal government, the school system and community interest groups to work together to give direction toward the best utilization of the refuge.

Every attempt has been made to look at the restrictive covenants from the Florida Community Trust (FCT) as a guide toward developing these recommendations.

The working group can be called back by the city or USFWS if needed.

All meetings were conducted under the Florida Sunshine laws and were advertised and open to the public.

Executive Summary

A community working group reached consensus on the following six recommendations.

1. A Visitors Center should be built off the property contiguous to, or as close as possible to Three Sisters Springs (TSS).
 - A. This should include parking and interactions such as ticket sales, gift shop, interpretive displays, general TSS facts/history, etc.
2. Visitors from the Visitors Center should either walk or be transported onto the property.
 - A. There should be minimal vehicular traffic and parking on the property, i.e., staff only.
3. An Educational Building should be built on the property.
 - A. The intended audience is all ages - children through seniors.
 - B. A consensus of the details of the building: footprint, square footage, interior arrangement, location, staffing, maintenance, etc. will be determined at further meetings.
 - C. The group recommended USFWS and Friends group conduct further community workshops to define the vision and mission of the Education Building/Center. Citrus Schools may recommend curriculum guidance and expertise. Discussion included possible hands-on field trips/excursions and lesson plans. Refuge could serve as an outdoor laboratory full of opportunities to supplement and support current classroom activities.
4. Improvements to the property should have due consideration to minimize the impact and intrusive nature to the residential neighbors around the TSS Property.
5. Improvements to the property should be flexible and evolve as needed.
 - A. Changes can and should be made as new information is learned. Examples include:
 - B. Visitor Capacity; seasonal maximum and minimums, durations, visitor feedback, etc.
 - C. Educational opportunities and requests.
6. Restore native habitat. The natural plant habitat should be restored on and around current and future trails.

Executive Summary - Continued

In addition, the working group reached consensus on the following principles:

- Visitor to the property should have a robust holistic educational experience.
 - ~All aspects of the experience should be "World Class."
 - ~Conserve, protect and enhance natural resources.
 - ~Eco-System Eco-friendly and Water/habitat based.
 - ~TSS Property should expand visitor overall knowledge and information of the springs and its function as a manatee sanctuary, the aquifer, Karst system, river, etc. By contrast, Homosassa Springs Wildlife Park has a "Wildlife" theme and TSS should have a "Water/Habitat" theme.
 - ~All ages - Children through Senior.
 - ~Include passive opportunities-
 - More extensive and naturally restored walking paths and trails.
 - Educational signage, passive interpretive signage and or mobile app based.
 - Property and trails should incorporate "The Arts" using art to teach visitors about wildlife and habitat found along path and property - becomes a destination
See: <https://www.fws.gov/refuge/willapa/arttrail.html>
 - ~Viewing platforms as per the Management Plan
 - ~Include bike rack at the entrance to connect current Crosstown Trail.
- Use the best environmental and eco-friendly practices, where practical, in the design of programs, infrastructures, transportation, etc.
 - ~Appropriately sited restrooms.
 - ~Attractive and welcoming entrance.

Supporting Information

The TSS Community Working Group was brought together to provide the City of Crystal River Council members and Staff a recommendation on how to move forward with improvements to TSS property. The group met four times from June 22, 2016 to September 21, 2016. The objective of the meetings was, *"To produce a community written guidance document detailing priority actions and timelines for the TSS property."* A fifth meeting was held on October 13, 2016, to review and finalize this document.

Meeting objectives included:

- Develop trust and community between working group members.
- Develop a shared understanding of the property and project history.
- Develop shared understanding of the covenant requirements which may include common definitions of terms.
- Brainstorm a list of potential priorities for TSS.
- Discuss pros and cons of management activities and categorize based on importance, feasibility, desirability and cost.

The group discussed and reviewed the twenty-one (21) Covenants in the Declaration of Restrictive Covenants Agreement for TSS. The following is a summary of the discussion.

Complete:

1. Zoning changes.
4. A recognition sign.
10. Develop storm water facilities. Completed by SWFWMD with installation of the Wetlands.
13. A significant rotation of the wetlands shall be planted with native vegetation.
11. Storm water facility shall provide recreation open space of wildlife habitat.
18. A safe pedestrian sidewalk connection between the site and existing sidewalk.
21. Ground or surface water shall not be used for commercial purposes.

Partially implemented:

2. Provide at least four recreational facilities. Two of four have been installed: A picnic pavilion and a wildlife platform had been installed.
5. Interpretive signs or kiosks shall be provided. Some signs exist on the boardwalk and two kiosks are being built, but not yet installed.
6. At least 12 regularly scheduled educational classes shall be schedule per year. There was much discussion on this, especially as it pertains to an educational building on the property. Events that meet this covenant include: USFWS open houses, Marine Science Station expeditions to TSS. Friends Education Tours, USFWS interpretive talks, USFWS SUP Tours, i.e., film crews, Media (FAM) tours, etc. Also enhancements to the trails as indicated above in the executive summary contribute to this covenant.
8. Protect and enhance the listed and non-listed native wildlife species and habitat. Partially implemented with improvement to Lake Crystal.
9. Parking will have minimal impact. Temporary parking has minimal impact. Per 1 and 2 above regarding the Visitors Center, this will complete this covenant when implemented.
12. A significant portion of the upland area will be planted with native vegetation.
16. A feral animal program shall be implemented and will be ongoing as needed.
19. A nature trail shall be provided. A trail exists, however significant improvements are recommended by adding interpretive signage, and/or electronic Mobile APPs.
20. The project shall be linked to the land based trail system.

On going and will continue in perpetuity:

7. The project site shall be preserved and managed. This is in progress with the completion of the SWFWMD wetlands project and additional planting on the property.
14. Exotic vegetation shall be removed.
15. An ongoing monitoring and control program for invasive vegetation shall be implemented.
17. Determine the presence of archaeological sites.

Not implemented:

3. Provide access to existing open water shoreline. A clarification from Florida Communities Trust (FCT) as to the intent of this covenant is needed. The city should actively pursue resolving the intent of this covenant with the FCT.

The following recommendations were discussed as part of a "wish list" and are presented here merely to provide whatever input a development firm, architects, etc. may choose to use or not use.

- No trash cans on the property outside the educational building - bring out what you bring in. Example *"Leave No Trace."*
- Any building improvements to the property should blend in with the natural surroundings.
- Allow pedestrian access.
- Composting toilets, if practical.

A list of potential recreational activities that could meet Covenant Number 2 (passive recreation) was developed:

- Fishing pier on Lake Crystal
- Bike path
- Birding stations
- Tree/Shrub identification
- Manatee fact challenge
- Elevated or raised boardwalk around new wetlands area
- Nature path
- GEO caching
- Diving in Lake Crystal
- Nature photography

Minutes for each meeting are available through the City of Crystal River Deputy Clerk.

Working Group Members

Name	Community Organization
Dee Atkins	Citizen at large
Mike Crouch	Kings Bay Rotary
Chuck Dixon	Citrus County School District
Mike Engiles	META (Manatee Eco-Tourism Association)
Tom Gotterup	Friends of Crystal River National Wildlife Refuge
Jack Huegel	Save Crystal River, Inc.
Janis Huegel	Save Crystal River, Inc.
Joan Luebbe	Crystal River Waterfronts Advisory Board
Bob Mercer	Citizen at large
Mary Morgan-Smith	Friends of Crystal River National Wildlife Refuge
Gerry Mulligan	Crystal River Area Council
Earnie Olsen	Marine Science Station School District
Ardath Prendergast	Citrus County Chamber of Commerce
Pat Rose	Save the Manatee Club
Philis Rosetti-Mercer	Crystal River Waterfronts Advisory Board
Charlie Slider	META (Manatee Eco-Tourism Association)
Adam Thomas	Citrus County Tourist Development
Katie Tripp	Save the Manatee Club
Lisa Vandebroe	Kings Bay Rotary
Josh Wooten	Citrus County Chamber of Commerce
Joy Hazell	Facilitator
Lisa Morris	City of Crystal River Deputy Clerk

This document prepared by:
Kristen L. Coons, Esquire
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF8 AWARD #08-088-FF8
FCT Contract #09-CT-D1-08-F8-J1-088
THREE SISTERS SPRINGS

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the **CITY OF CRYSTAL RIVER**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax

DRC\08-088-FF8
7/12/2010

purposes;

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **Citrus County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: City of Crystal River
123 NW Highway 19
Crystal River, FL 34428
ATTN: Andrew Houston

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish

and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.
2. At least four recreational facilities, such as a canoe/kayak launching platform, fishing pier, picnic pavilions, and wildlife platforms, shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.
3. The project shall provide access facilities to an existing open water shoreline, such as a canoe/kayak launching platform and fishing pier.
4. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and the Recipient.

6. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.
7. The natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
8. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.
9. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.
10. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with and constructed by the Southwest Florida Water Management District.
11. Any proposed stormwater facility for the project site shall be designed to provide recreation open space or wildlife habitat.
12. A significant portion of the upland area on the project shall be planted with native vegetation.
13. A significant portion of the wetland area on the project shall be planted with native vegetation.
14. Exotic vegetation shall be removed from the project site.
15. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.
16. A feral animal removal program shall be developed and implemented for the project site.
17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites.

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. A safe pedestrian sidewalk connection shall be provided between the project site and the sidewalk network in the adjacent neighborhood.
19. A nature trail of at least ¼ mile shall be provided on the project site.
20. The development and management of the project site shall be coordinated with the agencies managing the Cross Town Trail, to ensure the project site is managed as part of a linked land-based trail system.
21. Neither the Recipient nor any third party shall pump, withdraw, divert from or impound on the FCT project site ground or surface water for the purposes of commercial or industrial use.

VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the “disallowable activities,” may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT.

"Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water

Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

[Signature]
Print Name: ANDREW HUTTON

[Signature]
Print Name: ELIZABETH MCBRIDE

CITY OF CRYSTAL RIVER, a local
government of the State of Florida

By: [Signature]
Ronald E. Kitchen Jr.

Date: July 12, 2010

Approved as to Form and Legality.
By: [Signature]
Print Name: Gerry G. Angelidis

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 12th day of July,
2010, by Ronald E. Kitchen Jr. on behalf of the Local Government, and who is personally
known to me.

[Signature]
Notary Public
Print Name: Carol Harrington
Commission No. DD 936013
My Commission Expires: 2/26/14



FLORIDA COMMUNITIES TRUST

Print Name: BRAD WIRECK

Print Name: John T. Sirgy

By: Ken Reedy
Ken Reedy, Community Program Manager
Florida Communities Trust


Date: 7-14-10

Approved as to Form and Legality:

By: Kristen L. Coons
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of July, 2010, by **Ken Reecy**, Community Program Manager, Florida Communities Trust, who is personally known to me.



 Notary Public
 Print Name: _____
 Commission No. _____
 My Commission Expires: _____

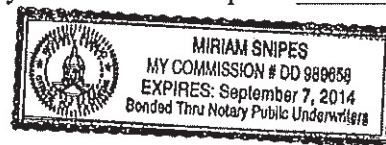


EXHIBIT "A"

Legal Description Parcel 15-347-123 (Three Sisters Springs)

THE PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE WEST: BY THE EAST AND SOUTH LINES OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1171, AT PAGE 843, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND BY THE EASTERLY LINE OF THE WATERS OF THE SPRING RUN CANAL (SAID CANAL LYING EAST OF AND ADJACENT TO LOTS 1, 2 AND 3 OF PARADISE ISLE, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 88, OF SAID PUBLIC RECORDS) AND BY THE NORTHERLY PROJECTION OF SAID EASTERLY LINE OF SPRING RUN CANAL WATERS TO ITS INTERSECTION WITH THE AFOREMENTIONED SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1171, AT PAGE 843;

ON THE NORTH: BY THE SOUTHERLY RIGHT-OF-WAY LINE OF S.E. KINGS BAY DRIVE (A PUBLIC RIGHT-OF-WAY 66 FEET WIDE AS GRANTED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 64, AT PAGE 144, OF SAID PUBLIC RECORDS);

ON THE EAST: BY THE WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD (A PUBLIC RIGHT-OF-WAY 100 FEET WIDE GRANTED TO THE CITY OF CRYSTAL RIVER VIA THE DEED RECORDED IN OFFICIAL RECORDS BOOK 501, AT PAGE 261, OF SAID PUBLIC RECORDS, AND FORMERLY KNOWN AS THE SEABOARD COAST LINE RAILROAD RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY AND TRACK MAP NO. V.5.C FL 7 DEPICTING THE HOMOSASSA BRANCH AS PREPARED BY ATLANTIC COAST LINE RAILROAD COMPANY AND DATED JUNE 30, 1917, FURTHER REFERENCED AS VALUATION MAP NO. VO6364 BY CSX REAL PROPERTY, INC.);

AND

THE PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE EAST: BY THE WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD (A PUBLIC RIGHT-OF-WAY 100 FEET WIDE GRANTED TO THE CITY OF CRYSTAL RIVER VIA THE DEED RECORDED IN OFFICIAL RECORDS BOOK 501, AT PAGE 261, OF SAID PUBLIC RECORDS, AND FORMERLY KNOWN AS THE SEABOARD

DRC\08-088-FF8
7/12/2010

COAST LINE RAILROAD RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY AND TRACK MAP NO. V.5.C FL 7 DEPICTING THE HOMOSASSA BRANCH AS PREPARED BY ATLANTIC COAST LINE RAILROAD COMPANY AND DATED JUNE 30, 1917, FURTHER REFERENCED AS VALUATION MAP NO. VO6364 BY CSX REAL PROPERTY, INC.);

ON THE SOUTH: BY THE NORTHERLY LINE OF THE WATERS OF THE UNNAMED CANAL ORIENTED EAST TO WEST AND LYING AT THE NORTH END OF THE FOLLOWING SUBDIVISIONS: PRETTY SPRINGS (UNRECORDED); PRETTY SPRINGS UNIT 2 (RECORDED IN PLAT BOOK 7, PAGE 19, OF SAID PUBLIC RECORDS); PRETTY SPRINGS (RECORDED IN PLAT BOOK 5, AT PAGE 37, OF SAID PUBLIC RECORDS) AND GLEN AIRE ESTATES (UNRECORDED) AND BY THE EASTERLY PROJECTION OF SAID NORTHERLY LINE OF UNNAMED CANAL WATERS TO ITS INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF S.E. CUTLER SPUR BOULEVARD;

ON THE WEST: BY THE WATERS OF THE SPRING RUN CANAL (SAID CANAL LYING EAST OF AND ADJACENT TO LOTS 1, 2 AND 3 OF PARADISE ISLE, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 3, AT PAGE 88, OF SAID PUBLIC RECORDS) AND BY THE NORTHEASTERLY LINE OF THE WATERS OF THE SPRING RUN CANAL (SAID SPRING RUN CANAL LYING NORTHEASTERLY OF AND ADJACENT TO PALM ISLAND, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 4, AT PAGE 22, OF SAID PUBLIC RECORDS)

IT BEING THE SPECIFIC INTENT TO ESTABLISH AS THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY BOUNDARIES OF THE LANDS HEREIN DESCRIBED, A CONTINUOUS BOUNDARY LINE ALONG THE NORTHERLY, NORTHEASTERLY AND EASTERLY LINES OF THE WATERS OF THE ABOVE DESCRIBED CONTINUOUS CANAL (UNNAMED AND SPRING RUN) AND IT BEING THE FURTHER SPECIFIC INTENT TO INCLUDE WITHIN THE LANDS HEREIN DESCRIBED THE NATURAL FEATURE KNOWN AS THREE SISTERS SPRINGS, BY VIRTUE OF THE DISCLAIMER EXECUTED BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 625, AT PAGE 973, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

END OF LEGAL DESCRIPTION

Memorandum of Understanding**No. 40181GK001****Between****U.S. Department of the Interior
Fish and Wildlife Service****and****City of Crystal River****I. Authority**

This Memorandum of Understanding (MOU) between the U.S. Department of the Interior, U.S. Fish and Wildlife Service, Southeast Region (hereinafter referred to as the "Service") and the City of Crystal River, a local government of the State of Florida, (hereinafter referred to as the "City") is hereby entered into under the authority of the Fish and Wildlife Coordination Act (16 USC 661-666c) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

II. Background:

The National Wildlife Refuge System (System) is the largest assemblage of lands and waters set aside for wildlife and habitat conservation in the world. As stated in the National Wildlife Refuge System Improvement Act of 1997 (the Improvement Act), the mission of the System is the following:

"to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations of Americans".

The Crystal River National Wildlife Refuge (Crystal River NWR or Refuge), located near Crystal River, Florida was established "...to conserve (A) fish or wildlife which are listed as endangered species or threatened species..." 16 U.S.C. 1534 (Endangered Species Act of 1973), specifically focusing on the West Indian manatee (*Trichechus manatus*) and more specifically the Florida subspecies (*Trichechus manatus latirostris*). Three Sisters Springs is a unit of the Refuge, and is managed under a Management Agreement (hereinafter referred to as the Management Agreement)

between the City of Crystal River, Southwest Florida Water Management District and Crystal River NWR. The purpose of the Management Agreement is to create a formal agreement by which our partnership works to conserve, protect, and enhance the natural resources of the site while providing public visitation, educational, and recreational opportunities in accordance with the 2010 Declaration of Restrictive Covenants and the 2010 Management Agreement

Three Sisters Springs is managed as an extension of Crystal River National Wildlife Refuge in accordance with 1) the Three Sisters Springs Project Management Plan; 2) the National Wildlife Refuge System Administration Act of 1966, as amended by the Improvement Act; 3) other acts of general applicability to the Refuge System; 4) Title 50 of the Code of Federal Regulations (including the Kings Bay Manatee Protection Area Rule); and 5) Florida laws and regulations.

The City provides visitor services in a manner that will benefit visitors to the Three Sisters Springs and foster an appreciation for fish and wildlife.

III. Purpose:

The City and the Refuge collaboratively work to provide public recreational activities at Three Sisters Springs. While the City and the State of Florida own the land, the Service manages it as part of the Refuge. Therefore, the purpose of this MOU is to clarify certain operations to develop a mutually acceptable plan for public land access to Three Sister Springs property for manatee viewing.

