Revised 7/10/13 Board of County Commissioners

Wakulla County, Florida

Agenda

Regular Public Meeting
Monday, July 15, 2013
@ 5:00 P.M.

Invocation

Pledge of Allegiance

Approval of Agenda:
(The Chairman and members of the Board will approve and/or modify the official agenda at this time).

Public Hearing
(Public Hearings are held as required to receive public comments on matters of special importance or as prescribed by law. For regular Board meetings, public hearings shall be scheduled as the first substantive item on the agenda and heard at the time scheduled for the start of the meeting or as soon thereafter as is possible. Individual speakers are encouraged to adhere to a three (3) minute time limit. The Chairman has the discretion to either extend or reduce time limits, based on the number of speakers).

1. Request Board Approval to Conduct the Public Hearing to Consider an Ordinance Repealing Section 7.002 of the Wakulla County Code of Ordinances Related to Vehicles and Boats on Trailers at Mashes Sand Boat Ramp After Sundown
   (Heather Encinosa, County Attorney)

Awards and Presentations
(Members of the Board will have the opportunity to acknowledge members of the community or commendable efforts at this time. Presentations will be made from individuals concerning issue of importance).

Citizens to be Heard
(Citizens will be heard between 6:30p.m. and 7:00p.m., or if the meeting concludes prior to 6:30p.m. or 7:00p.m. citizens will then be heard at the end of the meeting where applicable. Three (3) minute time limit; non-discussion by Commission; there shall be no debate and no action by the Commission).

(To ensure fairness and encourage participation, citizens who would like to speak on any item will need to fill out a speaker's card and turn in to Ms. Taff prior to the beginning of discussion on that particular item. Citizens are allowed a maximum of 3 minutes to speak.)

Consent

(All items contained herein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Commissioner, the County Administrator, or the County Attorney may withdraw an item from the consent agenda, either in writing prior to the meeting, or at the beginning of the meeting and it shall then be voted on individually. Every effort shall be made to provide such a request to the Chairman at least 24 hours before the meeting).

2. Approval of Minutes from the June 17, 2013 Regular Board Meeting
   (Brent X. Thurmond, Clerk of Court)

3. Approval of Minutes from the June 13, 2013 Second Budget Development Workshop for FY2013/14
   (Brent X. Thurmond, Clerk of Court)

4. Approval for Payment of Bills and Vouchers Submitted for June 13, 2013 – July 10, 2013
   (Brent X. Thurmond, Clerk of Court)

5. Request Board Approval to Adopt a Resolution Accepting a Deed of Dedication Right-of-Way on Summerwood Drive
   (Heather Encinosa, County Attorney)

6. Request Board Approval of Amendment One to the Contract between Wakulla County and Meridian Community Services Group
   (Susan Fleming, Grants Coordinator)

7. Request Board Approval of a Utilities Easement for Talquin Electric Corporative, Inc. at the Wakulla County Community Center
   (Rod Revell, Parks and Facilities Maintenance Director)

8. Request Board Ratification of Emergency Purchase from Anytime Electric for Relocation of Electrical Service at the Community Center
   (David Edwards, County Administrator)

9. Request Board Ratification of the Justice Assistance Grant (JAG) Application to Fund a Persons Crime Unit
   (Charlie Creel, Sheriff, WCSO)

10. Request Board Approval to Schedule Two Public Hearing Dates to Adopt the FY2013/14 Tentative and Final Budget and Adoption of the Millage Rate for September 5, 2013 and September 16, 2013
    (Brandy Price, Budget Coordinator)

11. Request Board Approval to Schedule and Advertise a Public Hearing to Consider Adopting An Ordinance Amending the Historic Preservation Ordinance Relating to the Composition of Committee Members
    (Jessica Welch, Communications and Public Services)

12. Request Board Approval of Letters of Support to FDOT for Sidewalk Funding in Panacea and Crawfordville
    (Keith Blackmar, CTST Chairman)

13. Request Board Approval of the Florida Department of Environmental Protection (DEP) Funding Cap Transition Agreement for the Petroleum Clean-up of the Previous County Sheriff's Office Site
(David Edwards, County Administrator)

Consent Items Pulled for Discussion

(Members requesting further information on items placed under "Consent Agenda," may withdraw those items and place them here, for further discussion).

Planning and Zoning

(*Members will be provided with planning and zoning amendment requests five (5) business days prior to the scheduled meeting. To the maximum extent possible, all support information and documentation for P&Z items shall be made available through a variety of means including the County website that will provide the public with the greatest opportunity to review documentation at the date of advertisement pursuant to Resolution No. 04-43. "In accordance with Sec. 24.01 of County Code, for all quasi-judicial proceedings each Commission member must disclose all contact received from interested parties and/or thei representatives, lobbyists, or any other third parties concerning any application and any personal investigation or knowledge being relied upon during the consideration of any quasi-judicial planning and zoning matters".)*

14. Application for Variance V13-01 - Progress Energy Substation
(Luis Serna, Planning Director)

15. Application for Site Plan SP13-01 – Progress Energy Substation
(Luis Serna, Planning Director)

16. Request Board Approval to Transmit the Revised Public School Facilities Element and Revised Capital Improvements Element Text Amendment to the Comprehensive Plan CP12-04
(Luis Serna, Planning Director)

General Business

(General Business items are items of a general nature that require Board directions or pertain to Board policy

17. Request Board Approval of the Proposed Agreement between the County and the Wakulla County Horseman's Association Relating to Management and Operation of the Equestrian Center
(Bryan Roddenberry, Recreation Director)

18. Request Board Approval of the FY2013/14 Preliminary Rate Resolution for Fire Services
(Heather Encinosa, County Attorney)

19. Request Board Approval of the FY2013/14 Preliminary Rate Resolution for Solid Waste Services
(Heather Encinosa, County Attorney)

20. Request Board Direction Concerning the Conveyance of the Gray Services 1, Inc Property to the County in Lieu of Satisfying Outstanding Code Enforcement Liens
(Heather Encinosa, County Attorney)

21. Request Board Direction Regarding the USDA Natural Resources Conservation Service (NRCS) Watershed Protection Recovery Program Matching Grant Award
(Sheree Keeler, Intergovernmental Affairs Director)

22. Request Board Approval to Waive the Purchasing Policy for Emergency Repairs to Wakulla River – Upper Bridge on County Road 365 and Approval of Baskerville Donovan Task Order No. 2
(Cleve Fleming, Public Works Director)

23. Request Board Direction Regarding the Wastewater Treatment Plant Options
(David Edwards, County Administrator) **THIS ITEM HAS BEEN TABLED TO A FUTURE MEETING**

Commissioner Agenda Items

(Items with supporting documentation shall be provided by a Commissioner to the County Administrator three (3) business days prior to the scheduled meeting. Items that are agendaed by Commissioners and fail to gain approval may not be replaced on the agenda by a Commissioner on the non-prevailing side for a period of six (6) months without approval of the Chairman unless there is substantive new information to present).

24. Commissioner Harden –
    a. Request Board Approval to Direct Staff to Schedule and Advertise a Public Hearing to Repeal Wakulla County Ordinance #2010-16 Concerning Wetlands Protection and to Defer to State Requirements Concerning Protection of Wetlands in Wakulla County

25. Commissioner Thomas –
    a. Employment Options for TDC Director
    b. Change Zoning of Parcel 33-2S-01E-000-04990-002 from PUD to C-2

County Attorney

(County Attorney items are items of a legal nature that require Board direction or represent general information to Board Members, staff or the public).

County Administrator

(County Administrator items are items that require Board direction or represent general information to Board Members, staff or the public).

Discussion Issues by Commissioners

(The purpose of this section is for Commissioners to request staff action on various issues, including scheduling of a future agenda item for later Board action, based on the approval of a majority of the Board. No assignments or request for agenda items shall be given to the County Administrator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the Board. The remarks of each Commissioner during his or her "discussion items" shall adhere to Robert Rules of Order, for proper decorum and civility as enforced by the Chairman.

Commissioner Kessler –

Budget Cuts, Salary Increases and Taxes

Commissioner Merritt –
Moving Forward with the Crawfordville Plan

Adjourn

(Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Commission present at the meeting)

The next Board of County Commissioners Meeting is scheduled for
Monday, August 5, 2013 at 6:00p.m.

Regular Board Meeting and Holiday Schedule
January 2013 – December 2013

January 2013

S	M	T	W	Th	F	Sa
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February 2013

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March 2013

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31						

April 2013

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May 2013

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June 2013

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July 2013

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August 2013

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September 2013

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October 2013

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November 2013

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December 2013

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29	30	31				

Regular Board Meeting
Special Meeting
Holiday
Workshops

PUBLIC NOTICE

2012/2013 Tentative Schedule

All Workshops, Meetings, and Public Hearings are subject to change

All sessions are held in the Commission Chambers, 29 Arran Road, Suite 101, Crawfordville, FL.
Workshops are scheduled as needed.

Month	Day	Time	Meeting Type
July 2013	Monday, 8	7:00 P.M.	Planning Commission Meeting
	Monday, 15	5:00 P.M.	Regular Board Meeting
August 2013	Monday, 5	6:00 P.M.	Regular Board Meeting
	Thursday, 8	5:00 P.M.	3rd Budget Development Workshop for FY13/14
	Monday, 12	7:00 P.M.	Planning Commission Meeting
	Monday, 19	6:00 P.M.	Regular Board Meeting
September 2013	Tuesday, 3	6:00 P.M.	Regular Board Meeting
	Monday, 9	7:00 P.M.	Planning Commission Meeting
	Wednesday, 11	5:30 P.M.	Code Enforcement Meeting
	Monday, 16	6:00 P.M.	Regular Board Meeting

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 13, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Rod Revell, Parks and Facilities Maintenance Director Heather J. Encinosa, County Attorney
Subject:	Request Board Approval to Conduct the Public Hearing to Consider an Ordinance Repealing Section 7.002 of the Wakulla County Code of Ordinances Related to Vehicles and Boats on Trailers at Mashes Sand Boat Ramp After Sundown

Statement of Issue:
This agenda item requests Board approval to conduct the public hearing to consider an ordinance repealing section 7.002 of the Wakulla County Code of Ordinances ("Code") related to vehicles and boats on trailers at Mashes Sand boat ramp after sundown. (Attachment #1).

Background:
During the June 3, 2013 meeting, the Board directed the County Attorney to draft an ordinance repealing section 7.002 of the Code in its entirety.

Analysis:
On May 6, 2013, the Board voted against imposing parking restrictions on all County boat ramps after sundown. Section 7.002 of the Code currently prohibits vehicles and boats on trailers from parking at Mashes Sand after sundown. In the interest of having consistent and uniform policies related to parking at public boat ramps, the Board directed the County Attorney to draft an ordinance repealing section 7.002 in its entirety.

Budgetary Impact:
The budgetary impact to the County will be the cost of placing the Ordinance in the Wakulla County Code through Muni Code at $19.50 per page for a total of $39.00.

Options:
1. Approve to conduct the public hearing and adopt the Ordinance repealing section 7.002 of the Wakulla County Code of Ordinances related to vehicles and boats on trailers at Mashes Sand boat ramp after sundown.

2. Do not approve to conduct the public hearing and do not adopt the Ordinance repealing section 7.002 of the Wakulla County Code of Ordinances related to vehicles and boats on trailers at Mashes Sand boat ramp after sundown.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. Draft Ordinance

ORDINANCE NO. 2013-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, REPEALING SECTION 7.002 OF THE WAKULLA COUNTY CODE OF ORDINANCES PERTAINING TO VEHICLES AND BOATS ON TRAILERS AT MASHES SAND BOAT RAMP AFTER SUNDOWN; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the Board of County Commissioners ("Board") of Wakulla County adopted Chapter 7 of the Wakulla County Code of Ordinances regulating beaches, boats and waterways; and

WHEREAS, the Section 7.002 of the Wakulla County Code of Ordinances is outdated and is no longer consistent with county policies pertaining to county-owned boat ramps; and

WHEREAS, the Board finds and determines that repealing Section 7.002 of the Wakulla County Code of Ordinances is necessary and in the best interest of the citizens of Wakulla County, Florida.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Wakulla County, Florida, that:

ARTICLE 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby incorporated by reference.

ARTICLE 2. REPEALER: The Board hereby repeals Section 7.002 of the Wakulla County Code of Ordinances in its entirety.

ARTICLE 3. CODIFICATION IN THE CODE OF ORDINANCES. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wakulla County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

ARTICLE 4. EFFECTIVE DATE. A certified copy of this Ordinance shall be effective 10 days after its enactment by the Board and filing with the Department of State.

PASSED AND DULY ENACTED by the Board of County Commissioners of Wakulla County, Florida in regular session, this ____ day of _____, 2013.

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Randy Merritt, Chairman

ATTEST:

_____
Brent X. Thurmond
Clerk of Court

APPROVED AS TO FORM AND CONTENT:

_____
Heather J. Encinosa
County Attorney

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 14, 2013
To:	Honorable Chairman and Members of the Board
From:	Brent X. Thurmond, Clerk of Court
Subject:	Approval of Minutes from the June 17, 2013 Regular Board Meeting

Statement of Issue:
This agenda item requests Board approval of the minutes of the June 17, 2013 Regular Board Meeting (Attachment #1).

Options:
1. Approve the minutes of the June 17, 2013 Regular Board Meeting.
2. Do not approve minutes of the June 17, 2013 Regular Board Meeting.
3. Board direction.

Recommendation:
Option #1

Attachment(s)
1. Draft of Minutes – June 17, 2013 Regular Board Meeting.

Board of County Commissioners draft

Regular Public Meeting
Monday, June 17, 2013

The Board of County Commissioners in and for Wakulla County met for a regular scheduled Board Meeting on Monday, June 17, 2013 with Chairman Randy Merritt presiding. Present were Commissioners Richard Harden, Howard Kessler, Jerry Moore, and Ralph Thomas. Also, present were County Administrator David Edwards, County Attorney Heather Encinosa and Deputy Clerk Evelyn Evans

Invocation and Pledge of Allegiance by Commissioner Ralph Thomas

APPROVAL OF AGENDA

(CD5:01) Commissioner Thomas moved to approve the Agenda with the following changes/modifications:
Move Commissioner Moore item (11) to Awards and Presentations
Move Commissioner Merritt item (9) after Awards and Presentations
Commissioner Harden requests to add (1) item to his Agenda
Second by Commissioner Moore and the motion carried unanimously, 5/0.

PUBLIC HEARING

(CD5:01) 1. Request Board Approval to Conduct the Public Hearing and Adopt an Ordinance Amending Sections 5-1 and 7-7, and Creating Section 7-29 of the Wakulla County Land Development Code Pertaining to Family Homestead Exemptions to the Density Standards of the Land Development Code and Comprehensive Plan
Commissioner Thomas moved to approve to conduct the public hearing and adopt the proposed Ordinance, as recommended for revision by the Planning Commission, revising sections of the Wakulla Code relating to Family Homestead Exemptions revising sections of the Wakulla Code relating to Family Homestead Exemptions. Second by Commissioner Harden and the motion carried unanimously, 5/0.

AWARDS AND PRESENTATIONS

11. **COMMISSIONER MOORE**

(CD5:06) a. Request Board Approval of a Proclamation declaring June 17, 2013 as Larry Tucker Day and Approval to Name the Maritime Center's Boat Shop the "Larry Tucker Watercraft Center"
Commissioner Moore moved to approve the Proclamation declaring June 17, 2013 as Larry Tucker Day and approve to name the Maritime Center's Boat Shop the "Larry Tucker Watercraft Center".
Second by Commissioner Thomas and the motion carried unanimously, 5/0.

(CD5:06) Proclamation Honoring Larry Tucker by Commissioner Jerry Moore – Proclamation read to Mr. Tucker

9. **COMMISSIONER MERRITT**

(CD5:15) a. Request Board Approval to Direct Staff to Revise the Comprehensive Plan to Allow the BOCC to Grant Variances inside the 35 Foot Wetland Buffer Zone and to Remove Isolated Wetlands from Wetlands Regulations
Commissioner Harden moved to direct staff to bring back a Comp Plan Revision that changes the language to allow the Board to come up with a variance procedure to allow people to use their property if it is otherwise going to be a taking as it relates to that 35' buffer and change the Comp Plan language to only have the wetland

restrictions apply to those wetlands defined as waters of the state with authorization for Commissioner Merritt to work with the Planning Director and County Attorney and bring the information back to the Board. Second by Commissioner Thomas with Commissioners Merritt, Harden, Moore, and Thomas in favor, Commissioner Kessler opposed, motion carried, 4/1.

CITIZENS TO BE HEARD

(CD6:59) 1. Kevin Hall – Expressed thanks to the Board for decisions they are charged with and to staff for all of their work; Thanks to Commission Harden and Thomas for their efforts in support of a property clean-up in a Code Enforcement foreclosure. A work group will be at the Family Circle site in Sopchoppy, Saturday, June 22, 2013 at 8:00 a.m.

(CD7:03) 2. Sue Damon – Land use – Wetlands item and disappointment at the vote earlier

(CD7:04) 3. David Damon – Land use – Wetlands item and disappointment at the vote earlier

(CD7:06) 4. Chuck Hess – CCOW on Thursday night at the Library 7:00 p.m., Wetlands item will be on their Agenda because it was a mistake to make the decision that was made tonight

(CD7:09) 5. Fred Bradford – requesting waiver of DPA permit fees for restroom at Panacea Congregational Holiness Church

(CD7:10) 6. Dennett Rainey – Commending the Board on the vote that was made on the Wetlands item

(CD7:11) ***CONSENT AGENDA***

Commissioner Kessler moved to approve the Consent Agenda, second by Commissioner Thomas and the motion carried unanimously, 5/0.

2. Approval of Minutes from the June 3, 2013 Regular Board Meeting
Approve – the minutes of the June 3, 2013 Regular Board Meeting

3. Approval of Minutes from the June 3, 2013 Workshop to Discuss Code Enforcement Policy on Liens, Fines, and Assessments
Approve – the minutes of the June 3, 2013 Workshop to Discuss Code Enforcement Policy on Liens, Fines, and Assessments

4. Approval for Payment of Bills and Vouchers Submitted for May 30, 2013 through June 12, 2013
Approve – payment of bills and vouchers submitted for May 30, 2013 – June 12, 2013

5. Request Board Approval to Accept and Award Invitation to Bid (ITB) #2013-20 to Capital Asphalt, Inc. for SCRAP Project Construction Award for Emmett Whaley
Approve – to accept and award ITB# 2013-20 to Capital Asphalt, Inc. in the amount of $508,726.00 to provide road widening and resurfacing for Emmett Whaley Road

6. Request Board Approval to Accept and Award ITB# 2013-17 to Welch Land Development for Road Paving Prep
Approve – to accept and award ITB# 2013-17 to Welch Land Development for Road Paving Prep

7. Request Board Approval to Schedule and Advertise Public Hearings to Consider an Ordinance Revising Section 2-4, Definitions of Terms; and Article III, Chapter 5 of the Wakulla County Land Development Code Pertaining to Zoning District and Zoning Regulations
Approve – to schedule and advertise the Public Hearings to consider an Ordinance Revising Section 2-4, Definitions of Terms; and Article III, Chapter 5 of the Wakulla County land Development Code Pertaining to Zoning District and Zoning regulations

CONSENT ITEMS PULLED FOR DISCUSSION - 0

GENERAL BUSINESS
(CD7:11) 8. Request Board Approval of the Revised Proposed Agreement between Wakulla County and the YMCA Relating to Operation of the Community Center
Commissioner Harden moved to approve the proposed Agreement between the County and YMCA relating to operating the Community Center. Second by Commissioner Kessler with Commissioners Merritt, Harden, and Kessler in favor, Commissioners Moore and Thomas opposed, motion carried, 3/2.

(CD8:04) 13. Request Board Approval to Accept the DACS Mosquito Control Grant and Approve the County Match of $29,456.14 as Proposed in the Budget
Commissioner Kessler moved to approve to accept the DACS Mosquito Control Grant Funds of $29,456.14 and approve the $29,456.14 County match as proposed in the draft budget, but limiting the expenditure to DOH in the amount of $18,500.00. If DOH determines that the additional $10,956.00 is needed the County Administrator will have the authority to make the decision. Second by Commissioner Harden and the motion carried unanimously, 5/0. ($18,500 is the amount that has been budgeted for FY 2013/2014)

COMMISSIONER AGENDA ITEMS

10. **COMMISSIONER KESSLER**
(CD8:09) a. Questionable Money Disbursement Made by the Wakulla County Sheriff's Department from Funds of the Fiscal Year 2011-2012
Commissioner Kessler moved to ask for a formal opinion from the State Attorney General's Office asking if F.S. 215.425 applies to the Sheriff's Office and does giving a one-time retroactive salary adjustment violate F.S. 215.425. Motion died for lack of second.

12. **COMMISSIONER HARDEN**
(CD8:37) a. Request Board Approval of a Letter of Support for the Wakulla County Historic Society's Grant Application for Improvements to the Historic Wakulla County Jail
Commissioner Moore moved to approve the Letter of Support for the Historical Society's Grant Application. Second by Commissioner Harden and the motion carried, 4/0. (Commissioner Kessler was out of the room)

(CD8:38) b. Request Board approval to declare Friday, July 5, 2013 as a Paid Holiday
Commissioner Harden moved to approve to declare Friday, July 5, 2013 as a paid Holiday. Second by Commissioner Moore and the motion carried, 4/0. (Commissioner Kessler was out of the room)

COUNTY ATTORNEY - 0

DISCUSSION ISSUES BY COMMISSIONERS

(CD8:40) COMMISSIONER THOMAS –(a) clean-up day on Family Circle, Saturday, June 22, 2013 at 8:00 a.m. (b) Hardship Exceptions for fire/solid waste – conversation regarding a deadline and it was determined that for tax roll certification and budget purposes there has to be a deadline date.

COUNTY ADMINISTRATOR

(CD8:48) 1. City of Tallahassee – evaluation on the sewer system, item for next Agenda
(CD8:52) 2. The need for a ranking order on pot one of RESTORE Act Funds
(CD9:03) 3. Fuel clean-up – old Sheriff's Office (Board Chambers area) starting next month
(CD9:04) 4. NERDA – Mashes Sands Projects improvements
(CD9:05) 5. Sign Ordinance – apology to citizens regarding sign ordinance, there was no ill intent, just the need of codification of an old ordinance. Citizens are invited to stop the Planning Department to questions.

COMMISSIONER THOMAS

(CD9:07) (a) Sign Ordinance – actually replaced two old ordinances, staff will bring back information regarding this (b) Invitation to attend a Watershed meeting in Gulf County

COMMISSIONER MOORE

(CD9:09) (a) Sign Ordinance – clutter of signs for some businesses and there is a need to eliminate this (b) expressed appreciation to Cleve Fleming for removal of a tree that was leaning over the highway

COMMISSIONER MERRITT

(CD9:11) (a) Commented that the Board meeting started at 5:00 p.m. and the room was full of citizens

COMMISSIONER HARDEN

(CD9:11) 1. Invitation extended to citizens that would like to help with a clean-up of property on Family Circle in Sopchoppy, Saturday at 8:00 a.m.

COMMISSIONER KESSLER

(CD9:11) (a) Pointing out items that he will suggest cutting in this year's budget to include $230,000.00 from the Sheriff and $31,384.00 from the Senior Citizens and he is working on a list of other items that he will suggest to be cut. He is requesting that the Board Members look at these suggested cuts as well as any other areas that can possibly be cut.

There being no further business to come before the Board, Commissioner Thomas moved to adjourn; second by Commissioner Moore and the motion carried unanimously, 5/0.

The meeting concluded at 9:23 p.m.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 14, 2013
To:	Honorable Chairman and Members of the Board
From:	Brent X. Thurmond, Clerk of Court
Subject:	Approval of Minutes from the June 13, 2013 Second Budget Development Workshop

Statement of Issue:
This agenda item requests Board approval of the minutes of the June 13, 2013 Second Budget Development Workshop (Attachment #1).

Options:
1. Approve the minutes of the June 13, 2013 Second Budget Development Workshop.
2. Do not approve minutes of the June 13, 2013 Second Budget Development Workshop.
3. Board direction.

Recommendation:
Option #1

Attachment(s)
1. Draft of Minutes – June 13, 2013 Second Budget Development Workshop.

BOARD OF COUNTY COMMISSIONERS
WORKSHOP: SECOND BUDGET DEVELOPMENT FY2013/14
JUNE 13, 2014

The Board of County Commissioners in and for Wakulla County met for a Workshop on Thursday, June 13, 2014 with Chairman Randy Merritt presiding. Present were Commissioners Richard Harden, Howard Kessler, Jerry Moore, and Ralph Thomas. Also, present were County Administrator David Edwards, County Attorney Heather Encinosa and Deputy Clerk Evelyn Evans

5:00 p.m. Chairman Merritt called the Workshop to order.

This workshop is the second of three scheduled workshops in the development of the FY2013/14 Budget. This workshop is intended to provide the Board with an overview of the General Fund operating budgets.

The FY2013/14 budget calendar was approved at the January 22, 2013 Board Meeting and the first budget workshop was held on March 7, 2013.

The FY2013/14 tentative budget is due to the Board on July 15, 2013. Although there are still some outstanding issues, there is a balanced budget at this time.

The County Auditor presented a review of the FY2011/12 audit on May 20, 2013. The report indicated that the County had made significant progress towards achieving a more financially stable fund balance. Despite the progress made, the County's fund balances still fall short of the County's Fund Balance policy and recommended levels.

This budget does not address employee raises.

The General Fund is estimated to increase 3.9% with the following summary:

Ad Valorem - 4.5% decrease based on the millage rate of 8.5 mills

Local Utility Taxes - anticipating a 7% increase (Public Service and Communication Service)

Jail Bed Revenue – Immigration & Customs Enforcement (ICE) is currently reviewing an Agreement with the Sheriff for housing prisoners and the Sheriff's Office should have a response within the next two weeks. This is a funding source outside of ad valorem taxes with the Sheriff's Office housing federal detainees and prisoners for the Federal Government.

Appropriated Cash Forward – There is $252,073 in cash forward appropriated in this budget.

State Revenue – All the state revenue estimates have not been made public at this time.

Retirement Benefits have increased due to changes in the State retirement rates.

Health Insurance – an increase has not been released by CHP, but a 5% increase has been estimated.

Staff met with each department and Constitutionals to discuss their budgets in an effort to obtain a balanced budget.

Constitutional Officer funding:

Clerk of Court budget remains at $545,534
Property Appraiser budget remains $945,644
Supervisor of Elections budget remains $339,703
Tax Collector's budget remains $673,622
Sheriff budget remains $10,110,056 with a reduction of $100,000 in their budget reserves from $250,000 to $150,000

The County Administrator and Finance Director provided detailed information to the Board regarding the Budget. Pursuant to Florida Statutes, the County Administrator will be presenting the Tentative Budget to the Board on July 15, 2013.

There being no further business to come before the Board, the meeting was adjourned by order of the Chair and 7:00 p.m.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 14, 2013
To:	Honorable Chairman and Members of the Board
From:	Brent X. Thurmond, Clerk of Court
Subject:	Approval for Payment of Bills and Vouchers Submitted for June 13, 2013 – July 12, 2013

Statement of Issue:
This agenda item requests Board approval for payment of bills and vouchers submitted for June13, 2013 – July 12, 2013.

Background:
It is the policy of the Board to pre-approve payment of bills and vouchers prior to the release of funds.

Options:
1. Approve payment of bills and vouchers submitted for June13, 2013 – July 12, 2013.
2. Do not approve payment of bills and vouchers.
3. Board direction.

Recommendation:
Option #1

Attachment(s)
Statement of bills and vouchers submitted for June13, 2013 – July 12, 2013

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 13, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Heather Encinosa, County Attorney
Subject:	Request Board Approval to Adopt a Resolution Accepting a Deed of Dedication Right-of-Way on Summerwood Drive

Statement of Issue:
This agenda item requests Board approval to adopt a Resolution accepting a Deed of Dedication Right-of-Way on Summerwood Drive.

Background:
Pursuant to a request from property owners along Summerwood Drive, at its May 6, 2013 meeting, the Board adopted a Resolution Accepting Deeds of Dedication Right-of-Way on Summerwood Drive. In doing so, the Board has assumed ownership and maintenance of those portions of Summerwood Drive.

Analysis:
As a condition of accepting ownership and maintenance of a portion of Summerwood Drive, the County required each property owner to convey a Deed of Dedication Right-of-Way to the County. Additionally, property owners of mortgaged properties were asked to obtain a partial release from the mortgagor.

On May 8, 2013, the Deed of Dedication Right-of-Way for Lot 10 was recorded in the Wakulla County Official Records in Book 909, Pages 552-555. However, the property owner has been unable to obtain a partial release from its mortgagor. So long as the property owner remains current on the mortgage payments, the lack of a partial release will not impede the County's ownership interest or its ability to maintain or improve the roadway. However, if the property owner defaults on the mortgage, the mortgagor may institute foreclosure proceedings and ultimately acquire ownership of the portion of roadway abutting the property. Given that the property would be required to maintain legal access, we believe it is doubtful that any entity with a superior lien would attempt to interfere with the County's ownership and operation of the roadway portion of the parcel.

If the County wants to maintain or improve the portion of roadway in front of Lot 10, it must first

obtain an ownership interest in such roadway segment. To do so, the Board will need to adopt the attached Resolution accepting the Deed of Dedication Right-of-Way from the owner of Lot 10.

Options

1. Accept Deed of Dedication Right-of-Way on Summerwood Drive.
2. Do not Accept Deed of Dedication Right-of-Way on Summerwood Drive.
3. Board Direction.

Budgetary Impact:

None.

Recommendation

Option #1

Attachments

Resolution Accepting Deed of Dedication Right-of-Way

RESOLUTION NO. 2013-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ACCEPTING A DEED OF DEDICATION RIGHT-OF-WAY ALONG SUMMERWOOD DRIVE.

RECITALS

WHEREAS, the Linda Gary, owner of certain property located along Summerwood Drive, has executed a Deed of Dedication Right-of-Way, recorded in the Wakulla County Official Records in Book 909, Pages 552-555, incorporated by reference and made a part hereof; and

WHEREAS, the County has previously accepted conveyance of other right-of-way along Summerwood Drive in order to maintain it as a public right-of-way; and

WHEREAS, it is in the best interest of the County to accept the Deed of Dedication Right-of-Way, recorded in the Wakulla County Official Records in Book 909, Pages 552-555,for the health, safety, and welfare of the citizens of Wakulla County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wakulla County, Florida, as follows:

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby accepts the Deed of Dedication Right-of-Way recorded in the Wakulla County Official Records in Book 909, Pages 552-555 for the purposed mentioned above.

PASSED AND ADOPTED by the Board of County Commissioners of Wakulla County, Florida, this ___ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY, FLORIDA

By:_____
Randy Merritt, Chairman

ATTEST:

By:_____
Brent X. Thurmond, Clerk

APPROVED AS TO FORM AND CONTENT:

By:_____
Heather J. Encinosa, County Attorney

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 21, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Luis Serna, Planning & Community Development Director Susan Fleming, Grants Coordinator
Subject:	Request Board Approval of Amendment One to the Contract Between Wakulla County and Meridian Community Services Group

Statement of Issue:
This agenda items requests Board approval of Amendment One to the Contract between Wakulla County and Meridian Community Services Group for administration services for the Community Development Block Grant (CDBG) Housing Rehabilitation Program.

Background:
On March 4, 2013, the County entered into a contract with Meridian Community Services Group to administer the CDBG Housing Rehabilitation Program.

As required by the Florida Department of Economic Opportunity (DEO) (the funding agent), federal provisions related to a plan for Section 3 and Affirmative Action were included as Attachment B to the Meridian Contract. In addition, Attachment E to the Contract which is the Payment Schedule is required to be amended to reflect the total contract amount.

Analysis:
The proposed Amendment One will revise Attachment B (Section 3 and Affirmative Action) and Attachment E (Payment Schedule) of the CDBG Housing Rehabilitation Contract with Meridian. Approval of the amendment will bring the Meridian Contract into compliance with the CDBG Program Rule.

Budgetary Impact:
There is no budgetary impact resulting from approval of this amendment.

Options:
1. Approve Amendment One to the Contract between Wakulla County and Meridian Community Services Group, Inc.

2. Do not approve Amendment One to the Contract between Wakulla County and Meridian Community Services Group, Inc.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. Grant Agreement between Wakulla County and Meridian Community Services Group, Inc.
2. Amendment One to Meridian Community Services Group, Inc., Contract

WAKULLA COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
CONTRACT FOR FFY 2013 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT
HOUSING REHABILITATION PROGRAM ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into this 4th day of March, 2013, by and between the Wakulla County Board of County Commissioners, (hereinafter the "County") and Meridian Community Services Group, Inc., (hereinafter "Meridian").

WHEREAS, the County has solicited for competitive proposals through the issuance of RFP No. 2013-05, and has selected Meridian to perform Program Administration Services for a Florida Small Cities Community Development Block Grant (CDBG) in the Housing Rehabilitation category for the FFY 2013 funding cycle;

WHEREAS, Meridian is qualified to provide these services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the County and Meridian agree as follows:

1. Covenant for Services

The County does hereby contract with Meridian to perform the services described generally herein and more specifically in Attachment D, and Meridian does hereby agree to perform such services under the terms and conditions set forth in the Contract.

2. Term of Contract

This Contract shall become effective immediately upon execution by both parties, with Program Administration Services subject to the beginning date of the County's Grant Award Agreement between the County and the Florida Department of Economic Opportunity (hereinafter the "DEO"). This Contract shall terminate upon termination of the County's Grant Award Agreement with DEO or when Meridian completes to the satisfaction of the County all requirements under this Contract, unless earlier terminated in accordance with the provisions of this Contract.

3. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the DOE. Meridian shall be paid in accordance with Attachment E, Payment Schedule to the Contract. The County's Grant Award Agreement with the DOE (Grant #13DB-01-02-75-01-H05) shall become part of this Contract consistent with the requirements established in the Florida Administration Code, Rule Section 9B-43.

4. Scope of Services

(A) Intent of This Contract

Meridian agrees, under the terms and conditions of this Contract and in compliance with applicable federal, state, and local laws and regulations, to undertake, perform, and

complete the necessary Program Administration Services required to implement and complete the County's FFY 2013 CDBG Housing Rehabilitation (HR) project.