IV: Responsibilities of the Parties:

A. The City shall:

1. Control ADA compliant visitor land access into the Three Sisters Springs property, boardwalk and manatee viewing area including foot, and tram/vehicle entrance traffic;
2. Whenever possible, the City will hire and manage staff to operate visitor access. If the staff operating visitor access is through a separate independent vendor (hereinafter referred to as the "Tram Operator") the City shall require that the Tram Operator carry and maintain liability and accident insurance policies in an amount not less than the following: \$250,000.00 each person, \$1,000,000.00 each occurrence and \$250,000.00 property damage. The City shall also require the Tram Operator to provide proof of insurance on an annual basis;
3. Collect entrance and/or transportation fees;
4. Submit to the Service for review concurrence the proposed entrance fees, the process for collecting entrance fees, and any proposed increases in entrance fees. All rates and

charges to the public shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this MOU or via Special Use Permit. Reasonableness of rates and prices will be judged by comparison with those currently charged for comparable services or goods furnished or sold in the vicinity of the Refuge under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, plus any other conditions customarily considered in determining fair charges. The City will also consider project expenditures versus project revenues as outlined below in annual financial reports. The City shall not be expected to provide service at a loss;

5. The City will provide to the Service on an annual basis a report of funds collections and expenditures;
6. All support businesses directly related to visitors and operating within the Refuge will require approval of the City; and
9. The City shall submit the proposed content of any interpretive programs, exhibits, materials or displays developed independently to the Refuge Manager for review and approval prior to offering such programs, exhibits, materials or displays to Refuge visitors.

B. The Service shall:

1. Provide volunteer boardwalk interpreters whenever possible and coordinate their schedule with the City;
2. Provide boardwalk interpretive materials whenever possible;
3. Provide visitor services staff, biological expertise and law enforcement when needed to help manage manatee conservation and public interest;
4. Maintain the boardwalk and trails making necessary repairs to ensure safe public access;
5. Provide or assist in development of interpretive materials and training for the Tram Operator in order to provide educational information for visitors riding the tram to and from the Three Sisters Springs viewing facility; and
6. Develop interpretative programs consistent with Refuge objectives, the management plan, the management agreement, restrictive covenants, and provide scheduled programs to the public during manatee season. Schedules will be provided to the City in advance to promote attendance.

Both the Service and City will work together on the following:

- a. Provide a high quality visitor experience within the requirements established by this document and regulations that dictate interaction with endangered species;
- b. Coordinate activities onsite to improve the refuge operation, control costs and provide a high quality visitor experience;
- c. Build capacity and make improvements within the site as well as offsite consistent with the plan;
- d. Meet at least quarterly to discuss operations and development of the site.
- e. Deliver consistent messages on Three Sisters Springs, the Refuge and its operation;
- f. Complete review of the Management Plan and address the commitments in the plan that have not yet been met and
- g. Shall consider the objectives set forth in the management agreement, management plan, restrictive covenants and promote and foster these objectives when planning and implementing activities.

V. Period of Performance

- A. The term of this MOU will be in place for a period of five years starting from the execution of this this agreement and will be evaluated annually. A new MOU can be written or revised on an annual basis. This MOU can be terminated by any of the parties as described in section V.C.; however the Management Agreement will remain implemented.
- B. Amendments or modifications to this MOU can be made upon written consent of both parties. This agreement is valid from the date of execution.
- C. Any of the undersigned parties may terminate this agreement by giving a 180-day written notice. In the event that one party submits a written notice of intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try and resolve their differences.

VI. General Principles

- A. This MOU shall not obligate the Parties to any present or future expenditure of funds. Any future obligation of funds shall be handled under a separate contracting vehicle.

- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures of each represented agency and will be executed in a separate agreement.
- C. The Service's liability will be governed by the Federal Tort Claims Act (28 U.S.C. 2761 et seq.). The extent of liability for the City will be governed by the laws of the State of Florida in the County of Citrus.
- D. Publications, releases, or material to be distributed to the public relating to this MOU, with the exception of such a release as required by Federal and State law, will be first reviewed by all parties with a request for approval, and parties will receive credits or acknowledgments. This includes a consistent message from all parties as it relates to the Three Sisters Springs property and its operations.
- E. All parties will re-evaluate the provisions of this MOU annually. Revised and mutually agreed upon changes/additions will appear as amendments to the MOU which will bear the signature and the date of the designated representative or liaison(s) of each party to the agreement.
- H. No part of this MOU or supplements hereto shall entitle the Service or the other cooperators to any share of interest in activities other than those provided by applicable laws and regulations.
- I. During the performance of work undertaken pursuant to this MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of the MOU, the parties shall not discriminate on the grounds of race, color, creed, gender, age, physical handicap or national origin.
- J. Each party to this agreement assumes all liabilities, obligations, losses, damages or judgments (including, without limitation, penalties and fines), claims, actions, suits, costs and expenses (including, without limitation, attorney fees and expert fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever and by whomsoever made, in any way relating to or arising out of the activities of the its own employees, subcontractors, representatives, officials or agents under this MOU.

VII. Representatives of the Parties

A. The representative for the Service will be: Joyce Palmer

B. The representative for the City will be: Ed Call

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.


Jim Farley Mayor of Crystal River

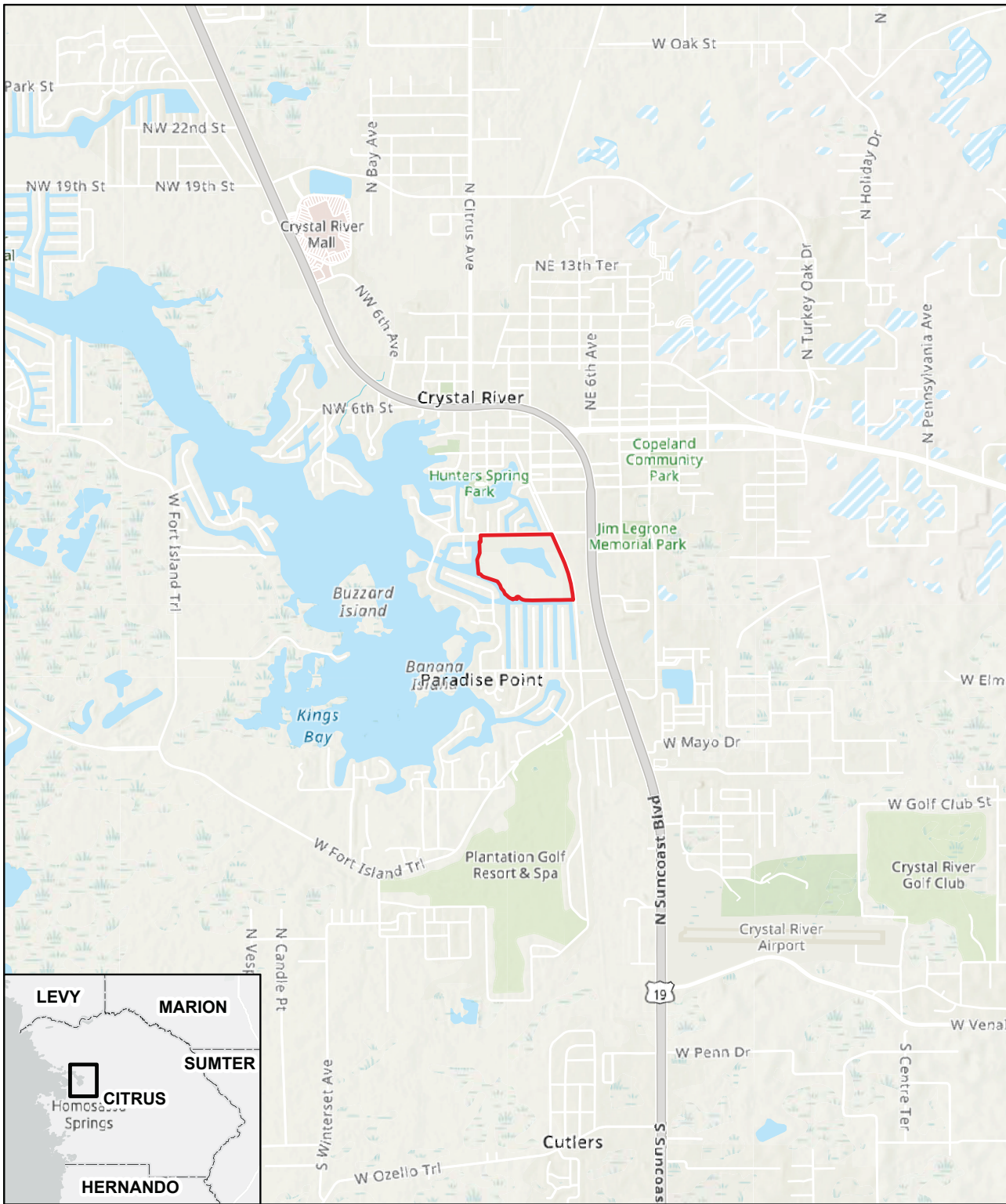
11-7-16
Date


David Viker, Chief SE Region National Wildlife Refuge System

11-7-16
Date

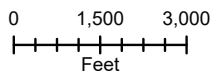
Exhibit 2

Amendment to Management Agreement with the City of Crystal River and the U.S. Fish and Wildlife Service for Chassahowitzka River and Coastal Swamps - Three Sisters Springs - SWF Parcel No. 15-347-123X



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

 Three Sisters Springs Property





Three Sisters Springs Property

0 250 500
 Feet



OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Consent Agenda

Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Right of Way – Schultz Preserve - SWF Parcel Numbers 11-709-154 and 11-709-155S

Purpose

Request Governing Board approval of a land exchange with the Tampa Port Authority (Port) for about 0.5 acre of property in Schultz Preserve (Preserve) owned by the Southwest Florida Water Management District (District) for about 1.1 acres of property owned by the Port. The District property is needed for expansion of railroad services to accommodate the relocation of the Ardent Mills' flour mill to the Port's Gibsonton (Port Redwing) facility. A general location map is included as Exhibit 1.

Background/History

During the October 2019 Governing Board meeting, the Governing Board was informed about the Port's request to exchange property as part of the approval of a site permit for construction of a flour mill facility for Ardent Mills LLC., at the Port's Gibsonton facility. The Port's lease agreement requires construction of additional utilities, a new conveyor transport and expansion of the existing railroad tracks to accommodate more rail and hopper cars that carry loose bulk commodities. The land required by the Port is needed for Right of Way as a buffer for the railroad expansion.

The Port's request is to exchange a 2,080 linear foot strip (0.5 acres) of District property directly adjacent to the existing railroad track on the Port's property for the Port's property (1.1 acres) located along the southeast corner of Schultz Preserve.

The District holds title to the Port Redwing-Schultz property which was purchased through an equal funding partnership with the Hillsborough County Board of County Commissioners (BOCC). District staff and the County have been jointly reviewing the Port's proposal. The County manages Schultz Preserve for conservation and recreational purposes pursuant to a lease agreement with the District. Through the lease agreement for the property, the County has a Right of First Refusal (RoFR) for the District property to be exchanged. The County has reviewed the Port's exchange proposal and plans to waive its RoFR.

To further the negotiation process, the District, with consent by the County, agreed to the conceptual terms of an exchange through a non-binding Letter of Intent (LOI) dated October 30, 2019 (Exhibit 2). The Exchange Agreement is being developed based on the terms included in the LOI. Additionally, the County has agreed to amend the existing lease agreement for Schultz Preserve to account for the exchange.

Valuation Summary

The Port obtained and provided the District with an appraisal for both properties to be exchanged. The appraisal was determined to meet the necessary legal or District requirements and contain factual data to support the value conclusions.

Item 17

The appraisal report is available upon request and the value conclusions are summarized as follows:

	District Property	Port Property
Land Value	\$40,000*	\$115,000
Price Per Square Foot	\$1.83	\$2.49

* Appraisal report indicates \$75,000 and value was adjusted to reflect actual land area to be exchanged

Negotiated Transaction

The Exchange Agreement negotiated requires the Port to make site improvements to their property being offered for exchange. Specifically, the site improvements will include a culvert installation, parking lot stabilization, fencing and an electric access gate having an estimated cost/value of \$100,000. The District property with a value of \$40,000 will be exchanged for property and improvements with a value of approximately \$215,000. The following is a summary of the terms negotiated between the District, the County, and the Port and included in the LOI:

- District will exchange the fee simple interest of about 0.5 acres for the fee simple interest in Port property of about 1.1 acres
- Port will improve their property to be exchanged, solely at its cost within one year of the transfer, including obtaining permits to install a culvert(s) to improve access, clearing non-wetland vegetation and trees, and stabilize a parking area with shell or other material. The property will be fenced, and a motorized gate installed. The cost of improvements will be included in the overall exchange value.
- Port will, at its sole cost, prepare boundary surveys and legal descriptions for both the District's and their parcel to be exchanged.
- District will convey a perpetual easement to the Port across a portion of Port property to be exchanged for its existing waterline on the property subject to the District being granted surface access rights across the easement.

Benefits/Costs:

The exchange transaction is to be completed at no cost to the District. The exchange of this property will improve the access and security to the Schultz preserve for District, County, and the public. Given the small size and contiguity of the subject property with the existing District ownerships there should not be an increase in the costs associated with Hillsborough County's ongoing management of the property.

Item 17

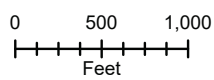
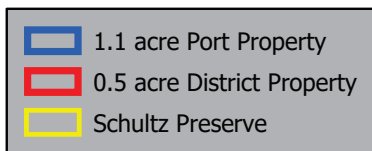
Staff Recommendation:

- Approve an exchange with the Port for about 0.5 acres of District property in Schultz Preserve for about 1.1 acres of property owned by the Port.
- Authorize the Governing Board Chair and Secretary to execute an Exchange Agreement consistent with the Letter of Intent signed by the Executive Director dated October 30, 2019.
- Designate the property to be received by exchange (SWF Parcel No. 11-709-155S) as having been acquired for conservation purposes.
- Accept the appraisals conducted on SWF Parcel Numbers 11-709-154 and 11-709-155S.
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.
- Authorize the Governing Board Chair and Secretary to execute the Amendment to the Lease Agreement between the District and the County.
- Authorize the Governing Board Chair and Secretary to execute the utility easement required as part of the exchange.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

Exhibit 1

Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Lines for Port Services – Schultz Preserve - SWF Parcel Numbers 11-709-154 and 11-709-155S Site Map



Exchange Agreement with Tampa Port Authority for the Expansion of Railroad Lines -
Schultz Preserve - SWF Parcel Numbers 11-709-154 and 11-709-155S LOI



October 30, 2019

Brian Armstrong
Executive Director
Southwest Florida Water Management District
2379 Broad Street (U.S. 41 South)
Brooksville, Florida 34604-6899

Re: Letter of Intent between Port Tampa Bay and Southwest Florida Water Management District for Exchange of Land

The Tampa Port Authority, d/b/a Port Tampa Bay (Port), is pleased to submit this letter of intent (LOI) to Southwest Florida Water Management District (SWFWMD) together hereinafter the "Parties", to enter into an agreement for the exchange of certain real estate located at Port Redwing, Gibsonton, in Hillsborough County, Florida.

This LOI is not intended to constitute a contract or be binding upon either party unless and until both the Port and SWFWMD enter into an Exchange Agreement (Agreement) to transfer the properties, in accordance with the terms set forth below, and execute the same. Thus, the Agreement rather than this LOI will establish the actual agreements, rights and obligations of the Parties. The terms and conditions of the Agreement are subject to a public meeting and approval by the SWFWMD Governing Board and Board of Commissioners of the Port. This LOI outlines the general terms of the proposed Agreement set forth below:

1. Property: The exchange properties consist of the SWFWMD Property as depicted in Exhibit A and the Port Property as depicted in Exhibit B together hereinafter the "Properties".

2. Transaction Scope: In exchange for the .5 acres SWFWMD Property, SWFWMD will receive fee simple ownership of 1.1 acres of Port Property, and will convey a perpetual easement back to the Port for their waterline indicated on Exhibit B. The Port will receive fee simple ownership to SWFWMD Property.

3. Ownership: The Parties will represent that they are the fee owners of the Properties and that no consents or approvals from any third parties are required to exchange the properties, with the exception of the obligation that exists to give Hillsborough County, the right of first refusal to the SWFWMD Property.

4. Legal Description: The exact legal description of the properties will be supplied by the Port and provided to SWFWMD.

5. Wetland Delineation Survey: The Port will provide a wetland delineation survey for the Port Property in Exhibit B to SWFWMD.

6. Title: Each Party at their expense may obtain a current title commitment and title policy for the property to be received in the exchange. SWFWMD will provide a copy of the title policy for SWFWMD'S Property obtained at the time of purchase.

7. Appraisals: The Port will obtain appraisals for the SWFWMD Property and Port Property. SWFWMD will be identified as a co-client in the event changes are required.

Attachment: Schultz Preserve - Min Trac (4804 : Exchange Agreement - Tampa Port Authority)

8. **Environmental:** SWFWMD will provide copies of its environmental audit to the Port for SWFWMD Property. The Port will provide a copy of a current environmental audit for the Port Property to the SWFWMD.

9. **Transaction Consideration:** This transaction is an exchange of land from one party to another party. Consideration is the exchange of land from one party to another party. It is agreed that the value of the property and the cost of the improvements outlined in Paragraph 15, represent all consideration in totality and no other consideration will be requested by either party.

10. **Earnest Money Deposit:** None.

11. **Cure Period:** Curing period for review of title, survey, etc. will be approved by the SWFWMD General Counsel as mutually agreed upon by the Port's Principal Counsel.

12. **Inspection Period:** After the effective date of the Agreement, the Parties will have ninety days to review and accept the following conditions:

- A. Satisfactory condition of title;
- B. Satisfactory ALTA/ACSM survey of the Properties and improvements;
- C. Satisfactory environmental reports and condition, including a Phase I environmental inspection report,
- D. Satisfactory soil borings to confirm geotechnical characteristics of the properties;
- E. Satisfactory cross-access and other appropriate easements,
- F. All governmental and other regulatory agency approvals (including but not limited to zoning) required for the use of heavy Industrial or in compliance with the current planned development.

13. **Representations and Warranties of Each Party:** Each Party will make the following representations and warranties at the closing:

- A. No action in condemnation, eminent domain or public taking proceedings is pending or contemplated against the Properties.
- B. No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Properties.
- C. Parties have good and marketable fee simple title interest to the Properties.
- D. There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations that have not been corrected.
- E. The Properties as of the date of closing free and clear of all liens, security interests, encumbrances, leases or other restrictions except permitted encumbrances.
- F. All labor or material which has been furnished to the Properties has been fully paid for or will be fully paid for prior to the closing date.
- G. The Properties do not contain any underground or above ground storage tanks.
No "wells" or "sewage treatment systems" are on the Properties.
- F. The Parties indemnify and warrant that there are no hazardous wastes or materials on or under the Properties and no notices or compliance letters have been received from any federal, state, local, or other governmental agency.

14. **Easement:** The Port currently owns a water main and check valve assembly located on the Port Property. As a part of this transaction the Port will receive a perpetual easement to maintain access and amend or add or remove any utilities as the Port deems necessary to service the Port's remaining property. SWFWMD will have full rights for surface use for public access purposes over the easement area. A recorded easement describing all rights and remedies will be recorded in the public record. The boundary of the easement will not be less than thirty feet wide and fully passing through the property near the dashed blue line as shown on Exhibit B attached hereto.

15. **Physical Property Improvements:** The Port agrees to obtain permits and to construct a culvert(s) to improve access on the Port Property, clear non-wetland vegetation and trees, and stabilize a parking area with shell, or other material. All costs to improve Port Property in Exhibit B will be borne by Port but will be included in overall value of exchange. The site improvements will be completed by the Port within one-year from the date the title transfers. The anticipated scope of improvements outlined above is based upon the following limits:

	Description of Work	QTY	UNITS
1	Mobilization & Demobilization, General Conditions	1	LS
2	Clearing & Grubbing	0.5	AC
3	Stormwater Treatment System – Control Structure	1	EA
4	18" Diameter CMP Stormwater Culvert	50	LF
5	Paving System (6" Gravel Base)	1,936	SY
6.	6' High x 12' Wide Motorized Sliding Gate	2	Each
7.	Security Fence	600	LF
8.	12" Diameter x 7' Lg. Pressure Treated Timber Bollards	20	Each
9.	Miscellaneous & Construction Contingency	5	%
10.	A/E Design Services	6	%
11.	A/E Construction Administration Services	3	%

16. **Existing Permits:** Each Party will cooperate with the other regarding any required modification of existing permits as a result of this transaction.

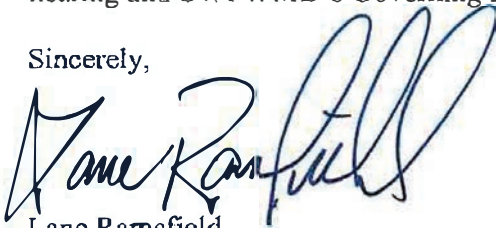
17. **Non-Shop:** The Parties and their agents and representatives: (a) will not initiate or encourage the initiation by others of discussions or negotiations with third parties; or respond to solicitations by third parties, relating to the purchase of the Properties in whole or in part; (b) will immediately notify the other Party if any third party attempts to initiate any such solicitation, discussion or negotiation with either Party; and (c) will not enter into any agreement with respect thereto with any third party.

18. **Other:** The Parties will be responsible for all utilities, real estate taxes, insurance, maintenance of the Properties, until the transaction has been completed. Upon acceptance of this LOI, the Port will proceed, with any required public hearing and board approvals as may be required. If the Board of Commissioners of the Port approve the terms set forth within this LOI, the Port will proceed to prepare a definitive agreement setting forth, among other matters, the terms contained herein. The Port will withdraw the terms set forth above if this LOI is not countersigned and delivered to the Port within thirty (30) business days from the date of this LOI or an Agreement is not negotiated within one hundred twenty (120) days from the date of the approval by the Board of Commissioners of the Port.

Upon acceptance of this LOI below, the Port would proceed, with any required public hearing and board approvals as may be required. If the Board of Commissioners of the Port approve the terms set forth within this LOI, the Port will proceed to prepare a definitive agreement setting forth, among other matters, the terms contained herein. The Port will withdraw the terms set forth above in the event this LOI is not countersigned and delivered to the Port within thirty (30) business days from the date of this LOI or an Agreement is not negotiated within one hundred twenty (120) days from the date of the approval by the Board of Commissioner of the Port.

This LOI is intended to outline the general financial terms and responsibilities between the Parties for a possible exchange. Neither party would have the legal obligation nor liability to the other with respect to the matters set forth above unless and until an Agreement is fully executed by authorized representatives of both Parties. The Parties hereby acknowledge that this LOI is non-binding and that any acts or omissions by either Party or any expenses incurred by either Party following execution of this LOI are at each Party's sole risk and expense. The execution of an Agreement based on the terms proposed in this LOI would be contingent upon approval of the terms of the exchange by the Port's Board of Commissioners preceded by a public hearing and SWFWMD's Governing Board approval.

Sincerely,



Lane Ramsfield
Vice President Real Estate
Port Tampa Bay

AGREED AND ACCEPTED BY SELLERS:
Southwest Florida Water Management District

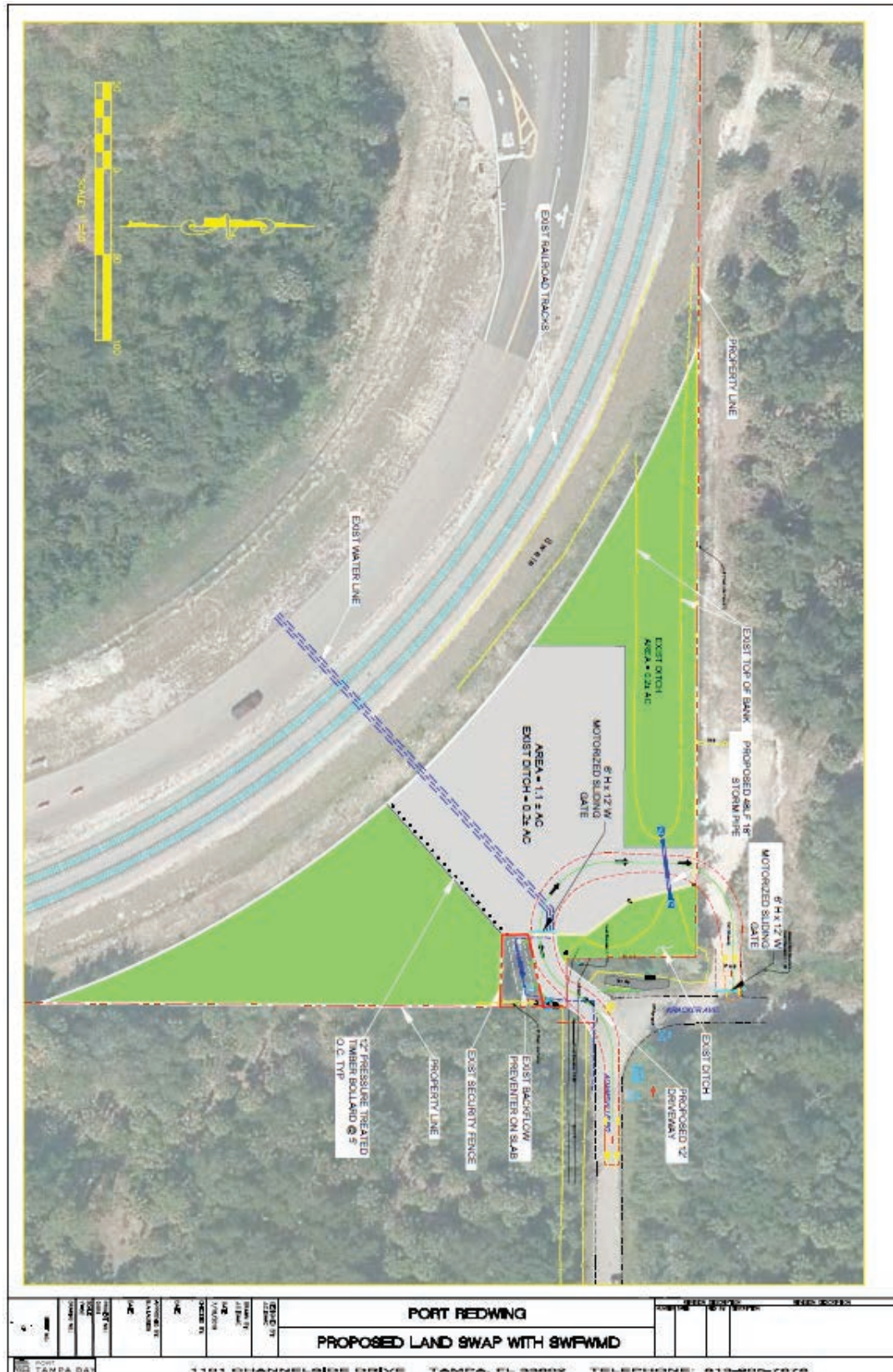
Brian Armstrong, Executive Director

Date: _____

EXHIBIT "A" SKETCH OF THE PROPERTY



EXHIBIT "B"



GENERAL COUNSEL'S REPORT

December 10, 2019

Consent Agenda

Authorization to Issue Administrative Complaint and Order – Violation of Permit Condition – Andre Araujo – ERP No. 43000189.016 – CT No. 396284 – Hillsborough County

On October 16, 2017, the District issued Environmental Resource Permit (ERP) No. 43000189.016 (Permit) to Andre Araujo (Permittee) for the modification of a previously permitted stormwater management system serving a commercial development. The Permit authorized the modification and replacement of an existing effluent filtration pond that was filled in by Permittee without an ERP. The project site is located on the west side of Anderson Road, north of Benjamin Road in Tampa, Hillsborough County, Florida. Specific Condition No. 16 of the Permit required Permittee to complete all components of the stormwater management system authorized by the Permit within 90 days of the Permit issuance.

On February 22, 2018, a Notice of Permit Condition Violation was sent to Permittee advising him of his failure to comply with Specific Condition No. 16 because construction of the stormwater management system authorized by the Permit had not been completed within 90 days of Permit issuance. No response from Permittee was received. District staff then issued a Final Notice of Permit Condition Violation to Permittee on May 11, 2018. Again, no response from Permittee was received.

On November 19, 2018, District staff issued a Notice of Violation to Permittee concerning his failure to complete all components of the stormwater management system within 90 days of Permit issuance. No response from Permittee was received. District staff later discovered that Permittee had moved, and the Notice of Violation was reissued to Permittee at his new address on December 5, 2018. Again, no response from Permittee was received. District staff then attempted to reach Permittee by phone and email and no response was received. On August 26, 2019, District staff issued a proposed Consent Order to Permittee offering to resolve the matter through payment of an administrative penalty and enforcement costs totaling \$9,500.00 and completion of the construction of all stormwater management system components authorized by the Permit within thirty days of approval of the Consent Order by the Governing Board. To date, the Permittee has not responded to the Notice of Violation and proposed Consent Order, and the construction of all stormwater management system components has not been completed as required by the Permit. As a result, District staff seek authorization to issue an Administrative Complaint and Order to achieve compliance.

Item 19a

Staff Recommendation:

- (1) Authorize District staff to issue an Administrative Complaint and Order to Andre Araujo, and any other necessary parties, to obtain compliance with District rules and the terms and conditions of the Permit.
- (2) Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, recover an administrative fine/civil penalty, and recover District enforcement costs, litigation costs, and attorneys' fees, if appropriate.

Presenter: Adrienne E. Vining, Assistant General Counsel

GENERAL COUNSEL'S REPORT

December 10, 2019

Consent Agenda

Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Waylon J. Howard – License Number 9247 – CT No. 398945 – Hillsborough County, Florida

Waylon J. Howard is a licensed water well contractor holding License No. 9247 (License), whose mailing address is 12628 Franklin Road, Thonotosassa, Florida, 33592. Mr. Howard operates Valrico Pump & Well Services, LLC, and conducts business under that name.

On May 31, 2018, Well Construction Permit No. 870003 (Permit) was issued to Mr. Howard for the construction of a 4-inch diameter landscape irrigation well. On June 25, 2018, the well-owner listed on the permit contacted District staff with a complaint about the well. The well-owner also informed District staff that the contractor had filled in an existing 2-inch diameter well on the property. The 2-inch well was filled in without the required permit and without District observation. District staff visited the location of the wells and noted that the 4-inch well was being used as a domestic well, not as a landscape irrigation well as required by the Permit. District staff also noted the domestic well was located approximately 55 feet from the on-site septic tank. These facts demonstrate violations of Rule 40D-3.041, Florida Administrative Code (F.A.C.); Rule 40D-3.531, F.A.C.; Rule 40D-3.301, F.A.C.; 40D-3.101, F.A.C.; and Rule 62-532.400 F.A.C.

Office of General Counsel conducted additional investigation into the violations, which confirmed the violations of the water well construction regulations listed above. Additionally, Mr. Howard made some attempts to comply during the investigation process, however he reported that the well-owner would not allow him onto the property to abandon the wells. Despite attempts to reach an amicable resolution, the Office of General Counsel issued a Notice of Violation on July 29, 2019 that provided for \$3,100.00 in fines and an assessment of 28 points against his license as provided by the 2014 Water Well Contractor Disciplinary Guidelines and Citations Dictionary. Further, the proposed Consent Order stated that Mr. Howard was required to properly plug and abandon each well. As of the date of this recap he has not agreed to the terms of the proposed Consent Order.

Staff Recommendation:

- (1) Authorize District staff to issue an Administrative Complaint and Order to Waylon J. Howard to obtain compliance, recover an administrative fine/civil penalty, and recover any District costs and fees, if appropriate.
- (2) Authorize District staff to obtain compliance with the terms of the Administrative Complaint and Order in Circuit Court, if necessary.

Presenter: Elizabeth M. Fernandez, Staff Attorney

GENERAL COUNSEL'S REPORT

December 10, 2019

Consent Agenda

Authorization to Issue Administrative Complaint and Order – As Built Deviations – Imperial Granite – ERP No. 44029286.000 – CT No. 378487 – Pasco County

On September 28, 2005, the District issued Environmental Resource Permit (ERP) No. 44029286.000 (Permit) to Vatsala Sastry (Permittee) authorizing the construction of a new surface water management system to serve a granite manufacturing facility and mini-storage facility, referred to as Imperial Granite (Project). Imperial Granite consisted of the development of a 16.14-acre site, 114,968 square feet of granite manufacturing and mini-storage buildings, along with infrastructure improvements (streets, internal drainage, and utilities) associated with the facility. The Project site is located at 18602 U.S. Hwy 41, Shady Hills, Florida (Pasco County), in Section 1, Township 24 South and Range 18 East.

General Condition 1 of the Permit states that “any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of the Permit.” Additionally, General Condition 10 requires any existing wells in the path of construction to be properly plugged and abandoned in accordance with District rules. On June 5, 2015, District staff conducted a site visit and determined that there exist significant deviations from the Project’s permitted plans. Approximately 8,000 square feet of additional impervious area, additional ponds, inlets, and a discharge structure were added to the site without prior approval from the District. The changes in the design appear to change the approved drainage basin boundaries. Additionally, there is a well on site inside a manhole that has not been properly abandoned in accordance with District rules.

On June 17, July 21, and August 17, 2015, the District issued a Notice of As-Built Deviations to the Permittee stating that the Project was not constructed in accordance with the permitted plans and requesting that an application for permit modification be submitted to resolve the as-built deviations. On April 6, 2017, the District issued a Notice of Violation and proposed Consent Order to the Permittee, which required submission of an application to modify the Permit to address the above-described deviations. The proposed Consent Order also set forth a timeline for completion of any necessary construction under the permit modification and required payment of an administrative fine in the amount of \$19,725. To date, the Project remains in noncompliance with District rules and the conditions of the Permit.

At some point between August 17, 2015 and April 6, 2017 Imperial Granite ceased operation. District staff performed a site visit on September 4, 2019, which confirmed that no activity has taken place at the Property in a significant amount of time. The Permittee in this matter has not responded to the District’s Notice of Violation and proposed Consent Order. Therefore, District staff is now requesting authorization to issue an Administrative Complaint and Order and initiate a proceeding in Circuit Court to address the violations listed above.

Item 19c

Staff Recommendation:

- (1) Authorize District staff to issue an Administrative Complaint and Order to the Permittee, and any other necessary parties, to obtain compliance with District rules and the terms and conditions of the Permit.
- (2) Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, recover an administrative fine/civil penalty, and recover District enforcement costs, litigation costs, and attorneys' fees, if appropriate.

Presenter: Michael R. Bray, Assistant General Counsel

GENERAL COUNSEL'S REPORT

December 10, 2019

Consent Agenda

Memorandum of Understanding Between the SWFWMD and the SFWMD – Water Use Permit Application ID No. 20808.000 – City of Cape Coral Supplemental Water Supply Project – Charlotte County, Florida

On January 23, 2019, the City of Cape Coral (City) applied for a new water use permit to withdraw surface water for landscape irrigation from a proposed water supply reservoir at an existing rock and sand mine in southern Charlotte County, the Southwest Aggregates Mine.

The City operates an integrated water supply program that utilizes fresh and brackish groundwater, treated wastewater, and large-scale stormwater harvesting to meet water demands throughout the City. The City recycles 100% of its treated wastewater, supplemented by stormwater withdrawals from City canals, to meet irrigation demands. While over 1 billion gallons of storage has been added to the canal system since the implementation of the City's integrated water management program in the late 1980's, continued expansion of the utility service area has significantly increased demand on the canal system over time. The City's canal system has been a reliable source of irrigation water for many years and continues to meet demands for most months of the year. However, the dry season of 2016-2017 proved to have a serious impact on canal system levels, which threatened the use of the canal system for irrigation needs and fire flow protection. As a result, the City is seeking a means of augmenting the water in its canal system.

The source of water would be wet season flows that are currently stored on Cecil Webb Wildlife Management Area. Blockages to historic flow-ways west of Cecil Webb have caused the back-up of water on the Wildlife Management Area (WMA) to the extent that the southwest portion of Cecil Webb has elevated water levels and extended hydroperiods that are damaging both wetland and upland habitats. The City's project reconnects a flow-way from Cecil Webb to the Southwest Aggregates property, where a reservoir will collect that water. Reconnecting a flow-way from Cecil Webb to the Southwest Aggregates property would have substantial habitat benefits for the flooded lands on the southwest portion of Cecil Webb WMA and provide a viable source of irrigation water to the City of Cape Coral.