(B) Program Administration Services—Scope of Services

(1) Establish and maintain the CDBG HR grant files and client files
(2) Represent the County during site and monitoring visits
(3) Determine beneficiary eligibility, including income verification
(4) Prepare site-specific Environmental Reviews
(5) Provide oversight of citizen complaint process
(6) Develop and process amendments, as needed
(7) Perform housing inspections, work write-ups, and construction cost estimates
(8) Prepare Invitations to Bid, contractor walk-throughs, and bid tabulations
(9) Perform interim and final housing inspections
(10) Prepare the County's quarterly, final, Section 3, and W/MBE reports, and other reports as requested by the DOE
(11) Assist in financial reporting
(12) Undertake Fair Housing Activities
(13) Perform other tasks as required for the successful administration and completion of the grant
(14) Provide recommendations to the County Administrator as needed

5. Consideration and Method of Payment

(A) Amount of Consideration

For Program Administration Services for the CDBG HR grant, the County will pay Meridian the sum of One Hundred and Five Thousand Dollars ($105,000, which is 14 percent of the grant award) over the period of the Contract. The funds shall be paid in twelve (12 equal monthly payments of Eight Thousand Seven Hundred and Fifty Dollars ($8,750). If the project is completed in less than twelve (12) months, the balance of the administration fee will be paid to Meridian after completion and submission of the Closeout Status Report to the DOE.

(B) Method of Payment

As a condition precedent to any payment, Meridian shall submit a monthly invoice, which shall reflect an equal monthly amount due for the administration services provided. The invoice will be submitted to the County for review and approval. Submission of Meridian's final invoice shall further constitute Meridian's representation to the County that, upon receipt of the amount invoiced, all obligations of Meridian to others, including its consultants, incurred in connection with the project, will be paid in full. Meridian shall submit invoices to the County at the following address:

Ms. Melissa Corbett
3093 Crawfordville Highway
Crawfordville, Florida 32327
Phone: (850) 926-3695, ext.742

FAX: (850) 926-1528
e-mail: mcorbett@mywakulla.com

Payments for all sums properly invoiced shall be made, subject to the availability of funds, in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Florida Prompt Payment Act") to:

Meridian Community Services Group, Inc.
ATT.: Esrone McDaniels, MPA, Assistant Director
Post Office Box 13408
Tallahassee, Florida 32317
Phone: (850) 888-1908
FAX: (850) 878-8785
e-mail: emcdaniels@meridserv.com

6. Subcontracts

(A) If Meridian subcontracts any of the work required under the Contract, Meridian shall receive prior approval of the subcontractor by the County and agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with Meridian.

(B) Meridian agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the County from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

7. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized courier service, such as Federal Express or UPS. All modifications or amendments shall be effective upon the date of the last signatory and attached to the original of this Contract. The amount of compensation paid to Meridian shall not be amended without mutual agreement of the County and Meridian, formally executed in writing, subject to availability of funds. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provisions of this Contract whether or not similar, unless otherwise expressly provided.

8. Termination (Cause and/or Convenience)

(A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) Not less than ten (10) calendar days written notice (delivered by certified mail, reture receipt requested) of intent to terminate; and

(2) An opportunity for consultation with the terminating party prior to termination.

(B) This Contract may be terminated in whole or in part in writing by the County for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 8.(A) above.

(C) If termination for default is effected by the County, an equitable adjustment in the price for this Contract shall be made, but

(1) No amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) Any payment due to Meridian at the time of termination may be adjusted to cover any additional costs to the County because of Meridian's default.

(3) If termination for convenience is effected by the County, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

(4) For any termination, the equitable adjustment shall provide for payment to Meridian for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

(5) Upon receipt of a termination action under paragraphs (A) or (B) above, Meridian shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the County all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by Meridian in performing this Contract, whether completed or in process, and fully cooperate with the County to effectuate a transition of services.

(6) Upon termination, the County may take over the work and may award another party a Contract to complete the work described in this Contract.

(7) If, after termination for failure of Meridian to fulfill contractual obligations, it is determined that Meridian had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

9. Access to Records

The County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purpose of audit, examination, excerpts, and transcriptions.

10. Retention of Records

Meridian shall retain all records relating to this Contract for six years (6) after the County makes final payment and all other pending matters are closed.

11. Remedies

Unless otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the County and Meridian, arising out of or relating to this contract, or the breach of it, will be decided in a Florida court of competent jurisdiction. The venue for any legal action or other proceeding, which might arise from this Contract shall be in Wakulla County, Florida.

12. Liability

Meridian shall be responsible for all damages to persons or property that occur as a result of Meridian's fault or negligence in connection with work performed under the provisions of this Contract, and Meridian will be financially responsible and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the County. Throughout the term of this Contract, Meridian shall maintain insurance in the following minimum amounts: $1,000,000 of Professional Liability Insurance, $2,000,000 of General Liability Insurance, $1,000,000 of Automobile Liability Insurance and $100,000 per accident of Workers Compensation and Employers' Liability Insurance. Documentation regarding insurance will be made available upon request.

Meridian shall indemnify and save harmless the County, its agents, officers, and employees from any loss, damage or expense, including all costs and reasonable attorneys' fees, suffered by the County from any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or act of Meridian, its agents, servants, or employees in the performance of this Contract.

13. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, Meridian shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

14. Eligibility

Meridian certifies that it is eligible to receive state and federally funded contracts. Meridian also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

15. Environmental Compliance

If this contract exceeds $100,000, Meridian shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Meridian shall include this clause in any subcontracts over $100,000.

16. Energy Efficiency

Meridian shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached hereto and made part of this Contract:

(A) Attachment A, Federal Provisions

(B) Attachment B, Section 3 and Affirmative Action Plan

(C) Attachment C, Sworn Statement on Public Entities Crimes

(D) Attachment D, Scope of Services

(E) Attachment E, Payment Schedule

18. Independent Contractor

Meridian is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided herein shall at all times, and in all places, be subject to Meridian's sole discretion, supervision, and control. Meridian does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

19. Entire Agreement

The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Contract supersedes all prior and contemporaneous agreements,

understandings, negotiations and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

IN WITNESS THEREOF, the parties have executed the Contract the day and year written above.

MERIDIAN COMMUNITY SERVICES GROUP, INC.

BY: _____
Lisa A. Blair, President

ATTEST: _____
Corporate Secretary

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Randy Merritt, Chairman

ATTEST: _____
Brent Thurmond, Clerk of Court

ATTACHMENT A: Federal Provisions

1. Equal Employment Opportunity

During the performance of this Contract, Meridian agrees as follows:

(A) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(C) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker=s representatives of the Contractor=s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(F) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of 5eptember 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections

of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

3. **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national original, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

4. **Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

(1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found

in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, it successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. Section 503 Handicapped Persons (Contracts $2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor=s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal

Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

6. Age Discrimination Act of 1975

No person in the United States shall, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

ATTACHMENT B: Section 3 and Affirmative Action Plan

1. Meridian will solicit and evaluate applications for employment in a manner that is nondiscriminatory based on age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, Meridian will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) are provided a convenient way to apply for employment.
3. During this project, Meridian will seek to purchase necessary goods and/or services from businesses that are located in, or owned by, persons residing in the jurisdiction.
4. Meridian will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. Meridian shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
6. Meridian is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C: Sworn Statement on Public Entities Crimes

FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for Wakulla County.

2. This sworn statement is submitted by (entity) Lisa A. Blair whose business address is 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3419105 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is_____and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie

case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

[signature] 5/9/13

Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9 day of May, 2013, and is personally known to me, or has provided _____ as identification.

[signature]
Notary Public

My Commission expires:
2013

TAMMY PETERS
Commission # DD 921344
Expires August 31, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

ATTACHMENT D: Scope of Services

Meridian will perform the following tasks for Program Administration Services:

1. Establish and maintain the CDBG HR grant files and client files
2. Represent the County during site and monitoring visits
3. Determine beneficiary eligibility, including income verification
4. Prepare site-specific Environmental Reviews
5. Provide oversight of citizen complaint process
6. Develop and process amendments, as needed
7. Perform housing inspections, work write-ups, and construction cost estimates
8. Prepare Invitations to Bid, contractor walk-throughs, and bid tabulations
9. Perform interim and final housing inspections
10. Prepare the County's quarterly, final, Section 3, and W/MBE reports, and other reports as requested by the DOE
11. Assist in financial reporting
12. Undertake Fair Housing Activities
13. Perform other tasks as required for the successful administration and completion of the grant
14. Provide recommendations for the County Administrator as needed

ATTACHMENT E: Payment Schedule

1.	Upon Submission of Environmental Review to DEO	$5,000
2.	May 31, 2013	$9,773
3.	June 30, 2013	$9,773
4.	July 31, 2013	$9,773
5.	August 31, 2013	$9,773
6.	September 30, 2013	$9,773
7.	October 30, 2013	$9,773
8.	November 30, 2013	$9,773
9.	December 31, 2013	$9,773
10.	January 31, 2014	$9,773
12.	February 28, 2014	$9,773
13.	March 31, 2014	$9,770

AMENDMENT ONE TO THE CONTRACT BETWEEN
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS AND
MERIDIAN COMMUNITY SERVICES GROUP, INC.,
FOR FFY 2013 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION PROGRAM
ADMINISTRATION SERVICES

This amendment is made and entered into by and between the Wakulla County Board of County Commissioners (hereinafter the "County") and Meridian Community Services Group, Inc., (hereinafter Meridian).

WHEREAS, on March 4, 2013, the County and Meridian entered into a Contract for Administration Services for the County's FFY 2013 Small Cities Community Development Block Grant (CDBG)Housing Rehabilitation Program; and

WHEREAS, the County has determined that Attachment B: Section 3 and Affirmative Action Plan are inconsistent with the requirements of the CDBG Program; and

WHEREAS, the County and Meridian desire to amend the Contract by deleting Attachment B: Section 3 and Affirmative Action Plan and replacing it with a revised Attachment B: Section 3 and Affirmative Action Plan to bring it into compliance with provisions of the CDBG Program and by deleting Attachment E: Payment Schedule and replacing it with Revised Attachment E: Payment Schedule to reflect the total Contract amount.

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

Attachment B to the Contract between the County and Meridian for CDBG Administration Services is deleted in whole and is hereby replaced by Revised Attachment B: Section 3 and Affirmative Action Plan attached hereto.

Attachment E to the Contract between the County and Meridian for CDBG Administration Services is deleted in whole and is hereby replaced by Revised Attachment E: Payment Schedule attached hereto.

All provisions of the Contract and any other attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this Amendment, effective as of the date of the execution of this Amendment by both parties.

All provisions not in conflict with this Amendment remain in full force and effect, and are to be performed at the level specified in the Contract.

IN WITNESS THEREOF, the parties hereto have executed this document as of the dates set herein.

WAKULLA COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
Randy Merritt, Chairman

DATE:_____

ATTEST:_____
Brent Thurmond, Clerk of the Court

MERIDIAN COMMUNITY SERVICES
GROUP, INC.

By:_____
Lisa A. Blair, President

DATE:_____

ATTACHMENT B: SECTION 3 AND AFFIRMATIVE ACTION PLAN--REVISED

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of $100,000 or more.

Section 3 Clause.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

REVISED ATTACHMENT E: Payment Schedule

1.	Upon Submission of Environmental Review to DEO	$5,000
2.	May 31, 2013	$8,333
3.	June 30, 2013	$8,333
4.	July 31, 2013	$8,333
5.	August 31, 2013	$8,333
6.	September 30, 2013	$8,333
7.	October 30, 2013	$8,333
8.	November 30, 2013	$8,333
9.	December 31, 2013	$8,333
10.	January 31, 2013	$8,333
11.	February 28, 2013	$8,333
12.	March 31, 2013	$8,333
13.	April 31, 2013	$8,337

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 21, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Rod Revell, Parks and Facilities Management Director
Subject:	Request Board Approval of a Utilities Easement for Talquin Electric Corporative, Inc. at the Wakulla County Community Center

Statement of Issue:
This agenda item requests Board approval of a utilities easement for Talquin Electric Corporative, Inc. at the Wakulla County Community Center.

Background:
Originally a 20 foot utilities easement was granted by the former church to allow for access and maintenance to the utility lines and equipment for Talquin Electric Cooperative, Inc. Due to the relocation of these utility lines and equipment it is now necessary for Wakulla County to grant a new 20 foot easement to provide access to utility lines and equipment for Talquin Electric Cooperative, Inc. serving the Wakulla County Community Center.

Analysis:
By granting this easement to Talquin Electric Corporative, Inc. it will allow them to construct, operate, repair and maintain as needed for the purpose of delivering electrical power to the Wakulla County Community Center as well as in or upon all streets, roads or highways abutting said property.

Budgetary Impact:
There is no budgetary impact anticipated for this item.

Options:
1. Approve the utilities easement for Talquin Electric Corporative, Inc. at the Wakulla County Community Center.
2. Do not approve the utilities easement for Talquin Electric Corporative, Inc. at the Wakulla County Community Center.
3. Board direction.

Recommendation:
Option #1.

Attachment(s):
1. Talquin Electric Corporative, Inc. Easement

Prepared by and return to: Mark N. Taylor
Talquin Electric Cooperative, Inc.
P.O. Box 1679: Quincy, Florida 32353

TALQUIN ELECTRIC COOPERATIVE, INC. UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT, that I/we, the undersigned,_____
_____
as its,_____, and whose address is known to be _____, for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto **Talquin Electric Cooperative, Inc.,** a not-for-profit corporation under Florida law, whose post office address is P.O. Box 1679, Quincy, Florida 32353, and to its successors or assigns, a perpetual easement to enter upon the lands of the undersigned, situated in the County of Wakulla, State of Florida, and more particularly described as follows:

A 20' Talquin Electric Cooperative Inc. utility easement on private property lying 10' either side of electric facilities lying parallel and adjacent to the western access road intersecting that roadway known as Trice Lane, for that parcel of property referred to as the Wakulla County Community Center, a public institution situated in Lot 72 of the Hartsfield Survey of Lands in Wakulla County, Florida as shown and described in Wakulla County Official Records Book 826, Page 655. Refer to Exhibit "A", attached hereto and made a part hereof for described 20 foot Talquin utility easement. Additionally, all roadways are designated as ingress, egress to access all Talquin utilities.

and to construct, operate, repair and maintain as needed, for the purpose of delivering and maintaining electric power, on the above described lands and/or in or upon all streets, roads or highways abutting said lands, utility lines, systems, and/or equipment including anchor guys where needed, even if said anchor guys are outside the boundaries of the legal description in attached Exhibit "A", and to cut and trim trees and shrubbery to the extent necessary to keep such trees and shrubbery clear of said utility lines, systems and/or equipment and to cut and/or remove all dead, weak, leaning, or dangerous trees tall enough to strike the said utility lines, systems, or equipment should they fall.

It is understood and the parties agree that the utility lines, systems, and/or equipment of Talquin Electric Cooperative, Inc. installed or located, or to be installed or located over, under, or across land described in Exhibit "A" shall at all times be and remain the absolute property of Talquin Electric Cooperative, Inc., its successors, and assigns, and subject to its complete dominion and control.

The grantors covenant and agree not to erect any structures or improvements within said easement area of the above-described lands. The undersigned covenant that they are the owner of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons or entities:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 2013.

Signed, Sealed, and Delivered in the presence of:

Wakulla County Board of County Commissioners

_____

By:_____

_____

Its:_____

Print Name of witness

_____

_____

Print Name of Witness

STATE OF FLORIDA, COUNTY OF _____ the foregoing instrument was acknowledged before me this _____ day of _____, 20____, by,_____
_____personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____

Print name Notary Public in and for the
County and State Aforesaid

TEC Pole # W3-16-7R-1

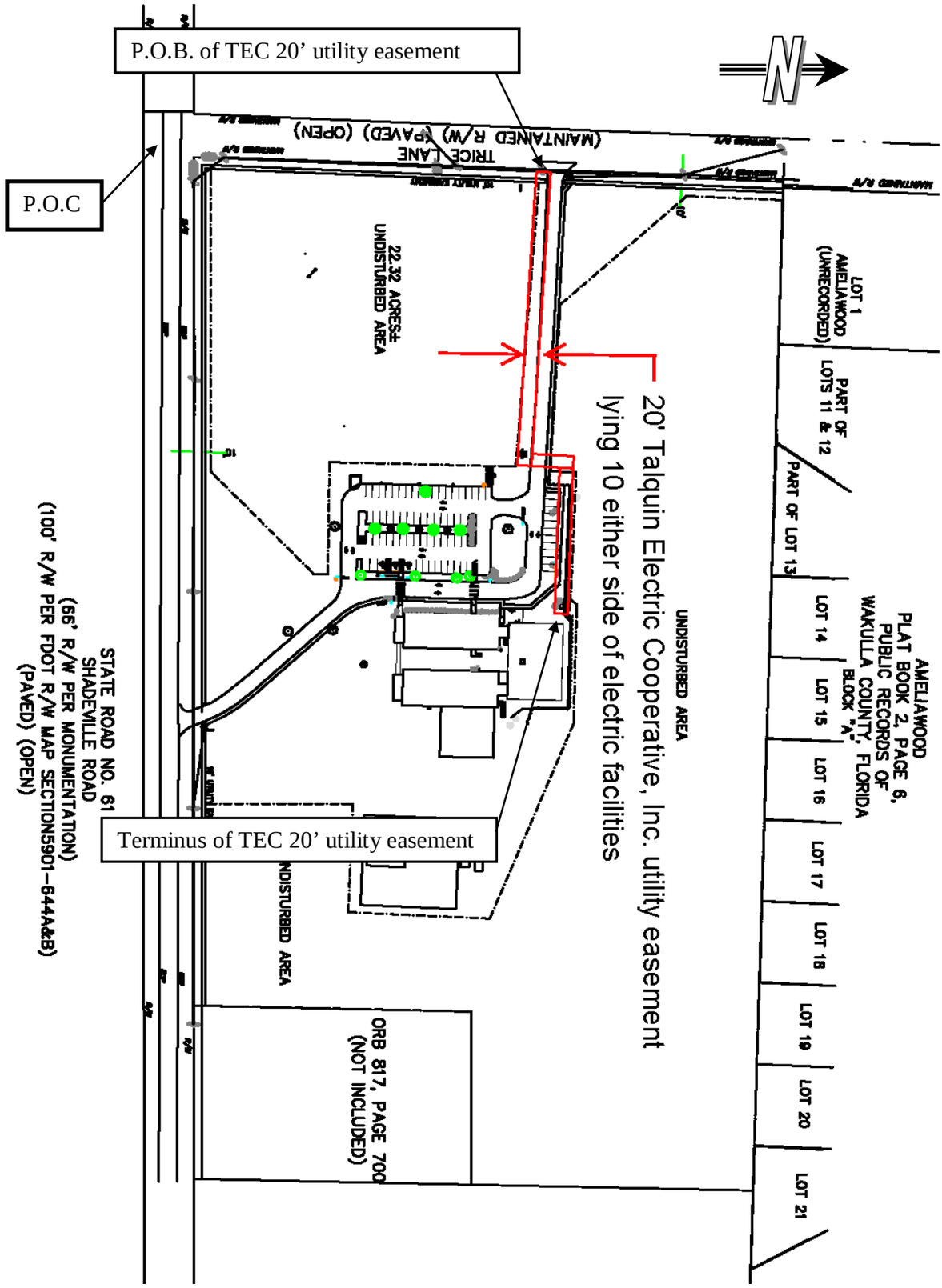
Parcel I.D. # 00-00-076-000-10248-000

TALQUIN ELECTRIC COOPERATIVE INC.

UTILITY EASEMENT FOR

Wakulla County Community Center

Parcel I.D. # 00-00-072-000-10150-000



General easement description:

A 20 foot Talquin Electric Cooperative, Inc utility easement across that property described in Wakulla County Public Records Book 826, Page 655, as a 22 Ac. (m.o.l.) parcel of land lying in Lot 72 of the Hartsfield Survey of Lands of Wakulla County, Florida. Said 20 foot easement lying 10 foot either side of the following described centerline; Commence (P.O.C.) at a point marking the intersection of State Road 61 a/k/a/ Shadeville Road and that roadway known as Trice Lane, thence northwesterly, N 16© 48' 32" W, along the centerline of Trice Lane approximately, 480 feet (m.o.l.) marking the point of beginning (P.O.B.) of the 20 foot utility easement. Thence, northeasterly, N 72© 22' 19" E, 415 feet (m.o.l.), Thence northwesterly, N 16© 48' 32" W, 54 feet (m.o.l.), Thence northeasterly, N 72© 22' 19" E, 215 feet (m.o.l.) marking the terminus of the 20 foot utility easement.

EXHIBIT "A"

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 26, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Rod Revell, Parks and Facilities Maintenance Director
Subject:	Request Board Ratification of Emergency Purchase from Anytime Electric for Relocation of Electrical Service at the Community Center

Statement of Issue:
This agenda item requests Board ratification of emergency purchase from Anytime Electric in the amount of $18,005 for the relocation of electrical service at the Crawfordville Community Center.

Background:
In order to construct the new gymnasium for the Wakulla County Community Center the Talquin Electric transformer had to be relocated from within the footprint of the new building and electrical service reestablished to the existing buildings.

Analysis:
The existing electrical transformer at the Wakulla County Community Center had to be relocated due to the current location being in the footprint of the new gymnasium building. Due to the time constraints involved in completing construction to meet the grant requirement, the necessity to have the transformer relocated, and to restore power to the existing facility there was not sufficient time to seek competitive bids for this procurement. Per Section 5.17 of the County Purchasing Policy relating to competitive purchases and solicitations states that public utility services may be exempt from the competitive bid process. It also states in Section 4.7 of the Purchasing Policy that emergency procurements are permitted, "In the case of emergencies that require the immediate purchase of goods or services, the County Administrator or his designee shall be empowered to secure such goods or services without competitive bidding".

Upon careful consideration and in order to comply with the 2008 National Electrical Code the decision was made to go with a single 1200 amp 3 phase electrical service. The existing electrical service was located on the old sanctuary building with a sub feed to the existing building which is now housing the Sherriff's Department and provisions for a sub-feed to the new gymnasium building. By installing a single service we eliminated two meters which will result in a savings on

facility charges amounting to six hundred dollars ($600.00) annually from now on.

Budgetary Impact:
Funds for this portion of the Community Center project are budgeted in one cent sales tax (317-FACI) and are included in the amended FY2012/13 budget to supplement construction expenses that are not reimbursable by the State funded Community Center Grant (300-HUD-01).

The budgetary impact for the work that we are seeking payment for is eighteen thousand and five dollars ($18,005.00).

Options:
1. Approve to ratify payment to Anytime Electric in the amount of $18,005.00 for relocation of electrical service at the Community Center.
2. Do not approve to ratify payment to Anytime Electric for relocation of electrical service at the Community Center.
3. Board direction.

Recommendation:
Option #1

Attachment(s):
1. Electrical Service relocation proposal from Anytime Electric
2. Invoice #3333 from Anytime Electric
3. Wakulla County disbursement request for Anytime Electric

Anytime Electric, Inc.

P. O. Box 1687
Crawfordville,, FL 32326
Phone: 850-421-3012
Fax: 850-421-3013

RECEIVED JUN 18 2013

PROPOSAL

Date	Proposal #
6/18/2013	2604

Name / Address
Wakulla County Public Works 340 Trice Ln Crawfordville Fl 32327 926-7616 Att: Brent Pell bpell@esginc.net

Description	Total
Wakulla Community Center * Original Proposal #2552: Siemens Switch Gear With Aluminum Wiring Total $16,985.00	16,985.00
* Add Alt # 1 : Labor and material to relocate the pad mounted transformer location an additional 38' from building for the new 1,200 amp 3 phase under ground service to include: 160' - 4" PVC conduit 4 runs 38' $311.00 608' - 500 kcm aluminum wiring 4 runs 38', 4 wires each run $1,204.00 Labor 3.5 hrs 2 men $350.00 total - Add Alt #1 $1,865.00	1,865.00
* Alternate #2 deduct: Material reused original wiring to feed existing building 624' - 250 kcm aluminum wiring $595.00	-595.00
* Alternate #3 deduct Electrical Permits Paid for by others (Not Anytime Electric) Deducted - $250.00	-250.00
Thank you for the opportunity	**Total** $18,005.00

Please sign and return fax to accept this proposal

Signature

Phone #	Fax #
850-421-3012	850-421-3013

Anytime Electric, Inc.

P. O. Box 1687
Crawfordville,, FL 32326
Phone: 850-421-3012
Fax: 850-421-3013

. RECEIVED JUN 19 2013

Invoice

Date	Invoice #
6/18/2013	3333

Bill To

Wakulla County Public Works
340 Trice Ln
Crawfordville Fl 32327
926-7616
Att: Brent Pell bpell@esginc.net

P.O. No.	Terms	Project
	Paid	

Quantity	Description	Rate	Amount
	P O 089734	16,985.00	16,985.00
	Wakulla Community Center * Original Proposal #2552: Siemens Switch Gear With Aluminum Wiring Total $16,985.00		
	* Add Alt # 1 : Labor and material to relocate the pad mounted transformer location an additional 38' from building for the new 1,200 amp 3 phase under ground service to include: 160' - 4" PVC conduit 4 runs 38' $311.00 608' - 500 kcm aluminum wiring 4 runs 38', 4 wires each run $1,204.00 Labor 3.5 hrs 2 men $350.00 total - Add Alt #1 $1,865.00	1,865.00	1,865.00
	* Alternate #2 deduct: Material reused original wiring to feed existing building 624' - 250 kcm aluminum wiring $595.00	-595.00	-595.00
	* Alternate #3 deduct Electrical Permits Paid for by others (Not Anytime Electric) Deducted - $250.00	-250.00	-250.00

Thank you for your business. We charge a 1.5% late fee.

Total $18,005.00

Date Printed: 6/19/2013

Wakulla County
Board of County Commissioners
Disbursement Request

Date: 6/18/2013

Department: Parks & Facilities Management / Recreation
Submitted by: Peggy McLaughlin
Vendor #: 3162
Vendor Name: ANYTIME ELECTRIC INC
Vendor's Remittance Address:
P.O. BOX 1687
CRAWFORDVILLE, FL 32326

Finance Department Use Only:
Board Date:
Reviewed By:

☐ Please check this box if new vendor or vendor information has changed. New vendors require a W-9 form

Description (Maximum of 45 Characters)	Payment Amount	Invoice Date	Invoice # (20 Char Max)	P.O. # (15 Char Max)	Usage Quantity	G/L Account Number: Fund	Department	Expense Group	Object Code
Community Center - Electrical relocation - Materials and Labor	**$ 18,005.00**	**6/18/13**	**3333**	**089734**	**n/a**	**317-FACI**	**6900-09**	**572**	**5620**
Total	**$ 18,005.00**								

Prepared By: Peggy McLaughlin

2013 JUN 20 AM 8:41
WAKULLA COUNTY BD OF COUNTY COMMISSIONERS ADMINISTRATION OFFICE

SIGNATORY BLOCK (DEPARTMENT HEADS SIGN ALL DISBURSEMENTS)

DIVISION DIRECTOR (0 - $999.99) Rodney Powell 6/24/13
COUNTY ADMIN STAFF ($1,000 - $4,999.99)
COUNTY ADMINISTRATOR ($5,000 - $9,999.99)
BOCC CHAIRMAN (OVER $10,000 WITH NO CONTRACT)
*CONTRACT ON FILE (OVER $10,000)
CONTRACT EXPIRATION DATE:
CONTRACT AMOUNT:

(*IF FIRST DISBURSEMENT FOR CONTRACT, ATTACH COPY OF CONTRACT AND BOCC APPROVAL MEETING MINUTES)

089734

Wakulla County

WAKULLA COUNTY

P. O. BOX 1263 • 196 OCHLOCKONEE STREET
CRAWFORDVILLE, FLORIDA 32326
PHONE (850) 926-0919 • FAX (850) 926-0940

TO Anytime Electric

SHIP TO Community Center

PLEASE ENTER OUR ORDER FOR THE FOLLOWING:

Rod

Date Required	Ship Via	Terms	Account or Job No.	Order Date
				10-4-13

	Quantity	Description		Amount	
		labor and material -		~~18,995~~	~~00~~
		electrical relocation		18,005	00

Please Acknowledge Immediately And State When You Will Ship • Our Order Number Must Appear On All Related Packages and Forms

PLEASE SEND _____ COPIES OF YOUR INVOICE

PURCHASING AGENT

PURCHASE ORDER

WAKULLA COUNTY

P. O. BOX 1249 • 196 OCHLOCKONEE STREET
CRAWFORDVILLE, FLORIDA 32326
PHONE (850) 926-0919 • FAX (850) 926-0940

PURCHASE ORDER

Anytime Electric, Inc.

P. O. Box 1687
Crawfordville,, FL 32326
Phone: 850-421-3012
Fax: 850-421-3013

. RECEIVED JUN 19 2013

Invoice

Date	Invoice #
6/18/2013	3333

Bill To

Wakulla County Public Works
340 Trice Ln
Crawfordville Fl 32327
926-7616
Att: Brent Pell bpell@esginc.net

P.O. No.	Terms	Project
	Paid	

Quantity	Description	Rate	Amount
	P O 089734 Wakulla Community Center * Original Proposal #2552: Siemens Switch Gear With Aluminum Wiring Total $16,985.00	16,985.00	16,985.00
	* Add Alt # 1 : Labor and material to relocate the pad mounted transformer location an additional 38' from building for the new 1,200 amp 3 phase under ground service to include: 160' - 4" PVC conduit 4 runs 38' $311.00 608' - 500 kcm aluminum wiring 4 runs 38', 4 wires each run $1,204.00 Labor 3.5 hrs 2 men $350.00 total - Add Alt #1 $1,865.00	1,865.00	1,865.00
	* Alternate #2 deduct: Material reused original wiring to feed existing building 624' - 250 kcm aluminum wiring $595.00	-595.00	-595.00
	* Alternate #3 deduct Electrical Permits Paid for by others (Not Anytime Electric) Deducted - $250.00	-250.00	-250.00

Thank you for your business. We charge a 1.5% late fee.

Total $18,005.00

Anytime Electric, Inc.

P. O. Box 1687
Crawfordville,, FL 32326
Phone: 850-421-3012
Fax: 850-421-3013

RECEIVED JUN 18 2013

PROPOSAL

Date	Proposal #
6/18/2013	2604

Name / Address
Wakulla County Public Works 340 Trice Ln Crawfordville Fl 32327 926-7616 Att: Brent Pell bpell@esginc.net

Description	Total
Wakulla Community Center * Original Proposal #2552: Siemens Switch Gear With Aluminum Wiring Total $16,985.00	16,985.00
* Add Alt # 1 : Labor and material to relocate the pad mounted transformer location an additional 38' from building for the new 1,200 amp 3 phase under ground service to include: 160' - 4" PVC conduit 4 runs 38' $311.00 608' - 500 kcm aluminum wiring 4 runs 38', 4 wires each run $1,204.00 Labor 3.5 hrs 2 men $350.00 total - Add Alt #1 $1,865.00	1,865.00
* Alternate #2 deduct: Material reused original wiring to feed existing building 624' - 250 kcm aluminum wiring $595.00	-595.00
* Alternate #3 deduct Electrical Permits Paid for by others (Not Anytime Electric) Deducted - $250.00	-250.00
Thank you for the opportunity	**Total** $18,005.00

Please sign and return fax to accept this proposal

Signature

Phone #	Fax #
850-421-3012	850-421-3013

Anytime Electric, Inc.

P. O. Box 1687
Crawfordville,, FL 32326
Phone: 850-421-3012
Fax: 850-421-3013

PROPOSAL

Date	Proposal #
5/2/2013	2552

Name / Address
Wakulla County Public Works 340 Trice Ln Crawfordville Fl 32327 926-7616 Att: Brent Pell bpell@esginc.net

Description	Total
Wakulla Community Center Siemens Switch Gear With Aluminum Wiring Labor and material to install a new 1,200 amp 120/208 volt 4 wire 3 phase electrical service to include: - Install new underground 1,200 amp service from the relocated pad mounted transformer underground to west building - Install a new 1,200 amp Siemens with 3 3pole future provisions, outdoor panel box, service rated 10,000 aic rated - Install new conduit and wiring to sub feed the existing building electrical panels 400 amp 120/208 volt 3 phase - 1,200 amp underground service to be 3 runs 4" PVC conduit with 4 - 750 mcm aluminum wiring - 400 amp sub panels to be feed with 2 runs 2.5" PVC conduit with 4 - 250 mcm aluminum wing and one #2 aluminum - Electrode grounding system - Connection for one building to be temporary supplied with back up generator while power is down. - Electrical permit and inspection * Trenching provided by others * Portable generator provided by others $6,982.00 1,200 amp panel board with 2 - 400 amp 3 pole breakers $6,953.00 All conduit, wiring, fittings for underground service and subpanels $300.00 Shipping $250.00 Electrical permits $2,500.00 Labor $16,985.00 Total	16,985.00
Thank you for the opportunity	**Total** $16,985.00

Please sign and return fax to accept this proposal

Signature

Phone #	Fax #
850-421-3012	850-421-3013

SIEMENS

Proposal

To: HD SUPL INC
550 APPLEYARD DR
TALLAHASSEE, FL 32304
US

From:

Attention:

Tel. No.:
Fax No.:

Project Name: Anytime Electric
Quote Name: Base
Quote #: palmwx10c_04301300_00_00_O00
Bid Date: 04/30/2013

Siemens Industry, Inc. (Company) agrees to sell to Purchaser and Purchaser agrees to purchase from the Company the goods described below. Quoted Lead times refer to the manufacturing cycles at time of quotations and are subject to change

Line #:	Qty	Description
20000	1	**Q--PANELBOARD P5**

Requested Lead Time:15 Working Days

1 - SECTION
P5C75N1120EBS, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 10,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 1200A, Bus Material: Copper, Plating: Silver, NEMA 3R OUTDOOR,Service Entrance.