The permit application requests an average daily withdrawal of 3,945,200 gpd on an annual average basis and 16 mgd on a peak month basis from the Southwest Aggregates Mine Reservoir. The water from the reservoir will be piped to the Cape Coral canal system and be utilized to meet City's irrigation and fire flow demands during the end of the dry season (generally March through May).

Because the proposed surface water withdrawal would occur within the District's boundaries and then be piped south into the South Florida Water Management District to the City, Rule 62-40.422, Florida Administrative Code, requires both water management districts to approve the transfer. This Memorandum of Understanding would memorialize the required approval so that the permitting process may proceed. This approval requirement for the transfer of water between districts is separate from and independent of the District's water use permit application criteria. The City must still obtain any applicable permits, including the above-cited water use permit for which they have applied from the District.

Staff Recommendation:

Approve the Memorandum of Understanding Between the South Florida Water Management District and the Southwest Florida Water Management District for the transfer of surface water between districts as contemplated by the City of Cape Coral's supplemental water supply project above-described Project.

Presenters: Michael R. Bray, Assistant General Counsel, and
Darrin Herbst, WUP Bureau Chief

EXECUTIVE DIRECTOR'S REPORT

December 10, 2019

Consent Agenda

Approve Governing Board Minutes – November 19, 2019

Staff Recommendation:

Staff recommends the Board approve the minutes as presented.

Presenter: Brian J. Armstrong, P.G., Executive Director

MINUTES OF THE MEETING

GOVERNING BOARD SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

TAMPA, FLORIDA

NOVEMBER 19, 2019

The Governing Board of the Southwest Florida Water Management District (District) met for its regular meeting at 9:00 a.m., on November 19, 2019, at the District's Tampa Office, 7601 U.S. Highway 301 North, Tampa, Florida. The following persons were present:

Board Members Present

Mark Taylor, Chair* *via Telephone*
Michelle Williamson, Vice Chair
Joel Schleicher, Secretary
Kelly S. Rice, Treasurer* *via phone*
Rebecca Smith, Ph.D., Member
James G. Murphy, Member
Roger Germann, Member
Jack Bispham, Member
Seth Weightman, Member

Staff Members

Brian J. Armstrong, Executive Director
Amanda Rice, Assistant Executive Director
Karen E. West, General Counsel
Brian Werthmiller, Inspector General
John J. Campbell, Division Director
Brian Starford, Division Director
Michael Molligan, Division Director
Jennette Seachrist, Division Director
Michelle Hopkins, Division Director

Board Administrative Support

Caroline Browning, Board & Executive Services Manager
Lori Manuel, Administrative Assistant

A list of others in attendance, who signed the attendance roster, is filed in the permanent records of the District. This meeting was available for viewing through Internet streaming. Approved minutes from previous meetings can be found on the District's website (www.WaterMatters.org).

PUBLIC HEARING (00:00)

1. Call to Order

Vice Chair Michelle Williamson called the meeting to order and opened the public hearing. Secretary Joel Schleicher stated a quorum was present.

2. Invocation and Pledge of Allegiance

Board Member Smith offered the invocation and led the Pledge of Allegiance to the Flag of the United States of America.

2a. Oath of Office for New Board Members

Ms. Caroline Browning, Board and Executive Services manager, administered the Oath of Office for new Board Members Jack Bispham and Seth Weightman.

Vice Chair Williamson introduced each member of the Governing Board. She noted that the Board meeting was recorded for broadcast on government access channels, and public input was only taken during the meeting onsite.

Vice Chair Williamson stated that anyone wishing to address the Governing Board concerning any item listed on the agenda or any item that does not appear on the agenda should fill out and submit a "Request to Speak" card. To assure that all participants have an opportunity to speak, a member of the public may submit a speaker's card to comment on agenda items only during today's meeting. If the speaker wishes to address the Board on an issue not on today's agenda, a speaker's card may be

submitted for comment during "Public Input." Vice Chair Williamson stated that comments would be limited to three minutes per speaker, and, when appropriate, exceptions to the three-minute limit may be granted by the chair. She also requested that several individuals wishing to speak on the same issue/topic designate a spokesperson.

3. Employee Recognition

Vice Chair Williamson recognized employees who have reached at least 20 years of service with the District and thanked them for their service. The following staff were recognized: Michelle Maxey, Aileen Houck and Michael Terry.

4. Additions/Deletions to Agenda

Mr. Brian Armstrong, executive director, stated the following item was being deleted from the agenda:

15. b. Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Earl W. Pruitt

Secretary Schleicher requested the following item be moved to Discussion:

Finance/Outreach & Planning Committee

8. Water Supply and Water Resource Development Grant Program Budget Transfer

5. Public Input for Issues Not Listed on the Published Agenda

Mr. David Ballard Geddes, Jr., spoke regarding taxation without representation.

Vice Chair Williamson stated there was good cause to approve the amended agenda as allowed by Section 120.525, Florida Statutes.

Consent Agenda

Resource Management Committee

6. Initiation and Approval of Rulemaking to Amend Rule 40D-8.623, Florida Administrative Code, to Adopt Revised Minimum Wetland Levels in Hillsborough, Pasco, and Pinellas Counties

Staff recommended the Board:

- A. Accept the report entitled, "DRAFT report for Revised Minimum Levels Based on Reevaluation of Levels Adopted for 41 Southwest Florida Water Management District Wetlands."
- B. Authorize staff to make any necessary minor clarifying edits that may result from the rulemaking process and to complete report finalization.
- C. Initiate and approve rulemaking to amend Rule 40D-8.623, F.A.C., to replace the previously approved Minimum Levels and wetlands with the proposed Minimum Levels and wetlands in Hillsborough, Pasco, and Pinellas Counties, as shown in the Exhibit.

Finance/Outreach & Planning Committee

7. Budget Transfer Report

Staff recommended the Board approve the Budget Transfer Report covering all budget transfers for October 2019.

8. Water Supply and Water Resource Development Grant Program Budget Transfer

Staff recommended the Board approve the transfer of funds between projects as follows:

- a) \$2,674,000 in state appropriations from Water Supply and Water Resource Development Grant Program (H103) to:
 - PRWC – West Polk County Lower Aquifer Deep Wells (N882) in the amount of \$1,000,000;
 - PRWC – Southeast Wellfield (N905) in the amount of \$1,424,000; and

- ~~• Statewide Potable Reuse Outreach Program (P265) in the amount of \$250,000.~~
- ~~b) \$500,000 in ad valorem from PRWC – West Polk County Lower Aquifer Deep Wells (N882) to the Polk Partnership (H094).~~
- ~~c) \$712,000 in ad valorem from PRWC – Southeast Wellfield (N905) to the Polk Partnership (H094).~~

9. Post-Closing Occupancy Agreement Budget Transfer

Staff recommended the Board approve the budget transfer in the amount of \$98,400 from the cancelled CFI project N990 Zephyr Creek Drainage Improvements to provide funding for the Post-Closing Occupancy Agreement that provides for a stay in place lease-back of a portion of the District's former Sarasota Office that was sold November 1, 2019.

10. Resolution to Request Disbursement of Funds from the Land Acquisition Trust Fund for Land Management

Staff recommended the Board approve Resolution 19-15, Request to the Florida Department of Environmental Protection for Disbursement of Funds from the Land Acquisition Trust Fund for Land Management.

11. Resolution to Request Disbursement of Funds from the Water Protection Sustainability Program Trust Fund for the Citrus County Sugarmill Woods Golf Course Reuse Project

Staff recommended the Board approve Resolution 19-16, Request to the Florida Department of Environmental Protection for Disbursement of Funds from the Water Protection and Sustainability Program Trust Fund for Selected Project(s).

12. Self-Funded Health Insurance Plan Year-To-Date Financial Update and Resolution to Amend the FY2019 Budget

Staff recommended the Board approve Resolution 19-17, First Amendment of the Fiscal Year 2019 Annual Service Budget, for self-funded health insurance.

Operations, Lands and Resource Monitoring Committee – None

Regulation Committee

13. Authorize Initiation and Approval of Rulemaking to Amend Rule 40D-2.091, Florida Administrative Code, to Amend WUP Applicant's Handbook Part B

Staff recommended the Board authorize the initiation of rulemaking and approve the proposed revisions to Rule 40D-2.091(1)(a) F.A.C., and Applicant's Handbook Section 3.9.2.4.2 and Section 4.1.1.2., and authorize staff to make any necessary clarifying or technical changes that may result from the rulemaking process.

14. Individual Water Use Permits Referred to the Governing Board – None

General Counsel's Report

15. Administrative, Enforcement and Litigation Activities that Require Governing Board Approval

a. Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Dustin Tyler – CT No. 400751 and 400841 – Polk County, Florida

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to the Well Contractor to obtain compliance with District rules, and seek assessment of civil penalties, including applicable fines, including the full amount of the penalty described above, as well as taxable costs and attorney's fees.
2. Authorize District staff to initiate litigation against the Well Contractor to enforce the terms of the Administrative Complaint and Order, if necessary.

b. Authorization to Issue Administrative Complaint and Order – Well Construction Violations – Earl W. Pruitt – License No. 2214 – CT No. 405351 – Pinellas County

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and order to Earl W. Pruitt and any other necessary party to obtain compliance, recover an

c. Authorization to Issue Administrative Complaint and Order – Unauthorized Construction

– Bruce Straubel – CT No. 395688 – Polk County, Florida

Staff recommended the Board:

1. Authorize District staff to issue an Administrative Complaint and Order to Straubel and any other necessary party to obtain compliance with District rules.
2. Authorize District staff to initiate an action in Circuit Court against Straubel and any other necessary parties to recover a civil penalty/administrative fine, enforcement costs, litigation costs, and attorneys' fees, if appropriate.
3. Authorize District staff to initiate an action in Circuit Court to enforce the terms of the Administrative Complaint and Order, if necessary.

16. Rulemaking – None

Executive Director's Report

17. Approve Governing Board Minutes - October 22, 2019

A motion was made and seconded to approve the Consent Agenda as amended. The motion carried unanimously. (00:11:21)

Vice Chair Williamson relinquished the gavel to the Resource Management Committee Chair Rebecca Smith, who called the meeting to order. (00:11:40)

**Resource Management Committee
Discussion**

18. Consent Item(s) Moved for Discussion - None

19. Facilitating Agricultural Resource Management Systems (FARMS) Program Governing Board Policy

Mr. Chris Zajac, FARMS Program manager, provided a presentation. Mr. Zajac explained that FARMS is a cost-share reimbursement program for agricultural producers to promote water conservation and alternative water supply Best Management Practices (BMPs). He explained that the program was created in 2003 and operates under Chapter 40D-26, F.A.C. Mr. Zajac provided a timeline with a map outlining District priority areas associated with the FARMS program and rule revisions expanding the program.

Mr. Zajac stated that staff is seeking Governing Board input on the staff proposal to repeal the existing FARMS Program rule and replace it with a Governing Board Policy as provided in the attached exhibit. Staff will bring this item back to the Governing Board for any additional review and final approval at a future Governing Board meeting.

Mr. Zajac responded to questions from the Board. Vice Chair Williamson requested that nutrient reduction BMPs be added as an eligible expense in areas with established Total Maximum Daily Loads (TMDLs) or Basin Management Action Plans (BMAPs) for the purpose of water quality improvement. Secretary Schleicher asked that the District consider implementing water quality BMPs on a District-wide basis.

This item was presented for the Board's information and no action was required.

Submit & File Reports

20. Proposed Reservations for Lake Hancock/Saddle Creek Prior to Independent Scientific Peer Review

Ms. Jennette Seachrist, Resource Management Division director, explained the information Provided to the Board.

21. Withlacoochee River Watershed Initiative

Ms. Seachrist stated that Mr. Chester Bradshaw provided some information at the September 24 Governing Board meeting. She explained that Dr. Mark Fulkerson has reviewed the information and determined it to be information the District has already received and considered.

Committee Chair Smith stated a Request to Speak Card was received for this item. Mr. Chester Bradshaw requested a Peer Review be done for overflow on the Withlacoochee/Hillsborough River.

Routine Reports

The following items were provided for the Committee's information, and no action was required.

22. Minimum Flows and Levels Status Report

23. Significant Water Resource and Development Projects

Committee Chair Smith relinquished the gavel to the Finance/Outreach and Planning Committee. Committee Chair Kelly Rice asked Vice Chair Williamson to Chair the Committee. Vice Chair Williamson called the meeting to order. (00:31:00)

Finance/Outreach & Planning Committee Discussion

24. Consent Item(s) Moved for Discussion

8. Water Supply and Water Resource Development Grant Program Budget Transfer

Secretary Schleicher stated he requested this be moved to Discussion to allow for a vote.

Staff recommended the Board approve the transfer of funds between projects as follows:

- a) \$2,674,000 in state appropriations from Water Supply and Water Resource Development Grant Program (H103) to:
 - PRWC - West Polk County Lower Aquifer Deep Wells (N882) in the amount of \$1,000,000;
 - PRWC - Southeast Wellfield (N905) in the amount of \$1,424,000; and
 - Statewide Potable Reuse Outreach Program (P265) in the amount of \$250,000.
- b) \$500,000 in ad valorem from PRWC - West Polk County Lower Aquifer Deep Wells (N882) to the Polk Partnership (H094).
- c) \$712,000 in ad valorem from PRWC - Southeast Wellfield (N905) to the Polk Partnership (H094).

A motion was made and seconded to approve staff's recommendation. The motion carried with eight in favor and one opposed. (00:31:32)

25. 2020 Legislative Preview

Mr. Michael Molligan, Employee and External Relations director, provided a monthly legislative update. He stated that Committee meetings are occurring at present and the legislative session will begin January 14, 2020 and the last day is March 13.

Mr. Molligan provided an overview of key Senate and House Chairpersons. He noted that to date there had been 742 policy bills filed of which 63 were environmental and 763 appropriations bills filed of which 228 were associated with environmental and natural resources. He reminded the Board that any bill that is going to require funding must have a separate appropriation bill.

Mr. Molligan stated the District is tracking Senate Bill (SB) 388 and House Bill (HB) 6027. This bill requests the repeal of the Citrus/Hernando Waterways Restoration Council. Mr. Molligan explained this council has not met for several years and the Springs Coast Steering Committee, which includes stakeholders from all the major stakeholders, are essentially doing the same functions for the waterways in Citrus and Hernando counties.

Mr. Molligan specifically addressed the following bills that have been filed in the Senate but do not have companion bills in the House: SB 386, revises the boundaries of the Suwannee River Water Management District (SRWMD) and the SWFWMD to include all of Levy County within the SRWMD, and SB 332, that requires \$100 million to be appropriated annually to the Florida Forever Trust Fund.

Mr. Molligan also stated that Senate confirmations are pending for the Executive Director and five Governing Board Members.

This item was presented for the Board's information and no action was required.

Submit & File Reports - None

Routine Reports

The following items were provided for the Committee's information, and no action was required.

26. Treasurer's Report and Payment Register

27. Monthly Financial Statement

28. Monthly Cash Balances by Fiscal Year

29. Comprehensive Plan Amendment and Related Reviews Report

Vice Chair Williamson relinquished the gavel to the Operations, Lands & Resource Monitoring Committee Chair James Murphy, who called the meeting to order. (00:37:15)

**Operations, Lands & Resource Monitoring Committee
Discussion**

30. Consent Item(s) Moved for Discussion - None

31. Hydrologic Conditions Report

Mr. Granville Kinsman, P.G., Hydrologic Data manager, provided a presentation on the hydrologic conditions. Mr. Kinsman stated that rainfall for October was wetter than normal. The 12-month average rainfall was normal to above normal for most of the District. He stated that the southern part of the District remains drier. Groundwater levels throughout the District were considered in the normal to above-normal range. Lake levels remained in the normal range in all regions but are showing declines. The flow on the Withlacoochee, Hillsborough, Alafia and Peace rivers have all shown declines, but remain in the normal range. The water supply for the City of Tampa remains at a healthy level. The Bill Young reservoir is near capacity and the Peace River reservoir system is full.

Mr. Kinsman stated the climate forecast has changed due to being in ENSO neutral conditions. The forecast projects normal rainfall for the next three months.

Mr. Kinsman stated the tropics are still showing activity, but no impact to Florida is expected.

Mr. Kinsman presented a United States drought monitor and explained the caveats associated with it.

This item was presented for the Board's information and no action was required.

Submit & File Reports – None

Routine Reports

The following items were provided for the Committee's information, and no action was required.

32. Surplus Lands Update

33. Structure Operations

34. Significant Activities

Committee Chair Murphy relinquished the gavel to the Regulation Committee Chair Joel Schleicher, who called the meeting to order. (00:47:55)

Regulation Committee

Discussion

35. Consent Item(s) Moved for Discussion - None

36. Denials Referred to the Governing Board

No denials were presented.

37. Consider Water Shortage Order(s) as Needed

None were presented.

38. Water Use Permit Allocations

Mr. Darrin Herbst, Water Use Permit Bureau chief, provided a presentation. Mr. Herbst provided an overview of the program, outlining the statute, rules and guidelines associated with it. He explained the conditions of issuance and how permitted withdrawal quantities are determined. Mr. Herbst provided an overview of the seven water use permit types and how allocations are determined.

Mr. Herbst provided an overview of the District's AGMOD software that is used for determining agricultural, landscape and recreation allocations.

Mr. Herbst explained the overpumpage report that is provided in the monthly Board packet.

Mr. Herbst responded to questions from the Board. Discussion ensued.

This item was presented for the Board's information and no action was required.

Submit & File Reports – None

Routine Reports

The following items were provided for the Committee's information, and no action was required.

39. Dover/Plant City Water Use Caution Area Flow Meter Automatic Meter Reading Implementation Program Update

40. Overpumpage Report

41. Individual Permits Issued by District Staff

Committee Chair Schleicher relinquished the gavel to Vice Chair Williamson. (01:22:04)

General Counsel's Report

Discussion

42. Consent Item(s) Moved for Discussion - None

Submit & File Reports – None

Routine Reports

The following items were provided for the Committee's information, and no action was required.