2 - 400A /3P-JXD2

3 - 3P-JXD2 - PROV

1 - INTERIOR W/ 1,200A /3P-NNX MAIN BREAKER

- 1 - (3)500-750Kcmil Al/Cu
- 1 - Padlock Device
- 1 - Non-Interchangeable Trip
- 1 - Std Al/Cu Gnd Connector
- 1 - NEMA 3R,3R/12 Enclosure
- 1 - Certification - UL
- 1 - No Front
- 1 - Card Holder-Std Plastic Sleeve

Enclosure, Catalog Number WP875

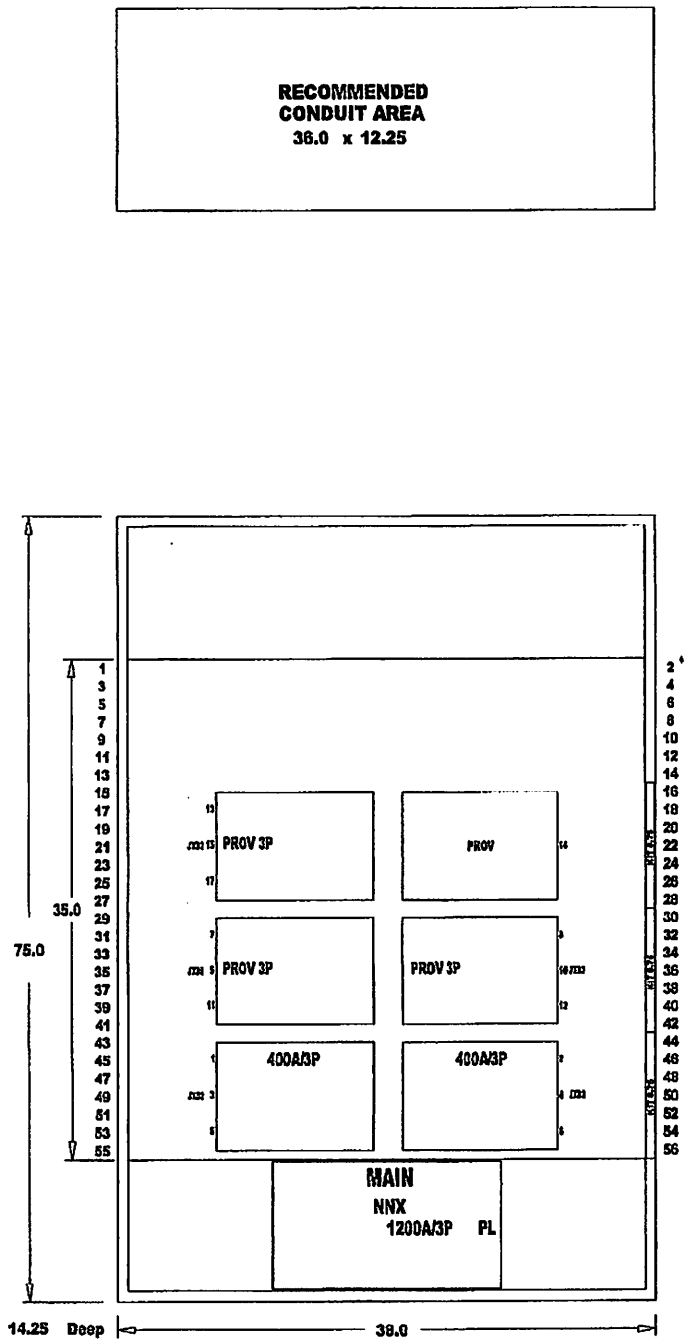
Notes:

Price Policy: Prices are firm for quoted delivery.

Payment: Net Due 30 Days

Shipping:

Shipment of goods will be made after receipt of all the following at Company's production facility: (a) Purchase Order, (b) Technical Information, and if required (c) Drawing Approval.
Shipping days for each product type are determined by the Company's published shipping schedules.



PANELBOARD NOTES

DESIGNATION	Q
SECTION	:1 OF 1
PANEL TYPE	:P5
CATALOG NUMBER	:P5C75N1120EBS
ENCLOSURE	:3R Outdoor
SYSTEM VOLTAGE	:208Y/120 3Ø 4W Wye AC
IR RATING	:10 K AIC
MAIN BUS	:1,200 A
BUS MATERIAL	:Copper Silver
FEED	:Bottom
MOUNTING	:Surface
SUSE	:Yes
SERIES RATED	:No
MAIN	:1200A/3P NNX
MAIN LUGS	:(3)500-750KCMIL AL/CU

*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW

PANELBOARD COMPONENTS

Main :
1 - 1,200A /3P-NNX MAIN BREAKER
1-(3)500-750Kcmil Al/Cu
1-Padlock Device
1-Non-Interchangeable Trip

Branches :
2 - 400A /3P-JXD2
3 - 3P-JXD2 - PROV
1 - J-PROV
1-JD Provision

Options :
1-Std Al/Cu Gnd Connector
1-Certification - UL
1-No Front
1-NP Location - Trim
1-Card Holder-Std Plastic Sleeve

NO.	REVISIONS	DRAWN BY	DATE
1	0	palmwx10o	5-2-2013

Anytime Electric

Siemens Industry, Inc.
Norcross, Georgia

ND SUPL INC TALLAHASSEE

palmwx10o
5-3-2013

Q

palmwx10o_04301300_00_00_000-20000

SHEET 1 OF 5

1

PANELBOARD NOTES

DESIGNATION	Q
SECTION	:1 OF 1
PANEL TYPE	:P5
CATALOG NUMBER	:P5C75N1120EBS
ENCLOSURE	:3R Outdoor
SYSTEM VOLTAGE	:208Y/120 3Ø 4W Wye AC
IR RATING	:10 K AIC
MAIN BUS	:1,200 A
BUS MATERIAL	:Copper Silver
FEED	:Bottom
MOUNTING	:Surface
SUSE	:Yes
SERIES RATED	:No
MAIN	:1200A/3P NNX
MAIN LUGS	:(3)500-750KCMIL AL/CU

*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW

ABBREVIATIONS

'UL' COMPLIES WITH UNDERWRITERS LABORATORIES STANDARDS.

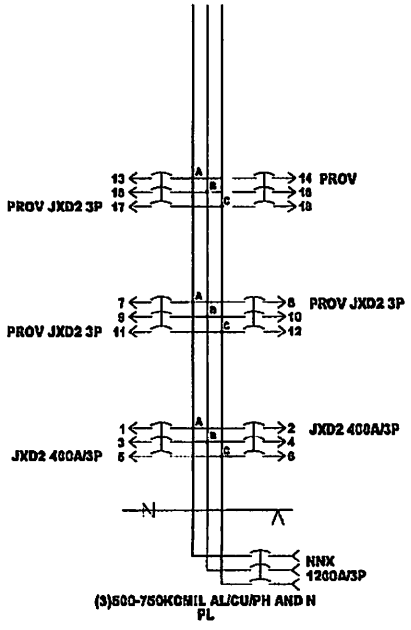
'SUSE' SUITABLE ONLY FOR USE AS SERVICE ENTRANCE EQUIPMENT.

'CPT' CONTROL POWER TRANSFORMER

'PROV' PROVISION FOR FUTURE DEVICE

'IR' INTERRUPT RATING

'DM' DIGITAL METER

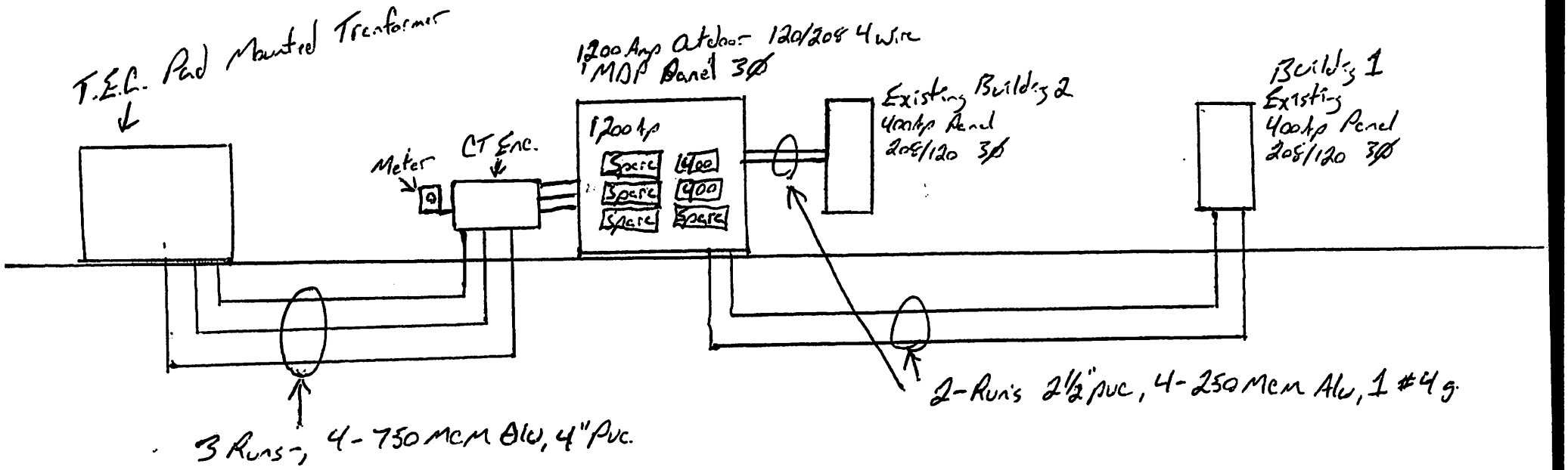


JOB: Anytime Electric			
P.O.:	CUST.: NO SUPL INC TALLAHASSEE		
CONTR:	CONSULT:		
TYP:	BY: palmwx10o	ENG. LOC.:	DESIGNATION: Q
E.O.:	DATE: 3-2-2013		
Siemens Industry, Inc. Norcross, Georgia	APP.:	MFG. LOC.:	DWG. NO.: palmwx10o_04301300_00_00_000-20000
	APP.:	DWG. FILE:	SHEET 2 of 5 — REV. 1

CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPERAGE (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	78	400	3	JXD2	65,000	(2)3/0-500KCMIL CU/ 4/0-500 AL	-
7/9/11	81	400	3	PROV	65,000	(2)3/0-500KCMIL CU/ 4/0-500 AL	-
13/15/17	84	400	3	PROV	65,000	(2)3/0-500KCMIL CU/ 4/0-500 AL	-
2/4/6	79	400	3	JXD2	65,000	(2)3/0-500KCMIL CU/ 4/0-500 AL	-
8/10/12	82	400	3	PROV	65,000	(2)3/0-500KCMIL CU/ 4/0-500 AL	-
14/16/18	85	_	3.0	J-PROV	_	_	-

JOB: Anytime Electric			
P.O.	CUST: NO SUPL INC TALLAHASSEE		
CONTR	SCHEDULE		
TIE	BY: pafmwx10a	LINE LOC.	DESIGNATION: Q
S.O.	DATE: 5-3-2013		
Siemens Industry, Inc. Norcross, Georgia	APP.	MFG. LOC.	DWG. NO.: pafmwx10a_04301300_00_00_000-20000
	CHK.	MFG. PER	SHEET 3 OF 5 — REV. 1


T.E.C. Pad Mounted Tranformer
1200 Amp Outdoor 120/208 4 Wire MDP Panel 3Ø
Meter
CT Enc.
1200 Amp
Spare
400
Spare
400
Spare
Spare
Existing Building 2 400 Amp Panel 208/120 3Ø
Building 1 Existing 400 Amp Panel 208/120 3Ø
3 Runs - 4-750 MCM Alu, 4" Pvc.
2-Runs 2½" Pvc, 4-250 Mcm Alu, 1 #4 g.

Wakulla County Community Center

New Building

Lighting:	8,456 Sq. Ft. x 2VA per ft. = 16,912 x 125% =	21,140 VA
2 - A/C Heat 161 Amps	161 x 208 x 1.732 =	58,001
20 Ton Package Units		58,001
Duplex Receptacles	25 x 180 VA each =	4,500
Misc. Electrical		2,500
Largest Motor 10 HP = 30.8 x 208 x 1.732 x 25% =		2,774 VA
		146,916 VA
	divided	(208 x 1.732)
		407 Amps

Existing Building Each

Lighting:	6,250 Sq. Ft. x 3.5 VA = 21,875 x 125% =	27,343 VA
2 - A/C 10 Ton	104 Amps x 208 x 1.732 =	37,466 VA
		37,466 VA
Duplex Receptacles 120 volt	110 x 180 VA each =	19,800 VA
Largest Motor 7.5 HP x 25% =		2,161 VA
		124,236 VA
	divided	(208 x 1.732)
		344 Amps

TOTAL:	New Building	407
	Existing Building #1	344
	Existing Building #2	344
	TOTAL:	1,095 Amps

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 24, 2013
To:	Honorable Chairman and Members of the Board
From:	Sheriff Charlie Creel, Wakulla County Sheriff's Office MaryDean Barwick, Wakulla County Sheriff's Office
Subject:	Request Board Ratification of the Justice Assistance Grant (JAG) Application to Fund a Persons Crime Unit

Statement of Issue:
This agenda item requests Board ratification of the Justice Assistance Grant (JAG) Application to fund a Persons Crime Unit.

Background:
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

In an effort to more effectively respond to, investigate and where needed arrest child abuse offenders, the Wakulla County Sheriff's Office applies annually for grant funding to fund a Persons Crime Unit. The person's crime investigator is a certified law enforcement officer who is trained in handling domestic violence cases, sex crimes on children and child abuse cases. With the aid of JAG funding, the Persons Crime Unit will be able to investigate sex and child related crimes more effectively. The grant also enables the WCSO to more efficiently monitor sex offenders and predators and train officers on domestic violence issues.

In 2012, the Edward Byrne Memorial Justice Assistance Grant (JAG) was awarded to the Wakulla County Sheriff's Office (WCSO) in the amount of $33,892; FDLE allocates funds annually through this grant to Wakulla County.

Analysis:

In the current fiscal year (2013/14) $32,544 has been allocated, and in order to meet the grant deadline of July 24, 2013, the WCSO has submitted the JAG application and requests that the Board ratify such submittal in order to continue to use the funds to combat crimes against children and to purchase law enforcement equipment. It is a grant requirement that the local government applying for the award make the grant application available for review to the governing body of the unit of local government.

Budget Analysis:
There is no budgetary impact and no match for this grant. If awarded, this grant application will provide the WCSO with $32,544 to fund the Persons Crime Unit and purchase replacement Tasers.

Options:
1. Approve ratification of the Justice Assistance Grant Application and Authorize the WCSO to use the Edward Byrne Memorial Justice Assistance Grant (JAG) to fund a Persons Crime Unit.
2. Do not approve ratification of the Justice Assistance Grant Application and do not authorize the WCSO to use the Edward Byrne Memorial Justice Assistance Grant (JAG) to fund a Persons Crime Unit.
3. Board Direction.

Recommendation:
Option #1

Attachments:
1. Grant Application

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

May 24, 2013

2013 MAY 30 PM 1:25
WAKULLA COUNTY BD OF
COUNTY COMMISSIONERS
ADMINISTRATION OFFICE

The Honorable Randy Merritt
Chairman, Wakulla County
Board of Commissioners
Post Office Box 1263
Crawfordville, FL 32326

Re: Federal Fiscal Year (FFY) 2013 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairman Merritt:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2013 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside $32,544 funds for use by all units of government within Wakulla County. The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note that the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation.

Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds. FDLE recommends that the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's on-line grant management system. Please complete the enclosed Certificate of Participation and return it as soon as possible to:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308
Attention: Clayton H. Wilder, Administrator

FDLE does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. If you have any questions or if we can provide you with any assistance regarding the JAG Program, please contact me at (850) 617-1250.

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/al

Enclosures

cc: Mayors in Wakulla County
Law Enforcement Agencies in Wakulla County
Project Directors in Wakulla County

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Date: _____

Mr. Clayton H. Wilder
Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder:

This is to inform you that the Board of County Commissioners Accepts ___ Declines ___ the invitation to serve as the coordinating unit of government in the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

For purposes of coordinating the preparation of our application(s) for grant funds with the Office of Criminal Justice Grants, we have designated the following person:

Name:_____

Title:_____

E-mail address:_____

Agency:_____

Address:_____

Telephone:_____ County:_____

Date:_____

Sincerely,

Chair, Board of County Commissioners

Rule Reference 11D-9.006 OCJG-024 (Rev. June 2012)

PROGRAM ANNOUNCEMENT
FEDERAL FISCAL YEAR 2013

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Countywide State Solicitation

The State of Florida, Department of Law Enforcement (FDLE), anticipates an award from the United States Department of Justice (USDOJ) for $7,071,683 in Justice Assistance Grant (JAG) funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code. This announcement is to notify eligible applicants of program requirements. Please note this Program Announcement includes information from the USDOJ relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

Eligible Applicants

Units of local government are eligible to receive subgrants from FDLE. "Units of local government" means any city, county, town, township, borough, parish, village, or other general-purpose political subdivision of a State and includes Native American Tribes that perform law enforcement functions as determined by the Secretary of the Interior.

Program Strategy and Purposes

JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice. Local units of government receiving JAG funding have the flexibility to implement projects in any of the seven federally approved purpose areas, listed below.

1) Law enforcement programs
2) Prosecution and court programs
3) Prevention and education programs
4) Corrections and community corrections programs
5) Drug treatment and enforcement programs
6) Planning, evaluation, and technology improvement programs
7) Crime victim and witness programs

Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding.

Coordination Efforts

Each county is allocated a sum of money for use by all local governments within the county. This amount is determined through a funding algorithm established in the administrative rule.

Chapter 11D-9.005, Florida Administrative Code, requires that units of government in each county reach consensus concerning the expenditure of these funds, including the projects to be implemented and the agency responsible for such implementation. Maximum coordination is required to meet this program requirement, and the Department requests the county board of commissioners to serve as the coordinating unit for all local governments within the county. The Chairman, Board of County Commissioners, in each county so notified is requested to return to the Department a statement of certification indicating the county's willingness to serve. This certification must be returned within 30 days from the date of receipt of notification. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

Each county or coordinating unit of government is encouraged to form a criminal justice coordinating/planning group to identify and implement criminal justice priorities for the county, to plan strategies to address those priorities, to identify areas of greatest need, and to review all possible sources of revenue to make sure that funds go to the programs or issues that need them most.

Furthermore, FDLE requires that units of government in each county reach consensus concerning the expenditure of the JAG funds, including the projects to be implemented and the agency responsible for such implementation. Each county must document this consensus by submitting letters from at least 51 percent of the units of government which also represent at least 51 percent of the population located in said county.

Match Requirements
There is no match requirement under the guidelines of the JAG program.

DOJ/Bureau of Justice Assistance (BJA) Priorities

BJA wishes to ensure that recipients are aware of several areas of national focus and priority and to encourage recipients to maximize the effective use of JAG funds. The following is a brief list of key priorities:

1) Reducing Gun Violence
2) Recidivism Reduction and Justice System Realignment
3) Indigent Defense
4) Evidence-Based "Smart" Programs

For more information on BJA's priorities, recipients may access: https://www.bja.gov/Funding/13JAGStateSol.pdf (see pages 13-14). This is for informational purposes only; do not apply for any funds through this solicitation. Recipient must still submit an application for funding through SIMON.

Application Requirements and Deadlines

Once the Certificate of Participation form designating the coordinator for your county is received, the Office of Criminal Justice Grants will send this individual further information regarding the application process.

Applicants must apply on-line using FDLE's grant management system. The deadline for the on-line submission is **5:00 P.M., Wednesday, July 24, 2013**. In addition, applicants must print out the completed application and submit **two (2) hard copies** (both with *original signatures*) no later than **5:00 P.M., Friday, August 2, 2013. A separate application must be submitted for each proposed project**. Applications should be mailed or hand delivered to the Florida Department of Law Enforcement, Office of Criminal Justice Grants, 2331 Phillips Road, Tallahassee, Florida 32308, Attention: Clayton H. Wilder, Administrator.

Applications must be accompanied by letters of approval representing agreement among at least 51 percent of all units of local government representing at least 51 percent of the county population as to the allocation of dollars to each project in the county.

Questions regarding this Program Announcement should be directed to Clayton H. Wilder, Florida Department of Law Enforcement, at (850) 617-1250.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 1, 2013
To:	Honorable Chairman and Members of the Board
From:	J. David Edwards, County Administrator Greg James, Finance Director Brandy Price, Budget Coordinator
Subject:	Request Board Approval to Schedule Two Public Hearing Dates to Adopt the FY2013/2014 Tentative and Final Budget and Adoption of the Millage Rate for September 5, 2013 and September 16, 2013

Statement of Issue:
This agenda item requests Board approval to set the two public hearing dates to adopt the FY2013/2014 Tentative and Final Budget and adoption of the millage rate for September 5, 2013 and September 16, 2013.

Background:
According to Florida Statute 200.069(2)(b), within 80 days of the Certification of Property Value, but not earlier than 65 days after certification, the County is required to hold the first public hearing on the tentative budget and proposed millage rate. This hearing is publicized via the Truth in Millage (TRIM) Notice mailed out by the Property Appraiser and also published in the Wakulla News August 22nd edition. At this hearing the County will amend and adopt the tentative budget, re-compute its proposed millage rate and publicly announce the percent, if any, by which the re-computed proposed millage exceeds the rolled back rate.

Subsequently, according to Florida Statute 200.065(2), within 15 days after the meeting adopting the tentative budget, the County needs to advertise its intent to adopt a final millage rate and budget. The second public hearing to adopt the final millage rate and budget shall be held not less than 2 days or no more than 5 days after the day that the advertisement is published. Per TRIM requirements, the Board of Commissioners budget hearing dates cannot conflict with the budget hearing dates that are set by the Wakulla County School Board.

Analysis:
According to the TRIM calendar, and since the Certification of Property Value was received by July 1, 2013 from the Property Appraiser, the County will be in compliance with Florida

Statutes, if the two public hearing dates are scheduled as follows:

First Public Hearing Date
Thursday, September 5, 2013 at 5:01 p.m. in the County Commission Chambers

Second Public Hearing Date
Monday, September 16, 2013 at 5:01 p.m. in the County Commission Chambers

The FY2013/2014 Budget calendar was approved by the Board at a regularly scheduled meeting on January 22, 2013. This calendar included these two public hearing dates.

Staff has been in contact with Randy Beach from the Wakulla County School Board and was advised that these dates would not be in conflict with their anticipated budget hearing dates, which are scheduled for July 29, 2013 and September 9, 2013.

Budgetary Impact:
The budget will be impacted by the cost of advertisement in the Wakulla News at approximately $180.00.

Options:
1. Approve the setting of two public hearing dates on Thursday, September 5, 2013 at 5:01 p.m. in the County Commission Chambers and Monday, September 16, 2013 at 5:01 p.m. in the County Commission Chambers.
2. Do not approve the setting of two public hearing dates on Thursday, September 5, 2013 at 5:01 p.m. in the County Commission Chambers and, Monday September 16, 2013 at 5:01 p.m. in the County Commission Chambers.
3. Board direction.

Recommendation:
Option #1.

Attachments:
1. Wakulla County FY2013/2014 Budget Calendar

WAKULLA COUNTY BUDGET CALENDAR
FISCAL YEAR 2013-2014

DATES	ACTION
January 22, 2013	BOCC Approval of the FY2013/14 Budget Calendar
March 5, 2013	Mandatory Budget Kick-Off Meeting with all Departments from 10:00 a.m. – 12:00 p.m.
	Finance distributes Budget Request Packages to all Departments and Constitutional Officers.
March 7, 2013	1st Budget Development Workshop
April 15, 2013	All BOCC Department Budget Requests are due to Finance to begin analysis.
April 16-26, 2013	Meetings with Departments to review requested budgets.
May 1, 2013	Final Day for Constitutional Officers to Submit Budget Requests (F.S. 129.03 [2])
May 6-17, 2013	Meetings with Constitutional Officers to review requested budgets.
June 6, 2013	2nd Budget Development Workshop
July 1, 2013	Certification of Taxable Property Values by the Property Appraiser (193.023 F.S.)
July 15, 2013	Tentative Balanced Budget is placed on the desks of the Board of County Commissioners. (F.S. 129.03 [3a])
July 15, 2013	Board Sets First and Second Public Hearing Dates
By August 1, 2013	Board to Advise Property Appraiser of Proposed Millage Rate, Rolled Back Rate, Date, Time and Place of First Public Hearing. (200.065.[4b]F.S.]
August 8, 2013	3rd Budget Development Workshop.

August 14, 2013	Last day for the Board of Commissioners or the Property Appraiser to submit additional information or testimony to the Department of Revenue regarding the Property Appraiser's tentative budget request. (195.087[1a]F.S.]
August 15, 2013	Deadline for Department of Revenue to make Budget Amendments or changes to the Property Appraiser's Budget.
August 23, 2013	Property Appraiser mails Notice of Proposed Property Taxes (200.065 [4b]F.S.) (*within 55 days of Certification or 10 days after tax roll is adopted)
September 5, 2013	***Special Date*** Public Hearing to be scheduled on Tentative Budget and Proposed Millage Rate (200.065[4bc] F.S.) (*within 80 days/no sooner Than 65 days from Certification)

The following dates are based on the Public Hearing to Tentatively Adopt Budget and Proposed Millage Rated taking place on September 5, 2013.

September 13, 2013	Advertise Intent to Adopt a Millage Rate & Final Budget (200.065[4d] F.S.)
September 16, 2013	Public Hearing to be scheduled on Final Budget & Adopt a Millage Rate by Resolution or Ordinance (200.065[4d(3)] F.S.].
September 20, 2013	Board to forward Resolution or Ordinance adopting Final Millage to Property Appraiser, Tax Collector and Department of Revenue.
October 16, 2013	Certified Compliance to the Department of Revenue.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 21, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Jessica Welch, Director, Communication & Public Services
Subject:	Request Board Approval to Schedule and Advertise a Public Hearing to Consider Adopting an Ordinance Amending the Historic Preservation Ordinance Relating to the Composition of Committee Members

Statement of Issue:
This agenda item requests Boards approval to schedule and advertise a public hearing to consider adopting an Ordinance amending the Historic Preservation Ordinance relating to the composition of committee members.

Background:
On January 21, 2013 the Board adopted Ordinance #13-04 establishing a Historic Preservation Program within Wakulla County. This Ordinance allows the County to safeguard its historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.

Ordinance #13-04 also created the Historic Preservation Committee (Committee) to designate, regulate and administer historical, cultural and architectural resources in the County. The Committee will be responsible for reviewing and making recommendations to the BOCC on matters related to the designation, regulation and administration of historical, cultural and architectural resources in the County.

As written, Ordinance #13-04 requires the Committee to be comprised of seven members from the disciplines of architecture, history, architectural history, planning, prehistoric and history archaeology, folklore, cultural anthropology, curation, conservation, landscape architecture or related disciplines.

To date, staff has been unable to obtain seven interested members to serve on the Committee. In order to be eligible to participate in the Certified Local Government Program, the Committee must

have a minimum of five members.

Analysis:
On April 18, 2013, staff sent out a notice seeking interested citizens to serve on the Historic Preservation Committee and provided a deadline to submit their interest by May 10th. The notice was placed in the Wakulla News, on the County website, and sent to the County's Interested Parties List.

Staff received two responses by the May 10th deadline; therefore, in an effort to seek additional members, staff reached out to members of the Historical Society and extended the deadline for an additional week. Still, only three additional members submitted interest.

Due to the inability of obtaining the required seven members to serve on the Committee, staff recommends amending Ordinance #13-04 to reduce the number of members from seven to five. This amendment to the Ordinance will allow staff to bring back a resolution to appoint the five interested members so that this Committee can begin business.

Budgetary Impact:
If approval is given to advertise the proposed Ordinance, an advertisement fee of approximately $90.00 will be charged to County for the required publication in The Wakulla News.

Options:
1. Approve to schedule and advertise a public hearing to consider adopting an ordinance amending the Historic Preservation Ordinance relating to composition of Committee members.
2. Do Not Approve to schedule and advertise a public hearing to consider adopting an ordinance amending the Historic Preservation Ordinance relating to composition of Committee members.
3. Board direction.

Recommendation
Option #1

Attachments:
1. Ordinance #13-04
2. Proposed Ordinance

ORDINANCE NO. 13-04

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, ESTABLISHING A HISTORIC PRESERVATION PROGRAM; CREATING A HISTORIC PRESERVATION COMMITTEE; CREATING A LOCAL REGISTER OF HISTORIC PLACES; ESTABLISHING CRITERIA AND PROCEDURES FOR DESIGNATION OF HISTORIC SITES, STRUCTURES, AND DISTRICTS; REGULATING CONSTRUCTION, RECONSTRUCTION, ALTERATION AND DEMOLITION OF HISTORIC SITES AND STRUCTURES; IMPLEMENTING INTERIM CONTROL MEASURES; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, within Wakulla County (the "County") there are sites and structures which are reminders of past eras, events and persons important in local, state and national history, or which provide significant examples of architectural styles of the past, or which are unique and irreplaceable assets to the community as a whole, or which provide to present and future generations examples of the physical surroundings of past generations; and

WHEREAS, the recognition, protection, enhancement of such invaluable resources serves a public purpose and is essential to the health, safety, moral, economic, educational, cultural and general welfare of the public; and

WHEREAS, preservation efforts in other areas of the State have resulted in the enhancement of property values, the stabilization of neighborhoods, the increase of economic benefits to the citizens, the promotion of local interest, the enrichment of human life in its educational and cultural dimensions, and the fostering of civic pride in the beauty and noble accomplishments of the past; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the county and its citizens to establish a historic preservation program.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Wakulla County, Florida, that:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. PURPOSE AND INTENT.

(A) It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of Improvements or sites of special character or special architectural, archeological or historic interest or value is a public necessity and is required in the interest of the health, morals, economic, educational, aesthetic, cultural and general welfare of the public.

(B) The purpose of this Ordinance is to:

(1) Effect and accomplish the protection, enhancement, and preservation of such Improvements, sites and districts and sites which represent or reflect elements of the County's cultural, social, economic, political and architectural history;

(2) Safeguard the County's historic, prehistoric and cultural heritage, as embodied and reflected in such Historic Structures, sites and districts;

(3) Stabilize and improve property values, and enhance the visual and aesthetic character of the County; and

(4) Protect and enhance the County's attractions to residents, tourists and visitors, and serve as a support and stimulus to business and industry.

SECTION 3. DEFINITIONS. Any definition set forth in 36 C.F.R. Part 60 shall be included in the definition for such term and shall control to the extent there is a conflict of meaning, or as an additional definition, if such term is not otherwise defined:

"Certificate of Appropriateness" means the certificate issued by the Historic Preservation Committee approving alteration, rehabilitation, construction, reconstruction or demolition of a Historic Structure, Historic Site or any Improvement in a Historic District.

"Committee" means the Historic Preservation Committee created under this Ordinance.

"Historic District" is an area designated by the Board of County Commissioners upon recommendation of the Committee, which contains two or more historic Improvements or sites.

"Historic Site" means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a Historic Site under this section, or an Improvement parcel, or part thereof, on which is situated a Historic Structure and any abutting Improvement parcel, or part thereof, used as and constituting part of the premises on which the Historic Structure is situated.

"Historic Structure" means any Improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the county, state or nation and which has been designated as a Historic Structure pursuant to the provisions of this Ordinance.

"Improvement" means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part, of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

SECTION 4. HISTORIC PRESERVATION COMMITTEE.

(A) **Creation.** There is hereby created a historic preservation Committee. The Committee is hereby vested with the power, authority and jurisdiction to review and make recommendations to the Board of County Commissioners on matters related to the designation, regulation and administration of historical, cultural and architectural resources in the county, as prescribed by this Ordinance, under the direct jurisdiction and control of the Board of County Commissioners.

(B) **Composition and Term.** The Committee shall consist of seven (7) members appointed by the Board of County Commissioners for staggered terms of four (4) years. Each Committee member shall serve only so long as he/she is a resident of the county. Appointments shall be made on the basis of a potential member's civic pride, involvement in community issues, integrity, experience and interest in the field of historic preservation. To the extent available in the community, the Board shall appoint professional members from the disciplines of architecture, history, architectural history, planning, prehistoric and history archaeology, folklore, cultural anthropology, curation, conservation, landscape architecture or related disciplines. Lay persons who have demonstrated special interest, experience, or knowledge in history, architecture, or related disciplines shall make up the balance of the Committee.

(C) **Vacancies.** Vacancies, including expired terms, shall be filled within sixty (60) calendar days by the Board of County Commissioners. An extension of up to an additional sixty (60) calendar days shall be granted by the State Historic Preservation Officer upon receipt of a written request from the Board for such extension.

(D) **Meetings.** Committee meetings shall be publicly noticed, open to the public and held as often as necessary, but no less than four (4) meetings shall be held each year and minutes of each meeting shall be kept. The Committee shall adopt Rules of Procedures for use in all transactions involving the public.

(E) **Duties.** The Committee shall review and recommend designation of Historic Structures, Historic Sites and Historic Districts within the county limits. Such recommendations shall be made based on the criteria set forth in this Ordinance. Once designated by the Board of County Commissioners, such Historic Structures, sites and districts shall be subject to all the provisions of this Ordinance.

SECTION 5. LOCAL REGISTER OF HISTORIC PLACES. A local register of historic places is hereby created as a means of identifying and classifying various sites, buildings, structures or districts as historic and/or architecturally significant. The local register shall be compatible with the Florida Master Site File to ensure that the data produced can be integrated into the statewide comprehensive historic preservation planning process, and should include at a minimum a completed Florida Master Site File form with an assigned Florida Master

Site File number. The local register shall be made available to the public through the County's website.

SECTION 6. HISTORIC SITE, STRUCTURE AND DISTRICT DESIGNATION CRITERIA.

(A) For purposes of this Ordinance, a Historic Structure, Historic Site, or Historic District designation may be placed on any site, natural or improved, including any building, Improvement or structure located thereon, or any area of particular historic, architectural, archeological or cultural significance to the county such as Historic Structures, Historic Sites, or Historic Districts which:

(1) Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or

(2) Are identified with historic personages or with important events in national, state or local history; or

(3) Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or

(4) Are representative of the notable work of a master builder, designer or architect who influenced his age; or

(5) Have yielded, or may be likely to yield, information important to prehistory or history.

(B) The Committee shall recommend, for approval by the Board of County Commissioners, specific operating guidelines for Historic Structure, Historic Site and Historic District designation providing such are in conformance with the provisions of this Ordinance.

SECTION 7. HISTORIC SITE, STRUCTURE AND DISTRICT DESIGNATION PROCEDURES.

(A) **Eligible Applicants**. Applications for historic designation may be initiated by only the following:

(1) Property owner(s) of the affected property.

(2) The Historic Preservation Committee and the Board of County Commissioners, but only upon consent of the property owner.

(3) A majority of property owners within a proposed Historic District under consideration for designation, but only for those properties where the property owners have consented.

(B) **Committee Agenda.** Following staff determination that an application for designation is complete; the application shall be scheduled for a public hearing by the Committee.

(C) **Designation of Historic Structures and Historic Sites.**

(1) **Review and Adoption Procedure.**

(a) **Historic Preservation Committee**. The Committee may, after notice and public hearing, recommend certain properties be designated as Historic Structures or Historic Sites. At least ten (10) days prior to such hearing, the Committee shall notify the owners of record, as listed in the office of the Property Appraiser, who are owners of property in whole or in part within two hundred (200) feet of the boundaries of the property affected. Following the public hearing, the Committee shall vote to recommend approval or denial of the proposed designation by the Board of County Commissioners.

(b) **Board of County Commissioners.** Within forty five (45) days of receiving the Committee's recommendation, the Board of County Commissioners shall hold a public hearing, notice to be given as noted in subparagraph a. above and shall following the public hearing either approve or deny the designation of the Historic Structure or Historic Site.

(2) **Appeal.** Any person aggrieved by a decision rendered by the Board of County Commissioners may appeal the decision to Circuit Court within thirty (30) days from the date a written decision by the Board of County Commissioners is rendered.

(D) **Creation of Historic District.**

(1) **Historic Preservation Plan.** Along with a complete application supported by a majority of property owners within a proposed Historic District, the property owners shall prepare a historic preservation plan for the proposed District. Each historic preservation plan shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, a statement of preservation objectives and an exemption for those property owners within the proposed Historic District that are opposed to such designation.

(2) **Review and Adoption Procedure.**

(a) **Historic Preservation Committee**. The Committee may, after notice and public hearing, recommend select geographically defined areas within the county be designated as Historic Districts. At least ten (10) days prior to such hearing, the Committee shall notify the owners of record, as listed in the office of the Property Appraiser, who are owners of the property within the proposed Historic District or are situated in whole or in part within two hundred (200) feet of the boundaries of the proposed Historic District. Following the public hearing, the Committee shall vote to recommend approval or denial of the proposed designation by the Board of County Commissioners.

(b) **Board of County Commissioners.** Within forty five (45) days of receiving the Committee's recommendation, the Board of County Commissioners shall hold a public hearing, notice to be given as noted in subparagraph a. above and shall following the public hearing either designate or reject the Historic District. Designation of the Historic District shall constitute adoption of the plan prepared for that District and direct the implementation of said plan.

(3) **Appeal.** Any person aggrieved by a decision rendered by the Board of County Commissioners may appeal the decision to Circuit Court within thirty (30) days from the date a written decision by the Board of County Commissioners is rendered.

SECTION 8. REGULATION OF CONSTRUCTION, RECONSTRUCTION, ALTERATION AND DEMOLITION OF HISTORIC SITES OR STRUCTURES.

(A) No owner or person in charge of a Historic Structure, Historic Site or structure within a Historic District shall reconstruct, alter or demolish all or any part of the exterior of such property or construct any Improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a Certificate of Appropriateness has been granted by the Historic Preservation Committee. Additionally, unless such certificate has been granted by the Committee, the building inspector shall not issue a permit for any such work.

(B) Upon filing of any application for a Certificate of Appropriateness with the Committee, the Committee shall approve the application unless:

(1) In the case of a designated Historic Structure or Historic Site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the Improvement or site upon which said work is to be done;

(2) In the case of the construction of a new Improvement upon a Historic Site, or within a Historic District, the exterior of such Improvement would adversely affect or not harmonize with the external appearance of other neighboring Improvements on such site or within the district;

(3) In the case of any property located in a Historic District, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this section and to the objectives and design criteria of the historic preservation plan for said district;

(4) The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the county and state; or

(5) In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.

(C) If the Committee determines that the application for a Certificate of Appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the Certificate of Appropriateness. The Committee shall make this decision within forty-five (45) days of the filing of the application.

(D) The issuance of a Certificate of Appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the County. A building permit or other development permit shall be invalid if it is obtained without the presentation of the Certificate of Appropriateness required for the proposed work.

(E) Ordinary maintenance and repairs may be undertaken without a Certificate of Appropriateness provided that the work involves repairs to existing features of a Historic Structure or Historic Site or the replacement of elements of a structure with pieces identical in appearance and provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.

(F) Should the Committee fail to issue a Certificate of Appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the Board of County Commissioners within thirty (30) days. In addition, if the Committee fails to issue a Certificate of Appropriateness, the Committee shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a Certificate of Appropriateness within the guidelines of this ordinance.

(G) At such time as a Historic Structure, site or district has been properly designated, the County, in cooperation with the property owner, may cause to be prepared and erected on such property at the county's expense, a suitable plaque declaring that such property is a Historic Structure, site or district.

SECTION 9. INTERIM CONTROLS. No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a nominated Historic Structure, Historic Site, or any property or structure within a nominated Historic District from the date of the meeting of the Committee at which a nomination form is first presented until the

final disposition of the nomination by the Board of County Commissioners unless such alteration, removal or demolition is authorized by formal resolution of the Board of County Commissioners as necessary for public health, welfare or safety. In no event shall the delay be for more than one hundred eighty (180) days.

SECTION 10. PENALTIES FOR VIOLATION. Any person or persons violating any provision of this ordinance shall be fined up to two hundred and fifty dollars ($250) for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector or code enforcement officer and processed through pursuant to Chapter 8 of the Wakulla County Code of Ordinances.

SECTION 11. CODIFICATION IN THE CODE OF ORDINANCES. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wakulla County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

SECTION 12. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 13. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall be effective upon filing with the Department of State.

DONE AND ADOPTED in Wakulla County, Florida, by a vote of 5 to 0 this 22 day of January, 2013.

ATTEST:

BRENT X. THURMOND, Ex Officio
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

Randy Merritt, Chairman

APPROVED AS TO FORM:

Heather Encinosa, Esq.
County Attorney

ORDINANCE NO._____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AMENDING WAKULLA COUNTY ORDINANCE NO. 13-4 RELATED TO THE HISTORIC PRESERVATION PROGRAM AND THE WAKULLA COUNTY HISTORIC PRESERVATION COMMITTEE; AMENDING THE COMPOSITION OF THE HISTORIC PRESERVATION COMMITTEE; PROVIDING FOR CODIFICATION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 22, 2013, the Board of County Commissioners of Wakulla County, Florida ("Board") adopted Ordinance No. 13-4 establishing a Historic Preservation Program and creating a Historic Preservation Committee ("Committee") to review and make recommendations to the Board on matters related to the designation, regulation and administration of historical, cultural and architectural resources in the county; and

WHEREAS, Ordinance No. 13-4 requires the Committee to be comprised of seven (7) members from specified disciplines; and

WHEREAS, the County has been unable to find seven qualified members interested in serving on the Committee; and

WHEREAS, in order to be eligible to participate in the Certified Local Government program the Committee must have a minimum of five (5) members; and

WHEREAS, the Board has determined that it is necessary to amend Ordinance No. 13-4 to decrease the required number of Committee members from seven (7) to five (5).

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Wakulla County, Florida, that:

ARTICLE 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2. AMENDMENT OF SECTION 4 OF WAKULLA COUNTY ORDINANCE NO. 13-4. The Board hereby amends Section 4 of Ordinance No. 13-4, as follows:

(~~stricken~~ words indicate deletions, <u>underlined</u> words indicate additions)

SECTION 4. HISTORIC PRESERVATION COMMITTEE.

(B) Composition and Term. The Committee shall consist of ~~seven (7)~~ <u>five (5)</u> members appointed by the Board of County Commissioners for staggered terms of four (4) years. Each Committee member shall serve only so long as he/she is a resident of the county. Appointments shall be made on the basis of a potential member's civic pride, involvement in community issues, integrity, experience and interest in the field of historic preservation. To the extent available in the community, the Board shall appoint professional members from the disciplines of architecture, history, architectural history, planning, prehistoric and history archaeology, folklore, cultural anthropology, curation, conservation, landscape architecture or related disciplines. Lay persons who have demonstrated special interest, experience, or knowledge in history, architecture, or related disciplines shall make up the balance of the Committee.

ARTICLE 3. EFFECT. The remaining provisions of Ordinance No. 13-4 shall remain in full force and effect.

ARTICLE 4. CODIFICATION IN THE CODE OF ORDINANCES. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wakulla County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

ARTICLE 5. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

ARTICLE 6. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall be effective upon filing with the Department of State.

DONE AND ADOPTED in Wakulla County, Florida, by a vote of _____ to ____ this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

_____
RANDY MERRITT, Chairman

ATTEST:

_____
BRENT X. THURMOND, Ex Officio
Clerk to the Board

APPROVED AS TO FORM:

_____
Heather Encinosa, Esq.
County Attorney

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 1, 2013
To:	Honorable Chairman and Members of the Board
From:	Keith Blackmar, CTST Chairman
Subject:	Request Board Approval of Letters of Support to FDOT for Sidewalk Funding in Panacea and Crawfordville

Statement of Issue:
This agenda item requests Board approval of two letters of support to the Florida Department of Transportation (FDOT) for funding of two sidewalk safety projects in Panacea and Crawfordville

Background:
The Community Traffic Safety Team (CTST) has developed the following two citizen safety projects for FDOT funding:

- Panacea Project – Otter Lake Road and U.S. Highway 98 in an easterly and westerly direction on the highway to give citizen's safer access around their community.
- Crawfordville Project - will begin at the Wakulla County Senior Citizen Center and follow a route on Oak Street to Wakulla Arran Road to U.S. Highway 319 to allow safer access to citizens in Crawfordville. The project also includes improvements to the U.S. Highway 319 and Wakulla Arran Road crosswalk zone to allow a vision impaired citizen safely access the crosswalks that cross the highway to conduct business.

Analysis:
This item seeks the Boards approval of two letters of support to FDOT for the Panacea and Crawfordville sidewalks projects in an effort to provide Wakulla County a better chance at being successfully funded. In addition, executing these letters will show the Boards support to provide the citizens with safe walking access. Other letters of support have been written by Sheriff Charlie Creel and CTST Chairman Keith Blackmar.

If FDOT funds these projects, pedestrians will benefit as well as citizens on motorized wheelchairs and bicycles whose safety and well-being are at stake.

Budgetary Impact:

No County funds will be expended. The CTST is a volunteer safety organization that meets once a month except July and December to provide input on how Wakulla County roads can become safer for our citizens.

Options:

1. Approve the Two Letters of Support to FDOT for Sidewalk Funding in Panacea and Crawfordville.
2. Do not approve the Two Letters of Support to FDOT for Sidewalk Funding in Panacea and Crawfordville.
3. Board Direction.

Recommendation:

Option #1

Attachment(s):

1. Letter of Support for Crawfordville Sidewalk Project
2. Letter of Support for Panacea Sidewalk Project

WAKULLA
COUNTY

BOARD OF
COUNTY COMMISSIONERS

Randy Merritt
Chairman, District 2

Richard Harden
Vice Chairman, District 5

Ralph Thomas
District 1

Howard Kessler, M.D.
District 3

Jerry Moore
District 4

J. David Edwards
County Administrator

Heather J. Encinosa
County Attorney
(850) 224-4070

Administration Office
Post Office Box 1263
Crawfordville, FL 32326
(850) 926-0919
(850) 926-0940 FAX

July 15, 2013

Dear Sir or Madam,

My name is Randy Merritt and I am the Wakulla County Commissioner for District 2 as well as Chairman of the Board of County Commissioners. I also serve as a member of the Wakulla County Community Traffic Safety Team (CTST). I am writing this letter on behalf of the Board of County Commissioners as a way to support the safety of our citizens in Wakulla County.

The Wakulla CTST has selected the Crawfordville sidewalk project as a top priority for our organization to support, get funded and construct. The sidewalks we are proposing would begin at the Wakulla County Senior Citizens Center and travel along a route from Oak Street in Crawfordville to Wakulla Arran Road and stop at the intersection of Wakulla Arran Road and U.S. Highway 319.

While this sidewalk project will be a mile or less in length it is critically important to Crawfordville citizens who use the Senior Center and go to the stores on U.S. Highway 319 either on foot or on motorized chairs. It is equally important for the safety of Crawfordville residents who attempt to get around their community safely on U.S. Highway 319.

We even have a resident of the senior housing complex next to the Senior Center who walks to the highway visually impaired using his white cane. As an organization whose major purpose is safety for the public, we are committed to giving the individuals who live in and around the senior citizens complex safe walking access.

I am also a member of the Capital Region Transportation Planning Agency (CRTPA) Board where I serve as vice chairman. I understand and feel strongly about the importance of protecting the safety of our citizens. This is why I am also serving a second term as a member of the Wakulla County CTST.

Thank you for your consideration of this matter.

Sincerely,

_____

Randy Merritt, Chairman

WAKULLA
COUNTY

BOARD OF
COUNTY COMMISSIONERS

Randy Merritt
Chairman, District 2

Richard Harden
Vice Chairman, District 5

Ralph Thomas
District 1

Howard Kessler, M.D.
District 3

Jerry Moore
District 4

J. David Edwards
County Administrator

Heather J. Encinosa
County Attorney
(850) 224-4070

July 15, 2013

Dear Sir or Madam,

My name is Randy Merritt and I am the Wakulla County Commissioner for District 2 and Chairman of the Board of County Commissioners. I also serve as a member of the Wakulla County Community Traffic Safety Team (CTST). I am writing this letter on behalf of the Board of County Commissioners as a way to support the safety of our citizens in Wakulla County.

The Wakulla CTST has selected the Panacea sidewalk project as a top priority for our organization to support, get funded and construct. The sidewalk we are proposing would begin at Otter Lake Road and continue on U.S. Highway 98 in an easterly and westerly direction.

While this sidewalk project will be a mile or less in length it is critically important to Panacea citizens who use the side of the roads to get to their destination. Pedestrians and motorized wheelchairs pose a serious danger to themselves and motorists on U.S. Highway 98 when they attempt to get around in their community. Many of these citizens must travel along the busy highway to conduct business within Panacea.

We are committed to giving the individuals who live in and around the Panacea community safe walking access.

I am also a member of the Capital Region Transportation Planning Agency (CRTPA) board where I serve as vice chairman. I understand and feel strongly about the importance of protecting the safety of our citizens. This is why I am also serving a second term as a member of the Wakulla County CTST.

Thank you for your consideration of this matter.

Sincerely,

_____
Randy Merritt, Chairman

Administration Office
Post Office Box 1263
Crawfordville, FL 32326
(850) 926-0919
(850) 926-0940 FAX

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 9, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Sheree T. Keeler, Intergovernmental Affairs Director
Subject:	Request Board Approval of the Florida Department of Environmental Protection (DEP) Funding Cap Transition Agreement for the Petroleum Clean-up of the Previous County Sheriff's Office Site

Statement of Issue:
This agenda items requests Board approval to accept the DEP Funding Cap Transition Agreement for the Petroleum Clean-up of the previous County Sheriff's Office site, which is currently the site of the Wakulla County Commission Chambers.

Background:
A single 1000 gallon UST tank container and dispenser was installed in 1980 for dispensing unleaded fuel when the Sheriff's Office was located in what is now site of the Wakulla County Commission Chambers. On or about April 1991, fuel was no longer dispensed from this location and a formal tank closure and removal was performed on January 24, 1992, at which time petroleum contamination was identified. An investigation into the limits of the contamination was initiated in 2005, under the supervision of the DEP Petroleum Cleanup Program. Monitoring and reporting of this site has been ongoing since the contamination was discovered with $400,000 in assistance from DEP.

Jim Stidham and Associates, Inc. (JSA), the firm specializing in petroleum cleanups and handling the project for the County, completed the Site Assessment and Report, which determined the scale and magnitude of soil and groundwater contaminants on May 26, 2011. The assessment activity identified that petroleum compounds (*non-carcinogen but can create possible taste and order issues for drinking water*) have migrated into the underlying limestone aquifer. The direction of the contaminate movement is influenced by a local potable supply well operated by Sopchoppy Water Systems. The presence of the well, and its potential influence, has been understood since the initiation of the investigation. Careful assessment of both the aquifer and the supply well has delineated the extent of the contaminants with particular respect to the well's proximity. At this point in time the level and leaching of the contamination has reached the stage in which DEP mandates site cleanup.

To address the site cleanup, JSA developed a preliminary engineering design of Remedial Action Planning, submitted to DEP January 16, 2012. This plan, prepared with guidance from DEP, incorporated a multi-phase approach to treat shallow groundwater, the limestone aquifer, and the migrating edge of the groundwater plume to aggressively diminish the threat of contaminants reaching the well head and continued movement off of the source property. An initial bid for construction costs identified that this approach encumbered a level of financial obligation beyond the County's budget.

In May 2012, JSA responded to DEP with a request for identifying alternative State or Federal funds for assisting Wakulla County with the cleanup. In November 2012, DEP indicated that there were no current funding mechanisms available and that only $69,021.55 remained of the $400,000, which was used for studies, reports and monitoring over the last several years. As a result, Wakulla County staff and personnel from JSA met in the spring of 2013 to revise the engineering design to meet the standards of the State mandated cleanup in a more moderate approach for fiscal budgeting. DEP approved the modified Remedial Action Plan in June 2013.

DEP has notified Wakulla County that the next work order is approved but the release of the remaining funds is contingent upon the County entering into an Agreement (Attachment 1) which states that the County is aware that state funding will be exhausted in this work order and, that future work efforts, operational costs, and monitoring will be the sole responsibility of the County. DEP has also committed to provide some of the much needed equipment in an effort to relieve some of the financial burden to the County.

Analysis:

Pursuant to Chapter 62-780, Florida Administrative Code (FAC), the responsible party is liable for the cleanup and associated cost. Responsible parties are encouraged to clean up contaminated sites on a voluntary basis; however, if not they may be subject to enforcement actions. Wakulla County voluntary began pursuing the cleanup upon DEP notification.

Therefore, staff is requesting Boards approval to accept the DEP Funding Cap Transition Agreement which will release the remaining $69,021.55 funds and the work order so that the cleanup can commence as soon as possible.

Budgetary Impact:

The approximate cost to the County for this project is estimated to be $262,325 over a two year period beginning October 1, 2013 and is also included in the County's proposed FY 2013-14 budget request.

Year One (FY 2013-14) Start Up, Monitoring and Reporting Estimated Cost: $168,325

Remedial System Construction – AS/SVE Only – Source area Shallow Zone

- Construction $138,325

- Startup Sampling $ 5,000
- DEP Funding ($ 69,021)
  $ 74,325

Operation, Maintenance and Monitoring: $94,000

- Monthly Power, Telemetry
- Monthly O&M Visit, Air Sampling
- Quarterly GW monitoring
- Quarterly O&M Report
- Annual Comprehensive Monitoring and Report

Year 2 (FY 2014-15) Operations, Maintenance and Monitoring: $ 94,000

- Monthly O&M Visit, Air Sampling
- Quarterly GW monitoring
- Quarterly O&M Report
- Annual Comprehensive Monitoring and Report

Options:

1. Approve the DEP Funding Cap Agreement for Petroleum Cleanup at the Old WCSO site currently the Commission Chambers.
2. Do not approve DEP Funding Cap Agreement for Petroleum Cleanup at the Old WCSO site currently the Commission Chambers.
3. Board direction.

Attachment(s):

1. DEP Funding Cap Agreement

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

WAKULLA COUNTY BD OF COUNTY COMMISSIONERS
ADMINISTRATION OFFICE
2013 JUN 20 PM 3:02

June 13, 2013

Wakulla County Board of County Commissioners
ATTN: David Edwards
3093 Crawfordville Hwy
Crawfordville, FL 32327

Subject: Notification of Imminent State Funding Limit for Preapproved Petroleum Contamination Cleanup
Wakulla County Sheriff's Department
29 Arran Road
Crawfordville, Wakulla County
FDEP Facility ID# 658731630
Discharge Date: January 24, 1992 (PCPP)
Discharge Score: 76

Dear Mr. Edwards:

This letter is to inform you that the petroleum cleanup funding cap for the site referenced above will soon be reached. Approximately $330,978.45 of the maximum $400,000.00 available has already been spent or encumbered on this site to date with $69,021.55 remaining. Once this balance is expended, the responsible party is required to continue cleanup at their own expense in accordance with Chapter 62-780, F.A.C.

To facilitate the transition from State funded to voluntary cleanup and the efficient utilization of the limited funds remaining, an optional Funding Cap Transition Agreement has been created (copy attached) that will apply only to the final Work Order in which State funds will be encumbered. This agreement can be used to create a final Work Order for a specific and useful deliverable or end point using a combination of State and responsible party funds that may not be possible with State funding alone. Upon completion of the final Work Order, if further cleanup is required, the BPSS or Local Program Site Manager will continue to oversee voluntary cleanup activities and technical reports.

The Department requests that you provide a written response within 45 days from the date of this notice indicating your intention to proceed with cleanup on a voluntary basis in accordance with Chapter 62-770, F.A.C., and whether you have an interest in the optional funding cap transition agreement. If you cannot or will not continue cleanup at your own expense on a voluntary basis, this site may be subject to enforcement action by the District Office to compel cleanup.

If you should have any questions, please contact me at (850) 245-8908 or at the letterhead address, Mail Station 4530.

Sincerely,

Jonathan Lara
Environmental Specialist III
Petroleum Cleanup Section 3
Bureau of Petroleum Storage Systems
Jonathan.Lara@dep.state.fl.us

ec: Mr. Scott Sigler, P.G., Jim Stidham & Associates, Inc.– ssigler@jsna.com
File

FUNDING CAP TRANSITION AGREEMENT

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "the FDEP"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida, and Wakulla County Board of Commissioners (hereinafter "the Responsible Party" [RP]) whose address is 3093 Crawfordville Hwy, Crawfordville, FL 32327, for the eligible petroleum discharge at Wakulla County Sheriff's Department, located at 29 Arran Road, Crawfordville, Wakulla County, Florida, FDEP Facility Number 658731630
Eligible Discharge Date(s): January 24, 1992

WHEREAS, it is desirable for the RP and the FDEP (hereinafter "the Parties") to address the cleanup of the discharge that has occurred at the above referenced facility. This discharge has been determined to be eligible for cleanup funding in accordance with the Petroleum Cleanup Participation Program (PCPP), Subsection 376.3071(13), Florida Statutes (F.S.).

WHEREAS the cost of the cleanup work expended on the eligible discharge is near the State funding cap.

WHEREAS, it is appropriate for the cleanup to continue and for the activities outlined in Exhibit A (hereinafter "Work Order") to be completed in accordance with Chapter 62-780, Florida Administrative Code (F.A.C.), and procedures established by the FDEP for the Petroleum Cleanup Preapproval Program (hereinafter "Preapproval Program") in accordance with Sections 376.3071 and 376.30711, F.S.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties do hereby agree to the below provisions, covenants and representations.

GENERAL PROVISIONS

The Parties acknowledge the funding limitations as set forth for the PCPP discharge in accordance with Subsection 376.3071(13)(b), F.S. The PCPP funding cap for this discharge has been established at $400,000.00. At no time will the FDEP be obligated to pay for any amount that exceeds this funding cap amount to clean up this discharge.

The Parties understand that there may be limited changes to the scope of work outlined in the attached Work Order (Exhibit A). Any change that: (a) does not increase or decrease the amounts specified herein may be made unilaterally by the FDEP and will not require the RP's consent, (b) increases the amounts specified herein may only be made with the RP's prior written consent and the RP will be responsible for the payment of these additional costs to the Preapproval Contractor (hereinafter "the Contractor"), or (c) decreases the amounts specified herein may be made unilaterally by the FDEP and will not require the RP's consent. However, if there is a net decrease in the FDEP specified amount, the FDEP may elect to negotiate with the Contractor for additional work that will not exceed the specified amounts stated herein.

COVENANTS AND REPRESENTATION OF THE FDEP

Based upon provisions herein, the FDEP's specified amount for inclusion in the attached Work Order will be $69,021.55. At no time will the FDEP be responsible to pay the Contractor more than this specified amount.

The FDEP will review and approve all reports submitted by the Contractor in accordance with the terms of the attached Work Order, the provisions of the Preapproval Program, and Chapter 62-780, F.A.C.

In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. As of the date of the execution of this Agreement by the FDEP the Legislature has appropriated the necessary funding.

COVENANTS AND REPRESENTATION OF THE RP

Based upon provisions herein, the RP's specified amount for inclusion in the attached Work Order (excluding any amount payable directly to the FDEP for state-owned remediation equipment acquisition and ownership transfer) will be $69,021.55. The RP, based upon other provisions herein, may be responsible to pay the Contractor for additional work above this specified amount.

The RP agrees to pay the Contractor within 30 days of receipt of an invoice that is accompanied by a written approval by the FDEP for the event or activity completed. The FDEP may request proof of such payment to the Contractor that indicates the amount and date of payment.

The RP acknowledges that after completion of the attached Work Order, the RP or other responsible party is responsible for completing the remediation of the discharge in accordance with Chapter 62-780, F.A.C. Failure to adhere to the requirements and time frames in Chapter 62-780, F.A.C., may result in the imposition of civil penalties up to $10,000.00 per day per violation pursuant to Sections 376.302 and 403.141, F.S.

The Parties mutually agree that any State-owned remediation equipment existing at the cleanup site or included in Exhibit A, if applicable, shall be transferred to the RP in accordance with Exhibit B. If applicable, the RP's specified amount for direct payment to the FDEP for the acquisition/transfer of ownership of the remediation equipment outlined in Exhibit B will be $0.00.

OTHER PROVISIONS

In accordance with Subsection 376.30711(6), F.S., it is unlawful for the RP to receive any remuneration, in cash or in kind, from the Contractor for any work associated with the attached Work Order. Furthermore, the RP is prohibited from entering into any agreement with the Contractor that would reduce the RP's cost commitment as stated herein.

It is agreed that this Agreement will be effective upon execution of the Agreement by the Parties and shall automatically terminate, except for a responsible party's continuing obligation to complete the remediation pursuant to Chapter 62-780, F.A.C., when all invoiced costs associated with the attached Work Order have been paid.

It is understood that this Agreement states the entire agreement and understanding between the Parties, and that the Parties are not bound by any stipulation, representations, agreements or promises, oral or otherwise, not printed in or attached to this Agreement; each exhibit or attachment must be initialed by the Parties. This Agreement does not modify or supersede any other FDEP order, agreement, consent order, or contract regarding the above referenced Facility or discharge. It is acknowledged that upon termination of this Agreement the FDEP is under no obligation to issue a new Work Order to the

Contractor, continue the remediation, or issue a Site Rehabilitation Completion Order. Additionally, it is acknowledged that the responsibility for any remediation equipment associated with the discharge will be handled in the manner described in Exhibit B.

CERTIFICATION

It is hereby declared that the undersigned, under penalty of perjury, certify that they have the legal authority to negotiate and execute this Agreement and that they have read and understand all the terms and conditions of this Agreement, including any and all exhibits or attachments to this Agreement.

FOR THE FDEP:	FOR THE RP:
(Print Name)	(Print Name)
(Signature) Chief, BPSS	(Signature)
	(Title)
(Date)	(Date)

Exhibit A

Petroleum Cleanup Preapproval Program Work Order

Work Order # 2013-93-W4514A

NOTICE

ALL PRIME CONTRACTORS, SUBCONTRACTORS AND VENDORS ARE STRONGLY ENCOURAGED TO REVIEW THE TERMS AND CONDITIONS OF THIS CONTRACT

WORK ORDER TERMS & CONDITIONS

1. Certification of Performance

a. The PRIME CONTRACTOR signing this Work Order agrees to be bound by the terms and conditions contained herein.

b. The PRIME CONTRACTOR signing this Work Order agrees to perform the approved scope of work at the approved cost. Any changes to the scope of work or cost must be approved in writing by the Florida Department of Environmental Protection (DEPARTMENT).

c. The PRIME CONTRACTOR agrees that it is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, other services and installations furnished under this Work Order.

d. The PRIME CONTRACTOR represents that its services and installations shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

e. The PRIME CONTRACTOR certifies that it currently meets all of the qualifications for participation in the Petroleum Cleanup Preapproval Program as required by Sections 376.30711(2)(b)-(c), Florida Statutes (F.S.), and any other appropriate Florida laws and as outlined in Section 2.2 of the Preapproval SOP. The PRIME CONTRACTOR further certifies that it will not knowingly permit any of these qualifications to lapse during the duration of this Work Order. The PRIME CONTRACTOR agrees that if any of the qualifications do lapse, it will immediately notify the DEPARTMENT and will suspend the performance of this Work Order until all the qualifications are met.

f. The PRIME CONTRACTOR certifies that it has read, understands and will perform all work in accordance with these terms and conditions, applicable statutes, and any rules and guidance issued by the DEPARTMENT and the standards of performance therein.

2. Additional Terms and Conditions

a. This Work Order is issued to the listed PRIME CONTRACTOR and is not transferable or assignable. However, pursuant to Section 376.30711(5)(a), F.S., invoices submitted pursuant to this Work Order are assignable. Persons wishing to exercise this option should refer to section 6.7.10 of the Preapproval SOP and/or contact the DEPARTMENT for assistance. The PRIME CONTRACTOR or the PRIME CONTRACTOR's in-house services, subsidiaries or affiliates, shall not subcontract, assign, or transfer any work under this Work Order that:

(1) Costs $2,500 or more and is not covered by a Preapproval fixed cost template or maximum compensation schedule without the prior written consent of the DEPARTMENT using the verbal authorization form. No first tier subcontractor or vendor awarded work under this Work Order shall further subcontract, assign, or transfer any work that costs $2,500 or more without the prior written consent of the DEPARTMENT using the verbal authorization form. All requests from first tier subcontractors or vendors to the DEPARTMENT for prior written approval must be made through the PRIME CONTRACTOR. Violations of this provision shall result in forfeiture of payment for the associated work;

Petroleum Cleanup Preapproval Program Work Order

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(2) Costs $2,500 or more and is covered by a Preapproval fixed cost template or maximum compensation schedule without providing prior written notice to the DEPARTMENT before the work is performed. No first tier subcontractor or vendor awarded work under this Work Order shall further subcontract, assign, or transfer any work that costs $2,500 or more without providing prior written notice to the DEPARTMENT before the work is performed. All such notices from first tier subcontractors or vendors to the DEPARTMENT must be made through the PRIME CONTRACTOR. Violations of this provision shall result in forfeiture of payment for the associated work.

b. The PRIME CONTRACTOR shall provide a copy of this Work Order, including the terms and conditions, to each and every subcontractor and vendor regardless of value.

c. The PRIME CONTRACTOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract in accordance with Subsection 287.0585(1) and Subsections 376.30711(5)(d) and (e), F.S., and paragraphs 2. j and 2. l of this agreement. It is understood and agreed by the PRIME CONTACTOR that the DEPARTMENT shall not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the subcontract and that the PRIME CONTRACTOR shall be solely liable to the subcontractor or vendor for all expenses and liabilities incurred under the subcontract.

d. The issuance of this Work Order does not constitute an approval, certification, or endorsement of the PRIME CONTRACTOR by the DEPARTMENT. The DEPARTMENT hereby gives its written consent to use the subcontractors and vendors designated in the proposal for the work as designated in the proposal.

e. The issuance of this Work Order does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This Work Order is not a waiver of, or approval of, any other DEPARTMENT permit or approval that may be required for other aspects of the total project which are not addressed in this Work Order.

f. This Work Order does not relieve the PRIME CONTRACTOR from liability for harm or injury to human health or welfare, animal or plant life, or property, caused by its activities or from penalties therefore; nor does it allow the PRIME CONTRACTOR to cause or contribute to pollution in contravention of Florida Statutes and DEPARTMENT rules.

g. All documents, reports correspondence, invoices, billings and any other written or electronic records related to this Work Order are considered to be public records. The DEPARTMENT may unilaterally cancel this Work Order, remove the PRIME CONTRACTOR as the designated cleanup contractor for the subject site, or cancel the PRIME CONTRACTOR's participation in the Preapproval Program for failure of the PRIME CONTRACTOR to maintain such public records and allow unrestricted access to such public records as specified by Chapter 119, F.S.

h. The PRIME CONTRACTOR, by accepting this Work Order, specifically agrees to allow authorized DEPARTMENT personnel, and personnel of a contracted Local Program or Team, to observe and inspect the work being performed under this Work Order, including:

(1) Access to any public records that must be kept under conditions of the Work Order;

(2) Inspection of the facility, equipment, practices, or operations required under this Work Order; and

(3) Sampling or monitoring of any substances or parameters at any location reasonable or necessary to assure compliance with this Work Order or DEPARTMENT rules.

i. The PRIME CONTRACTOR agrees that this Work Order is subject to the applicable provisions of Section 287.058, F.S., Section 287.0582, F.S., Section 287.0585, and Subsection 376.30711(5), F.S..

Petroleum Cleanup Preapproval Program Work Order

Work Order # 2013-93-W4514A

j. Pursuant to Subsection 287.0585(1) and Subsection 376.30711(5), F.S., the PRIME CONTRACTOR, or persons to which the PRIME CONTRACTOR has assigned its right to payment, is responsible for prompt payment of all subcontractors and vendors under this Work Order within 7 working days from the date of receipt of payment from the DEPARTMENT, and the provisions of Subsection 287.0585(2), F.S., do not apply. If the PRIME CONTRACTOR receives less than full payment from the DEPARTMENT for the services or goods of the subcontractors or vendors, then the PRIME CONTRACTOR shall be required to disburse only the funds to the subcontractors and vendors in the same proportion as paid by the DEPARTMENT.

k. In accordance with Section 287.0585, F.S., the DEPARTMENT is not responsible for ensuring that the PRIME CONTRACTOR provides payment to all subcontractors and vendors. Section 287.0585, F.S., authorizes the Department of Legal Affairs (DLA) in the Attorney General's Office to provide legal assistance to subcontractors and vendors in proceedings brought against Contractors for non-compliance with the prompt payment provisions of that section, as well as the payment of penalties and restitution for attorney's fees and related expenses of the aggrieved party or the DLA.

l. For final invoices, all subcontractors and vendors must be paid by the PRIME CONTRACTOR prior to submittal of the final invoice for this Work Order for all of their costs included in all of the PRIME CONTRACTOR's invoices submitted for this Work Order prior to the final invoice in proportion to the amount approved for payment by the DEPARTMENT. The PRIME CONTRACTOR shall also be required to submit a properly completed Contractor Release of Claim Form stating that it acknowledges these requirements, that prompt payment of all subcontractors and vendors for all of their costs included in the final invoice is required as outlined in paragraph 2. j. above, that penalties for non-compliance and provisions for legal assistance from the Department of Legal Affairs are included in Subsection 287.0585(1), F.S. , that the work was completed in accordance with this Work Order, and that upon receipt of the final payment it releases the property owner and the DEPARTMENT from any claims arising from this Work Order.

m. If this Work Order has been issued pursuant to a Preapproved Advanced Cleanup (PAC) or Petroleum Cleanup Participation Program (PCPP) contract, then the termination of that contract may result in the immediate termination of this Work Order.

n. The State of Florida's performance and obligation to pay for services under this Work Order is contingent upon appropriations by the Legislature in effect at the time of execution. Authorization for continuation and completion of this Work Order and payment associated therewith may be rescinded with proper notice at the discretion of the DEPARTMENT if Legislative appropriations are reduced.

o. In accordance with Subsection 376.30711(5)(b), F.S., the PRIME CONTRACTOR shall submit invoices to the DEPARTMENT within 30 days after the date of the DEPARTMENT's written acceptance of each interim deliverable and written approval of the final deliverable specified in the Work Order. It is understood and agreed by the PRIME CONTRACTOR that failure to submit interim invoices within this timeframe may result in forfeiture of retainage and failure to submit the final invoice within this timeframe may result in the automatic closure of the Work Order and forfeiture of the unpaid balance of the Work Order.

p. The purchase of non-expendable equipment costing $1,000.00 or more under this Work Order shall remain the property of the DEPARTMENT and be subject to the provisions of Section 7.4 of the Preapproval Program SOP. The PRIME CONTRACTOR shall have the use of the equipment for authorized purposes under the Work Order until the required work has been completed provided adequate maintenance procedures are implemented. When no longer needed, the PRIME CONTRACTOR shall return all non-expendable equipment purchased under this Work Order to the DEPARTMENT. However, if the responsible party or property owner wish to acquire the equipment, the DEPARTMENT, at its discretion, may elect to transfer ownership of the equipment to the responsible party or property owner in exchange for payment or trade based on its fair market value as of the date of title transfer. All such ownership transfers are subject to approval of the DEPARTMENT's Surplus Property Review Board and must be documented in a formal agreement executed by both parties in a format approved by the DEPARTMENT such as a Funding Transition Agreement or Site Rehabilitation Funding Allocation Agreement.

q. The PRIME CONTRACTOR acknowledges that the total amount of this Work Order is not considered to be a fixed price contract or a lump sum contract.