43. November 2019 Litigation Report

44. November 2019 Rulemaking Update

Committee/Liaison Reports

45. Public Supply Advisory Committee

A written report of the November 5 meeting was provided.

46. Other Committee/Liaison Reports

None were presented.

Executive Director's Report

47. Executive Director's Report

Mr. Brian Armstrong stated the District earned 13 local and state awards from the Florida Public Relations Association and the Public Relations Society of America. These awards honored the 2018 Mission Campaign to help District staff better connect with the District's mission, the 2018 Starting Off on the Right Foot Sneaker Challenge and the 2018 Northern Winter Haven Chain of Lakes Outreach.

Chair's Report

48. Chair's Report

49. Other

50. Employee Milestones

The meeting was adjourned at 10:24 a.m.

Attest:

Chair

Secretary

**Governing Board Meeting
December 10, 2019**

RESOURCE MANAGEMENT COMMITTEE

Discussion Items

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23. Fiscal Year 2020-21 Cooperative Funding Process	187

Submit & File Reports - None

Routine Reports

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25. Significant Water Resource and Development Projects.....	192

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Discussion Item

Consent Item(s) Moved for Discussion

Staff Recommendation:

Presenter: Jennette M. Seachrist, P.E., Division Director, Resource Management

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Discussion Item

Fiscal Year 2020-21 Cooperative Funding Process

Purpose

To update the Board on the status of the fiscal year (FY) 2020-21 Cooperative Funding process and prepare the Governing Board members for their upcoming February regional public meetings.

Background

The Cooperative Funding Initiative application deadline was Friday, October 4, 2019: 120 applications were received totaling \$105.3 million in District funding requests.

The proposed February and April meeting schedule for the four regional subcommittees is detailed below:

PLANNING REGION	MEETING DATE	MEETING TIME	LOCATION
Northern	February 5	10 a.m.	Brooksville
Southern	February 6	10 a.m.	County Commission Chamber (Sarasota)
Heartland	February 12	10 a.m.	Bartow City Hall
Tampa Bay	February 13	10 a.m.	Tampa

PLANNING REGION	MEETING DATE	MEETING TIME	LOCATION
Northern	April 1	10 a.m.	Brooksville
Southern	April 2	10 a.m.	County Commission Chamber (Sarasota)
Tampa Bay	April 8	10 a.m.	Tampa
Heartland	April 9	10 a.m.	Bartow City Hall

Discussion

The FY2020-21 applications were distributed to staff and are undergoing in-depth evaluation for ranking purposes. The raw applications have been compiled by region, distributed to the Governing Board members, and posted on the District's website. Governing Board members are asked to familiarize themselves with the applications in preparation of the February public meetings. The following topics are proposed for the Governing Board's discussion at the February meetings:

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- Summarize Funding Applications Received by Region
- Discuss Past Budgeted Expenditures by Region
- Receive Public/Stakeholder Input
- Review Preliminary Project Rankings
- Select Projects for Presentations in April
- Review Timeline and Next Steps

The February meetings are the Governing Board's opportunity to review the preliminary project rankings, ask questions of staff and the applicants, and to hear public and stakeholder input from non-applicants. During the February meetings, each subcommittee will be asked to identify proposals for presentation and further discussion at the April meetings. Final staff rankings will be provided in April, and the regional subcommittees will be asked to prepare their final rankings and recommendations at that time.

Applications submitted by the cooperators in each region will be provided to the Governing Board members at the December Governing Board meeting (see regional application booklets). In addition, applications can be located on the District's website at [<http://www.swfwmd.state.fl.us/business/coopfunding/>](http://www.swfwmd.state.fl.us/business/coopfunding/).

Staff Recommendation:

Approve the proposed February and April subcommittee meeting schedule and agenda topics staff has proposed for the February regional subcommittee meetings.

Presenter: Kevin Wills, Cooperative Funding Initiative Lead, Project Management Office

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Routine Report

Minimum Flows and Levels Status Report

Section 373.042 of the Florida Statutes requires the state water management districts or Department of Environmental Protection (DEP) to establish minimum flows and minimum water levels (MFLs) for aquifers, surface watercourses and other surface water bodies. MFLs are the limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area and are used in District permitting programs and for water-supply planning.

Summary information concerning the status of five major tasks for water bodies scheduled for MFLs adoption by December 2020, based on the 2019 Priority List and Schedule that was approved by the Governing Board on 10/22/2019 and submitted to the DEP by 11/15/2019 is summarized below. Data collection and analyses for priority water bodies scheduled for MFLs adoption in 2021 through 2029 is also ongoing but is not summarized in this status report.

MFLs Development Tasks

- Draft MFLs reports are completed for stakeholder review, and in some cases are subjected to independent scientific peer review.
- Independent, scientific peer review is voluntarily initiated and completed for draft reports addressing river, spring and aquifer MFLs. Draft reports for lake and wetland MFLs are not typically subjected to voluntary peer review. The methods used to establish lake and wetland MFLs were, however, peer reviewed prior to those methods being adopted in rule. Voluntary peer review for individual lakes and wetlands may be conducted based on requests from affected stakeholders or by District decision.
- Public workshops are completed to provide opportunities for stakeholders to learn about and provide input on proposed MFLs.
- Final MFLs reports that incorporate peer review findings and stakeholder input are prepared for Governing Board approval.
- Rulemaking for proposed MFLs and any necessary MFLs prevention or recovery strategies is approved by the Governing Board, initiated through legal noticing of proposed rules, and completed with adoption and incorporation of effective MFLs and necessary strategies into District rules.

Status for Water Bodies Scheduled for MFLs Establishment by December 2020 (Recent Status Changes Highlighted)

Water Body	Draft MFLs Report	Independent, Scientific Peer Review	Public Workshop	Final MFLs Report	Rulemaking
Calm Lake ^a	Completed	Completed ^b	Completed		
Charles, Lake ^a	Completed	Completed ^b	Completed		
Church Lake ^a	Completed	Completed ^b	Completed		
Echo Lake ^a	Completed	Completed ^b	Completed		

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Linda, Lake ^a	Completed	Completed ^b	Completed		
Sapphire, Lake ^a	Completed	Completed ^b	Completed		
41 Northern Tampa Bay Wetlands ^c	Completed	Completed ^b	Completed	Approved ^d	Approved ^d
Chassahowitzka River ^a	Completed	Completed	Completed	Approved	Approved
Chassahowitzka Spring Group ^a	Completed	Completed	Completed	Approved	Approved
Blind Spring ^a	Completed	Completed	Completed	Approved	Approved
Homosassa River ^a	Completed	Completed	Completed	Approved	Approved
Homosassa spring Group ^a	Completed	Completed	Completed	Approved	Approved
Rainbow River ^a	Completed	Completed	Completed	Approved	Initiated
Rainbow Spring Group ^a	Completed	Completed	Completed	Approved	Initiated
Cypress, Lake ^e					
Garden, Lake ^e					
Halfmoon Lake ^e					
Jackson, Lake ^e					
Strawberry (North Crystal) Lake ^e					
Peace River (lower segment) ^e					
Shell Creek (lower Segment) ^e					
21 Northern Tampa Bay Wetlands ^d	Completed ^d	Completed ^d	Completed ^d	Approved _{c,e}	Approved ^{c,e}

^a Scheduled for completion in 2019.

^b Peer review completed for lake and wetland MFLs methods.

^c 20 wetlands scheduled for completion in 2019 and 21 scheduled for completion in 2020.

^d Final MFLs report and rulemaking approved for 40 of 41 wetlands scheduled for completion in 2019 and 2020.

^e Scheduled for completion in 2020.

^d 20 of 21 Northern Tampa Bay Wetlands scheduled for completion in 2020 have been completed.

^e 20 of 21 Northern Tampa Bay Wetlands scheduled for completion in 2020 have been approved.

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Staff Recommendation:

This item is for the Board's information only; no action is required.

Presenter: Doug Leeper, MFLs Program Lead, Environmental Flows and Assessments Section

RESOURCE MANAGEMENT COMMITTEE

December 10, 2019

Routine Report

Significant Water Resource and Development Projects

This report provides information on significant Resource Management projects and programs in which the Governing Board is participating in funding. The report provides a brief description and status of significant activities associated with the project that have recently occurred or are about to happen.

SWUCA Recovery Project at Flatford Swamp and Hydrologic Restoration

The project investigates the feasibility of using excess water from Flatford Swamp recharged into the Upper Floridan Aquifer that would reduce the rate of saltwater intrusion inland and help restore hydroperiods. A water budget model comparing existing and historic conditions within Flatford Swamp was developed to determine the amount of excess water that could be captured for a beneficial use. Several preliminary scenarios for removal of excess water from the swamp have been evaluated such as a feasibility study to determine Mosaic's potential uses for excess water from Flatford Swamp. The Feasibility Study with Mosaic was finalized in March 2013 but determined unfeasible. Staff researched an injection option at Flatford for the excess water to recharge the aquifer and discussed the need for more information on the Avon Park formation at the swamp. A pre-application meeting with Florida Department of Environmental Protection (FDEP) was held on February 25, 2016. Draft Class V, Group 2 Injection Well permit application was issued by FDEP approximately a year later. The feasibility study memorandum is complete. Staff has presented to the Agricultural\Green Industry, Environmental, Well Drillers and Public Supply Advisory Committees. Also, staff had outreach presentations to the Manatee Chamber Environmental Committee, Myakka River Coordinating Council, and the Florida Groundwater Association Board. Governing Board approved at their April meeting to proceed with the test well project. The successful consultant from the Request for Proposal for the test well project was the Jones Edmunds & Associates (JEA) team. The successful bidder for the drilling RFB was Rowe Drilling. Both the consultant and driller agreements were executed, and kick-off meetings were held on February 22, 2018. Rowe Drilling requested and was approved to drill on a 24-hour, five days a week schedule to bring the drilling back on schedule. Rowe had to drill deeper than originally estimated to fully characterized the Upper Floridan Aquifer. The permit submittal for final recharge well casing depths has been approved by FDEP based on information from the completed Phase 1 tasks. The recharge well and monitor wells are complete. Rowe Drilling is demobilizing the site. Jones Edmunds and Associates (JEA) continues work on the design and permitting of the diversion infrastructure. Rowe has demobilized from the site. The drilling is complete. The project received its FDEP Environmental Resource Permit and is waiting on the US Army Corps of Engineers on permit review for the diversion infrastructure. Procurement is working on draft request for bid for construction of the diversion infrastructure. The Project Team continues to develop the recharge testing project plan. ***New Activities Since Last Meeting:*** Staff is developing a "simple" pilot study to determine quantities of sodium bisulfite (an oxygen scavenger to reduce formation of arsenic in the aquifer) for the testing portion. Working to get the diversion infrastructure Request for Bid advertised as soon as possible. *Project Manager: Lisann Morris*

Lower Hillsborough River MFLs Recovery Strategy - Implementation

At its August 2007 meeting, the Governing Board established minimum flows and approved a recovery strategy for the lower Hillsborough River (LHR). The recovery strategy was adopted as required by statute, because flows in the LHR were below the established minimum flows. The

recovery strategy includes a number of projects to divert water from various sources to help meet the minimum flows. Projects planned or completed under the recovery strategy, funded through a Joint Funding Agreement with the City of Tampa (COT), include diversions of water from Sulphur Springs, Blue Sink, the Tampa Bypass Canal (TBC), and Morris Bridge Sink. All projects are constructed and are operating except for the Morris Bridge Sink project. In October 2017, the District completed design for the Morris Bridge Pumping facility, but construction has not begun pending the outcome of analysis the COT is performing associated with the Tampa Augmentation Project (TAP). In addition, the COT, with District co-funding, has completed the LHR Dam Control Gate Facilities (N492) project which constructed a new sluice gate in the dam to allow the city to pass the full quantity of water needed to meet minimum flows. In December 2017 the COT began operation of the temporary pump stations at the District's S-161 site and at the Hillsborough River Dam site. The COT has received Water Use Permit (WUP) No. 20020802 from the District for the operation of these pump stations. In summary, all activities and projects proposed in the adopted recovery strategy are either underway, completed, or have been determined to not be viable. Important components of the recovery strategy are currently in operation, including the use of Sulphur Springs, Blue Sink, LHR Dam Control Gate Facilities, and the TBC as recovery flow sources, and data results from recent years suggest that the desired goal of creating low salinity habitat below the dam can be sustained through minimum flows implementation. The annual LHR recovery strategy update was provided to the Governing Board in August 2019. The Five-Year Assessment Report draft has been reviewed internally and will be routed for stakeholder review. ***New Activities Since Last Meeting:*** District staff are coordinating with stakeholders for the draft five-year assessment report required by rule. The draft report has been posted to the District website and hard copies have been mailed to various stakeholders. *Project Managers: Danielle Rogers*

Aquifer Recharge Projects

City of Clearwater - Groundwater Replenishment Project - Phase 3

This ongoing project is temporarily on hold. Work was previously completed on an advanced water purification pilot plant test and one groundwater recharge injection site. Results from the water purification plant pilot tests and injection well testing demonstrated that this project would be successful in allowing the City to increase their reclaimed water utilization, reducing surface discharges; and improving groundwater levels in the Northern Tampa Bay Water Use Caution Area. Phase 3 of this project is the design, third-party review, permitting and construction of the full-scale water purification plant and the injection and monitor well systems to recharge the Upper Floridan aquifer with 2.4 mgd annual average of purified recycled water at Clearwater's Northeast Water Reclamation Facility. Public outreach is also a critical function throughout the design and construction of this project. The original CFI contract with the City for this project was executed in January 2016. An increase in the total project cost from \$28,680,000 to \$32,716,000, was requested at the District's September 27, 2016 Governing Board Meeting based on results of a 30 percent design and third-party review. The Board approved the City's request to move forward with final design and construction and authorized a contract amendment for the project (current budget of \$32,716,000 with the District funding a total of \$16,358,000). This contract amendment was executed on March 6, 2017. Of the District's contribution, \$1,554,000 was approved in FY2015, \$2,131,600 was approved in FY2016, and \$8,000,000 was approved in FY2018. The remaining \$4,672,400 is to be requested in future funding applications. The final design is complete. Three public meetings were conducted by the City between November 2016 and May 2017. The Florida Department of Environmental Protection (FDEP) permits for the advanced water purification plant and recharge and concentrate injection wells were issued on March 30, 2018 and August 17, 2018, respectively. Site development permits, including the FDEP Environmental Resource Permit, Florida Department of Transportation permit, City and County permits are also complete and issued

except for naming the chosen general construction contract engineer. This process can only be completed following completion of the project bidding procedures. The City requested a delay to complete a master water plan to assess their existing and potential future water system and supply. This analysis will provide options for improving treatment efficiencies and cost-effective measures to maintain future drinking-water supplies. To release the budgeted construction funds and to allow the City the necessary time to complete their master water plan evaluation, it was decided that the current CFI Agreement would need to be amended. On May 21, 2019, the Governing Board approved the District staff recommendation of reducing the project scope to only include 30 percent design, third-party review, final design, permitting and public outreach at a total project cost of \$2,989,819 and a District share of \$1,494,909 by deleting construction related tasks and associated funds. District staff are currently developing and executing the contract amendment. **New Activities Since Last Meeting:** The City of Clearwater approved the amended contract and the agreement has been fully executed. This will be the last update until there is a final decision on the project after the City finishes the Master Water Plan Assessment. *Project Manager: Robert Peterson*

Pasco County - Restoration - Central Pasco Recharge Wetlands Facility Optimization Project

Pasco County, in partnership with the Southwest Florida Water Management District (District), has constructed a system of groundwater recharge wetlands on the 4G Ranch in central Pasco County to receive reclaimed water for groundwater recharge. The facility consists of 175 acres of constructed wetlands divided into fifteen (15) cells planted with native wetland vegetation. Each cell is operated independently through a valve manifold that includes flow control valves and flow meters and operated based on water elevation setpoints. These water level setpoints should change monthly based on recommendations defined in the Operation and Maintenance Manual to achieve a wetland hydroperiod that mimics natural Florida wetlands, with high levels in the summer wet season and lower levels in the winter dry season.

The Central Pasco Recharge Wetlands Facility Optimization project is a follow-up three-year project (N943) that began in 2018. The goal of the project is to compile and review available applicable operational data to evaluate impacts to the local groundwater system, optimize system performance, and estimate future operational trends. The total cost of this project is \$280,000, split equally between the County and the District. As part of this project, an operational groundwater model of the site will be developed using the information from the consultant combined with the data that County staff is currently collecting. This operational groundwater model will be used to estimate potential future system infiltration rates, impacts and benefits to the Upper Floridan aquifer, and future operational conditions. Consultant scientists will perform biannual vegetation surveys of the 15 cells constructed on the 4G Ranch to assess the performance of the wetlands against the setpoints. The surveys will be completed through photo-interpretation of low-altitude, high resolution photography obtained by the County to determine wetland vegetation cover of each cell. A technical memorandum that includes the results of both the hydrogeologic review and the vegetation hydroperiod review will be provided. This technical memorandum will include recommendations for changes to the monthly water elevation setpoints that will both maximize groundwater recharge while maintaining healthy wetland vegetative communities. The County is funding the third and final year of the project at 100 percent. **New Activities Since Last Meeting:** There have been some problems with the well monitoring equipment, which are to be resolved by the County. The District is awaiting a report from the County discussing the results of their assessment. Otherwise, the optimization effort (N943) is on schedule and moving forward. The optimization effort (N943) is ongoing in its third year. *Project Manager: Mike Hancock*

South Hillsborough County Aquifer Recharge Program (SHARP)

This is a direct aquifer recharge pilot project to evaluate directly recharging the non-potable zone of the UFA with up to 2 mgd of highly treated reclaimed water at the Hillsborough County's Big Bend facility near Apollo Beach in southern Hillsborough County (County). The goal of the project is to improve water levels within the Most Impacted Area of the Southern Water Use Caution Area and possibly slow the rate of inland movement of saltwater intrusion in the area. The pilot testing program includes permitting, installing a recharge well and associated monitor wells, assessing aquifer characteristics, performing recharge testing, evaluating water level improvements, migration of the recharge water and metals mobilization, and conducting public outreach. The County's consultant submitted the well construction permit application for authorization to install the test recharge well and monitoring wells on December 20, 2011. Design and preparation of bid documents were completed in early July 2012; a request for bids was released the week of July 16, 2012, with responses received in August 2012. Construction contract with the contractor (A.C. Schultes of Florida, Inc.) was approved by the County on April 3, 2013. The recharge well was completed in December 2013 with an open-hole diameter of 14.75 inches, 780 feet of casing, and a total depth of 1,100 feet. The County received a letter from FDEP on July 13, 2015 authorizing recharge operations to begin. ***New Activities Since Last Meeting:*** Recharge testing and monitoring continued during the months of October and November at an average recharge rate of 2.47 mgd. Estimated injection volume for November was not available at the time this update was prepared. Total recharge volume through October is approximately 3342 MG gallons since the beginning of the project. The County submitted the UIC operation permit application to the FDEP in October. *Project Manager: Don Ellison*

City of Tampa, Tampa Augmentation Project (TAP)

This project is a study that will explore the cost and feasibility of two options to beneficially use reclaimed water from the Howard F. Curren Advanced Wastewater Treatment Plant (HFCAWTP). The first alternative concept involves transmitting reclaimed water to the Lower Hillsborough Wilderness Preserve Area and delivering water through created wetlands and/or rapid infiltration basins (RIBs) to the Tampa Bypass Canal. This alternative was found infeasible and the project focus went to the second alternative. The second alternative concept evaluates a recharge/recovery system to store and recover reclaimed water (and possibly stormwater) in the aquifer for delivery to the Hillsborough River Reservoir and possibly in the future directly to the David L Tippen Water Treatment Plant. The City has developed their stakeholder outreach plan, completed their route and regulatory/institutional analysis memorandums. The City is currently testing the recharge/recovery concept at an existing aquifer storage and recovery site. A No Cost Time Extension amendment is being routed to allow for finalization of the more complex memoranda covering modeling and water quality treatment. A draft Florida Department of Environmental Protection Underground Injection Well permit application was prepared. Additional feasibility tasks have been identified as a result of this first phase and the City has submitted a revised Cooperative Funding Application to request funding for Fiscal Year 2019. No Cost Time Extension was executed extending the contract completion date to the end of August 2018. The City withdrew their underground injection control permit for the entire TAP project and will continue discussions with FDEP on permitting aspects of the overall project. In the interim, the City plans to move forward and develop a permit application for the Rome Avenue site for testing with potable water. The City decided to fund 30 percent design activities for some of the TAP infrastructure. The Phase I Feasibility Study is complete and closed. Phase 2 Feasibility Study kick-off meeting was held on January 30, 2019. The Memorandum of Understanding with Tampa Bay Water was tabled until June 2020 when the Phase 2 TAP Feasibility Study is anticipated to have additional answers. Meanwhile, the City initiated recovery at the TAP-1 well collecting water quality samples. The City is working through the Rome Avenue Underground Injection Control permit with Florida Department of Environmental Protection that will use potable water in the test. A kick-off meeting was held on the Rome Avenue test well site on July 17, 2019. Testing will be done with potable water with data inputting into the SEAWAT model to predict disposition of the reclaimed water injection. The

City's consultant continues to work on the test well and the source reduction plans. **New Activities Since Last Meeting:** The City has completed testing at the Woodland Terrace Park site near North 30th Street and continues work at the Rome Avenue site. *Project Manager: Lisann Morris*

Water Incentives Supporting Efficiency (WISE) Program

This is a cost-share program that supports and promotes water conservation with non-agricultural water users. It will provide a streamlined project implementation/application process and reach cooperators that might not otherwise implement smaller conservation projects. The program was presented to the Governing Board on November 13, 2018 and officially launched December 1, 2018. The \$50,000 that was budgeted for FY2019 has been committed to a total of five conservation projects. Total estimated water savings for all the FY2019 projects was approximately 10,400 gpd. Funds are still available for FY2020, and outreach is ongoing. **New Activities Since Last Meeting:** There are four applications routing for approval, and an additional application under review that is awaiting additional information and inspection. Meetings and calls with potential applicants are ongoing. The program handbook is going to have minor updates/clarification for use in FY2020. *Project Manager: Josh Madden*

Polk County Regional Water Cooperative Southeast Wellfield Project

Polk County lies within the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI) where traditional water sources are nearing their sustainable limits and alternative water sources need to be developed to meet the projected demands. As a result, Polk County and the municipalities within Polk County, with the District's encouragement, have created a regional water supply entity, the Polk Regional Water Cooperative (PRWC), to develop future alternative water supplies (AWS). The Southeast Wellfield project is one of four PRWC projects that are utilizing funds from District Resolution 15-07 for the feasibility and design of new AWS sources. The project consists of the development of a wellfield to supply brackish groundwater from the Lower Floridan aquifer (LFA), a reverse osmosis water treatment facility with capacity expandable to 30 mgd, and a regional transmission system to serve multiple municipalities in Polk County. The current CFI Agreement with the Polk Regional Water Cooperative (PRWC) includes the following tasks: an LFA test well study including exploratory drilling and groundwater modeling for anticipated aquifer yield and water quality, the conceptual designs of the water treatment facility and regional transmission system, a District-led third-party review of the test well study and conceptual designs, pilot water treatment testing, preliminary (30 percent) designs of the treatment facility and regional transmission system, a second District-led third-party review of the preliminary designs, and a preliminary water rate analysis for PRWC member customers. The preliminary designs and water rate analysis will assist the District and PRWC in determining member participation in the final design and construction, as well as developing funding plans and timelines for implementation. The CFI Agreement was executed in April 2017 with a total cost of \$11,800,000. The District's 50 percent share was provided by a transfer from funds reserved by Governing Board Resolution 15-07. In April 2019, the Governing Board approved reducing the project cost to \$11,117,916 to utilize savings from the testing program to transfer fund to the PRWC Peace River/Land Use Transition study. The exploratory drilling was conducted on a county-owned land parcel approximately 10 miles east of Lake Wales and was substantially completed in April 2019. The parcel is proposed as the future site for the water treatment facility. The water treatment facility and wellfield conceptual design was developed with a 7.5 mgd production capacity in its initial phase and six incremental expansions up to a total of 30 mgd, based on projected customer needs and practical components for the facility. The regional transmission conceptual design evaluated multiple routes to ten customer service areas by cost and nine other criteria. The report drafts from the testing program and the conceptual designs of the water treatment facility and regional transmission system were received in July 2019. The District's third-party review of the groundwater testing and conceptual designs was presented to the Governing Board at the

Item 25

September 2019 meeting, and the continuance with the preliminary design phase was approved. ***New Activities Since Last Meeting:*** The PRWC provided the District with final copies of the well testing report and conceptual design reports for the treatment facility and transmission system on schedule, and they have commenced the preliminary design phase. The PRWC is working with the Department of Environmental Protection to permit underground injection of reverse osmosis concentrate at and near the facility site. The PRWC submitted a FY2021 funding application and is applying for a WIFIA loan to continue work beyond preliminary design. *Project Manager: John Ferguson*

Staff Recommendation:

This item is provided for the Committee's information, and no action is required.

Presenter: Jennette M. Seachrist, P.E., Division Director, Resource Management

**Governing Board Meeting
December 10, 2019**

FINANCE/OUTREACH & PLANNING COMMITTEE
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Discussion Items

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27. Preliminary Budget for FY2021	199

Submit & File Reports - None

Routine Reports

28. Treasurer's Report and Payment Register	201
29. Monthly Financial Statement.....	202
30. Monthly Cash Balances by Fiscal Year	203
31. Comprehensive Plan Amendment and Related Reviews Report	204

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Discussion Item

Consent Item(s) Moved for Discussion

Staff Recommendation:

Presenter: Michael Molligan, Division Director, Employee and External Relations

FINANCE/OUTREACH & PLANNING COMMITTEE**December 10, 2019*****Discussion Item*****Preliminary Budget for FY2021*****Purpose***

Submit fiscal year (FY) 2021 Preliminary Budget for consideration by the Governing Board as required by statute; and authorize staff to prepare the *Standard Format Preliminary Budget Submission* based on the preliminary budget, adjusted for any modifications made by the Governing Board on December 10, for submission to the Florida Legislature on or before January 15, 2020.

Background

Section 373.535, Florida Statutes, requires water management districts (WMDs) to submit a preliminary budget for the next fiscal year to the Florida Legislature for review by January 15. The statutory language specifies the information to be included in the preliminary budget submission. The President of the Senate and the Speaker of the House of Representatives may submit comments regarding the preliminary budgets to the WMDs on or before March 1 of each year. Each WMD must respond to those comments in writing on or before March 15 of each year.

In addition, the following specific provisions are contained in s. 373.536(5)(c), F.S., regarding the legislative review of the WMDs tentative budgets due August 1:

The Legislative Budget Commission may reject any of the following WMDs budget proposals:

- 1. A single purchase of land in excess of \$10 million, except for land exchanges.*
- 2. Any cumulative purchase of land during a single fiscal year in excess of \$50 million.*
- 3. Any issuance of debt on or after July 1, 2012.*
- 4. Any program expenditures as described in s. 373.536(5)(e)4.e. and f. (i.e., Outreach and Management and Administration programs) in excess of 15 percent of a district's total annual budget.*
- 5. Any individual variances in a district's tentative budget in excess of 25 percent from a district's preliminary budget.*

At the October 22, 2019 Governing Board meeting, staff provided an overview of factors affecting budget development and recommended approval of the general budget assumptions needed to prepare the District's preliminary budget for FY2021. The Governing Board approved the assumptions as presented at the meeting.

On December 10, 2019 staff shall present the preliminary budget for FY2021 and request approval to submit the *FY2020-21 Preliminary Budget Submission* to the Florida Legislature by January 15, 2020. The preliminary budget has been prepared using the same budget assumptions as presented to the Governing Board on October 22, 2019.

The development of the District's final budget will begin in February 2020. All budget requests will be subject to Governing Board review and approval during the development of the final budget for FY2021. At the June 23, 2020 Governing Board meeting, staff will present and

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request approval of the Recommended Annual Service Budget.

At the July 21, 2020 Governing Board meeting, staff will present a budget update, including information regarding the results of the Certifications of Taxable Value, and will request approval to submit the *FY2020-21 Tentative Budget Submission* to the Governor and Florida Legislature on August 1, 2020.

Staff Recommendation:

Authorize staff to prepare the *Standard Format Preliminary Budget Submission* for FY2021 based on the preliminary budget as presented, adjusted for any modifications made by the Governing Board on December 10, for submission to the Florida Legislature on or before January 15, 2020.

Presenter: John J. Campbell, Division Director, Management Services

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Routine Report

Treasurer's Report and Payment Register

Purpose

Presentation of the Treasurer's Report and Payment Register.

Background

In accordance with Board Policy, *District Investment Policy*, a monthly report on investments shall be provided to the Governing Board. The Treasurer's Report as of November 30, 2019, reflects total cash and investments.

In accordance with Board Policy, *Disbursement of Funds*, all general checks written during a period shall be reported to the Governing Board at its next regular meeting. The Payment Register listing disbursements since last month's report is available upon request. The Payment Register includes checks and electronic fund transfers (EFTs).

Exhibit will be provided under separate cover.

Staff Recommendation:

These items are presented for the Committee's information, and no action is required

Presenter: Melisa J. Lowe, Bureau Chief, Finance

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Routine Report

Monthly Financial Statement

Purpose

Presentation of the November 30, 2019, monthly financial statement.

Background

In accordance with Sections 373.536(4)(e) and 215.985(11), Florida Statutes, relating to state financial information with certain financial transparency requirements, the District is submitting a "Statement of Sources and Uses of Funds for the Second Month Ended November 30, 2019."

Exhibit will be provided under separate cover.

Staff Recommendation:

This item is presented for the Committee's information, and no action is required.

Presenter: Melisa J. Lowe, Bureau Chief, Finance

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Routine Report

Monthly Cash Balances by Fiscal Year

Purpose

To provide a schedule of monthly cash balances by fiscal year, updated to reflect the cash balance as of November 30, 2019.

Background

This routine report has been developed to allow the Governing Board to easily monitor the District's cash balances at each month-end and in comparison with monthly cash balances for the last five fiscal years. This trend information will become more important as the District's budget declines and reserves are utilized for projects.

Exhibit will be provided under separate cover.

Staff Recommendation:

This item is presented for the Committee's information, and no action is required.

Presenter: Melisa J. Lowe, Bureau Chief, Finance

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Routine Report

Comprehensive Plan Amendment and Related Reviews Report

Purpose

This report is provided for the Committee's information and shows District activity in the review of Local Government Comprehensive Plans and Amendments. Staff updates the report monthly.

Background/History

The water management districts provide technical and policy information on water resources and water resource management to local governments as they prepare amendments to their local government comprehensive plans. This information encompasses various areas of water resource management, including water supply, flood protection and water quality, and is intended to support sound land use decisions. Statutory directives for this assistance include Section 373.711, Florida Statutes (F.S.), Technical Assistance to Local Governments, and Section 163.3184, F.S., Process for Adoption of Comprehensive Plan or Plan Amendments. Under Section 163, F.S., substantially revised in 2011, if important state resources and facilities are to be adversely impacted, the water management districts and other state reviewing agencies must state with specificity how the plan amendment will adversely impact the resource or facility and must include measures that the local government may take to eliminate, reduce, or mitigate the impacts. Any plan amendment comments provided by a water management district and/or other state agencies that are not resolved may be challenged by the Department of Economic Opportunity (DEO).

Benefits/Costs

The benefits of the District's local government technical assistance program are to ensure local government elected officials have sound water resource technical and policy information as they amend their local government comprehensive plans. This helps to ensure local plans are compatible with the District's plans, programs and statutory direction. Costs for this program primarily include staff time and are budgeted in Fund 10 (Governing Board).

Staff Recommendation:

This item is provided for the Committee's information and no action is required.

Presenter: Cara Martin, Government and Community Affairs Office Chief

Local Government Comprehensive Plan Amendment and Related Reviews Report

As of November 14, 2019

Project	Amendment Type	Assigned	Completed	Description	10YWSFWP
Avon Park 19-1	ESR	9/12/2019	10/9/2019	Comments addressed statutory requirements for water supply planning and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Avon Park 19-2	ESR	9/12/2019	10/9/2019	No substantive comments.	<input type="checkbox"/>
Charlotte 19-2	WSFWP	10/10/2019	10/9/2019	Comments addressed conservation measures, excessive system losses, missing reclaimed water map and need for language requiring updates within 18 months of RWSP updates.	<input checked="" type="checkbox"/>
Charlotte 19-3	ESR	10/15/2019	11/8/2019	Comments addressed the statutory requirement for verification of available water supply and reuse/conservation.	<input type="checkbox"/>
DeSoto 19-2	ESR	9/2/2019	9/23/2019	No substantive comments.	<input type="checkbox"/>
Hillsborough 19-3	ESR	8/20/2019	9/24/2019	Comments addressed the need for the statutorily-required water supply analysis, water conservation, flood prone areas and encouraged scheduling a preapplication with ERP staff.	<input type="checkbox"/>
Hillsborough 19-4	ESR	11/8/2019		Map amendment.	<input type="checkbox"/>
Lake 19-5	ESR	8/14/2019	9/6/2019	Advised amendment within SJRWMD.	<input type="checkbox"/>
Lake Hamilton 19-1	EAR-based	8/13/2019	9/3/2019	No substantive comments.	<input type="checkbox"/>
Lake Hamilton 19-2	ESR	8/14/2019	9/3/2019	No substantive comments.	<input type="checkbox"/>
Lake Hamilton 19-3	ESR	8/13/2019	9/6/2019	Comments addressed statutory requirements for water supply planning, reuse, conservation, existing water use permit/ wells, existing District data collection site and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Manatee 19-3	ESR	10/7/2019	11/8/2019	Comments addressed the statutory requirement for a potable water analysis, reuse, conservation, floodplains, wetlands, existing District data collection sites and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Pasco 19-13	ESR	8/12/2019	9/11/2019	No substantive comments.	<input type="checkbox"/>

Attachment: CPARR (4795 : Comprehensive Plan Amendment and Related Reviews Report)

Project	Amendment Type	Assigned	Completed	Description	10YWSFWP
Pasco 19-15	ESR	9/10/2019	10/15/2019	Comments addressed statutory requirements for water supply planning, conservation and reuse, wetlands, flood prone areas and encouraged scheduling a preapplication meeting with staff for the ERP issuance.	<input type="checkbox"/>
Pinellas 19-2	ESR	8/5/2019	9/6/2019	No substantive comments.	<input type="checkbox"/>
Plant City 19-3	ESR	11/5/2019		Map amendments.	<input type="checkbox"/>
Polk 19-10	ESR	11/14/2019		Map amendments.	<input type="checkbox"/>
Polk 19-8	ESR	8/7/2019	9/3/2019	No substantive comments.	<input type="checkbox"/>
Polk 19-9	ESR	9/26/2019	10/24/2019	Comments addressed statutory requirements for verification of potable water availability, wetlands, existing wells and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Polk City 19-2	ESR	9/12/2019	10/9/2019	Comments addressed statutory requirement for density and intensity standards for new mixed-use land use category. Noted that, without such standards, development could exceed water supply availability.	<input type="checkbox"/>
Safety Harbor 19-1	ESR	8/19/2019	8/29/2019	No substantive comments.	<input type="checkbox"/>
Sarasota City 19-1	ESR	9/6/2019	10/2/2019	Comments addressed statutory requirements for water supply planning, conservation, reuse, stormwater retrofits for redevelopment areas and coastal high hazard area planning.	<input type="checkbox"/>
St. Pete 19-3	ESR	9/9/2019	10/16/2019	No substantive comments.	<input type="checkbox"/>
Wildwood 19-4	ESR	8/12/2019	9/13/2019	Comments addressed statutory requirements for water supply planning, conservation and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Wildwood 19-5	ESR	8/12/2019	9/18/2019	No substantive comments.	<input type="checkbox"/>
Wildwood 19-6	ESR	8/12/2019	9/13/2019	Comments addressed flood hazard areas and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>
Winter Haven 19-2	ESR	8/21/2019	9/19/2019	Comments addressed reuse, conservation, wetlands, existing wells and encouraged scheduling a preapplication with ERP staff.	<input type="checkbox"/>
Winter Haven 19-3	ESR	10/11/2019	11/8/2019	Comments addressed the need for a complete potable water analysis and encouraged scheduling a preapplication meeting with ERP staff.	<input type="checkbox"/>

Abbreviations:

ESR	Expedited State Review
EAR	Evaluation and Appraisal Report
WSFWP	Water Supply Facilities Work Plan

**E. Operations,
Lands & Resource
Monitoring**

**Governing Board Meeting
December 10, 2019**

OPERATIONS, LANDS & RESOURCE MONITORING COMMITTEE
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Discussion Items

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Submit & File Reports

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34. Response to Neil Combee's Comments – Proposal to Exchange the Clark Homeland Ranch for the District's Old Florida Plantation	211

Routine Reports

35. Surplus Lands Update	212
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OPERATIONS, LANDS AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Discussion Item

Consent Item(s) Moved for Discussion

Staff Recommendation:

Presenter: Brian S. Starford, P.G., Division Director, Operations, Lands, and Resource Monitoring

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE**December 10, 2019*****Submit and File Report*****Hydrologic Conditions Report**

This routine report provides information on the general state of the District's hydrologic conditions, by comparing rainfall, surface water, and groundwater levels for the month under review, which is November, with comparable data from the historical record. The data shown are typically considered final, fully verified monthly values, but occasionally, due to timing of publication, some data are identified as "provisional," meaning that the values shown are best estimates based on incomplete data.