Petroleum Cleanup Preapproval Program Work Order

Work Order # 2013-93-W4514A

r. The PRIME CONTRACTOR represents that if it (or any entity that it has an ownership interest in or has an ownership interest in it) has a financial or ownership interest in the cleanup site that is the subject of this Work Order, that written notice has already been provided to the Site Manager stating the specific nature of the interest in the property and who holds that interest.

s. In addition to any other remedies available at law, failure to implement any of the terms and conditions of this Work Order shall be considered a breach of contract and shall subject the PRIME CONTRACTOR to cancellation of this Work Order, loss of payment, or removal as the designated PRIME CONTRACTOR. Individual contract terms may also have other specific remedies for violations.

3. Retainage and Forfeiture of Retainage

a. The PRIME CONTRACTOR agrees that the retainage withheld on this Work Order shall not be paid until the full scope of work has been completed to the satisfaction of the DEPARTMENT.

b. If the PRIME CONTRACTOR fails to perform the required scope of work, fails to perform the work in a satisfactory manner, or makes misrepresentations to the DEPARTMENT, then payment for that work will be forfeited and retainage for the entire Work Order will be forfeited. Failure to perform includes, but is not limited to, failure to submit the required deliverable or failure to provide adequate documentation that the work was actually performed. In accordance with Section 376.30711(5)(h), F.S., PRIME CONTRACTORS who fail to perform the terms of a Preapproval Work Order may be barred from further participation in the Preapproval Program.

c. If a deliverable required by this Work Order is submitted after the due date for the deliverable then the DEPARTMENT reserves the right to withhold payment of the retainage for the entire Work Order.

4. Audit - Access to Records & Purpose

a. The PRIME CONTRACTOR shall maintain organized and cataloged books, records, documents and all subcontractor and vendor invoices directly or indirectly pertinent to performance under this Work Order in accordance with generally accepted accounting principles consistently applied. All such records shall be kept at one of the PRIME CONTRACTOR'S offices located within the legal boundaries of the State of Florida per Chapter 6, F.S. or made available at such office within five business days of receipt of a request from the DEPARTMENT. The DEPARTMENT, the State or their authorized representatives shall have access to such records without charge for audit or investigation purposes during the term of the Work Order and for three years following Work Order completion. Failure to maintain such required records shall constitute a breach of contract and could result in forfeiture of remaining payments on this Work Order, removal as the designated PRIME CONTRACTOR for the subject site or dismissal of the PRIME CONTRACTOR from participation in the Preapproval Program.

b. The PRIME CONTRACTOR acknowledges that there are several purposes of a DEPARTMENT audit:

1) To confirm the actual level of effort and costs for comparison with the Preapproval Fixed Cost Templates, Fixed Price Schedule and Level of Effort guidelines. Such information is not intended for cost recovery, but will be used to support future adjustments in these fixed costs program wide; and

2) To confirm compliance with the terms and conditions of the Work Order, the Preapproval standard operating procedures, applicable DEPARTMENT rules and guidance, and to investigate instances of criminal violations pursuant to Section 376.302, F.S., any of which may result cost recovery or other appropriate action.

5. Dispute Resolution - Suspension or Cancellation of Work

a. The DEPARTMENT may order a suspension or cessation of work in order to resolve disputes regarding a PRIME CONTRACTOR'S performance or the performance of their subcontractor. If this is necessary, the DEPARTMENT will notify the PRIME CONTRACTOR either verbally and/or in writing by either express or certified USPS mail or private express mail with a copy of the notification sent to the property owner. The PRIME CONTRACTOR or its subcontractors will not be paid for any work performed or idle time during such suspension or cancellation until the DEPARTMENT determines what, if any payments should be made.

FDEP Facility ID #65/8731630 Work Order # 2013-93-W4514A

Items checked must be addressed during field activities

- ☒ All field equipment must be calibrated and calibration logs must be completed
- ☒ If monitoring wells are missing, damaged, dry, or the screens of water-table monitoring wells are submerged, the site manager must be contacted immediately
- ☒ Monitoring wells containing free product should not be sampled. If free product is a new occurrence in a well, the site manager must be contacted immediately
- ☒ Accuracy of facility map must be checked, and new or changed features must be updated

Items checked must be included in the report(s)

- ☐ Copy of Health and Safety Plan
- ☒ Copy(ies) of permit(s)
- ☐ Copy(ies) of 'off-site' access agreements
- ☒ Copy(ies) of calibration log(s) for all field equipment
- ☒ Copy(ies) of field notes from a bound field book
- ☐ Copy(ies) of Benzo(a)pyrene conversion table(s) [only if one or more of the seven carcinogenic PAHs is detected in a soil sample]
- ☐ Copy(ies) of calculations used to determine the TOC(s)
- ☒ Copy of facility map, which must include all pertinent surface and subsurface features such as former and current tank farms, integral piping, dispensers, monitoring wells, buildings, land cover, streets, right-of-ways, locations and elevations (if significantly different) of property boundaries and surrounding properties, utilities, sewers, floor drains, drain fields, and subsurface stormwater drainage structures
- ☒ Waste manifest(s) and/or Certificate(s) of Reclamation
- ☒ Updated tables and figures
- ☒ Conclusions and recommendations

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

First Event

Work Order #:	2013-93-W4514A	**FDEP/LP Site Mgr:**	JONATHAN LARA	**Cost Share Information**	
Facility Id #:	658731630	**Site Name:**	WAKULLA CNTY-SHERIFFS DEPT	**FDEP Share:**	49.38%
Contractor #:	00176	**Contractor Name:**	JIM STIDHAM & ASSOCIATES, INC.	**Applicant/Owner Share:**	50.62%
Date:	06/14/13	**FDEP Contract #:**	NA	**Total:**	100.00%

Work Description: Equipment Inspection

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes							
1 Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,661.26		$0.00		$0.00	$0.00
2 Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.61		$0.00		$0.00	$0.00
3 Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4 Monthly Telemetry Allowance (Non RAI)		$60.00		$0.00		$0.00	$0.00
5 RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6 RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7 RAI Monthly O&M Allowance - Large System		$4,180.81		$0.00		$0.00	$0.00
8 RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
		Section A Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section B: Office Activities, Part I							
1 Proposal Preparation		$584.88		$0.00		$0.00	$0.00
2 File Review		$636.20		$0.00		$0.00	$0.00
3 Permits		$796.96		$0.00		$0.00	$0.00
4 Site Health & Safety Plan		$372.81		$0.00		$0.00	$0.00
5 Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
		Section B Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section C: Field Activities							
1 Mobilization (2 person)		$884.62		$0.00		$0.00	$0.00
2 Mobilization (1 person)		$494.33		$0.00		$0.00	$0.00
3 Drilling Setup (2 person)		$264.19		$0.00		$0.00	$0.00
4 Drilling Setup (1 person)		$160.79		$0.00		$0.00	$0.00
5 SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
6 SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
7 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9 SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10 SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.64		$0.00		$0.00	$0.00
11 Well Install (≤ 20 ft) (2 person)		$528.38		$0.00		$0.00	$0.00
12 Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13 Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.56		$0.00		$0.00	$0.00
14 Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.38		$0.00		$0.00	$0.00
15 Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16 Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17 Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.08		$0.00		$0.00	$0.00
18 Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$626.51		$0.00		$0.00	$0.00
19 Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20 Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94		$0.00		$0.00	$0.00
21 Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22 Soil VE Well Install (≤ 40 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
23 Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24 Recovery or Multi-phase Well Abandonment (1 person)		$236.76		$0.00		$0.00	$0.00
25 Well Sampling with Water Level (2 person)		$263.77		$0.00		$0.00	$0.00
26 Well Sampling with Water Level (1 person)		$160.38		$0.00		$0.00	$0.00
27 Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28 Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29 Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30 Area Survey (1 person)		$643.17		$0.00		$0.00	$0.00
31 Whole Day Oversight (1 or 2 person)		$975.73		$0.00		$0.00	$0.00
32 Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33 Oversight Allowance (no equipment) (1 or 2 person)		$120.13		$0.00		$0.00	$0.00
34 Per Diem		$128.71		$0.00		$0.00	$0.00
		Section C Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section D: Other Field Work							
1 Other Field Work				$0.00		$0.00	$0.00
2 Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section E: Other Equip. Rental Cost(s)							
1 Other Equipment				$0.00		$0.00	$0.00
2 Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:		**$0.00**		**$0.00**	**$0.00**

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

First Event Equipment Inspection

Work Order #: 2013-93-W4514A Facility Id #: 658731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT Date: 06/14/13

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost			Do not include markup		
1 Laboratory (from worksheet)		$0.00		$0.00		$0.00	$0.00
2 Remedial Equip./System Lease	GWTT	$2,400.00 /		$2,640.00		$0.00	$2,640.00
3				$0.00		$0.00	$0.00
4				$0.00		$0.00	$0.00
5				$0.00		$0.00	$0.00
6				$0.00		$0.00	$0.00
7				$0.00		$0.00	$0.00
8				$0.00		$0.00	$0.00
9				$0.00		$0.00	$0.00
10				$0.00		$0.00	$0.00
		Section G Subtotals:		**$2,640.00**		**$0.00**	**$2,640.00**
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II	Field Work $0.00 x Multiplier 20%				Field Work =	$0.00	
1 General / SA Report		$0.00		$0.00		$0.00	$0.00
Field Work Costs (Secs C & D) =		$308.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$1,795.41		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$3,312.95		$0.00		$0.00	$0.00
4 O&M Annual Report		$796.67		$0.00		$0.00	$0.00
5 Pilot Test Plan		$1,391.37		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,528.63		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$13,171.60		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$17,540.62		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$674.13		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$3,707.61		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$2,091.24		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$2,604.07		$0.00		$0.00	$0.00
16 RA Startup Report		$1,929.93		$0.00		$0.00	$0.00
17 Soil Source Removal or Site Characterization Screening Report		$1,178.26		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$308.00		$0.00		$0.00	$0.00
19 Long Term Natural Attenuation Plan		$578.38		$0.00		$0.00	$0.00
20 Remedial Action Interim Report		$1,178.26		$0.00		$0.00	$0.00
21 General Remedial Action Report		$578.38		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Quarterly Report		$1,445.04		$0.00		$0.00	$0.00
23 NA or Post RA Monitoring Annual Report		$266.78		$0.00		$0.00	$0.00
24 Well Abandonment Report		$2,032.96		$0.00		$0.00	$0.00
25 Initial Map & Table Generation				$0.00		$0.00	$0.00
26 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable	08/15/13	Field Notes, Equipment Report
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #		
Deliverable Due		
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$2,640.00	$0.00	$2,640.00
Subtotal (less retainage):	$2,376.00	$0.00	$2,376.00
Retainage: 10%	$264.00	$0.00	$264.00

Cumulative Work Order Totals (less Retainage, FDEP Share applied*)

Invoice	Previous	This Event	Total
# 1-6 Events	n/a	$1,173.17	$1,173.17
# 7 Remedial Systems	n/a	$0.00	$0.00
# 8 Final Deliverable	n/a	$0.00	$0.00
# 9 Retainage	n/a	$130.35	$130.35
Work Order Total		$1,303.52	$1,303.52

This Event Invoice Totals (less Retainage, FDEP Share applied*)

Invoice	Original	Change	Total
# 1 1st Event	$1,173.17	$0.00	$1,173.17
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$130.35	$0.00	$130.35
Event Template Total	$1,303.52	$0.00	$1,303.52

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Second Event

Work Order #:	2013-93-W4514A	**FDEP/LP Site Mgr:**	JONATHAN LARA	**Cost Share Information**	
Facility Id #:	658731630	**Site Name:**	WAKULLA CNTY-SHERIFFS DEPT	**FDEP Share:**	49.38%
Contractor #:	00176	**Contractor Name:**	JIM STIDHAM & ASSOCIATES, INC.	**Applicant/Owner Share:**	50.62%
Date:	06/14/13	**FDEP Contract #:**	NA	**Total:**	100.00%

Work Description: AS/SVE Well Installation

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes							
1 Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,681.26		$0.00		$0.00	$0.00
2 Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.81		$0.00		$0.00	$0.00
3 Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4 Monthly Telemetry Allowance (Non RAI)		$80.00		$0.00		$0.00	$0.00
5 RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6 RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7 RAI Monthly O&M Allowance - Large System		$4,180.81		$0.00		$0.00	$0.00
8 RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
		Section A Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section B: Office Activities, Part I							
1 Proposal Preparation		$584.88		$0.00		$0.00	$0.00
2 File Review		$636.20		$0.00		$0.00	$0.00
3 Permits		$796.95		$0.00		$0.00	$0.00
4 Site Health & Safety Plan		$372.81		$0.00		$0.00	$0.00
5 Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
		Section B Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section C: Field Activities							
1 Mobilization (2 person)		$884.62		$0.00		$0.00	$0.00
2 Mobilization (1 person)		$494.33	1.0	$494.33		$0.00	$494.33
3 Drilling Setup (2 person)		$264.19		$0.00		$0.00	$0.00
4 Drilling Setup (1 person)		$160.79	1	$160.79		$0.00	$160.79
5 SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$256.21		$0.00		$0.00	$0.00
6 SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
7 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9 SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10 SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.64		$0.00		$0.00	$0.00
11 Well Install (≤ 20 ft) (2 person)		$528.38		$0.00		$0.00	$0.00
12 Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13 Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.56		$0.00		$0.00	$0.00
14 Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.38		$0.00		$0.00	$0.00
15 Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16 Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17 Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.06		$0.00		$0.00	$0.00
18 Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$626.51		$0.00		$0.00	$0.00
19 Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20 Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94	15	$3,524.10		$0.00	$3,524.10
21 Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22 Soil VE Well Install (≤ 40 ft) (1 person)		$154.62	4	$619.28		$0.00	$619.28
23 Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24 Recovery or Multi-phase Well Abandonment (1 person)		$236.75		$0.00		$0.00	$0.00
25 Well Sampling with Water Level (2 person)		$253.77		$0.00		$0.00	$0.00
26 Well Sampling with Water Level (1 person)		$160.36		$0.00		$0.00	$0.00
27 Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28 Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29 Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30 Area Survey (1 person)		$643.17		$0.00		$0.00	$0.00
31 Whole Day Oversight (1 or 2 person)		$975.73		$0.00		$0.00	$0.00
32 Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33 Oversight Allowance (no equipment) (1 or 2 person)		$120.13		$0.00		$0.00	$0.00
34 Per Diem		$128.71		$0.00		$0.00	$0.00
		Section C Subtotals:		**$4,798.50**		**$0.00**	**$4,798.50**
Section D: Other Field Work							
1 Other Field Work				$0.00		$0.00	$0.00
2 Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section E: Other Equip. Rental Cost(s)							
1 Other Equipment				$0.00		$0.00	$0.00
2 Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:		**$0.00**		**$0.00**	**$0.00**

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Second Event AS/SVE Well Installation

Work Order #: 2013-93-W4514A Facility Id #: 858731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT Date: 06/14/13

	Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)								
1	Laboratory				$0.00		$0.00	$0.00
2	Drilling	JSA Drilling	$18,460.13 ✓		$18,460.13		$0.00	$18,460.13
3	Direct Push				$0.00		$0.00	$0.00
4	Construction				$0.00		$0.00	$0.00
5	Other				$0.00		$0.00	$0.00
			Section F Subtotals:		**$18,460.13**		**$0.00**	**$18,460.13**
Section G: Subcontractor Cost(s)		Sub Markup = 10.00%	Unit Cost			Do not include markup		
1	Laboratory (from worksheet)	TestAmericaTallahassee(E81005)	$335.75 ✓		$369.33		$0.00	$369.33
2	Disposal	FECC	$2,220.00 ✓		$2,442.00		$0.00	$2,442.00
3					$0.00		$0.00	$0.00
4					$0.00		$0.00	$0.00
5					$0.00		$0.00	$0.00
6					$0.00		$0.00	$0.00
7					$0.00		$0.00	$0.00
8					$0.00		$0.00	$0.00
9					$0.00		$0.00	$0.00
10					$0.00		$0.00	$0.00
			Section G Subtotals:		**$2,811.33**		**$0.00**	**$2,811.33**
Section G1: Remedial System Purchase						Do not include markup		
1	Remedial System Costs				$0.00		$0.00	$0.00
2	PAC Remedial System Costs				$0.00		$0.00	$0.00
			Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II								
1	General / SA Report	Field Work x Multiplier				Field Work = $0.00		
	Field Work Costs (Secs C & D) =	$4,798.50 20%	$959.70		$0.00		$0.00	$0.00
2	Letter / NPDES Report		$308.00		$0.00		$0.00	$0.00
3	O&M Quarterly Report		$1,795.41		$0.00		$0.00	$0.00
4	O&M Annual Report		$3,312.95		$0.00		$0.00	$0.00
5	Pilot Test Plan		$796.67		$0.00		$0.00	$0.00
6	Pilot Test Report		$1,391.37		$0.00		$0.00	$0.00
7	Level 1 LSRAP or RAP Modification		$1,528.63		$0.00		$0.00	$0.00
8	Level 2 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
9	Level 3 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
10	Level 4 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
11	Level 1 Remedial Action Plan		$13,171.60		$0.00		$0.00	$0.00
12	Level 2 Remedial Action Plan		$17,540.82		$0.00		$0.00	$0.00
13	As-built Drawings (P.E. red lined)		$674.13		$0.00		$0.00	$0.00
14	Construction Drawings and Specs		$3,707.81		$0.00		$0.00	$0.00
15	RAC Bid Package Solicitation/Evaluation		$2,091.24		$0.00		$0.00	$0.00
16	RA Startup Report		$2,604.07		$0.00		$0.00	$0.00
17	Soil Source Removal or Site Characterization Screening Report		$1,929.93		$0.00		$0.00	$0.00
18	Natural Attenuation Plan		$1,178.26		$0.00		$0.00	$0.00
19	Long Term Natural Attenuation Plan		$308.00		$0.00		$0.00	$0.00
20	Remedial Action Interim Report		$578.38		$0.00		$0.00	$0.00
21	General Remedial Action Report		$1,178.26		$0.00		$0.00	$0.00
22	NA or Post RA Monitoring Quarterly Report		$578.38		$0.00		$0.00	$0.00
23	NA or Post RA Monitoring Annual Report		$1,445.04		$0.00		$0.00	$0.00
24	Well Abandonment Report		$268.78		$0.00		$0.00	$0.00
25	Initial Map & Table Generation		$2,032.98		$0.00		$0.00	$0.00
26	Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
			Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable	10/15/13	Field Notes, Invoices
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	0	
Deliverable Due	01/00/00	
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$26,069.96	$0.00	$26,069.96
Subtotal (less retainage):	$23,462.96	$0.00	$23,462.96
Retainage (10%):	$2,607.00	$0.00	$2,607.00

Cumulative Work Order Totals (less Retainage, FDEP Share applied)

Invoice	Previous	This Event	Total
# 1-6 Events	$1,173.17	$11,585.06	$12,758.23
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$130.35	$1,287.23	$1,417.58
Work Order Total	$1,303.52	$12,872.29	$14,175.81

This Event Invoice Totals (less Retainage, FDEP Share applied)

Invoice	Original	Change	Total
# 2 2nd Event	$11,585.06	$0.00	$11,585.06
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$1,287.23	$0.00	$1,287.23
Event Template Total	$12,872.29	$0.00	$12,872.29

*Cost Share Information: FDEP 49.38%, App./Own. 50.62%

Template-060112-Standard.xlt

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Third Event

Work Order #:	2013-93-W4514A	**FDEP/LP Site Mgr:**	JONATHAN LARA	**Cost Share Information**	
Facility Id #:	658731630	**Site Name:**	WAKULLA CNTY-SHERIFFS DEPT	**FDEP Share:**	49.38%
Contractor #:	00176	**Contractor Name:**	JIM STIDHAM & ASSOCIATES, INC.	**Applicant/Owner Share:**	50.62%
Date:	06/14/13	**FDEP Contract #:**	NA	**Total:**	100.00%

Work Description: Trenching/Compound Construction

	Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes								
1	Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,681.26		$0.00		$0.00	$0.00
2	Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.81		$0.00		$0.00	$0.00
3	Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4	Monthly Telemetry Allowance (Non RAI)		$60.00		$0.00		$0.00	$0.00
5	RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6	RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7	RAI Monthly O&M Allowance - Large System		$4,180.81		$0.00		$0.00	$0.00
8	RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
		Section A Subtotals:			$0.00		$0.00	$0.00
Section B: Office Activities, Part I								
1	Proposal Preparation		$584.88		$0.00		$0.00	$0.00
2	File Review		$636.20		$0.00		$0.00	$0.00
3	Permits		$796.95		$0.00		$0.00	$0.00
4	Site Health & Safety Plan		$372.81		$0.00		$0.00	$0.00
5	Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
		Section B Subtotals:			$0.00		$0.00	$0.00
Section C: Field Activities								
1	Mobilization (2 person)		$884.62		$0.00		$0.00	$0.00
2	Mobilization (1 person)		$494.33	3.0	$1,482.99		$0.00	$1,482.99
3	Drilling Setup (2 person)		$264.19		$0.00		$0.00	$0.00
4	Drilling Setup (1 person)		$160.79		$0.00		$0.00	$0.00
5	SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
6	SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.62		$0.00		$0.00	$0.00
7	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9	SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10	SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.64		$0.00		$0.00	$0.00
11	Well Install (≤ 20 ft) (2 person)		$528.38		$0.00		$0.00	$0.00
12	Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13	Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.56		$0.00		$0.00	$0.00
14	Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.38		$0.00		$0.00	$0.00
15	Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16	Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17	Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.08		$0.00		$0.00	$0.00
18	Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$626.51		$0.00		$0.00	$0.00
19	Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20	Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94		$0.00		$0.00	$0.00
21	Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22	Soil VE Well Install (≤ 40 ft) (1 person)		$154.62		$0.00		$0.00	$0.00
23	Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24	Recovery or Multi-phase Well Abandonment (1 person)		$236.75		$0.00		$0.00	$0.00
25	Well Sampling with Water Level (2 person)		$263.77		$0.00		$0.00	$0.00
26	Well Sampling with Water Level (1 person)		$160.38		$0.00		$0.00	$0.00
27	Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28	Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29	Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30	Area Survey (1 person)		$643.17		$0.00		$0.00	$0.00
31	Whole Day Oversight (1 or 2 person)		$975.73	15.0	$14,635.95		$0.00	$14,635.95
32	Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33	Oversight Allowance (no equipment) (1 or 2 person)		$120.13	12.0	$1,441.56		$0.00	$1,441.56
34	Per Diem		$128.71	15.0	$1,930.65		$0.00	$1,930.65
		Section C Subtotals:			$19,491.15		$0.00	$19,491.15
Section D: Other Field Work								
1	Other Field Work				$0.00		$0.00	$0.00
2	Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:			$0.00		$0.00	$0.00
Section E: Other Equip. Rental Cost(s)								
1	Other Equipment				$0.00		$0.00	$0.00
2	Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:			$0.00		$0.00	$0.00

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Third Event Trenching/Compound Construction

Work Order #: **2013-93-W4514A** Facility Id #: **658731630** Site Name: **WAKULLA CNTY-SHERIFFS DEPT** Date: **06/14/13**

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost			Do not include markup		
1 Laboratory (from worksheet)		$0.00		$0.00		$0.00	$0.00
2 Construction	Suncoast	$51,547.00	1	$56,701.70		$0.00	$56,701.70
3 Other (Describe)	EncoTech	$6,595.48	1	$7,255.03		$0.00	$7,255.03
4				$0.00		$0.00	$0.00
5				$0.00		$0.00	$0.00
6				$0.00		$0.00	$0.00
7				$0.00		$0.00	$0.00
8				$0.00		$0.00	$0.00
9				$0.00		$0.00	$0.00
10				$0.00		$0.00	$0.00
		Section G Subtotals:		**$63,956.73**		**$0.00**	**$63,956.73**
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II	Field Work $19,491.15 x Multiplier 20%				Field Work =	$0.00	
1 General / SA Report		$3,898.23		$0.00		$0.00	$0.00
Field Work Costs (Secs C & D) =		$308.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$1,795.41		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$3,312.95		$0.00		$0.00	$0.00
4 O&M Annual Report		$796.67		$0.00		$0.00	$0.00
5 Pilot Test Plan		$1,391.37		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,528.63		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$13,171.60		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$17,540.62		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$674.13		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$3,707.61		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$2,091.24		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$2,604.07		$0.00		$0.00	$0.00
16 RA Startup Report		$1,929.93		$0.00		$0.00	$0.00
17 Soil Source Removal or Site Characterization Screening Report		$1,178.26		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$308.00		$0.00		$0.00	$0.00
19 Long Term Natural Attenuation Plan		$576.38		$0.00		$0.00	$0.00
20 Remedial Action Interim Report		$1,178.26		$0.00		$0.00	$0.00
21 General Remedial Action Report		$576.38		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Quarterly Report		$1,445.04		$0.00		$0.00	$0.00
23 NA or Post RA Monitoring Annual Report		$266.78		$0.00		$0.00	$0.00
24 Well Abandonment Report		$2,032.96		$0.00		$0.00	$0.00
25 Initial Map & Table Generation				$0.00		$0.00	$0.00
26 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable	12/16/13	Field Notes, Invoices
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	0	
Deliverable Due	01/00/00	
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$83,447.88	$0.00	$83,447.88
Subtotal (less retainage):	$75,103.09	$0.00	$75,103.09
Retainage (10%):	$8,344.79	$0.00	$8,344.79

Cumulative Work Order Totals (less Retainage, FDEP Share applied)

Invoice	Previous	This Event	Total
# 1-6 Events	$12,758.23	$37,082.87	$49,841.10
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$1,417.58	$4,120.32	$5,537.90
Work Order Total	$14,175.81	$41,203.19	$55,379.00

This Event Invoice Totals (less Retainage, FDEP Share applied)

Invoice	Original	Change	Total
# 3 3rd Event	$37,082.87	$0.00	$37,082.87
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$4,120.32	$0.00	$4,120.32
Event Template Total	$41,203.19	$0.00	$41,203.19

*Cost Share Information: FDEP 49.38%, App./Own. 50.62%

Template-060112-Standard.xlt

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Fourth Event

Work Order #:	2013-93-W4514A	**FDEP/LP Site Mgr:**	JONATHAN LARA	**Cost Share Information**	
Facility Id #:	658731630	**Site Name:**	WAKULLA CNTY-SHERIFFS DEPT	**FDEP Share:**	49.38%
Contractor #:	00176	**Contractor Name:**	JIM STIDHAM & ASSOCIATES, INC.	**Applicant/Owner Share:**	50.62%
Date:	06/14/13	**FDEP Contract #:**	NA	**Total:**	100.00%

Work Description: System Hookup

	Template	Comments / Notes	Allowed Cost	Original Number of Items	Original Item Cost	Change Amount	Change Costs	Template Total Cost
Section A: Packaged Work Scopes								
1	Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,681.26		$0.00		$0.00	$0.00
2	Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.81		$0.00		$0.00	$0.00
3	Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4	Monthly Telemetry Allowance (Non RAI)		$60.00		$0.00		$0.00	$0.00
5	RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6	RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7	RAI Monthly O&M Allowance - Large System		$4,160.81		$0.00		$0.00	$0.00
8	RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
			Section A Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section B: Office Activities, Part I								
1	Proposal Preparation		$584.88		$0.00		$0.00	$0.00
2	File Review		$636.20		$0.00		$0.00	$0.00
3	Permits		$796.95		$0.00		$0.00	$0.00
4	Site Health & Safety Plan		$372.81		$0.00		$0.00	$0.00
5	Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
			Section B Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section C: Field Activities								
1	Mobilization (2 person)	2 people	$884.62	1.0	$884.62		$0.00	$884.62
2	Mobilization (1 person)	Oversight	$494.33	1.0	$494.33		$0.00	$494.33
3	Drilling Setup (2 person)		$284.19		$0.00		$0.00	$0.00
4	Drilling Setup (1 person)		$160.79		$0.00		$0.00	$0.00
5	SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
6	SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
7	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8	SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9	SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10	SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.84		$0.00		$0.00	$0.00
11	Well Install (≤ 20 ft) (2 person)		$528.36		$0.00		$0.00	$0.00
12	Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13	Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.66		$0.00		$0.00	$0.00
14	Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.36		$0.00		$0.00	$0.00
15	Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16	Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17	Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.06		$0.00		$0.00	$0.00
18	Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$826.51		$0.00		$0.00	$0.00
19	Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20	Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94		$0.00		$0.00	$0.00
21	Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22	Soil VE Well Install (≤ 40 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
23	Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24	Recovery or Multi-phase Well Abandonment (1 person)		$236.75		$0.00		$0.00	$0.00
25	Well Sampling with Water Level (2 person)		$263.77		$0.00		$0.00	$0.00
26	Well Sampling with Water Level (1 person)		$160.36		$0.00		$0.00	$0.00
27	Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28	Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29	Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30	Area Survey (1 person)		$843.17		$0.00		$0.00	$0.00
31	Whole Day Oversight (1 or 2 person)		$975.73	2.0	$1,951.46		$0.00	$1,951.46
32	Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33	Oversight Allowance (no equipment) (1 or 2 person)		$120.13		$0.00		$0.00	$0.00
34	Per Diem		$128.71	2.0	$257.42		$0.00	$257.42
			Section C Subtotals:		**$3,587.83**		**$0.00**	**$3,587.83**
Section D: Other Field Work								
1	Other Field Work				$0.00		$0.00	$0.00
2	Other Field Work				$0.00		$0.00	$0.00
			Section D Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section E: Other Equip. Rental Cost(s)								
1	Other Equipment				$0.00		$0.00	$0.00
2	Other Equipment				$0.00		$0.00	$0.00
			Section E Subtotals:		**$0.00**		**$0.00**	**$0.00**

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Fourth Event System Hookup

Work Order #: **2013-93-W4514A** Facility Id #: **658731630** Site Name: **WAKULLA CNTY-SHERIFFS DEPT** Date: **08/14/13**

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction	Subtask A	$4,001.98		$4,001.98		$0.00	$4,001.98
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		**$4,001.98**		**$0.00**	**$4,001.98**
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost			Do not include markup		
1 Laboratory (from worksheet)		$0.00		$0.00		$0.00	$0.00
2 Other (Describe)	Grainger	$98.56		$108.42		$0.00	$108.42
3 Other (Describe)	Capital Rubber	$835.94		$919.53		$0.00	$919.53
4 Other (Describe)	Home Depot (Estimatad)	$300.00		$330.00		$0.00	$330.00
5				$0.00		$0.00	$0.00
6				$0.00		$0.00	$0.00
7				$0.00		$0.00	$0.00
8				$0.00		$0.00	$0.00
9				$0.00		$0.00	$0.00
10				$0.00		$0.00	$0.00
		Section G Subtotals:		**$1,357.95**		**$0.00**	**$1,357.95**
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section H: Office Activities, Part II	Field Work $3,587.83 x Multiplier 20%				Field Work = $0.00		
1 General / SA Report		$717.57		$0.00		$0.00	$0.00
Field Work Costs (Secs C & D) =		$308.00		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$1,795.41		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$3,312.95		$0.00		$0.00	$0.00
4 O&M Annual Report		$796.67		$0.00		$0.00	$0.00
5 Pilot Test Plan		$1,391.37		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,528.63		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$13,171.60		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$17,540.82		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$674.13		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$3,707.61		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$2,091.24		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$2,604.07		$0.00		$0.00	$0.00
16 RA Startup Report		$1,929.93		$0.00		$0.00	$0.00
17 Soil Source Removal or Site Characterization Screening Report		$1,178.26		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$308.00		$0.00		$0.00	$0.00
19 Long Term Natural Attenuation Plan		$578.38		$0.00		$0.00	$0.00
20 Remedial Action Interim Report		$1,178.26		$0.00		$0.00	$0.00
21 General Remedial Action Report		$578.38		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Quarterly Report		$1,445.04		$0.00		$0.00	$0.00
23 NA or Post RA Monitoring Annual Report		$266.78		$0.00		$0.00	$0.00
24 Well Abandonment Report		$2,032.96		$0.00		$0.00	$0.00
25 Initial Map & Table Generation				$0.00		$0.00	$0.00
26 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		**$0.00**		**$0.00**	**$0.00**

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable	02/15/14	Field Notes, Invoices
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	0	
Deliverable Due	01/00/00	
Period of Service to:		

This Event Template Totals

	Original	Change	Total
Event Total:	$8,947.76	$0.00	$8,947.76
Subtotal (less retainage):	$8,052.98	$0.00	$8,052.98
Retainage (10%):	$894.78	$0.00	$894.78

Cumulative Work Order Totals (less Retainage, FDEP Share applied)

Invoice	Previous	This Event	Total
# 1-6 Events	$49,841.10	$3,976.24	$53,817.34
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$5,537.90	$441.81	$5,979.71
Work Order Total	**$55,379.00**	**$4,418.05**	**$59,797.05**

This Event Invoice Totals (less Retainage, FDEP Share applied)

Invoice	Original	Change	Total
# 4 4th Event	$3,976.24	$0.00	$3,976.24
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$0.00	$0.00
# 9 Retainage	$441.81	$0.00	$441.81
Event Template Total	**$4,418.05**	**$0.00**	**$4,418.05**

*Cost Share Information: FDEP 49.38%, App./Own. 50.62%

Template-060112-Standard.xlt

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Fifth Event

Work Order #:	2013-93-W4514A	**FDEP/LP Site Mgr:**	JONATHAN LARA	**Cost Share Information**	
Facility Id #:	658731630	**Site Name:**	WAKULLA CNTY-SHERIFFS DEPT	**FDEP Share:**	49.38%
Contractor #:	00176	**Contractor Name:**	JIM STIDHAM & ASSOCIATES, INC.	**Applicant/Owner Share:**	50.62%
Date:	06/14/13	**FDEP Contract #:**	NA	**Total:**	100.00%