The information presented below is a summary of data presented in more detail in the monthly Hydrologic Conditions Report published the week before the Governing Board meeting, which also includes an updated provisional summary of hydrologic conditions as of the date of publication. It is available at <https://www.swfwmd.state.fl.us/resources/weather-hydrology/hydrologic-conditions-reports>

Rainfall

Provisional rainfall totals for November 1-13 indicate amounts have been moderately below-normal in the northern region of the District, while they have been at the lower-end of the normal range in the central region and extremely below-normal in the southern region. The normal range is defined as rainfall totals that fall on or between the 25th to 75th percentiles derived from the historical data for each month.

- Northern region rainfall has averaged 0.61 inch, equivalent to the 22nd percentile
- Central region rainfall has averaged 0.70 inch, equivalent to the 29th percentile.
- Southern region rainfall has averaged 0.33 inch, equivalent to the 10th percentile.
- District-wide, average rainfall has been 0.54 inch, equivalent to the 21st percentile.

Streamflow

Provisional streamflow data (as of November 12) indicate that flow has decreased in all three regions of the District, compared to the previous month. Based on the three regional index rivers indicated below, streamflow conditions are currently within the normal to above-normal range in all three regions of the District. Normal streamflow is defined as flow that falls on or between the 25th and 75th percentiles.

- The monthly average streamflow in the Withlacoochee River near Holder in the northern region was in the 58th percentile.
- The monthly average streamflow measured in the Hillsborough River near Zephyrhills in the central region was in the 94th percentile.
- The monthly average streamflow measured in the Peace River at Arcadia in the southern region was in the 76th percentile.

Groundwater Levels

Provisional groundwater data (as of November 13) indicates that levels in the Floridan/Intermediate aquifer have decreased in all three regions of the District, compared to last month. Groundwater levels were above-normal in the northern and central regions, while they were within the normal range in the southern region. Normal groundwater levels are defined as those falling on or between the 25th and 75th percentiles.

- The average groundwater level in the northern region was at the 83rd percentile.
- The average groundwater level in the central region was at the 77th percentile.
- The average groundwater level in the southern region was at the 43rd percentile.

Lake Levels

Provisional water level data (as of November 14) indicates that regional lake levels have decreased in all four lake regions within the District, compared to the previous month. The Northern, Tampa Bay, Polk Uplands and Lake Wales Ridge regions currently have levels above the base of the annual normal range. Normal lake levels are generally considered to be levels that fall between the minimum low management level and the minimum flood level.

- Average levels in the Northern region have decreased 0.14 foot and are 0.30 foot above the base of the annual normal range.
- Average lake levels in the Tampa Bay region have decreased 0.18 foot and are 1.22 feet above the base of the annual normal range.
- Average lake levels in the Polk Uplands region have decreased 0.07 foot and are 2.32 feet above the base of the annual normal range.
- Average lake levels in the Lake Wales Ridge region have decreased 0.21 feet and are 0.20 foot above the base of the annual normal range.

Issues of Significance

The District is now two months into the 8-month dry season (October through May) and provisional rainfall totals for November 1-13 have been below-normal in the northern and southern regions of the District, while they have been at the lower-end of the normal range in the central region. Rainfall so far this month has been generally light, scattered and associated with several cold front systems moving through the District. The provisional District-wide 12- and 24-month cumulative rainfall totals have seen declines during the month, showing a current surplus of approximately 4.1 and 5.1 inches, respectively, above their long-term historical averages.

All major hydrologic indicators throughout the District have seen expected “seasonal” declines during November, with streamflow and groundwater conditions continuing to remain at normal to above-normal levels. Regional lake levels have seen declines, with all lake regions remaining within their annual normal ranges.

NOAA climate forecasts (as of 10/17/2019) indicate uncertainty for rainfall during November 2019 through December 2020, predicting “equal chances” for below-normal, normal or above-normal rainfall, while also predicting above-normal temperatures for this time-period. Extended drier-than-normal rainfall conditions during this time, in combination with above-normal temperatures, would worsen overall hydrologic conditions.

Updated weather forecasts will be available in mid-December. Staff will continue to closely monitor conditions in accordance with the District's updated Water Shortage Plan, including any necessary supplemental analysis of pertinent data.

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Staff Recommendation:

This item is provided for the Board's information only, and no action is required.

Presenter: Granville Kinsman, Hydrologic Data Manager

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Submit and File Report

Response to Neil Combee's Comments – Proposal to Exchange the Clark Homeland Ranch for the District's Old Florida Plantation

Purpose

Inform the Governing Board of staff's evaluation of the proposal to exchange the Clark Homeland Ranch (Ranch) for the District's Old Florida Plantation property.

Background/History

At the June Governing Board meeting, Neil Combee discussed the opportunity to exchange the Ranch for the District's Old Florida Plantation property. The Ranch consists of approximately 2,500 acres in south-central Polk County along the eastern shore of the Peace River near Homeland. The Ranch is situated on old phosphate mining lands that were mined in the 1970's and early 1980's. The current condition, based on aerials, appears to be reclaimed tailings and shallow clay settling areas now converted to marshes.

Staff used guidance contained in the Land Acquisition Governing Board policy to determine the District's acquisition interest. The Ranch meets 1 of the 6 Governing Board priorities/interests identified in the Policy.

Land Acquisition Board Policy priorities/interests	
Areas of Responsibility (meets 2 or more)	NO
Adjacent to District Lands	NO
Adjacent to other conservation lands	YES
Protects springs, springsheds and spring runs	NO
Does not create land management inefficiencies	NO
Tract is in the Florida Forever workplan	NO

Additionally, staff considered the project value of the Ranch and did not identify a water resource project need for the subject property at this time.

Staff is not proceeding with the exchange of the Ranch for the District's Old Florida Plantation property.

Staff Recommendation:

This item is provided for the Governing Board's information only, and no action is required.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Routine Report

Surplus Lands Update

Staff Recommendation:

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

**Operations, Lands and Resource Monitoring Committee
December 10, 2019**

Surplus Lands Update

Purpose

This report provides a status on the District's surplus lands program. Information is through October 28, 2019.

Background

In 2011, at the direction of the Governing Board, the District began a regular surplus lands assessment and sales of surplus lands program. The table below shows the status of the parcels declared surplus by the Governing Board.

Surplus Lands Status	Acres	Compensation
Sold, Exchanged or Transferred	1757	8,707,718
Closing Pending	0	
Marketed by District (Annutteliga Hammock lots)	37	
Marketed by Broker	968	
Not Marketed	2,251	
Total	5,013	\$8,707,718

Sold from 10/7/19 to 10/28/19				
SWF Parcel No.	Date Closed	Acres	Contract Price	Appraised Value
15-228-1406S	10/22/2019	1.01	\$9,010	\$8,800
Total		1.01	\$9,010	\$8,800

Staff Recommendation:

This item is provided for the Board's information only, and no action is required.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Routine Report

Structure Operations

Summary of gate status and water levels for select water control structures on November 12, 2019. Refer to Exhibit A for District Structure Sites Location Map.

Tampa Bypass Canal

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Hillsborough River	S-155	23.36	38.0	21.0	Open
Upper Pool	S-159	24.85	38.0	21.0	Closed
Middle Pool	S-161	13.89	15.0	12.0	Closed
Lower Pool	S-160	9.70	11.0	9.0	Closed

*Elevations above referenced to NGVD29 datum

Hillsborough River Watershed

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Thonotosassa	Flint Creek	35.58	36.1	33.6	Closed

Lake June-in-Winter

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
June-in-Winter	G-90	72.90	74.4	72.1	Closed

North Winter Haven Chain of Lakes

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Smart	P-6	127.54	127.75	123.50	Open
Lake Henry	P-5	125.04	125.50	123.00	Closed
Lake Fannie	P-7	124.54	124.75	122.50	Open
Lake Hamilton	P-8	120.24	120.50	118.00	Closed

Peace River Watershed

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Hancock	P-11	99.32	102.1	96.6	Open

Alafia River Watershed

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Medard Reservoir	Medard	58.15	58.2	56.6	Open

Rocky Creek System

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Pretty	Pretty	43.17	43.50	41.00	Closed
Lake Armistead	Armistead	41.16	43.20	39.70	Open

Brooker Creek System

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Tarpon	S-155	2.63	3.10	1.50	Closed

Sawgrass Lake

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Sawgrass Lake	Sawgrass	3.22	3.20	3.00	Closed

Withlacoochee River Watershed

Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Lake Rousseau	Inglis Main	26.73	27.10	25.60	Open
Lake Rousseau	Inglis Bypass	26.73	27.10	25.60	Open

Tsala-Apopka Chain of Lakes

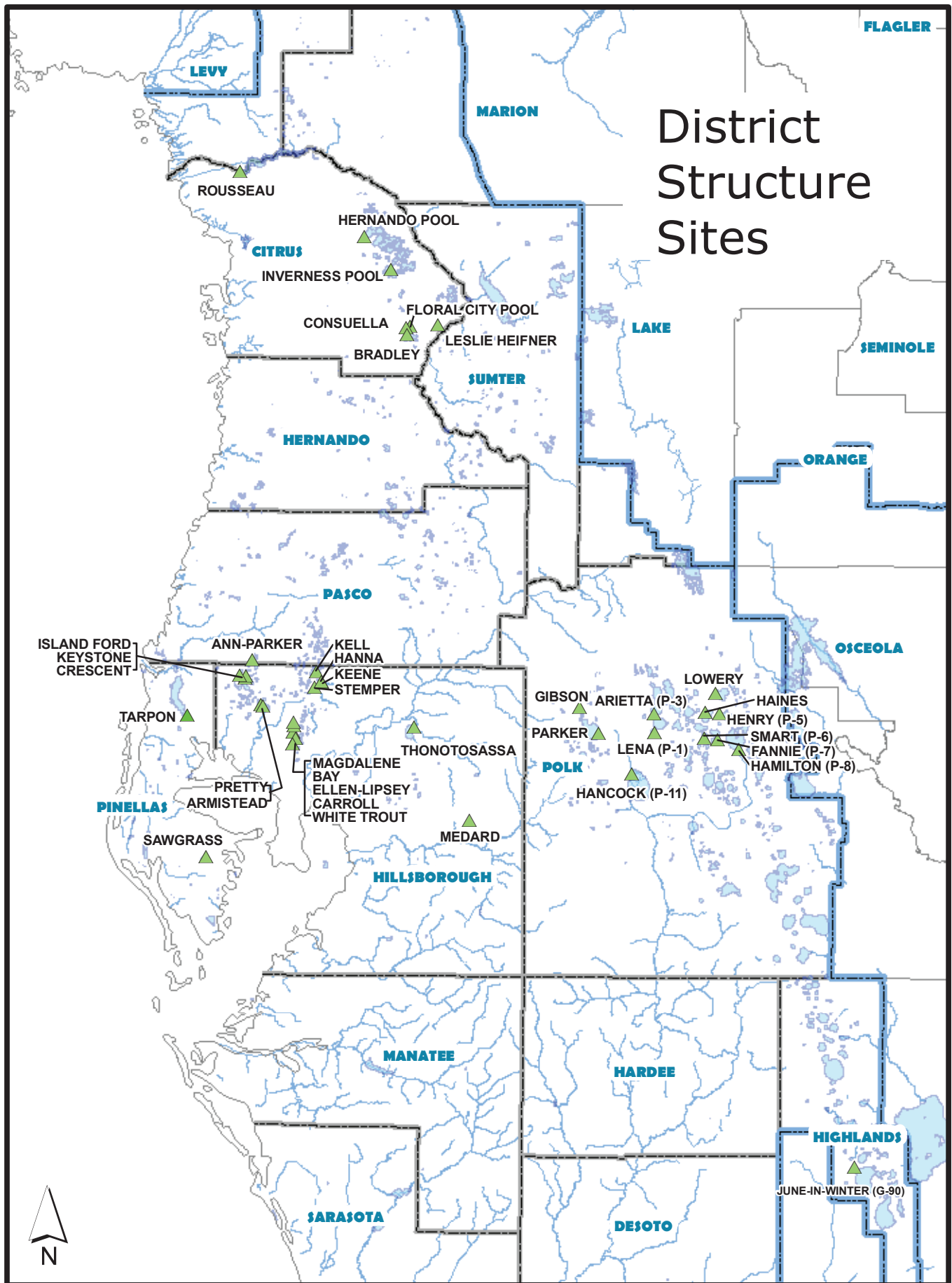
Water Body Name	Structure Name	Water Elevation	Operational Range		Gate Status
			High	Low	
Hernando Pool	S-353	37.48	38.10	36.40	Closed

*Elevations above referenced to NAVD88 datum

Staff Recommendation:

This item is provided for the Board's information only, and no action is required.

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief



OPERATIONS, LANDS, AND RESOURCE MONITORING COMMITTEE

December 10, 2019

Routine Report

Significant Activities

Staff Recommendation:

Presenter: Jerry Mallams, P.G., Operations and Land Management Bureau Chief

**Operations, Lands and Resource Monitoring Committee
December 10, 2019**

Significant Activities

This report provides monthly information through October 30, 2019 on significant Operations and Land Management projects and programs. The report provides a brief description and status of significant activities associated with the projects that have recently occurred or are about to happen.

Land Management

- Staff applied prescribed fire to 499 acres of conservation lands during FY2020.
- Staff removed 14 feral hogs from District lands thus far during FY2020.
- Vegetation Management staff treated invasive exotic vegetation on 3,059 acres on District lands thus far during FY2020.
- Land resource-based revenue thus far totals \$60,858 during FY2020.

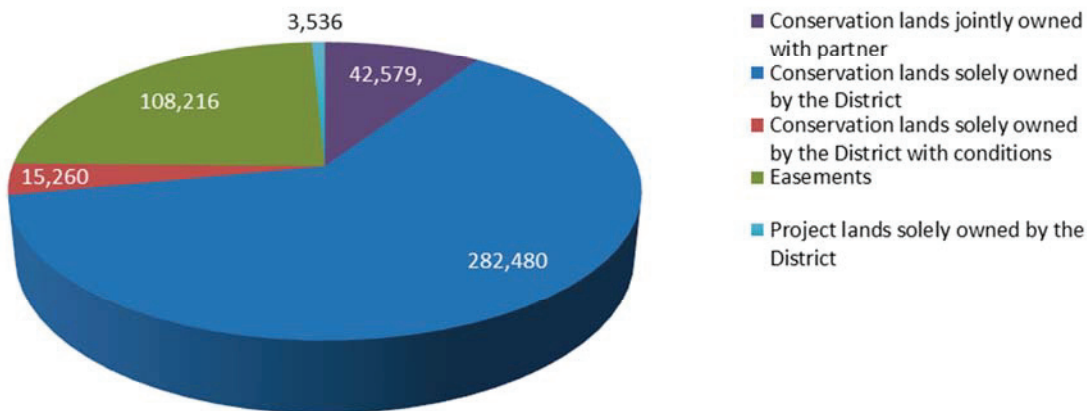
Land Resources/Land Use and Protection

Issued Special Use Authorization to the following:

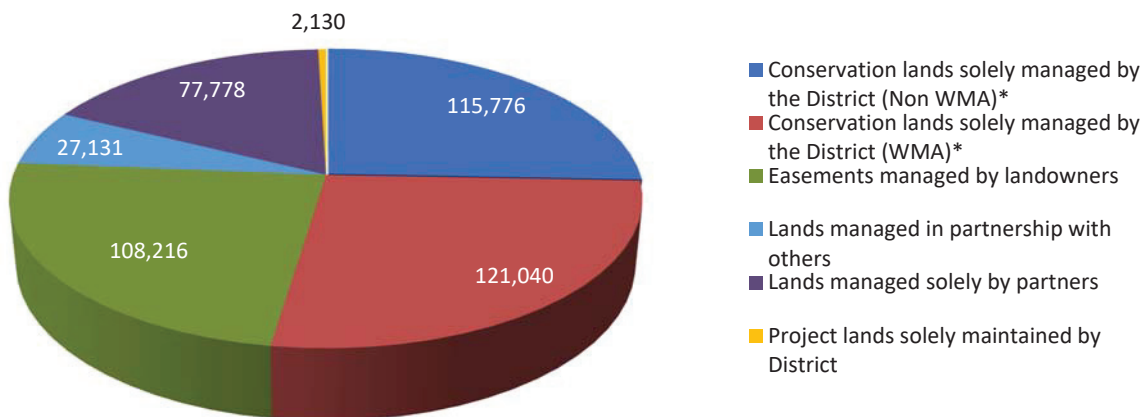
- Florida Xtreme Adventures for vehicle access for up to 60 participants to conduct a foot, bicycle, kayak/canoe endurance race within the Potts Preserve.
- Rowing Club at The University of South Florida to allow utilization of the Tampa Bypass Canal for a rowing event held at the Tampa Bypass/Harney Canal Park.
- Florida Scholastic Rowing Association (FSRA) – Plant High Rowing Association (PHRA) to allow utilization of the Tampa Bypass Canal and the District's Tampa Service Office for public parking for Regatta events held at the Tampa Bypass/Harney Canal Park.
- Volunteers provided 21 hours of service at a value of approximately \$494.76 to the District's conservation/recreation lands. Volunteer services included campground maintenance, trash removal, fence repair, and tree trimming.
- Processed 501 requests and provided 618 camping opportunities on District lands.

The following is a breakdown of District land interests:

District Land Ownership - Acres Acquired Total Acres: 452,071



Land Management and Maintenance (Acres) Total Acres: 452,071



Staff Recommendation:

This item is presented for the Board's information only, no action is required.

Governing Board Meeting December 19, 2019

REGULATION COMMITTEE

Discussion Items

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Submit & File Reports – None

Routine Reports

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REGULATION COMMITTEE

December 10, 2019

Discussion Item

Consent Item(s) Moved for Discussion

Staff Recommendation:

Presenter: Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

December 10, 2019

Discussion Item

Denials Referred to the Governing Board

District Rule 40D-1.6051, Florida Administrative Code, provides that if District staff intends to deny a permit application, the applicant will be advised of the opportunity to request referral to the Governing Board for final action.

Under these circumstances, if an applicant or petitioner requests their application or petition be referred to the Governing Board for final action, that application or petition will appear under this agenda item for consideration. As these items will be presented at the request of an outside party, specific information may not be available until just prior to the Governing Board meeting.

Staff Recommendation:

If any denials are requested to be referred to the Governing Board, these will be presented at the meeting.

Presenter: Michelle Hopkins, P.E., Division Director, Regulation

REGULATION COMMITTEE

December 10, 2019

Discussion Item

Consider Water Shortage Order as Necessary

Staff continues to monitor water resource and supply conditions to determine if any actions would be prudent. Since Board-issued water shortage orders must be discussed in a noticed public meeting prior to implementation, this agenda item is included as a contingency provision. It allows the Governing Board to immediately consider any action that staff may recommend based on regional data to be reviewed prior to the Governing Board meeting.

Staff Recommendation:

Recommendations, if any, will be presented at the Governing Board meeting on December 10, 2019 based on then-current conditions and predictions.

Presenter: Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

REGULATION COMMITTEE

December 10, 2019

Routine Report

Dover/Plant City Water Use Caution Area Flow Meter and Automatic Meter Reading (AMR) Equipment Implementation Program

At their December 2010 meeting, the Governing Board adopted a minimum aquifer level in the Dover/Plant City Water Use Caution Area (DPCWUCA); Rule 40D-8.626, Florida Administrative Code (F.A.C.), as well as a recovery strategy (Rule 40D-80.075, F.A.C.) that incorporated flow meters and automatic meter reading (AMR) equipment installations to monitor and reduce resource impacts from future frost/freeze pumping events. Meter information in the Dover/Plant City area will be used by the District to: (1) improve the allocation of well mitigation responsibilities among permit holders, (2) allow District staff to better identify permit compliance issues resulting from pumping during frost/freeze events, (3) improve the modeling of impacts resulting from pumping during frost/freeze events, (4) allow the monitoring of performance and track the progress of management actions implemented, and (5) provide for the overall assessment of the recovery strategy goal of reducing frost/freeze protection quantities by 20 percent in ten years. It was originally estimated as of June 16, 2011 that there were 626 flow meters and 961 AMR devices needing installation within the 256-square mile DPCWUCA. Total costs of the program were estimated to be \$5.5 million for flow meter and AMR equipment installation with approximately \$316,000 required annually to support the program. On August 7, 2013, the AMR equipment installation and operation component of this project under RFP 004-13 was awarded to Locher Environmental Technology, LLC, partnered with AMEC Environmental and Infrastructure, Inc., and Hydrogage, Inc. The current contract was executed on November 14, 2013 and will be completed December 31, 2019. An extension was made to the current contract to extend the current contract date of September 30, 2019 to December 31, 2019 to allow for the replacement of 457 modems that will no longer be supported by Verizon by December 31, 2019. The modem replacements are to be completed by December 31, 2019. As of January 1, 2019 a revised estimate total of 873 AMR devices were to be installed. This revised assessment was needed to exclude sites for the following reasons: expired water use permits, use change, deletion of withdrawals not required to be metered, and the completion of the Flow Meter Reimbursement Program. The Flow Meter Reimbursement Program was completed on December 31, 2018 with a total of 538 flow meters installed. The second phase of work for ongoing maintenance and limited AMR installations will begin on October 1, 2019 and run concurrent with the current AMR program contract.

New Activities Since Last Meeting: As of December 1, 2019, a total of 851 AMR units have been installed (97 percent complete) and a total of 456 modems are required to be replaced by December 31, 2019, 415 modems have been replaced to date (91 percent complete). *Project Manager: Talia M. Paolillo*

Staff Recommendation:

This item is provided for the Committee's information and no action is required.

Presenter: Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

REGULATION COMMITTEE

December 10, 2019

Routine Report

Overpumpage Report

Please see the attached report.

Staff Recommendation:

This item is provided for the Committee's information and no action is required.

Presenter: Darrin Herbst, P.G., Bureau Chief, Water Use Permit Bureau

Overpumpage Report
September 2019

Under Review ⁽¹⁾ Permit Application In-House ⁽²⁾ Forwarded to OGC ⁽³⁾

Permit No.	Permit Holder	Use Type	Permitted Quantity (gpd)	Original Report Date Annual Avg. Use Percent Over	Current Report Date Annual Avg. Use Percent Over	Service Office
New From Previous Report						
N/A	N/A	N/A	N/A	N/A	N/A	N/A

(1) Preliminary determination - permit is in non-compliance and file is under review by Regulation staff.

(2) A permit application is in-house for review.

(3) The non-compliance matter has been referred to the Office of General Counsel (OGC).

Overpumpage Report September 2019

Under Review ⁽¹⁾ Permit Application In-House ⁽²⁾ Forwarded to OGC ⁽³⁾

Permit No.	Permit Holder	Use Type	Permitted Quantity (gpd)	Original Report Date Annual Avg. Use Percent Over	Current Report Date Annual Avg. Use Percent Over	Service Office
Continuing From Previous Report						
10923.001	Spruce Creek Golf, LLC. ¹	Recreation – Golf Course	163,600	4/1/2019 513,085 gpd 213.62%	09/01/2019 701,852 gpd 329.00%	Brooksville
1854.008	Panther Trails CDD / Attn: Carrie Macsuga ¹	Recreation - Lawn/Landscaping	4,600	02/01/2019 11,573 gpd 151.59%	09/01/2019 9,710 gpd 111.09%	Tampa
12900.002	Minto Bradenton LLC. (Perico Island Development) ¹	Recreation - Lawn/Landscaping	130,500	11/01/2017 196,759 gpd 50.77%	09/01/2019 163,216 gpd 25.07%	Sarasota
1156.012	Bay Laurel Center Public Water Supply System ³	Public Supply	2,555,000	09/01/2016 2,696,799 gpd 5.55%	09/01/2019 3,256,507 gpd 27.46%	Brooksville
2588.010	Kelly Family Holdings, LLC. (Kelly Farms) ³	Agriculture – Potatoes and Pasture	1,043,600	11/01/2016 851,054 gpd 20.79%	09/01/2019 1,298,525 gpd 24.43%	Sarasota
7002.004	MHC FR Utility Systems, LLC. ³	Public Supply	97,100	04/01/2015 104,929 gpd 8.06%	09/01/2019 152,146 gpd 56.69%	Tampa

(1) Preliminary determination - permit is in non-compliance and file is under review by Regulation staff.

(2) A permit application is in-house for review.

(3) The non-compliance matter has been referred to the Office of General Counsel (OGC).

REGULATION COMMITTEE

December 10, 2019

Routine Report

Individual Permits Issued by District Staff

Please see the attached report.

Staff Recommendation:

This item is provided for the Committee's information and no action is required.

Presenter: Michelle Hopkins, P.E., Division Director, Regulation

INDIVIDUAL PERMITS ISSUED: ERPS – NOVEMBER 2019

PERMIT NUMBER	PROJECT NAME	COUNTY	DESCRIPTION	TOTAL PROJECT ACRES	WETLAND ACRES	WETLAND ACRES IMPACTED	WETLAND MITIGATION ACRES
43030391.005	Silverstone North Phase I	Manatee	Development of 400 single-family homes with associated utilities and 17 stormwater ponds	145.07	23.18	5.10	2.83
43023534.050	Connerton Village 2 Parcels 208 & 209	Pasco	Proposed 281-unit single-family residential subdivision; site contains four wetland/floodplain mitigation areas	208.50	85.24	4.32	0.00
43026505.004	Cobblestone	Pasco	Construction of 590 single-family residential units and associated infrastructure	256.54	62.73	6.96	0.00
43042512.001	Biscayne Property	Charlotte	Major modification to alter stormwater management approach from 100-year retention to a discharging system to serve a proposed residential community; redesign reduces wetland impacts	104.30	6.04	1.33	0.00
43024580.019	The Villages of Southern Oaks – Mass Grading Phase 6C	Sumter	Modification of a 120-acre mass-grading project for future residential and commercial development	120.05	45.51	1.20	994.56

Wetland Mitigation Acres may be zero or less than Wetland Acres Impacted for a variety of reasons. Some of those reasons are: impacted wetlands require no mitigation by rule (e.g., upland cut manmade ditches, etc.); quality of the impacted wetlands is less than the quality of proposed mitigation; or mitigation is provided through a different permit or a mitigation bank.

INDIVIDUAL PERMITS ISSUED: WUPS – NOVEMBER 2019

PERMIT NUMBER	PROJECT NAME	COUNTY	DESCRIPTION	USE TYPE	PREVIOUS PERMITTED QUANTITY	NEW PERMITTED QUANTITY	DURATION (YEARS)
2004345.016	Mixon Family Farms	Polk	Renewal of agricultural permit for the irrigation of blueberries	Agricultural	1,066,100	1,066,100	20

**G. General
Counsel's Report**

**Governing Board Meeting
December 10, 2019**

GENERAL COUNSEL'S REPORT

Discussion Items

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Submit & File Reports – None

Routine Reports

45. December 2019 Litigation Report	230
46. December 2019 Rulemaking Update	233

GENERAL COUNSEL'S REPORT

December 10, 2019

Discussion Item

Consent Item(s) Moved for Discussion

Staff Recommendation:

Presenter: Karen E. West, General Counsel

GENERAL COUNSEL'S REPORT

December 10, 2019

Routine Report

December 2019 Litigation Report

Staff Recommendation:

Presenter: Karen E. West, General Counsel

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT LITIGATION REPORT
December 2019

OPEN ENFORCEMENT CASES
67 Cases as of November 6, 2019

Case Style	Court/Case No.	Attorney	Description	Date Opened	Date Closed
Enforcement Cases in Active Litigation					
SWFWMD v. Fufuns Holdings, LLC	DOAH 19-2812	J. Fussell M. Bray	Challenge to Administrative Complaint and Order	05/10/19	
Permit/Agency Action Challenges					
Long Bar Pointe, LLP v. Lake Flores I, LLC, & SWFWMD	DOAH 17-005609	C. Tumminia J. Fussell	Administrative Challenge – ERP	09/29/2017	
Rainbow River Conservation, Inc., et al. v. SWFWMD	DOAH 19-2517RP	A. Vining C. Tumminia M. Bray	Rule Challenge	05/17/19	
Denlinger v. Summit View, LLC, and SWFWMD	N/A	J. Fussell A. Witherup	Administrative Challenge – ERP	08/20/19	Dismissed with Prejudice 9/6/19
Circuit Court Litigation					
Uranowski v. SWFWMD	Hernando County Case No. 16-CA-976	T. Gonzalez (outside counsel)	Employment Discrimination	09/30/16	
Thomas v. North Port Gateway Ass'n & SWFWMD	Charlotte County Case No. 16-1505-CA	G. Mackinnon (outside counsel)	Negligence (automobile accident)	08/18/16	
Denlinger v. SWFWMD	Pasco County Case No. 18-CA-1241	J. Fussell C. Tumminia	Inverse Condemnation Negligence (ERP)	05/18/18	Awaiting Order – Action Partially Dismissed
Heritage Lake Park CDD v. SWFWMD, et al.	Charlotte County Case NO. 18-CA-1191	C. Tumminia	Foreclosure (delinquent ad valorem taxes)	12/21/18	
Valdez v. SWFWMD	Pasco County Case No. 18-CA-1241	J. Fussell C. Tumminia	Inverse Condemnation Negligence (ERP)	01/30/19	Awaiting Order- Action Partially Dismissed

Cow Hammock, LLC v. Suggs & SWFWMD	Sumter County Case No. 19-CA-142	C. Tumminia	Quiet Title	04/22/19	
Gilberti v. DeSantis, SWFWMD, et al.	U.S. Middle Dist. Fl. 2:19-282-FtM	E. Fernandez C. Tumminia	R.I.C.O.	05/28/19	
SWFWMD v. Jacobs Engineering Group, Inc.	Hernando County Case No. 2019-CA-001105	M. McNeil	Complaint for Damages (Contracts and Indebtedness and professional malpractice)	09/27/19	
SWFWMD v. B&G Family Partnership, LLLP	Levy County Case No. 2019-CA-000746	E. Fernandez	Petition for Enforcement and Complaint for Civil Remedies	9/27/19	
SWFWMD v. The Links at River Ridge	Pasco County Case No. 2019-CA-003331	C. Tumminia	Petition for Enforcement and Complaint for Civil Remedies	10/8/19	
SWFWMD v. Kelly Family Holdings, LLC	Charlotte County Case No. 19001087CA	C. Tumminia	Petition for Enforcement and Civil Remedies	10/15/19	
Appeals					
Gilberti v. Federal Reserve, SWFWMD, et al.	U.S. Federal Cir.	E. Fernandez C. Tumminia	R.I.C.O.	06/18/19	
Harry and Janet Denlinger v. SWFWMD	Second District Court of Appeal Case No. 2D19-3835	M. Bray J. Fussell A. Witherup	Appeal of Final Order of Dismissal with Prejudice	10/4/19	
Delegated Consent Orders					
NONE					

GENERAL COUNSEL'S REPORT

December 10, 2019

Routine Report

December 2019 Rulemaking Update

Staff Recommendation:

Presenter: Karen E. West, General Counsel

**RULEMAKING UPDATE
DECEMBER 2019
PROPOSED RULES & AMENDMENTS**

RULE	INITIATION DATE	NEXT SCHEDULED ACTION	BOARD PROJECTED/ APPROVED DATE
1. Initiation and Approval of Rulemaking to Amend Rule 40D-2.302(1), F.A.C., to Repeal Reservations from Use of Morris Bridge Sink	May 2015	TBD	May 2015
2. Initiation and Approval of Rulemaking to adopt Minimum Flows for Rule 40D-8.041, F.A.C., Rainbow River System	June 2017	Effective Approx. January 2020	June 2017
3. Initiation and Approval of Rulemaking to Amend Rule 8.624, F.A.C. to Adopt revised Minimum and Guidance Levels for Lakes Church and Echo in Hillsborough County	December 2019	December 2019	December 2019
4. Initiation and Approval of Rulemaking to Amend Rule 8.624, F.A.C. to Adopt revised Minimum and Guidance Levels for Lake Charles in Hillsborough County	December 2019	December 2019	December 2019
5. Initiation and Approval of Rulemaking to Amend Rule 8.624, F.A.C. to Adopt revised Minimum and Guidance Levels for Lake Calm in Hillsborough County	December 2019	December 2019	December 2019
6. Initiation and Approval of Rulemaking to Amend Rule 8.624, F.A.C. to Adopt revised Minimum and Guidance Levels for Lake Linda in Pasco County	January 2020	January 2020	January 2020
7. Initiation and Approval of Rulemaking to Amend Rule 8.624, F.A.C. to Adopt revised Minimum and Guidance Levels for Sapphire Lake in Hillsborough County	December 2019	December 2019	September 2019
8. Initiation and Approval of Rulemaking to Amend Rule 8.623, F.A.C. to Adopt revised Minimum Wetland Levels in Hillsborough, Pasco, and Pinellas Counties	November 2019	November 2019	November 2019

RULE	INITIATION DATE	NEXT SCHEDULED ACTION	BOARD PROJECTED/ APPROVED DATE
9. Initiation and Approval of Rulemaking to Amend Rule 40D-2.091, F.A.C., to amend WUP Applicant's Handbook Part B	November 2019	November 2019	November 2019

COMMITTEE/LIAISON REPORTS

December 10, 2019

Discussion Item

Agricultural and Green Industry Advisory Committee

Staff Recommendation:

Presenter: Michelle Williamson, Board Member

COMMITTEE/LIAISON REPORTS

December 10, 2019

Discussion Item

Other Committee/Liaison Reports

Staff Recommendation:

Presenter: Board Members

EXECUTIVE DIRECTOR'S REPORT

December 10, 2019

Discussion Item

Executive Director's Report

Staff Recommendation:

Presenter: Brian J. Armstrong, P.G., Executive Director

CHAIR'S REPORT

December 10, 2019

Discussion Item

Chair's Report

Staff Recommendation:

Presenter: Mark Taylor, Chair

CHAIR'S REPORT

December 10, 2019

Discussion Item

Other

Staff Recommendation:

Presenter: Mark Taylor, Chair

FINANCE/OUTREACH & PLANNING COMMITTEE

December 10, 2019

Routine Report

Employee Milestones

Staff Recommendation:

Presenter: Mark Taylor, Chair

Years of Service	Seniority Date	Preferred Full Name	Position Title	Office Location	Bureau	Anniversary Year	Next Milestone
5	12/10/2014	Jeff Connor	Staff Systems Administrator	Brooksville	Information Technology	2019	12/10/2019
5	12/29/2014	Brian Szenay	Staff Hydrologist	Tampa	Water Use Permit	2019	12/29/2019
20	12/20/1999	Matt Jablonski	Chemistry Laboratory Supervisor	Brooksville	Data Collection	2019	12/20/2019
30	12/27/1989	George Prine	Senior Hydrologic Data Field Technician	Sarasota	Data Collection	2019	12/27/2019