Work Description: Baseline Sampling/Startup

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section A: Packaged Work Scopes							
1 Pumping Test or Multi-phase Pilot Test (using in-house personnel)		$2,681.26		$0.00		$0.00	$0.00
2 Air Sparging and/or Vapor Extraction Pilot Test (using in-house personnel)		$2,491.81		$0.00		$0.00	$0.00
3 Monthly O&M Visit		$929.04		$0.00		$0.00	$0.00
4 Monthly Telemetry Allowance (Non RAI)		$60.00		$0.00		$0.00	$0.00
5 RAI Monthly O&M Allowance - Small System		$3,029.90		$0.00		$0.00	$0.00
6 RAI Monthly O&M Allowance - Medium System		$3,550.80		$0.00		$0.00	$0.00
7 RAI Monthly O&M Allowance - Large System		$4,180.81		$0.00		$0.00	$0.00
8 RAI Supplemental O&M Monthly Allowance - Thermox/Catox Treatment		$519.40		$0.00		$0.00	$0.00
		Section A Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section B: Office Activities, Part I							
1 Proposal Preparation		$564.88		$0.00		$0.00	$0.00
2 File Review		$636.20		$0.00		$0.00	$0.00
3 Permits		$798.95		$0.00		$0.00	$0.00
4 Site Health & Safety Plan		$372.81		$0.00		$0.00	$0.00
5 Notice of Discovery of Contamination Package (Initial or TPOC)		$295.27		$0.00		$0.00	$0.00
		Section B Subtotals:		**$0.00**		**$0.00**	**$0.00**
Section C: Field Activities							
1 Mobilization (2 person)	GW Sampling/Startup	$884.62	2.0 ✓	$1,769.24		$0.00	$1,769.24
2 Mobilization (1 person)		$494.33		$0.00		$0.00	$0.00
3 Drilling Setup (2 person)		$264.19		$0.00		$0.00	$0.00
4 Drilling Setup (1 person)		$160.79		$0.00		$0.00	$0.00
5 SB for Soil Screening or Piezometer Install (≤ 10 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
6 SB for Soil Screening or Piezometer Install (≤ 10 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
7 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (2 person)		$387.32		$0.00		$0.00	$0.00
8 SB for Soil Screening or Piezometer Install (> 10 ft to ≤ 30 ft) (1 person)		$232.23		$0.00		$0.00	$0.00
9 SB for Soil Screening or Piezometer Install (> 30 ft) (2 person)		$516.42		$0.00		$0.00	$0.00
10 SB for Soil Screening or Piezometer Install (> 30 ft) (1 person)		$309.64		$0.00		$0.00	$0.00
11 Well Install (≤ 20 ft) (2 person)		$528.38		$0.00		$0.00	$0.00
12 Well Install (≤ 20 ft) (1 person)		$321.59		$0.00		$0.00	$0.00
13 Well Install (> 20 ft to ≤ 40 ft) (2 person)		$792.56		$0.00		$0.00	$0.00
14 Well Install (> 20 ft to ≤ 40 ft) (1 person)		$482.38		$0.00		$0.00	$0.00
15 Well Install, double cased (≤ 40 ft) (2 person)		$1,585.13		$0.00		$0.00	$0.00
16 Well Install, double cased (≤ 40 ft) (1 person)		$964.76		$0.00		$0.00	$0.00
17 Recovery or Multi-Phase Well Install (≤ 40 ft) (2 person)		$1,040.08		$0.00		$0.00	$0.00
18 Recovery or Multi-Phase Well Install (≤ 40 ft) (1 person)		$626.51		$0.00		$0.00	$0.00
19 Air Sparging/Injection Well Install (≤ 40 ft) (2 person)		$390.03		$0.00		$0.00	$0.00
20 Air Sparging/Injection Well Install (≤ 40 ft) (1 person)		$234.94		$0.00		$0.00	$0.00
21 Soil VE Well Install (≤ 40 ft) (2 person)		$258.21		$0.00		$0.00	$0.00
22 Soil VE Well Install (≤ 40 ft) (1 person)		$154.82		$0.00		$0.00	$0.00
23 Well or Piezometer Abandonment (1 person)		$107.73		$0.00		$0.00	$0.00
24 Recovery or Multi-phase Well Abandonment (1 person)		$236.75		$0.00		$0.00	$0.00
25 Well Sampling with Water Level (2 person)		$263.77	12 ✓	$3,165.24		$0.00	$3,165.24
26 Well Sampling with Water Level (1 person)		$160.38		$0.00		$0.00	$0.00
27 Water Level or Free Product Gauging (1 person)		$24.39		$0.00		$0.00	$0.00
28 Free Product Gauging & Bailing (per well) (1 person)		$126.72		$0.00		$0.00	$0.00
29 Area Survey (2 person)		$1,056.75		$0.00		$0.00	$0.00
30 Area Survey (1 person)		$643.17		$0.00		$0.00	$0.00
31 Whole Day Oversight (1 or 2 person)		$975.73		$0.00		$0.00	$0.00
32 Oversight Kit (with equipment) (1 or 2 person)		$373.23		$0.00		$0.00	$0.00
33 Oversight Allowance (no equipment) (1 or 2 person)		$120.13		$0.00		$0.00	$0.00
34 Per Diem		$128.71		$0.00		$0.00	$0.00
		Section C Subtotals:		**$4,934.48**		**$0.00**	**$4,934.48**
Section D: Other Field Work							
1 Other Field Work	Subtask B	$7,475.42 ✓		$7,475.42		$0.00	$7,475.42
2 Other Field Work				$0.00		$0.00	$0.00
		Section D Subtotals:		**$7,475.42**		**$0.00**	**$7,475.42**
Section E: Other Equip. Rental Cost(s)							
1 Other Equipment				$0.00		$0.00	$0.00
2 Other Equipment				$0.00		$0.00	$0.00
		Section E Subtotals:		**$0.00**		**$0.00**	**$0.00**

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Fifth Event Baseline Sampling/Startup

Work Order #: 2013-93-W4514A Facility Id #: 658731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT Date: 06/14/13

Template	Comments / Notes	Allowed Cost	Original: Number of Items	Original: Item Cost	Change: Change Amount	Change: Change Costs	Template Total Cost
Section F: In-house Service Cost(s)							
1 Laboratory				$0.00		$0.00	$0.00
2 Drilling				$0.00		$0.00	$0.00
3 Direct Push				$0.00		$0.00	$0.00
4 Construction				$0.00		$0.00	$0.00
5 Other				$0.00		$0.00	$0.00
		Section F Subtotals:		$0.00		$0.00	$0.00
Section G: Subcontractor Cost(s)	Sub Markup = 10.00%	Unit Cost			Do not include markup		
1 Laboratory (from worksheet)	TestAmericaTallahassee(E81005)	$3,334.73		$3,668.20		$0.00	$3,668.20
2				$0.00		$0.00	$0.00
3				$0.00		$0.00	$0.00
4				$0.00		$0.00	$0.00
5				$0.00		$0.00	$0.00
6				$0.00		$0.00	$0.00
7				$0.00		$0.00	$0.00
8				$0.00		$0.00	$0.00
9				$0.00		$0.00	$0.00
10				$0.00		$0.00	$0.00
		Section G Subtotals:		$3,668.20		$0.00	$3,668.20
Section G1: Remedial System Purchase					Do not include markup		
1 Remedial System Costs				$0.00		$0.00	$0.00
2 PAC Remedial System Costs				$0.00		$0.00	$0.00
		Remedial System Subtotals:		$0.00		$0.00	$0.00
Section H: Office Activities, Part II							
1 General / SA Report	Field Work x Multiplier				Field Work = $0.00		
Field Work Costs (Secs C & D) =	$12,409.90 20%	$2,481.98		$0.00		$0.00	$0.00
2 Letter / NPDES Report		$308.00		$0.00		$0.00	$0.00
3 O&M Quarterly Report		$1,795.41		$0.00		$0.00	$0.00
4 O&M Annual Report		$3,312.95		$0.00		$0.00	$0.00
5 Pilot Test Plan		$796.67		$0.00		$0.00	$0.00
6 Pilot Test Report		$1,391.37		$0.00		$0.00	$0.00
7 Level 1 LSRAP or RAP Modification		$1,528.63		$0.00		$0.00	$0.00
8 Level 2 LSRAP or RAP Modification		$2,992.72		$0.00		$0.00	$0.00
9 Level 3 LSRAP or RAP Modification		$5,309.45		$0.00		$0.00	$0.00
10 Level 4 LSRAP or RAP Modification		$8,770.31		$0.00		$0.00	$0.00
11 Level 1 Remedial Action Plan		$13,171.60		$0.00		$0.00	$0.00
12 Level 2 Remedial Action Plan		$17,540.62		$0.00		$0.00	$0.00
13 As-built Drawings (P.E. red lined)		$674.13		$0.00		$0.00	$0.00
14 Construction Drawings and Specs		$3,707.61		$0.00		$0.00	$0.00
15 RAC Bid Package Solicitation/Evaluation		$2,091.24		$0.00		$0.00	$0.00
16 RA Startup Report		$2,604.07	1	$2,604.07		$0.00	$2,604.07
17 Soil Source Removal or Site Characterization Screening Report		$1,929.93		$0.00		$0.00	$0.00
18 Natural Attenuation Plan		$1,178.26		$0.00		$0.00	$0.00
19 Long Term Natural Attenuation Plan		$306.00		$0.00		$0.00	$0.00
20 Remedial Action Interim Report		$578.38		$0.00		$0.00	$0.00
21 General Remedial Action Report		$1,178.26		$0.00		$0.00	$0.00
22 NA or Post RA Monitoring Quarterly Report		$578.38		$0.00		$0.00	$0.00
23 NA or Post RA Monitoring Annual Report		$1,445.04		$0.00		$0.00	$0.00
24 Well Abandonment Report		$266.78		$0.00		$0.00	$0.00
25 Initial Map & Table Generation		$2,032.98		$0.00		$0.00	$0.00
26 Other Report Type (backup spreadsheet)				$0.00		$0.00	$0.00
		Section H Subtotals:		$2,604.07		$0.00	$2,604.07

Deliverables

	Due Date	Deliverable / Documentation
Interim Deliverable		Field Notes, Invoices
Final Deliverable Information (Specify only if selected for this event)		
Deliverable #	16	RA Startup Report
Deliverable Due	06/15/14	
Period of Service to:	12/12/14	

This Event Template Totals

	Original	Change	Total
Event Total:	$18,682.17	$0.00	$18,682.17
Subtotal (less retainage):	$16,813.95	$0.00	$16,813.95
Retainage (10%):	$1,868.22	$0.00	$1,868.22

Cumulative Work Order Totals (less Retainage, FDEP Share applied)

Invoice	Previous	This Event	Total
# 1-6 Events	$53,817.34	$7,144.84	$60,962.18
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$0.00	$1,157.21	$1,157.21
# 9 Retainage	$5,979.71	$922.45	$6,902.16
Work Order Total	$59,797.05	$9,224.50	$69,021.55

This Event Invoice Totals (less Retainage, FDEP Share applied)

Invoice	Original	Change	Total
# 5 5th Event	$7,144.84	$0.00	$7,144.84
# 7 Remedial Systems	$0.00	$0.00	$0.00
# 8 Final Deliverable	$1,157.21	$0.00	$1,157.21
# 9 Retainage	$922.45	$0.00	$922.45
Event Template Total	$9,224.50	$0.00	$9,224.50

*Cost Share Information: FDEP 49.38%, App./Own. 50.62%

Petroleum Preapproval Program Work Order

2A

Work Order Number:	2013-93-W4514A	**Cost Center #:**	37450404555	**Category:**	087888/FY 12-13/JQ
FDEP Facility Id #:	65/8731630	**Score:**	76	**Contract #:**	N/A
Site Name:	WAKULLA CNTY-SHERIFFS DEPT			**Eligibility:**	DEPT
Address (Street, City):	29 ARRAN RD, CRAWFORDVILLE			**County:**	Wakulla
Contractor Name:	JIM STIDHAM & ASSOCIATES, INC.			**CID #:**	00176
Contractor Address:	P.O. Box 3547 547 N. Monroe Street, Suite 201, Tallahassee, FL 32315			**FEID #:**	59-2989137
Contractor Representative:	Scott Sigler			**Phone #:**	850/222-3975
FDEP Site Manager:	Jonathan M. Lara			**Phone #:**	850/245-8905
Cleanup Phase:	Remedial Action				
Cleanup Activity:	REMEDIAL ACTION CONSTRUCTION				

Work Order Description:

In accordance with section 376.30711(1)(b), F.S., all work, including verbal change orders (VCOs), must be preapproved by the Department prior to the work being performed or the costs being incurred.

Per cost proposal dated June 10, 2013 (received June 11, 2013) (already paid as final deliverable of the previous work order), Chapters 62-160 and 62-780, F.A.C. and Preapproval Procedures and guidance: Event 1: Schedule an Equipment Trailer Inspection at the FDEP storage facility. Submit the equipment report as the deliverable. Event 2: Install 15 air sparging (AS) wells to a depth of 30 feet below land surface (bls), and 4 soil vapor extraction (SVE) wells to a depth of 20 feet bls. Event 3: Perform underground construction. Install well vaults, trench plates, and all underground piping. Event 4: Perform aboveground construction and install the remediation system. Install the fence and compound, and complete all piping to the remediation system. Event 5: A maximum of 30 days before startup, sample 12 monitoring wells pursuant to the Preapproval Sampling Parameter Table (PSPT); use results of baseline groundwater sampling to establish cleanup milestones. Perform a 3-day system startup. Collect daily vapor influent and effluent samples. Analyze all samples according to the PSPT. Submit one paper copy and one electronic (.pdf) copy (on a CD or via e-mail) of a Remedial Action Startup Report summarizing all field activities and As-Built Drawings. Please note that this work order will reach the limit of the funding cap for this site.
Note: Please see supplemental instructions (attached).

Deliverable 1:	FIELD NOTES	Due Date 1:	Aug. 15, 2013
Deliverable 2:	FIELD NOTES	Due Date 2:	Oct. 15, 2013
Deliverable 3:	FIELD NOTES	Due Date 3:	Dec. 16, 2013
Deliverable 4:	FIELD NOTES	Due Date 4:	Feb. 15, 2014
Deliverable 5:		Due Date 5:	
Deliverable 6:		Due Date 6:	
Final Deliverable:	REMEDIAL ACTION STARTUP REPORT	**Final Due Date:**	Jun. 15, 2014

Period of Service: Contractor Representative Signature Date To December 12, 2014

Amount (incl. retainage): $69,021.55 Retainage (10%): $6,902.16

This WORK ORDER is not in effect until signed by all parties. The FDEP will not pay any amount of this WORK ORDER until the original signed copy has been returned to the FDEP. The FDEP will not pay for any portion of the scope of work that has not been performed as of the date of Invoice.

--Additional Terms And Conditions On Following Pages--

		Date
FDEP Site Manager:		6/14/2013
FDEP Manager:		06/14/13
Cost Center Administrator:	Thomas W. Conaway	6/14/13
Contractor Representative:		
Contractor Representative:		

(second contractor signature is optional)

FDEP Use Only: **Technical review:** Initials: MJL Date: 6/14/13

Fiscal Review: Initials: CJW Date: 06/14/13

PC PP

Petroleum Cleanup Preapproval Program Work Order

Work Order # 2013-93-W4514A

b. The DEPARTMENT may initiate a suspension or cancellation of work. The DEPARTMENT reserves the right to suspend or cancel work for good cause. Good cause includes, but is not limited to, failure to comply with the provisions of this Work Order, failure to acquire proper state, federal or local permits, any audit or report indicating that any phase of actual work completed was inconsistent with the approved scope or cost, or failure of a PRIME CONTRACTOR to maintain its required qualifications.

c. A written notice of intent to suspend or cancel work shall give the PRIME CONTRACTOR a minimum of fifteen (15) working days to respond and to correct the deficiencies unless the DEPARTMENT'S initial findings are so egregious that no remedies are acceptable. In cases where the findings are egregious, the DEPARTMENT reserves the right to remove the PRIME CONTRACTOR from the site and take whatever actions may be necessary.

d. If the PRIME CONTRACTOR does not remedy the deficiency within the timeframe allotted, the Work Order shall be deemed suspended or canceled at the discretion of the DEPARTMENT.

e. In the event the DEPARTMENT determines, in its sole discretion, that the PRIME CONTRACTOR or any of its subcontractors is in breach of the terms and conditions of this Work Order, the DEPARTMENT reserves the right to exercise all remedies at law and equity.

(FOR PRIME CONTRACTOR, SUBCONTRACTOR & VENDOR REFERENCE)

*Note: Effective July 1, 2008, Subsection 376.30711(5)(e), F.S. stipulates that Subsection 287.0585(2), F.S., shall not apply to payments associated with preapproved site rehabilitation agreements. Therefore, payment agreements between preapproval contractors and their subcontractors and suppliers will not affect the statutory requirement in Subsection 287.0585(1), F.S., for preapproval contractors to make prompt payment to subcontractors and suppliers within seven (7) days of receipt of payment from the Department. Penalties for non-compliance and provisions for legal assistance are included in Subsection 287.0585(1), F.S. (see applicable statutory citations below):

Subsection 376.30711(5)(d) & (e), F.S. (2008)

376.30711 Preapproved site rehabilitation,

(5)(d) Contractors or persons to which the contractor has assigned its right to payment pursuant to paragraph (a) shall make prompt payment to subcontractors and suppliers for their costs associated with a preapproved site rehabilitation agreement pursuant to s. 287.0585(1).

(5)(e) The exemption in s. 287.0585(2) shall not apply to payments associated with a preapproved site rehabilitation agreement.

Section 287.0585, Florida Statutes (2004)

287.0585 Late payments by contractors to sub-contractors and suppliers; penalty.

(1) When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such money's received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, sub-contractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractors shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

(2) This section shall not apply when the contract between the contractor and subcontractors or subvendors provides otherwise.

Preapproval Sampling Parameter Table

Work Order # 2013-93-W4514A Facility ID # 658731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT

EVENT 1

	Groundwater Sample Locations	Number of Events	Analytical Parameters (enter number of samples for each method) BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	Lead EPA 6010	VOAs & VOHs EPA 8021	VOAs & VOHs EPA 8260	EDB EPA 504.1	EDB EPA 8011	Chapter 62-770 Table B
1													
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9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
	No. Samples		0	0	0	0	0	0	0	0	0	0	0
	Cost per Sample		$54.60	$54.60	$116.00	$116.00	$86.45	$13.64	$116.00	$116.00	$50.05	$50.05	$351.57
	Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

	Soil /Air Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	VOHs EPA 8021	VOHs EPA 8260	As, Cd, Cr, Pb EPA 6010	SPLP Extraction EPA 1312	Modified EPA 18	EPA TO-3
1													
2													
3													
4													
5													
6													
7													
	No. Samples		0	0	0	0	0	0	0	0	0	0	0
	Cost per Sample		$60.51	$60.51	$122.84	$122.84	$88.72	$72.80	$72.80	$63.68	$90.99	$113.73	$113.73
	Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Event 1 Total Lab Cost: $0.00

EVENT 2

	Groundwater Sample Locations	Number of Events	Analytical Parameters (enter number of samples for each method) BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	Lead EPA 6010	VOAs & VOHs EPA 8021	VOAs & VOHs EPA 8260	EDB EPA 504.1	EDB EPA 8011	Chapter 62-770 Table B
1													
2													
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9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
	No. Samples		0	0	0	0	0	0	0	0	0	0	0
	Cost per Sample		$54.60	$54.60	$116.00	$116.00	$86.45	$13.64	$116.00	$116.00	$50.05	$50.05	$351.57
	Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

	Soil /Air Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	VOHs EPA 8021	VOHs EPA 8260	As, Cd, Cr, Pb EPA 6010*	SPLP Extraction EPA 1312	Modified EPA 18	EPA TO-3
1	Soil Disposal	1		1	1		1			1			
2													
3													
4													
5													
6													
7													
	No. Samples		0	1	1	0	1	0	0	1	0	0	0
	Cost per Sample		$60.51	$60.51	$122.84	$122.84	$88.72	$72.80	$72.80	$63.68	$90.99	$113.73	$113.73
	Subtotal	$335.75	$0.00	$60.51	$122.84	$0.00	$88.72	$0.00	$0.00	$63.68	$0.00	$0.00	$0.00

Event 2 Total Lab Cost: $335.75 **WO TOTAL LAB COST** $3,670.48

* To be performed by Test America Tampa (E84282)

Template-060112-Standard.xlt

Preapproval Sampling Parameter Table

Work Order # 2013-93-W4514A Facility ID # 658731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT

EVENT 3		Analytical Parameters (enter number of samples for each method)										
Groundwater Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	Lead EPA 6010	VOAs & VOHs EPA 8021	VOAs & VOHs EPA 8260	EDB EPA 504.1	EDB EPA 8011	Chapter 62-770 Table B
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
No. Samples		0	0	0	0	0	0	0	0	0	0	0
Cost per Sample		$54.60	$54.60	$116.00	$116.00	$86.45	$13.64	$116.00	$116.00	$50.05	$50.05	$351.57
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Soil /Air Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	VOHs EPA 8021	VOHs EPA 8260	As, Cd, Cr, Pb EPA 6010	SPLP Extraction EPA 1312	Modified EPA 18	EPA TO-3
1												
2												
3												
4												
5												
6												
7												
No. Samples		0	0	0	0	0	0	0	0	0	0	0
Cost per Sample		$60.51	$60.51	$122.84	$122.84	$88.72	$72.80	$72.80	$63.68	$90.99	$113.73	$113.73
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Event 3 Total Lab Cost: $0.00

EVENT 4		Analytical Parameters (enter number of samples for each method)										
Groundwater Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	Lead EPA 6010	VOAs & VOHs EPA 8021	VOAs & VOHs EPA 8260	EDB EPA 504.1	EDB EPA 8011	Chapter 62-770 Table B
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
No. Samples		0	0	0	0	0	0	0	0	0	0	0
Cost per Sample		$54.60	$54.60	$116.00	$116.00	$86.45	$13.64	$116.00	$116.00	$50.05	$50.05	$351.57
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Soil /Air Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	VOHs EPA 8021	VOHs EPA 8260	As, Cd, Cr, Pb EPA 6010	SPLP Extraction EPA 1312	Modified EPA 18	EPA TO-3
1												
2												
3												
4												
5												
6												
7												
No. Samples		0	0	0	0	0	0	0	0	0	0	0
Cost per Sample		$60.51	$60.51	$122.84	$122.84	$88.72	$72.80	$72.80	$63.68	$90.99	$113.73	$113.73
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Event 4 Total Lab Cost: $0.00 **WO TOTAL LAB COST** $3,670.48

Template-060112-Standard.xlt

Preapproval Sampling Parameter Table

Work Order # 2013-93-W4514A Facility ID # 658731630 Site Name: WAKULLA CNTY-SHERIFFS DEPT

	EVENT 5 Groundwater Sample Locations	Number of Events	Analytical Parameters (enter number of samples for each method) BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	Lead EPA 6010	VOAs & VOHs EPA 8021	VOAs & VOHs EPA 8260	EDB EPA 504.1	EDB EPA 8011	Chapter 62-770 Table B
1	MW-1	1		1	1		1						
2	MW-2	1		1	1		1						
3	MW-3	1		1	1		1						
4	MW-4	1		1	1								
5	MW-5	1		1	1								
6	MW-7	1		1	1								
7	MW-8	1		1	1		1						
8	DW-1	1		1	1		1						
9	DW-2	1		1	1		1						
10	DW-3	1		1	1		1						
11	DW-4	1		1	1								
12	DW-5	1		1	1								
13													
14													
15													
16													
17													
18													
19													
20													
	No. Samples		0	12	12	0	7	0	0	0	0	0	0
	Cost per Sample		$54.60	$54.60	$116.00	$116.00	$86.45	$13.64	$116.00	$116.00	$50.05	$113.73	$351.57
	Subtotal	$2,652.35	$0.00	$655.20	$1,392.00	$0.00	$605.15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

	Soil /Air Sample Locations	Number of Events	BTEX + MTBE EPA 8021	BTEX + MTBE EPA 8260	PAHs EPA 8270	PAHs EPA 8310	TRPHs FL-PRO	VOHs EPA 8021	VOHs EPA 8260	As, Cd, Cr, Pb EPA 6010	SPLP Extraction EPA 1312	Modified EPA 18	EPA TO-3
1	PreCarbon Air Sample	3										3	
2	PostCarbon Air Sample	3										3	
3													
4													
5													
6													
7													
	No. Samples		0	0	0	0	0	0	0	0	0	6	0
	Cost per Sample		$60.51	$60.51	$122.84	$122.84	$88.72	$72.80	$72.80	$63.68	$90.99	$113.73	$113.73
	Subtotal	$882.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$682.38	$0.00

Event 5 Total Lab Cost: **$3,334.73**

Florida Department of Environmental Protection-Division of Waste Management-Bureau of Petroleum Storage Systems

Petroleum Cleanup Preapproval Program Work Order Template

Work Order #: 2013-93-W4514A
FDEP Facility ID#: 658731630
Site Name: WAKULLA CNTY-SHERIFFS DEPT
Contractor: JIM STIDHAM & ASSOCIATES, INC.
FDEP Site Mgr: JONATHAN LARA
WO Description:
Date: June 14, 2013

Subtask A: Equipment Hookup
Subtask B: Startup Activities
Subtask C:
Subtask D:
Subtask E:

Labor Rate	Personnel Category		Totals	Event 4 / Template F4 / A	Event 5 / Template D1 / B	C	D	E
$25.49	ULT		50.0	20.0	30.0	0.0	0.0	0.0
$17.90	ULL		20.0	20.0	0.0	0.0	0.0	0.0
$30.33	MLP		30.0	0.0	30.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
$0.00			0.0	0.0	0.0	0.0	0.0	0.0
	TOTAL HOURS		100.0	40.0	60.0	0.0	0.0	0.0
	1) Bare Labor Cost		$2,542.40	867.80	1,674.60	0.00	0.00	0.00
	2) Project Management (line 1)	15.0%	$381.36	130.17	251.19	0.00	0.00	0.00
	3) Indirect, Overhead, G&A, Fee (lines 1 & 2)	194.0%	$5,672.09	1936.06	3736.03	0.00	0.00	0.00
	4) Total Labor Cost		$8,595.85	2,934.03	5,661.82	0.00	0.00	0.00
	5) Equipment Rental		$0.00	0.00	0.00	0.00	0.00	0.00
	6) Other Direct Costs (lines 1 & 2)	10.0%	$292.38	99.80	192.58	0.00	0.00	0.00
	7) RAConstruct Kitx2/O&M Kitx3		$2,589.10	968.08	1,621.02	0.00	0.00	0.00
	8) CONTRACTOR SUBTOTAL		$11,477.33	4,001.91	7,475.42	0.00	0.00	0.00
	9) Per Diem		$0.00	0.00	0.00	0.00	0.00	0.00
	10) Extra Vehicle		$0.00	0.00	0.00	0.00	0.00	0.00
	11) Personal Protection Equipment		$0.00	0.00	0.00	0.00	0.00	0.00
	12) Other Subcontractors		$0.00	0.00	0.00	0.00	0.00	0.00
	13) Sub Handling Fee (line 12)	10.0%	$0.00	0.00	0.00	0.00	0.00	0.00
	14) Equipment Purchase		$0.00	0.00	0.00	0.00	0.00	0.00
	15) Equip Purchase Fee	10.0%	$0.00	0.00	0.00	0.00	0.00	0.00
	16) SUBCONTRACTOR SUBTOTAL		$0.00	0.00	0.00	0.00	0.00	0.00
	17) TOTAL PRICE (less retainage)		$10,329.60	3,601.72	6,727.88	0.00	0.00	0.00
	18) RETAINAGE	10.0%	$1,147.73	400.19	747.54	0.00	0.00	0.00
	19) TOTAL PRICE (including retainage)		$11,477.33	4,001.91	7,475.42	0.00	0.00	0.00

(Note: Subtask totals do not automatically populate template)

Template-060112-Standard.xlt

Petroleum Cleanup Preapproval Program Services Change Order & Invoice

Work Order #	FAC.ID #	FDEP Contract #	Contractor #	Invoice #	Invoice Date	Cost Center #
2013-93-W4514A	658731630	NA	00176	0	01/00/00	37450404555

Facility Name	Period of Service (PoS)		PoS Extended to	Category/FY/EO
WAKULLA CNTY-SHERIFFS DEPT	01/00/00	to 12/12/14	01/00/00	087868/FY 12-13/JQ

City and County: CRAWFORDVILLE, WAKULLA

Vendor Remit Payment To:

0
0
0
0

FEID # : 59-2989137
Agent : 0
Telephone : -

Bill To:
Florida Dept. of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, M.S. 4575
Tallahassee, Florida 32399-2400

Attn: BPSS Accounting

FDEP/LP Received Date Stamp

	(1) Invoicing Point (y/p/-)	(2) Original Amount	(3) Change Amount	(4) New Total	(5) Previously Invoiced	(6) Due This Invoice	(7) Balance
1	1st Event	$1,173.17	$0.00	$1,173.17	$0.00	$0.00	$1,173.17
2	2nd Event	$11,585.06	$0.00	$11,585.06	$0.00	$0.00	$11,585.06
3	3rd Event	$37,082.87	$0.00	$37,082.87	$0.00	$0.00	$37,082.87
4	4th Event	$3,976.24	$0.00	$3,976.24	$0.00	$0.00	$3,976.24
5	5th Event	$7,144.84	$0.00	$7,144.84	$0.00	$0.00	$7,144.84
6	6th Event	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	Remedial Systems	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8	Final Deliverable	$1,157.21	$0.00	$1,157.21	$0.00	$0.00	$1,157.21
9	Retainage	$6,902.16	$0.00	$6,902.16	$0.00	$0.00	$6,902.16
	Total	$69,021.55	$0.00	$69,021.55	$0.00	$0.00	$69,021.55

Signature by authorized contractor representative affirms that this invoice is submitted in accordance with the Work Order Terms & Conditions and certifies any change request.

Contractor Representative Signature

0
Print Name

STOP CLOCK #1 Date:
Reason:

RESTART CLOCK #1 Date:

FDEP/LP Use Only:

Manual Invoice Corrections (if necessary)

Manual Corrections Made By (print name) :
Approved By (print contractor rep. name) :
Date Approved :
Approval Method (circle one) : phone fax email other

STOP CLOCK #2 Date:
Reason:

RESTART CLOCK #2 Date:

FDEP/LP Use Only:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post audits of any agreements.

Date Complete Invoice Received :
Site Manager Signature Date

Printed Name
Job Title

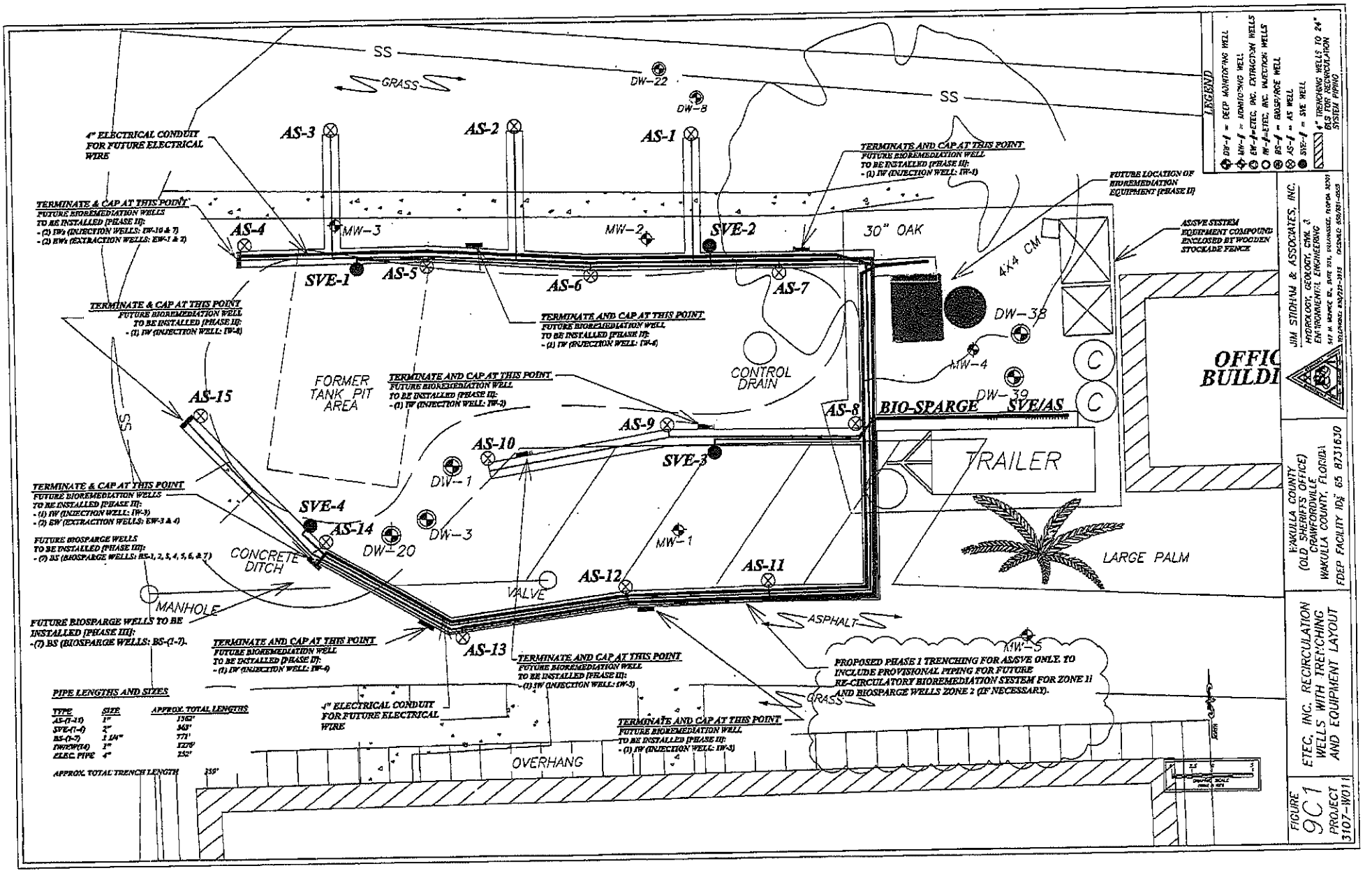
Date Services Rendered :
FDEP Manager Signature Date

Date Services Approved :
Cost Center Administrator Signature Date

Final Invoice : YES NO

Finance & Accounting Received Date

Template-060112-Standard.xlt


SS
GRASS
DW-22
DW-8
AS-3
AS-2
AS-1
4" ELECTRICAL CONDUIT FOR FUTURE ELECTRICAL WIRE
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-1)
FUTURE LOCATION OF BIOREMEDIATION EQUIPMENT (PHASE II)
TERMINATE & CAP AT THIS POINT
FUTURE BIOREMEDIATION WELLS
TO BE INSTALLED (PHASE II):
- (2) IW2 (INJECTION WELLS: IW-10 & 7)
- (2) EW1 (EXTRACTION WELLS: EW-1 & 2)
AS-4
MW-3
MW-2
SVE-2
30" OAK
ASSVE SYSTEM EQUIPMENT COMPOUND ENCLOSED BY WOODEN STOCKADE FENCE
4X4 CM
SVE-1
AS-5
AS-6
AS-7
DW-3B
TERMINATE & CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-6)
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-4)
MW-4
FORMER TANK PIT AREA
CONTROL DRAIN
OFFIC BUILDI
AS-15
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-2)
DW-39
AS-8
BIO-SPARGE
SVE/AS
AS-9
AS-10
SVE-3
TRAILER
DW-1
TERMINATE & CAP AT THIS POINT
FUTURE BIOREMEDIATION WELLS
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-3)
- (2) EW (EXTRACTION WELLS: EW-3 & 4)
SVE-4
AS-14
DW-20
DW-3
MW-1
FUTURE BIOSPARGE WELLS
TO BE INSTALLED (PHASE III):
- (7) BS (BIOSPARGE WELLS: BS-1, 2, 3, 4, 5, 6, & 7)
CONCRETE DITCH
AS-11
LARGE PALM
VALVE
AS-12
MANHOLE
ASPHALT
FUTURE BIOSPARGE WELLS TO BE INSTALLED (PHASE III):
-(7) BS (BIOSPARGE WELLS: BS-(1-7).
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-5)
AS-13
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-5)
PROPOSED PHASE 1 TRENCHING FOR ASSVE ONLY. TO INCLUDE PROVISIONAL PIPING FOR FUTURE RE-CIRCULATORY BIOREMEDIATION SYSTEM FOR ZONE 1 AND BIOSPARGE WELLS ZONE 2 (IF NECESSARY).
PIPE LENGTHS AND SIZES
TYPE SIZE APPROX. TOTAL LENGTHS
AS-(1-15) 1" 1562'
SVE-(1-4) 2" 343'
BS-(1-7) 1 1/4" 771'
IW/EW(1-4) 2" 1278'
ELEC. PIPE 4" 252'
APPROX. TOTAL TRENCH LENGTH 339'
4" ELECTRICAL CONDUIT FOR FUTURE ELECTRICAL WIRE
TERMINATE AND CAP AT THIS POINT
FUTURE BIOREMEDIATION WELL
TO BE INSTALLED (PHASE II):
- (1) IW (INJECTION WELL: IW-3)
GRASS
OVERHANG
LEGEND
DW-# = DEEP MONITORING WELL
MW-# = MONITORING WELL
EW-#=ETEC, INC. EXTRACTION WELLS
IW-#=ETEC, INC. INJECTION WELLS
BS-# = BIOSPARGE WELL
AS-# = AS WELL
SVE-# = SVE WELL
4" TRENCHING WELLS TO 24" BGS FOR PIPING INSULATION SYSTEM PIPING
JIM STIDHAM & ASSOCIATES, INC.
HYDROLOGY, GEOLOGY, ENVIRONMENTAL ENGINEERING
WAKULLA COUNTY (OLD SHERIFFS OFFICE) CRAWFORDVILLE WAKULLA COUNTY, FLORIDA
FDEP FACILITY ID# 65 8731630
ETEC, INC. RECIRCULATION WELLS WITH TRENCHING AND EQUIPMENT LAYOUT
FIGURE 9C1
PROJECT 3107-W011

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

Mr. Scott Sigler, P.G.
Jim Stidham & Associates, Inc.
P. O. Box 3547
Tallahassee, FL 32315-3547

Subject: Work Order Notification
Wakulla County Sheriff's Department
29 Arran Road
Crawfordville, Wakulla County
FDEP Facility ID# 658731630
Discharge Date: January 24, 1992 (PCPP)
Work Order # 2013-93-W4514A

Dear Mr. Sigler:

Enclosed please find the preapproval work order for the Remedial Action Construction activities. **Please note that the work order is double-sided.** Remember that you may not initiate this work until the signed work order has been returned to the Florida Department of Environmental Protection (FDEP). The original and one copy (retaining a copy for your records) of the executed work order (without this cover letter) must be returned to the FDEP, in care of Joanie Diestelhorst at the letterhead address, Mail Station 4530 within 45 days of the date of this cover letter. Failure to do so may result in cancellation of the work order.

Persons responsible for conducting field activities associated with the work order are required to notify the FDEP (preferably by e-mail) at least seven days prior to beginning work on site.

If contamination is discovered beyond property boundaries during the implementation of this work order, at a property where it had not been identified before, the FDEP Site Manager must be notified as soon as possible after the analytical results are received.

If you should have any questions, please contact me at (850) 245-8908 or at the letterhead address, Mail Station 4530.

Sincerely,

Jonathan Lara
Environmental Specialist III
Petroleum Cleanup Section 3
Bureau of Petroleum Storage Systems
Jonathan.Lara@dep.state.fl.us

Enclosure (Work Order)

cc: Wakulla County Board of County Commissioners, 3093 Crawfordville Hwy, Crawfordville, FL 32327
File

EXHIBIT B
TO THE FDEP & Wakulla County Board of Commissioners, PETROLEUM CLEANUP PROGRAM
FUNDING CAP TRANSITION AGREEMENT FOR REMEDIATION EQUIPMENT AT
Wakulla County Sheriff's Department – Discharge Date: January 24, 1992

The FDEP and Wakulla County Board of Commissioners (Owner/Responsible Party [RP]), acknowledge that there will be a remediation system located 29 Arran Road, Crawfordville, Wakulla County, Florida for the purpose of remediating the above referenced discharge.

The remediation system consists primarily of an Air Sparge, Soil Vapor Extraction system (FDEP Property# 115072) and a Carbon Vessel (FDEP Property# 123553) along with associated piping, fencing and other components (equipment).

The equipment was purchased, in whole or in part, with funds from the Inland Protection Trust Fund (IPTF) pursuant to Subsection 376.3071(4) and Section 376.20711, Florida Statutes (F.S.). The purpose of the equipment is to clean up the above referenced petroleum contamination discharge that is eligible for State-funded cleanup.

The purpose of the IPTF and associated eligibility programs is to promptly investigate, assess, remediate and restore contaminated sites in an efficient and cost-effective manner. See Subsections 376.3071(2) and (4), F.S.

Due to the State funding cap, the discharge, which is eligible for State funding, has neither been fully remediated nor has the property been restored to the conditions that existed prior to the activities associated with the assessment and remediation of this discharge.

It is in the best interest of the State of Florida and the RP that the remediation equipment continues to be used to remediate the discharge. It is in the best interest of the State that the RP take over full possession and ownership of the equipment. For State-owned equipment that was purchased prior to the attached Work Order, the acquisition/transfer fee payable directly to the FDEP shall be based on the current market value (if any) using a 5-year useful life from the date of installation prorated at a 20% reduction in the purchase price at system installation and startup followed by a reduction of 16% per year (1.33% per month) of use thereafter for the next 5 years. If the RP paid a percentage of the original remediation equipment cost, then the acquisition/transfer fee shall be further prorated accordingly. For new remediation equipment that is included in the attached Work Order, the acquisition/transfer fee described above shall be calculated only on the FDEP's share of the equipment cost.

The FDEP hereby transfers responsibility for and ownership of the equipment where is and as is, and further makes no warranties, expressed or implied, as to the effectiveness, fitness to remediate the discharge, or merchantability of the equipment.

Any and all utilities (electric, water, etc.) necessary for the operation of the equipment currently maintained by the FDEP will be transferred from the FDEP to the RP. The RP shall ensure that the equipment is ultimately properly removed and disposed of in accordance with all applicable local, state and federal laws and regulations.

The RP hereby accepts possession of the equipment, including all responsibility and liability for the equipment.

Chief, BPSS signature & date	RP signature & date

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 5, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Luis N. Serna, AICP, Director, Planning and Community Development Somer Strickland, Planner
Subject:	Application for Variance V13-01-Progress Energy Substation Florida Power Corporation, Owner/Tom Kilgore, Agent

Statement of Issue:
This agenda item provides the Board with an Application for Variance to construct a utility substation with impacts to wetlands and wetland buffers and providing for a mitigation plan.

Background:
This application requests approval for a variance to construct a utility substation for Progress Energy with impacts to wetlands and wetland buffers and providing for a mitigation plan. The Subject Property currently contains 14.4+/- acres and is located on the south side of Coastal Highway, east of Port Leon Drive and adjoining the recently constructed utility substation (Attachment 1).

Technical Review Committee (TRC): On November 17, 2011, the request was reviewed by the Technical Review Committee. Additional items were required to complete the file. All required documents were submitted.

Planning Commission: On June 10, 2013, the Planning Commission considered the request and voted unanimously to recommend approval.

Analysis:

Comprehensive Plan: The Future Land Use Map (FLUM) designation for the property is Agriculture. Agriculture allows for nonresidential development not exceeding a Floor Area Ratio (FAR) of 0.05 (Attachment 2).

Land Development Code: The zoning district for the property is AG (Agriculture). Section 6-25, of the Land Development Code, allows utilities to be placed within any zoning district upon recommendation of the Planning Commission and approval of the Board of County Commissioners (Attachment 3).

Site Conditions:

The FEMA flood zone designation for the property is "B". Zone "B" is an area between the limits of the 500-year floodplain and 100-year floodplain.

Currently, the Subject Property is vacant and wooded. Jurisdictional wetlands exist on-site which have been delineated. The proposed development requests 0.11 acres of direct impacts to wetlands, while 0.02 acres will consist of secondary impacts. Further, the request includes disturbance of various areas of wetland buffers. In order to mitigate for the proposed impacts, the Applicant has provided a mitigation plan which includes the purchase of mitigation banking credits from the St. Marks Mitigation Bank (Attachment 4). It should also be noted that the Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) have both issued permits for the proposed impacts (Attachment 5).

The total impervious surface area will be 291,852 square feet. Stormwater will be contained on-site (Attachment 6).

Staff completed a site visit on June 24, 2013 (Attachment 7).

Adjacent Parcels:

Abutting parcels are also zoned AG (Agriculture) (Attachment 8).

Compatibility:

The AG zoning district is consistent with the Comprehensive Plan's Future Land Use Map designation.

Policy 4.1 of the Conservation Element in the Comprehensive Plan provides standards for developments involving disturbance of wetlands and required buffers (Attachment 9). Further, Chapter 32.012 of the *Wakulla County Code* provides standards for mitigation of adverse impacts to wetlands (Attachment 10). The Applicant has provided documentation that demonstrates these standards have been met through the mitigation plan provided.

It should also be noted that Section 32.009(a)(2) of the *Wakulla County Code* provides that the Board of County Commissioners may grant a variance for utilities not otherwise authorized as an allowable use or conditional use within wetlands, other surface waters or buffers (Attachment 11).

Public Notification:

This request has been noticed and advertised in accordance with the

provisions of the Wakulla County Code. The Planning and Community Development Department also posted a sign on the property indicating the site plan request. To date, the Planning Department has not received any written responses to the notice.

The advertisement for this public hearing appeared in the Tallahassee Democrat on May 24, 2013 (Attachment 12).

Options:

1. Approve to conduct the final Public Hearing and approve the Application for Variance V13-01, based upon the recommendation of the Planning Commission and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.

2. Approve to conduct the final Public Hearing and deny the Application for Variance V13-01, based on the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.

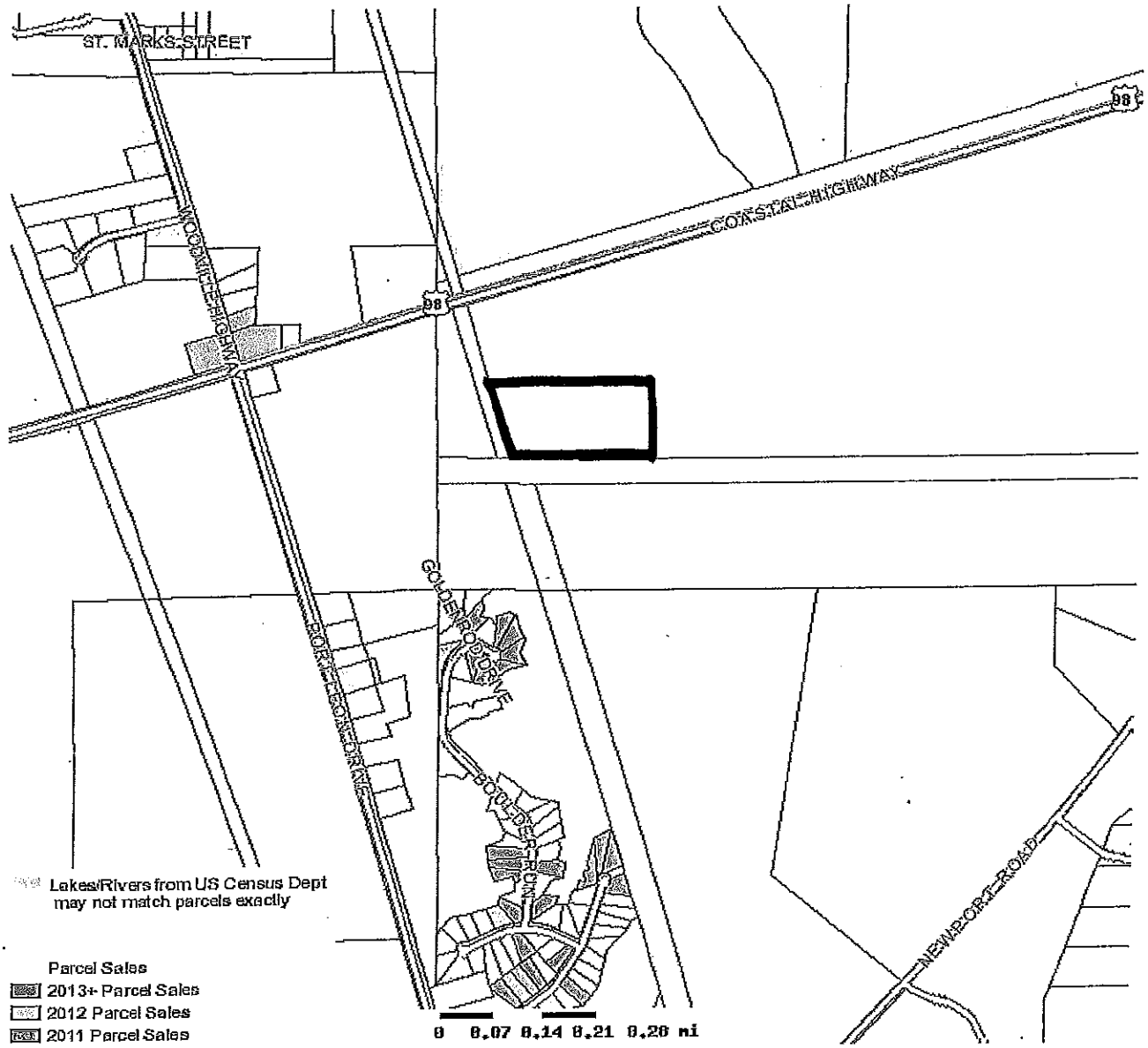
3. Board Direction.

Recommendation:

Option 1. Staff recommends approval of the Application for Variance V13-01.

Attachment(s):

1. Location Map
2. FLUE Policy 1.2.2
3. Section 6-25, LDC
4. Mitigation Plan
5. FDEP & ACOE Permit
6. Site Plan
7. Site Photos
8. Zoning Map
9. Policy 4.1, Conservation Element
10. Chapter 32.012, WCC
11. Chapter 32.009, WCC
12. Advertisement



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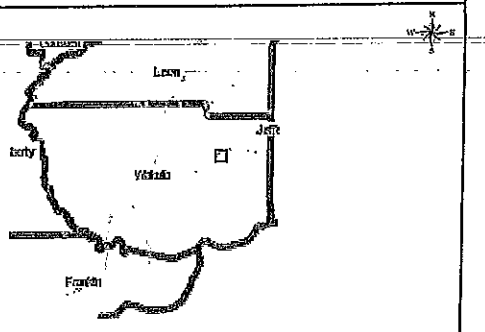

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ATTACHMENT 10
PAGE 1 OF 23

Sec. 32.012. - Mitigation.

(a) Mitigation of adverse impacts shall compensate for natural resource losses, whether on- or off-site, through one of more of the following options as determined by the county: (1) the creation of wetlands or other surface waters; (2) the enhancement and/or restoration of the hydrology of wetlands or other surface waters which have been altered or drained; (3) the preservation of wetlands or other surface waters; or (4) the purchase of mitigation banking credits, subject to paragraph (d) of this section. The mitigation shall provide the same wetland type and function and be located, if possible, within the same hydrologic basin within Wakulla County as the wetland that is destroyed or degraded.

(b) A mitigation plan shall provide details of the developer's intended mitigation activities, as provided in paragraph (a) above, to compensate for the adverse impacts to wetlands or other surface waters. The mitigation plan shall include provisions for the replacement of the functional values of the adversely impacted wetland or other surface water. The amount of mitigation shall be assessed using the Uniform Mitigation Assessment Method in F.S. § 373.414(18), and Fla. Admin. Code, ch. 62-345.

(c) A mitigation plan shall comply with all federal, state, and local laws and regulations. The mitigation plan will specify the mitigation activities to be conducted, criteria by which success will be measured, maintenance requirements, a monitoring plan covering an appropriate period of time based on the type of mitigation required, and bonding requirements, to assure and document these success criteria.

(d) While not preferred, adverse impacts of development can be offset through the utilization of mitigation credits from a permitted mitigation bank with a mitigation service area that includes Wakulla County, in accordance with Chapter 373, Part IV, Florida Statutes, when the planning department determines that other forms of mitigation would be impractical or unfeasible, or would have a low likelihood of success. In determining whether mitigation banking shall be allowed, the following criteria shall be considered:

(1) Whether mitigation banking will result in the replacement of the functional values of wetlands or other surface waters within Wakulla County.

(2) Whether other forms of mitigation are not expected to have comparable long-term viability due to such factors as unsuitable hydrologic conditions or ecologically incompatible existing adjacent land uses or future land uses identified in the comprehensive plan.

(3) Whether mitigation banking would provide greater improvement in ecological value than other forms of mitigation.

(4) Whether other forms of mitigation will be able to employ the same vegetation and produce the same wetland type as the wetland which will be adversely impacted.

(e) A mitigation plan shall be approved by the planning department prior to submission of an application for a conditional use or variance to the planning and zoning commission or the board of county commissioners. All bonding requirements shall be satisfied before issuance of a building permit or other development order.

(f) To satisfy the bonding requirements imposed by this section, a developer subject to a mitigation plan shall secure a certificate of bond from the Wakulla County Clerk of Court stating that a bond is available to the county and has been posted in an amount equal to at least 125 percent of the amount required to complete the required mitigation plan, provided at the developer's expense. The amount required to complete the mitigation plan shall be

ATTACHMENT 10
PAGE 2 OF 2

calculated utilizing quotes obtained by the developer from vendors who will provide the necessary materials and services to complete the required mitigation plan.

(g) The county shall be authorized to conduct periodic investigations to determine compliance with a mitigation plan and to monitor the progress of the plan. If at any time, the planning department determines that an approved mitigation plan is or will be unsuccessful, the developer shall be required to modify and/or extend the plan to ensure that success is achieved.

(h) At the end of the monitoring period in a mitigation plan, or, if the plan includes distinct phases, at the end of a phase, the developer shall apply to the planning department for a determination of success, at which time, the planning department shall review the mitigation plan and conduct an inspection to determine whether the mitigation meets the success criteria. If the developer has met the success criteria for a mitigation plan, or, if the plan includes distinct phases, any phase of the plan, the planning department shall release the bond or the portion of the bond associated with the successful phase.

(i) If a developer subject to an approved mitigation plan fails to comply with the requirements of the plan, such failure shall constitute a violation of this chapter.

(Ord. No. 2010-16, art. II(12), 8-16-2010)

ATTACHMENT 11
PAGE 1 OF 1

Sec. 32.009. - Variances.

(a) The Wakulla County Board of County Commissioners may grant a variance for the following:

(1) The development of residential and non-residential properties within Buffer Zone Two if a failure to allow such development will deprive the developer of substantially all economic and beneficial use of the property, and so long as such development is consistent with other provisions of the Wakulla County Code of Ordinances, the Land Development Code, and the comprehensive plan.

(2) New roads or utilities not otherwise authorized as an allowable or a conditional use located within wetlands or other surface waters or buffers.

(3) Boat ramps which do not meet the design standards set forth in section 32.010 of this chapter.

(4) A reduction or modification of the minimum buildable area requirement provided in section 32.010(a).

(b) Applications for a variance shall be filed with the planning department and processed in the manner provided in Section 3-22, of the Wakulla County Land Development Code, along with a proposed plan demonstrating that impacts to wetlands or other surface waters have been minimized to the maximum extent possible.

(c) Once the developer has demonstrated adequate minimization of unavoidable adverse impacts as determined by the planning department, the developer shall develop a mitigation plan in cooperation with the planning department which complies with the requirements of section 32.012 of this chapter.

(d) The planning department shall submit the application and mitigation plan to the Wakulla County Technical Review Committee, at which time the application and mitigation plan shall be reviewed for comments and for consistency with the comprehensive plan and the Land Development Code. It shall then be forwarded by the planning department to the planning and zoning commission.

(e) The planning and zoning commission shall consider the application and mitigation plan for consistency with the comprehensive plan and shall make a recommendation to the Wakulla County Board of County Commissioners for approval or denial of the variance and the mitigation plan.

(f) The Wakulla County Board of County Commissioners shall consider both the comments from the technical review committee and the recommendation from the planning and zoning commission prior to approving, approving with conditions, or denying an application for a variance and mitigation plan.

(g) In the event approval of an application for a variance will have adverse impacts on a wetland or other surface water as determined by the planning department and the technical review committee, such variance shall require mitigation.

(Ord. No. 2010-16, art. II(9), 8-16-2010)

Management Practices" (Florida Department of Agriculture and Consumer Services, Division of Forestry).

4) Special Development Standards

(a) All development shall, in addition to meeting the standards of the Comprehensive Plan, meet the standards of any applicable land management plan of any agency responsible for the property in question.

1.2.2. Agriculture (Primary Agriculture):

1)Description - This designation is designed to address large scale timber industry and/or farming activities on privately owned property, along with limited non-agricultural uses.

2) Permitted/Prohibited Uses

(a) Forestry and agricultural uses and processing activities shall be permitted (including ancillary processing uses such as sawmills.)

(b) Residential uses shall only be permitted at very low densities or as an accessory use to a permitted resource management use, such as housing for forestry workers or managers.

(c) Public uses including schools shall be permitted in this designation. Public land uses may be permitted within this land use designation subject to staff review, public hearing, and approval process if compatible and consistent with the land use designation and established as a Conditional Use in the Wakulla County Land Development Code.

(d) Areas lying contiguous to Urban Service Areas and/or private ownership may be developed as PUD's so as to protect the environmentally sensitive areas. The density and intensity shall be based on the land use designation contiguous to it. Density transfer within a PUD shall not exceed the overall "density to acreage" provisions of the overlying FLUM land use designations.

3)Density/Intensity Limitations

(a) Overall residential density shall not exceed one (1) unit per twenty (20) acres.

(b) Non-residential uses shall not exceed a floor-area ratio (FAR) of 0.05.

(c) In calculating residential density areas which are habitats for threatened or endangered species, the density shall be maintained at the residential land use density for that land use classification. Actual development shall be addressed by transfer of density in the land development codes. (see PUD provisions)

(d) In calculating residential density areas which are in wetlands, overall density shall be permitted at one unit per forty (40) acres. (See Density Clustering Provisions)

4) Special Development Standards

(a) Residential development shall be arranged so as to utilize a limited number of access

points from arterial or collector roads and so as to reduce the visibility of the development from such roads to the maximum extent feasible.

1.2.3. Rural-1 (Agriculture/Rural Fringe):

1) Description - This is a more conventional agriculture and low density residential designation designed to provide for general agricultural and forestry activities along with limited residential and non-residential use or service uses in the outlying areas which are not expected to become urban during the planning period.

2) Permitted/Prohibited Uses

(a) Agricultural and forestry activities, along with accessory uses, shall be permitted

(b) Residential development at very low densities shall be permitted and shall be limited to development not relying on future extension of urban services.

(c) Public uses including schools shall be permitted in this designation. Public land uses may be permitted within this land use designation subject to staff review, public hearing, and approval process if compatible and consistent with the land use designation and established as a Conditional Use in the Wakulla County Land Development Code.

3) Density/intensity Limitations

(a) Non-residential uses shall not exceed a floor-area ratio (FAR) of 0.05.

Overall residential density may be permitted at densities up to one unit per five (5) acres on paved County or state roadways, or one (1) dwelling unit to ten (10) acres on unpaved roadways. The actual density permitted shall be based on access, as follows:

Where average lot sizes (exclusive of open space in cluster of PUD developments) are greater than five (5) acres but less than ten (10) acres, each lot shall have frontage on a paved road or on a private road meeting the standards of the Traffic Circulation Element Policy 2.3.

Where average lot size (exclusive of open space in cluster or PUD developments) are ten (10) acres or more, unpaved access shall be provided.

(b) In calculating residential density, areas which are habitats for threatened or endangered species, the density shall be maintained at the residential land use density for that land use classification. Actual development shall be addressed by transfer of density in the Land Development Code.

(c) In calculating residential density, areas which are in wetlands, the density shall be permitted at an overall density of one unit per twenty (20) acres.

(d) In all cases, the gross density of a subdivision shall not exceed one (1) dwelling unit to five (5) acres.

4) Special Development Standards

ATTACHMENT 3
PAGE 1 OF 2

Sec. 5-25. - AG Agricultural District regulations.

(1) *District intent.* The provisions of this district are primarily intended to protect areas that are suitable for agricultural operations, to prevent the misuse of prime agricultural lands and to accommodate nonagricultural uses that do not conflict with or limit the primary intent of this district. This zoning district is consistent with the agricultural land use category identified in the comprehensive plan.

(2) *Principal uses.*

1. Agricultural production, crops and livestock.
2. Crop services.
3. Fishing, hunting and trapping.
4. Forestry.
5. Foster homes.
6. Landscape and horticultural services.
7. Livestock and agricultural equipment barns.
8. Mobile homes.
9. Single-family dwellings.
10. Soil preparation services.

(3) *Conditional uses.*

1. Airports and airstrips.
2. Borrow pits.
3. Cemeteries.
4. Churches.
5. Pet kennels.
6. Public and private recreation facilities.
7. Sanitary landfill.
8. Schools.
9. Veterinary clinics or hospitals.

(4) *Development standards.*

(a) *Minimum lot size.*

(1) Area: five acres.

(2) Width: 150 feet.

(3) Depth: N/A.

(b) *Minimum building setbacks.*

(1) Applicable side.

(i) Front: 50 feet.

(ii) Rear: 40 feet.

(iii) Side: 15 feet.

(iv) Side street: 20 feet.

(2) Building setbacks for residential use on platted lots (recorded or unrecorded subdivisions). Residential dwellings proposed on agriculture zoned lots may be reviewed by the zoning official for a determination of applicable setback

standards. Where platted lots (recorded or unrecorded subdivisions) exist within agriculture zoning districts are proposed for residential development, the zoning official may determine that the minimum residential setbacks of front 25 feet, rear 15 feet, side eight feet, and side street 20 feet, may be applied from the property lines. In the course of review, the zoning official shall use best available information to determine compatibility and consistency with existing development trends and the character and nature of an area's uses, and other pertinent information relevant to a development permit application that is otherwise consistent with the county comprehensive plan and land development codes. An appeal of a zoning official's determination shall be pursuant to section 3-23 of this LDC.

(3) Additional setback standards when adjacent to water bodies in section 6-16 of this LDC.

(c) *Maximum building restrictions.*

(1) Coverage: N/A.

(2) Height: 35 feet.

(3) Density*: one per five acres.

***Note**—Dwelling units per acre.

(Ord. No. 85-4, 7-23-1985; Ord. No. 93-25, 11-15-1993; Ord. No. 2000-34, § 1(a), 11-20-2000; Ord. No. 11-39, § 1, 12-5-2011)

***Cross reference**— Roadside stand in AG district, § 6-1(5).*

ST. MARKS EAST TRANSMISSION SUBSTATION PROJECT
WAKULLA COUNTY, FLORIDA
MITIGATION PLAN

1.0 PROJECT LOCATION

The St. Marks East Transmission Substation Construction Project Footprint (10.93-acres), is located in Section 26, Township 3 South, and Range 1 East; in Wakulla County, Florida (Quad Map). More specifically, this proposed substation construction site is located north of Newport Road, east of Port Leon Drive, west of Moriah Creek, and south of Coastal Highway U.S. 98 (Location Map).

2.0 PROJECT DESCRIPTION

Florida Power Corporation d/b/a Progress Energy Florida, Inc. is proposing to construct the St. Marks East Transmission Substation (10.93-acre project area) within the 14.4 acre-parcel. The substation will have a paved entry and exit driveway, a granite rock pad, boundary fence and a series of transformers. The wetlands within the proposed substation construction footprint are identified on the enclosed Wetland Map, Environmental Drawing and described in Table 1. A total of three wetlands have been identified on the site. A small portion of the substation pad and boundary fence will be constructed in wetland areas for a total fill discharge of 0.11 acre. The access driveway will avoid wetlands. No additional discharge of dredged or permanent fill material is proposed; therefore, the project will have a minimal adverse effect on wetlands. A total of 0.11 acre of herbaceous wetlands will be permanently impacted to construct the substation.

3.0 WETLAND DELINEATION

A wetland delineation was conducted by Flatwoods Cc sulting Group on the St. Marks East Transmission Substation Construction Project in September 2012. Wetland limits were determined in accordance with The Florida Wetlands Delineation Manual (Chapter 62-340, F.A.C.) suitable for submittal to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, 2008 Supplement. The methods emphasize that wetland determinations are based on the identification of specific hydrologic requirements, including presence of hydric soils, a dominance of vegetation suited hydric (periodic, continuous, or saturated) soil conditions, and indications of hydrologic conditions such as inundation, moss collars, presence of muck soils, or other hydric indicators. FDEP staff (Brad Richardson) field reviewed the wetland delineation on January 30, 2013. The wetlands shown in the application represent the FDEP-approved wetland limits.

In addition to establishing the wetland boundaries, each wetland was evaluated to determine if it is within the Rivers and Harbors Act jurisdiction or Clean Water Act jurisdiction based on the 40 CFR 230.3 (2) definition of "*Waters of the United States*". In addition, USACE Approved Wetland Determination Forms were completed for all wetlands within the St. Marks East Transmission Substation Construction Project workspace as per the direction of the USACE Regulatory Guidance Letter (RGL) No. 08-02 (Data Forms).

4.0 WETLAND DESCRIPTION

A total of 0.61± acre of jurisdictional area (3 Wetlands) are located on the site (Wetland Map and Environmental Drawing). A qualitative description of the wetlands is presented below and in Table 1. The qualitative description of each wetland includes hydrologic indicators used to determine limits of the wetland and a discussion of the wetlands classification as USACE jurisdictional or non-jurisdictional.

Wetland Hardwood Forest (FLUCCS 610)

This forested wetland (Wetland PA) is characterized by dominant canopy species such as laurel oak (*Quercus laurifolia*), dahoon holly (*Ilex cassine*) and red maple (*Acer rubrum*). Ground cover is sparse and is predominantly leaf debris. This wetland is steep-sided (approximately 4 feet) and appears to hold water (See Attached Photograph). Observed indicators of wetland hydrology included the hummocking and stain lines. Because of the hydrological connectivity of this wetland to offsite wetlands and ditches ultimately connecting to the St. Marks River, it is considered to be within the USACE Clean Water Act jurisdiction.

Wet Prairie (FLUCCS 643)

These non-forested wetlands (Wetland PB and PC) is dominated by short herbs and grass species. Dominant species include St. John's wort (*Hypericum fasciculatum*), corkwood (*Stillingia aquatica*) and yellow-eyed grass (*Xyris* sp.). Other species included broomsedge (*Andropogon glomeratus*), plume grass (*Erianthus brevibarbis*), various beakrushes (*Rhynchospora* spp.), blackberry (*Rubus trivialis*), sawgrass (*Cladium jamaicense*), and marsh fleabane (*Pluchea rosea*). Shrubby or sapling species scattered throughout these wetlands include red maple (*Acer rubrum*) and sweetgum (*Liquidambar styraciflua*). While the canopy stratum is absent within the substation footprint, dominant canopy and shrub species immediately adjacent to the substation footprint assisted in determining the jurisdictional wetland limits (See Attached Photographs). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting. Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River, and because of this hydrological connectivity with a traditional navigable body of water, it is considered to be within the USACE Clean Water Act jurisdiction. The remaining prairie on site wetland (PB) is considered isolated and not within the USACE jurisdiction. Further, Wetland CE falls outside of the project limits to the south and is not included in the wetland map.

5.0 WETLAND IMPACT DESCRIPTION

The following section discusses the proposed actions and sequencing of work proposed for the St. Marks East Transmission Substation Construction Project. The proposed project includes permanent impacts to one wetland, Wetland PC, for the construction of the St. Marks East Transmission Substation. The total permanent impact is 0.11 acre of fill to construct the substation. Wetlands PA and PB will not be impacted. The initial work will involve the installation of silt fence around the project workspace. A security fence will be installed around the substation footprint.

The security fence will be installed within a small portion of Wetland PC, an herbaceous wetland system, and within the Wetland PC upland buffer. Trees (mainly planted pines) within the new substation footprint will be cut and removed (See Attached Photograph).

A secondary impact (25 feet) to the remaining portion of Wetland PC will occur. The secondary impact is 0.02 acre. Secondary impacts to the habitat functions of wetlands PA and PB are not proposed. The site plan includes buffers, with a minimum width of 15 feet and an average width of 25 feet, abutting wetlands PA and PC (In Accordance with Section 10.2.7 Secondary Impacts in the FDEP Northwest Florida Environmental Resource Permit Handbook). Buffers will remain in an undisturbed condition, except for drainage features such as swales. No suitable listed species nesting, denning, or critically important feeding habitat is within this site or buffers.

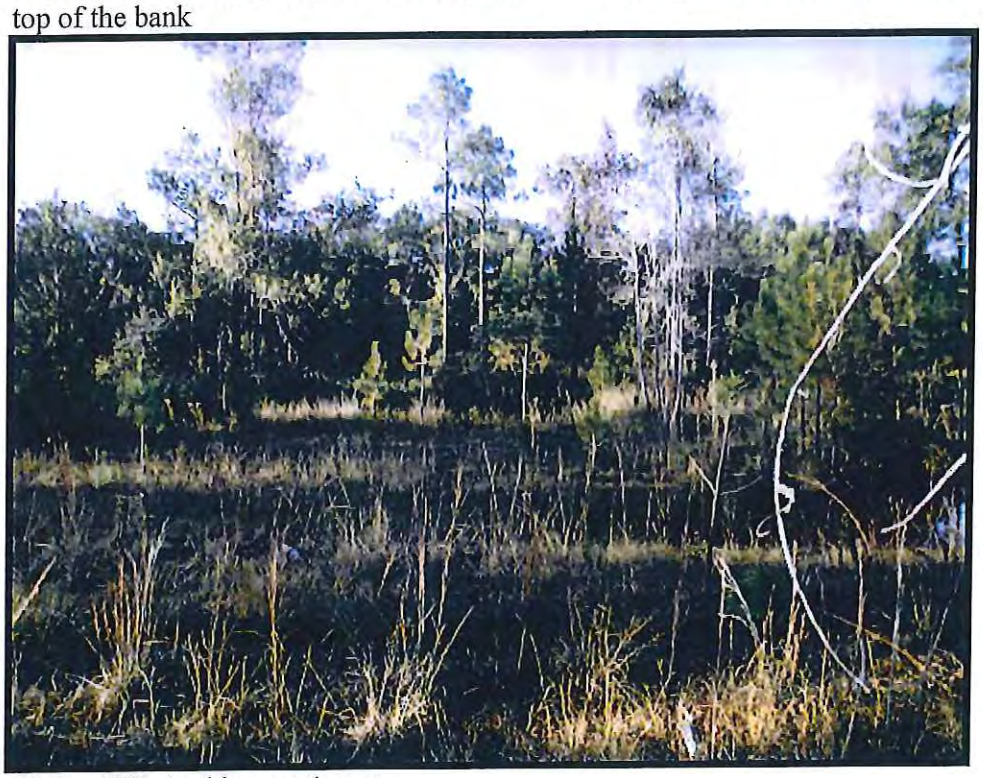
6.0 AVOIDANCE AND MINIMIZATION

Overall, the applicant has designed the project to have a minimal adverse effect on the wetland resources. The proposed project avoids most of the wetlands on the site. The substation pad is placed in the eastern portion of the site to avoid impacts to wetlands PA and PB. The access driveway avoids impacts to wetlands PA and PB and is positioned to avoid secondary impacts to the wetland buffers. The only wetland impact (0.11 acre to wetland PC) is unavoidable for the safe design of the substation footprint and security fence. Sedimentation and erosion control will be installed and maintained during construction.

7.0 MITIGATION

A Unified Mitigation Assessment Method (UMAM) analysis was conducted for the project (see attached UMAM sheets). A UMAM functional loss score was calculated for the permanent wetland impact (substation construction) to south edge of Wetland PC. The total UMAM functional loss score is -0.081 for the 0.11 acre of permanent impact. A UMAM functional loss score was calculated for the secondary wetland impact (substation construction) to a portion of Wetland PC. The total UMAM functional loss score is -0.0013 for the 0.02 acre of secondary impact. To compensate for the wetland loss, Progress Energy Florida, Inc. will purchase a total of 0.10 mitigation credits from the St. Marks Mitigation Bank (SMMB). The St. Marks Mitigation Bank (SMMB) is an FDEP and USACE-approved FDEP mitigation bank and has the correct type and quantity of credits available to offset the project impacts. FDEP staff (Brad Richardson) field reviewed the UMAM analysis on January 30, 2013. The above referenced scores represent the FDEP-approved UMAM.

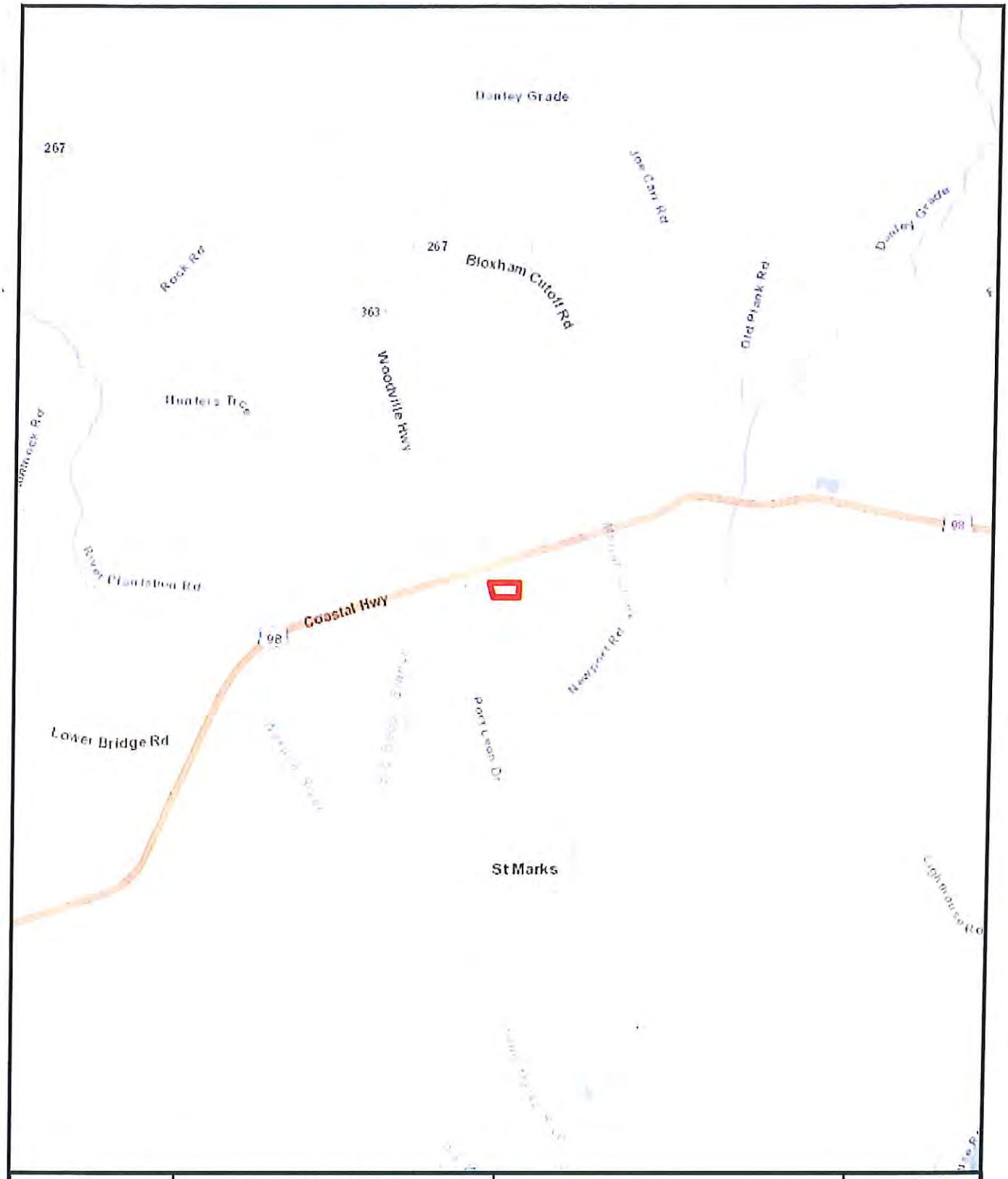
Wetland PA: looking west at the steep-sided banks, approximately 4 feet to the top of the bank



Wetland PB: looking northwest

Wetland PC: looking north toward the property boundary

Planted Pine: Typical view of the upland within substation parcel



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1 in = 1 miles

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Project Boundary

Source: ESRI World Streetmap

N W E S

LOCATION MAP

P:\0001PEF\005-St. Marks Substation\GIS\LOCATION

SECTION	TOWNSHIP	RANGE
26	3S	1E

Feet
0 2,000
1 in = 2,000 feet

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Project Boundary

Source: USGS Topo Quad

N W E S

QUAD MAP

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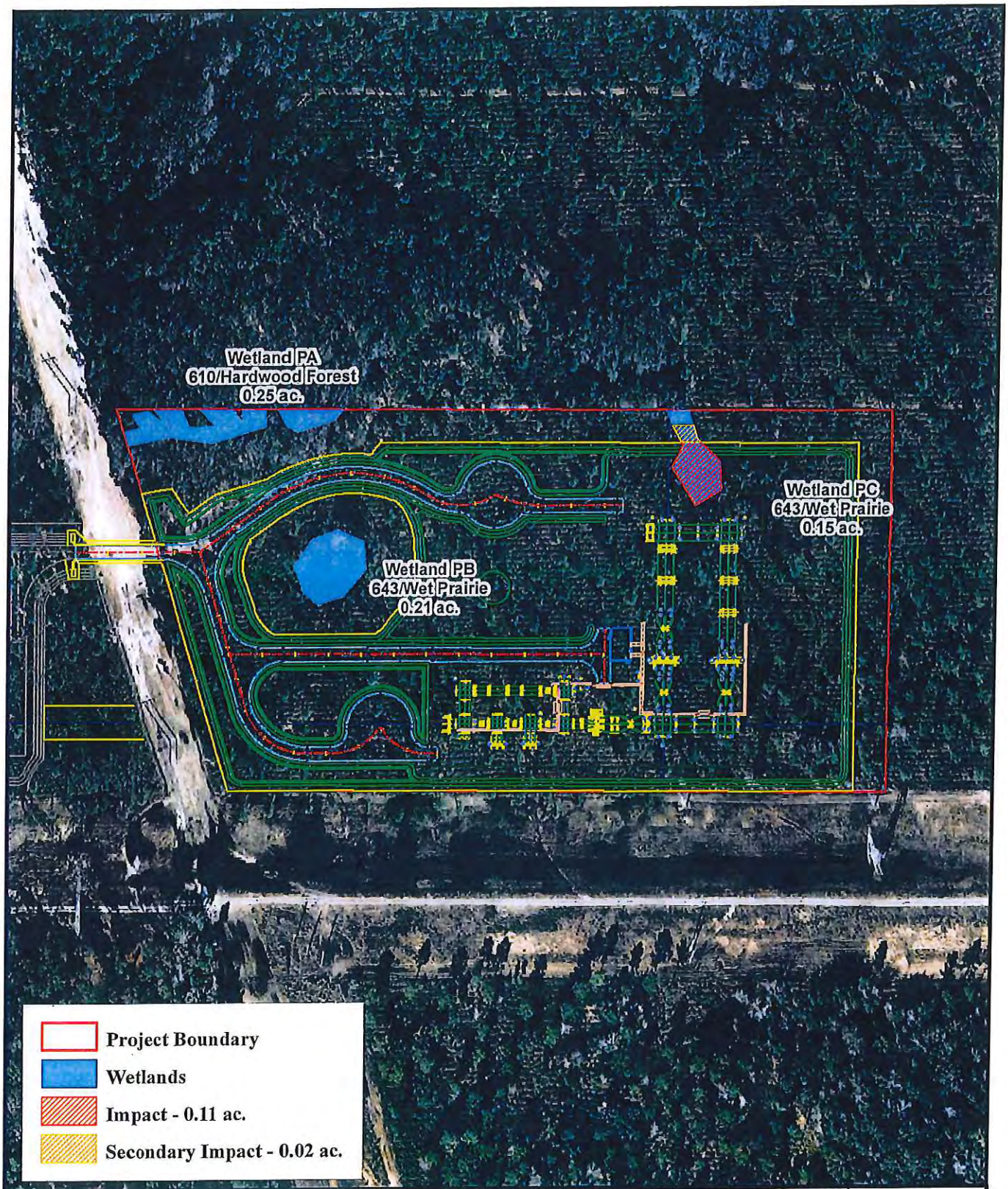

Feet
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1 in = 200 feet

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Source: 2010 Imagery

N
W E
S

SITE PLAN MAP

P:\0001PEF\005-St. Marks Substation\GIS\SOILS

UMAM Functional Gain vs. Functional Loss Summary

Project Summary for: St Marks Substation
Application Number:

Impact	Acres	Functional Loss	Functional Gain
	0.13	-0.08	
Mitigation			
SMMB Mitigation Bank	0.10		0.10
Total Phase Functional Lift		**0.02**	

PART I - Qualitative Description (See Section 62-345.400, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:	
St Marks Substation		Wetland PC	
FLUCCs Code:	**Further Classification:**	**Impact or Mitigation Site?**	**Assessment Area Size (ac):**
643	Wet Prairie	Impact	0.1100
Basin/Watershed Name/Number:	**Affected Waterbody (Class):**	**Special Classificatio** (i.e. OFW, AP, other local/state/federal designation of importance)	
St Marks	Class III		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Wetland PC is hydrologically connected to the St. Marks River (OFW).

Assessment Area Description:

This wet prairie consists of plume grass (Erianthus brevibarbis), St. John's wort (Hypericum fasiculatum), and sawgrass (Cladium jamaicense). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting.

Significant Nearby Features:	Uniqueness (considering the relative rarity in relation to the regional landscape.)
St. Marks River is severeal mile to the east of the site	Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River (OFW).
Functions:	**Mitigation for previous permit/other historic use:**
Possible wading bird foraging and amphibian breeding. Flood conveyance and storage.	No
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	**Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area):**
Possible wading bird foraging and amphibian breeding.	Possible usage as foraging habitat by various State listed (SSC) wading birds. Also possible usage by the Florida black bear (T)

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.)

None

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
LMW/MTP	08-Jan-2013

PART II - Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
St Marks Substation		Wetland PC

Impact or Mitigation	Assessment conducted by:	Assessment Date:
Impact	LMW/MTP	08-Jan-2013

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type if wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(7)(a) Location and Landscape Support	Surrounded largely by actively logged pine plantation. Hydrologic connection to Forested WL PA to the west impeded slightly. Habitat availability outside AA optimal for most but not all species of wildlife in Pt. I. Cover of invasive/exotic spp. is minimal, minimal adverse effect on functions of AA. Hydrologic/flow impediments limit AA from providing benefits downstream, such benefits provided rarely or at greatly reduced levels compared to optimal conditions. Discharges from AA provide minimal benefits to downstream areas, which could be altered if quality/quantity were altered. Area Land Uses have significant adverse impacts on wildlife.	7	0
.500(7)(b) Water Environment (n/a for uplands)	Hydrologic flow to adjacent forested wetland may be impeded via pine furrows and logging activity. No recruits from adjacent forested wetland. Direct observation of standing water indicates significant water quality degradation such as discoloration, turbidity, or oil sheen. Vegetation shows some signs of hydrologic stress. Presence/evidence of use by animal species w/specific hydrologic requirements is much less than expected/more generalized requirements.	7	0
.500(7)(c) Community Structure	System supports desirable hydrophytic vegetation typical of a wetland prairie system. Evidence of recruitment/regeneration noted (seed heads/flowering grass and sedge species). Majority of plant covers is desirable plant species in all strata . Minimal cover by invasive/exotic plant species . Evidence of near normal regeneration/recruitment.	8	0

Score = sum of above scores/30 (if uplands, divide by 20)	
0.7333	0.0000

Delta = [with-current]:
-0.7333

If preservation as mitigation,	
Preservation adjustment factor =	N/A
Adjusted mitigation delta =	N/A

If mitigation	
Time lag (t-factor) =	N/A
Risk factor =	N/A

For impact assessment areas	
Area Size (ac) =	0.11
FL= delta x acres =	-0.0807 *

For mitigation assessment areas	
RFG = delta/(t-factor x risk) =	N/A

** FL is rounded to 2 decimal places. Intermediate calculations are not rounded, but are displayed to 4 decimal places.*

PART I - Qualitative Description (See Section 62-345.400, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:
St Marks Substation		Wetland PC Secondary Impact

FLUCCs Code:	Further Classification:	Impact or Mitigation Site?	Assessment Area Size (ac):
		Impact	0.0200

Basin/Watershed Name/Number:	Affected Waterbody (Class):	Special Classificatio (i.e. OFW, AP, other local/state/federal designation of importance)
	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Wetland PC is hydrologically connected to the St. Marks River (OFW).

Assessment Area Description:

This wet prairie consists of plume grass (Erianthus brevibarbis), St. John's wort (Hypericum fasiculatum), and sawgrass (Cladium jamaicense). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting.

Significant Nearby Features:	Uniqueness (considering the relative rarity in relation to the regional landscape.)
St. Marks River is severeal mile to the east of the site	Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River (OFW).

Functions:	Mitigation for previous permit/other historic use:
Possible wading bird foraging and amphibian breeding. Flood conveyance and storage.	None

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area):
Possible wading bird foraging and amphibian breeding.	Possible usage as foraging habitat by various State listed (SSC) wading birds. Also possible usage by the Florida black bear (T)

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.)

None

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
LMW/CEK	30-Jan-2013

PART II - Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
St Marks Substation		Wetland PC Secondary Impact

Impact or Mitigation	Assessment conducted by:	Assessment Date:
Impact	LMW/CEK	31-Jan-2013

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type if wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(7)(a) Location and Landscape Support	Will remain mostly surrounded by actively logged pine plantation. Will maintain hydrologic connection to WL PA.	7	6
.500(7)(b) Water Environment (n/a for uplands)	Will maintain hydrologic flow to adjacent forested wetland. Water quality will not be impacted by development.	7	7
.500(7)(c) Community Structure	System will continue to support desirable hydrophytic vegetation typical of a wetland prairie system and maintain the recruitment/regeneration of grass species. Majority of plant covers is by undesirable plant species (invasive/exotic) in all strata . Minimal cover by invasive/exotic plant species . Evidence of near normal regeneration/recruitment.	8	7

Score = sum of above scores/30 (if uplands, divide by 20)	
0.7333	0.6667

Delta = [with-current]:
-0.0667

If preservation as mitigation,	
Preservation adjustment factor =	N/A
Adjusted mitigation delta =	N/A

If mitigation	
Time lag (t-factor) =	N/A
Risk factor =	N/A

For impact assessment areas	
Area Size (ac) =	0.02
FL= delta x acres =	-0.0013 *

For mitigation assessment areas	
RFG = delta/(t-factor x risk) =	N/A

** FL is rounded to 2 decimal places. Intermediate calculations are not rounded, but are displayed to 4 decimal places.*

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BOULEVARD, MS 55
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

Permittee/Authorized Entity:
Progress Energy Florida, Inc.
c/o R. Alexander Glenn, State President,
c/o William Linton, Senior Environmental Specialist
299 First Avenue North; PEF 903
St. Petersburg, Florida 33701
william.linton@pgnmail.com

St. Marks East Transmission Substation

Environmental Resource Permit

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

County: Wakulla
Permit No.: 65-0307581-002-EI

Permit Issuance Date: 05/07/13
Permit Construction Phase Expiration Date: 05/07/18

Environmental Resource Permit

Permittee: Progress Energy Florida, Inc., c/o R. Alexander Glenn
Permit No: 65-0307581-002-EI

PROJECT LOCATION
The activities authorized by this Permit are located on parcel ID numbers 26-3S-01E-000-05464-003 and 26-3S-01E-000-05466-000, on the south side of U.S. Highway 98, approximately 1,600 feet east of the intersection with Woodville Highway (S.R. 363), north of the City of St. Marks, Florida 32327, in Section 26, Township 3S, Range 1E, in Wakulla County, at Latitude 30 degrees, 11 minutes, 21.2 seconds North/Longitude 84 degrees, 12 minutes, 32.9 seconds West, in an unnamed Class III wetland. Mitigation is to occur in the St. Marks Mitigation Bank.

PROJECT DESCRIPTION
The permittee is authorized to construct a 3.06 acre fenced, gravel electric transmission substation and equipment room, a 1.33 acre paved access roadway, and a stormwater management system on 10.93 acres of one of four contiguous parcels totaling 56.65 acres, and within an access easement on 0.08 acres of a 6.4 acre City of Tallahassee owned parcel, including 0.11 acres of impacts within an unnamed Class III wetland. Authorized activities are depicted on the attached exhibits.

To offset 0.11 acres of unavoidable impacts that will occur from these authorized activities, the permittee shall purchase 0.1 herbaceous credits from St. Marks Mitigation Bank.

AUTHORIZATIONS
St. Marks East Transmission Substation

Environmental Resource Permit
The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-346, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization
As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rules 18-21, 18-20, and 18-18, F.A.C.

Federal Authorization
A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

Coastal Zone Management
This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments or homeowners' associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS
The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these conditions, including any mitigation requirements, shall constitute grounds for revocation of this permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization, as specifically described above.

SPECIFIC CONDITIONS:
CONSTRUCTION ACTIVITIES
1. There shall be no storage or stockpiling of tools, materials (i.e., lumber, pilings, debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state, unless specifically approved in the permit. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

2. If the approved permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

3. Prior to construction, the limits of the proposed fill areas shall be clearly flagged and staked by the agent and/or the contractor. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction area to prevent encroachment from heavy equipment into these areas.

4. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity and dewatering.

5. All fill areas, fill slopes, and disturbed upland areas shall be stabilized at all times during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring.

6. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Armstrong, P.E., at 850-595-0554, for more information.

7. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is **800-320-0519** (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 245-2984, during business hours.

8. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

9. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, Northwest District Office, 3900 Commonwealth Boulevard, MS 55, Tallahassee, Florida 32399-3000.

MITIGATION

10. To offset impacts to 0.11 acres of Wet Prairie wetlands, the permittee shall purchase 0.1 herbaceous credits from St. Marks Mitigation Bank. **Prior to any construction or impacts authorized by this permit**, the permittee shall provide the Department with documentation that 0.1 herbaceous credits have been deducted from DEP's credit ledger of the St. Marks Mitigation Bank.

OPERATION AND MAINTENANCE

11. The 'St. Marks East Transmission Substation Operation and Maintenance Plan', as approved and enclosed with this permit, shall be implemented.

12. The retention area shall be mowed when other landscaped areas are maintained as needed. Any bare spots discovered on the treatment basin side slopes greater than three (3) square feet shall be resodded.

13. Percolation performance shall be evaluated at least every three (3) years or as needed within the retention area. In the event of inadequate percolation, retention area bottom maintenance should be performed as follows:

a. Remove 2 to 3 inches of the retention area bottom material and scarify excavated bottom.
b. Replace excavated bottom material with clean sand material to design grade.

14. The stormwater system bottom shall be inspected periodically for silt accumulation. Any identified silt shall be removed.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity may constitute grounds for revocation or enforcement action by the Department, unless a modification has been applied for and approved in accordance with Rule 62-346.100, F.A.C.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity during the construction phase. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit. A weather-resistant sign, measuring at least 8 1/2 inches by 11 inches, and including the permit number (in lettering that is easily visible from the access road) shall be placed on the property facing the road.

3. Activities approved by this permit shall be conducted in a manner that does not cause violations of state water quality standards.

4. Immediately prior to, during construction, and for the period of time after construction to allow for stabilization of all disturbed areas, the permittee shall implement and maintain erosion and sediment control best management practices, such as silt fences, erosion control blankets, mulch, sediment traps, polyacrylamide (PAM), temporary grass seed, permanent sod, and floating turbidity screens to retain sediment on-site and to prevent violations of state water quality standards. These devices shall be installed, used, and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work, and shall remain in place at all locations until construction is completed and soils are permanently stabilized. All best management practices shall be in accordance with the guidelines and specifications described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Transportation and Florida Department of Environmental Protection, 2007), unless a project-specific erosion and sediment control plan is approved as part of the permit. If project-specific conditions require additional measures during any phase of construction or operation to prevent

erosion or control sediments beyond those specified in the approved erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the guidelines and specifications in the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*, Prepared for Florida Department of Transportation & Florida Department of Environmental Protection by HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources as soon as practicable. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before conversion of the permit to the operation and maintenance phase, all silt screens and fences, temporary baffles, and other materials that are no longer required for erosion and sediment control shall be removed.

5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department a fully executed Form 62-346.900(3), "Construction Commencement Notice," incorporated by reference herein, indicating the expected start and completion dates. Information on how a copy of this form may be obtained is contained in Rule 62-346.900, F.A.C.

7. Within 30 days after completion of construction of the whole system, or independent portion of the system, the permittee shall notify the Department that construction has been completed and the system is ready for inspection by submitting one of the following forms to the Department office that issued the permit:

a. For systems other than those that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(4), "As-Built Certification by a Registered Professional." If the registered professional has certified that the system has been built substantially in compliance with the plans and specifications in the permit, and that such system is ready for inspection, the permittee shall also submit Form 62-346.900(6), "Request for Conversion of Environmental Resource Individual Permit Construction Phase to Operation and Maintenance Phase." The system shall not be used and operated for its permitted purpose until the Department has approved the request to authorize the operation phase, in accordance with Rule 62-346.095, F.A.C. The "As-Built Certification" shall be for the purpose of determining if the work was completed in substantial compliance with permitted plans and specifications. The certification shall include as-built drawings in the form of the permitted drawings that clearly show any substantial deviations made during construction. The plans must be clearly labeled as "as-built" or "record" drawings.

b. For systems that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(5), "Construction Completion and Inspection Certification for a System Serving an Individual, Private Single-Family Dwelling Unit."

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the facility, or the site infrastructure located within the area served by that portion or phase of the system.

9. The permittee shall remain liable for compliance with the operation and maintenance of the system in accordance with the terms and conditions of the permit for the life of the system, unless such permit is transferred to an acceptable responsible entity in accordance with Rules 62-346.095 and 62-346.130, F.A.C. Once transfer of the permit has been approved by the Department, the transferee shall be liable for compliance with all the terms and conditions of the operation and maintenance phase of the permit for the life of the system.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the Department in writing of the changes prior to implementation so that the Department can determine whether a permit modification is appropriate.

11. This permit does not convey to the permittee or create in the permittee any property right or any interest in real property, nor does it authorize any entrance upon or activities on property that is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in this permit or Chapter 62-346, F.A.C. Permittees having the right to exercise the power of eminent domain or who had a contract to purchase the property subject to this permit shall not commence any work under this permit until the permittee has provided the Department with proof of transfer of ownership of the property in the name of the permittee. If such transfer of ownership does not occur, the permittee shall surrender this permit, and the permit shall be null and void.

12. Pursuant to Section 373.422, F.S., prior to conducting any activities on sovereign submerged lands, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

13. The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

14. The permittee shall notify the Department in writing at least 30 days prior to any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. Where ownership of the land subject to the permit was demonstrated through a long-term lease, the lessee must have transferred ownership and control of the permitted system to the current landowner or new lessee, effective prior to or on the date of expiration of the lease. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 62-346.095 and 62-346.130, F.A.C.

15. Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the system to ensure conformity with the plans and specifications authorized in the permit.

16. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the Department.

17. The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

18. The issuance of this permit does not relieve the permittee from the responsibility to obtain any other required federal, state, and local authorizations.

19. The permittee is advised that, pursuant to Section 556.105, F.S., excavating contractors are required to provide certain information concerning the excavation that may affect underground facilities through the one-call notification system not less than two, nor more than five, business days before beginning any excavation.

If you have any questions about this document, please contact Chris Shortt at (850) 767-0043 or at christopher.shortt@dep.state.fl.us.

Executed in Leon County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Clifford D. Wilson III, P.E.
Assistant Director, Northwest
FL Dept. of Environmental Protection

CDW/cms

Attachments:
Exhibit 1, Project Drawings and Design Specs., 14 pages
Exhibit 2, Operation and Maintenance Plan, 1 page

Copies of 62-346.900 forms can be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

Copies furnished to:
Mr. Lee M. Walton, Flatwoods Consulting Group, Inc. (lwalton@flatwoodsconsulting.com)
Ms. Sue Maxwell, U.S. Army Corps of Engineers (Susanna.r.maxwell@usace.army.mil)
Mr. Luis Serrna, Wakulla County (LSerna@mywakulla.com)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed and/or emailed before the close of business on May 7, 2013, to the above listed persons.

FILING AND ACKNOWLEDGMENT

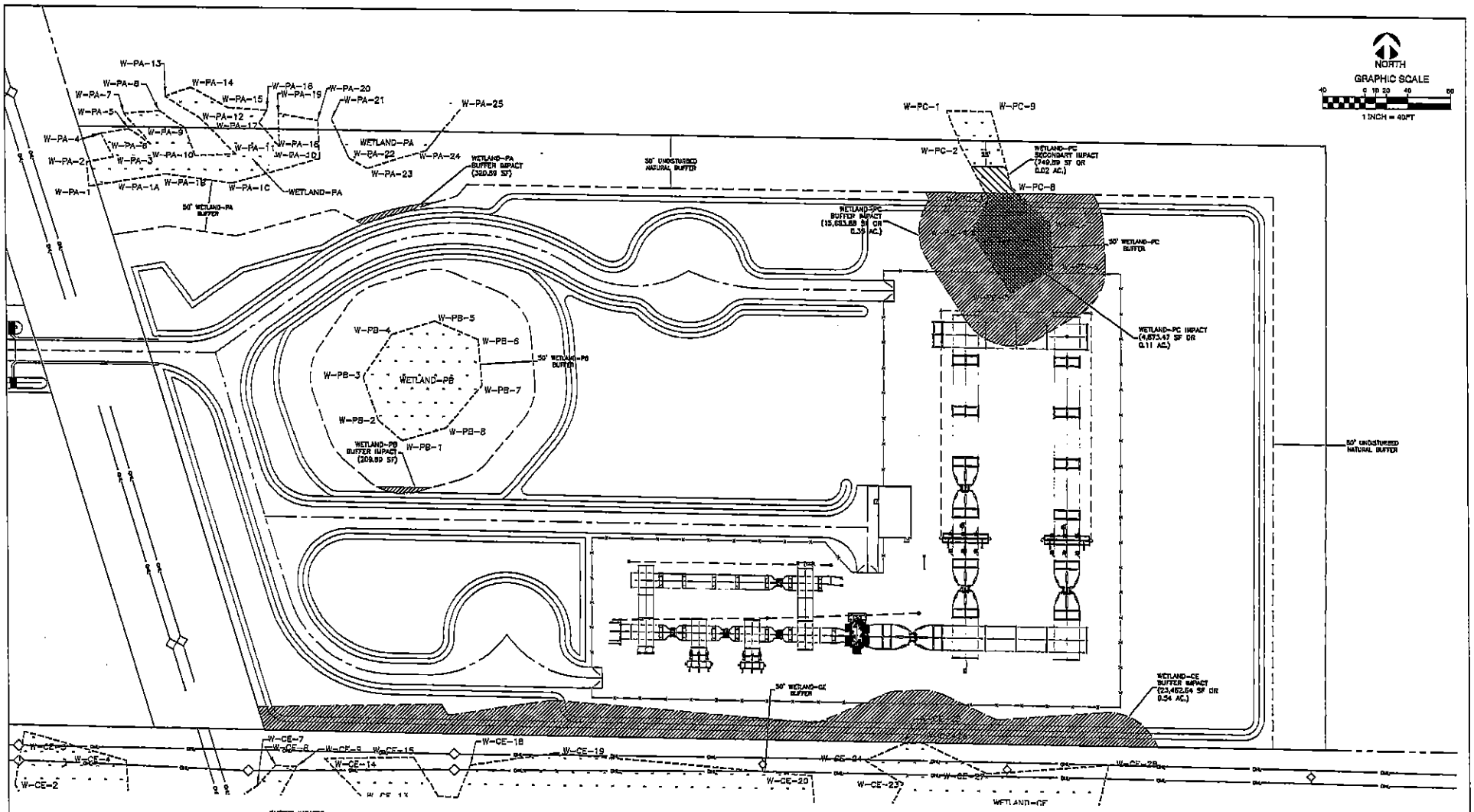
FILED, on this date, under Section 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Linda Hamilton May 7, 2013
Clerk Date

Prepared By: CMS

15 pages attached

EXHIBIT 1



BUFFER IMPACTS:

WETLAND BUFFER	WETLAND BUFFER IMPACT (SF)	WETLAND BUFFER IMPACT (AC)
WETLAND-PA BUFFER	320.89	N/A
WETLAND-PB BUFFER	209.89	N/A
WETLAND-PC BUFFER	15,683.88	0.36
WETLAND-CE BUFFER	23,462.64	0.54
TOTAL =	39,657.30	0.91

WETLAND IMPACTS:

WETLAND	WETLAND IMPACT (SF)	WETLAND IMPACT (AC)
WETLAND-PC	4,873.47	0.11
TOTAL =	4,873.47	0.11

SECONDARY IMPACTS:

WETLAND	SECONDARY IMPACT (SF)	SECONDARY IMPACT (AC)
WETLAND-PC	749.89	0.02
TOTAL =	749.89	0.02

LEGEND:
WETLAND AREA
WETLAND IMPACT
BUFFER IMPACT
SECONDARY IMPACT

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Progress Energy
ENVIRONMENTAL PLAN
ST. MARKS EAST TRANSMISSION SUBSTATION
DWG. ENV-01

ATTACHMENT #5
PAGE 10 OF 44

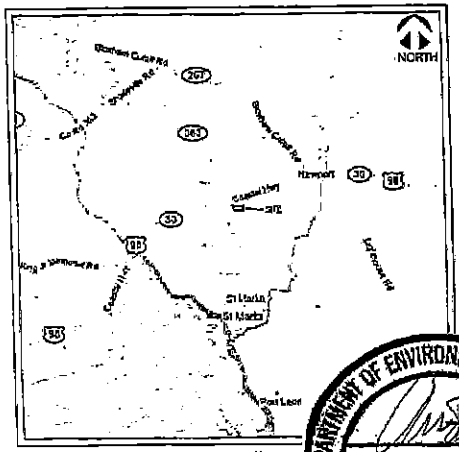
EXHIBIT 1

Progress Energy

ST. MARKS EAST TRANSMISSION SUBSTATION

DRAWING#	DESCRIPTION
S-523-T1	TITLE SHEET
551830030	BOUNDARY AND TOPOGRAPHIC SURVEY
S-523-D3	GENERAL LAYOUT
S-523-D100	SOIL BORING LAYOUT
S-523-D101	CLEAR, GRADE & FILL LAYOUT
S-523-D102	PAVING, GRADING AND DRAINAGE LAYOUT (SHEETS 1 - 4)
S-523-D103	PLAN AND PROFILE
S-523-D104	PLAN AND PROFILE
S-523-D105	PLAN AND PROFILE
S-523-D107	STORMWATER POLLUTION AND PREVENTION PLAN

VICINITY MAP



SCALE: 1" =

NOTE:
PROGRESS ENERGY FLORIDA, INC. WILL BE RESPONSIBLE FOR SUBMITTING, SUBMITTING NOTICE OF CONSTRUCTION COMMENCEMENT, AND SUBMITTING AS-BUILT CERTIFICATION FOR THIS PROJECT WHEN COMPLETED.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.O.A. 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9775
P.E.#: 72919
PROGRESS ENERGY FLORIDA, INC.
3300 EXCHANGE PLACE
LAKE MARY, FL
MAC: 1P3A

PROJECT SUMMARY

APPLICANT : PROGRESS ENERGY FLORIDA, INC.
299 FIRST AVE NORTH
SAINT PETERSBURG, FL 33733
OFFICE: (727)-820-5142

CONTACT PERSON: BILL LINTON

PROJECT DESCRIPTION:
PROPOSED ELECTRIC UTILITY SUBSTATION

PLUMBING REQUIREMENTS:
NO PROPOSED PLUMBING IMPROVEMENTS.

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAPPED ACCESS NOT REQUIRED.

UTILITIES:
ELECTRIC: PROGRESS ENERGY
WATER: NONE ONSITE
SEWER: NONE ONSITE

UTILITY OWNER: PROGRESS ENERGY

PROGRESS ENERGY
ST MARKS EAST
TRANSMISSION SUBSTATION
TITLE SHEET

S-523 T

ATTACHMENT #5
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STATE OF FLORIDA

EXHIBIT 1

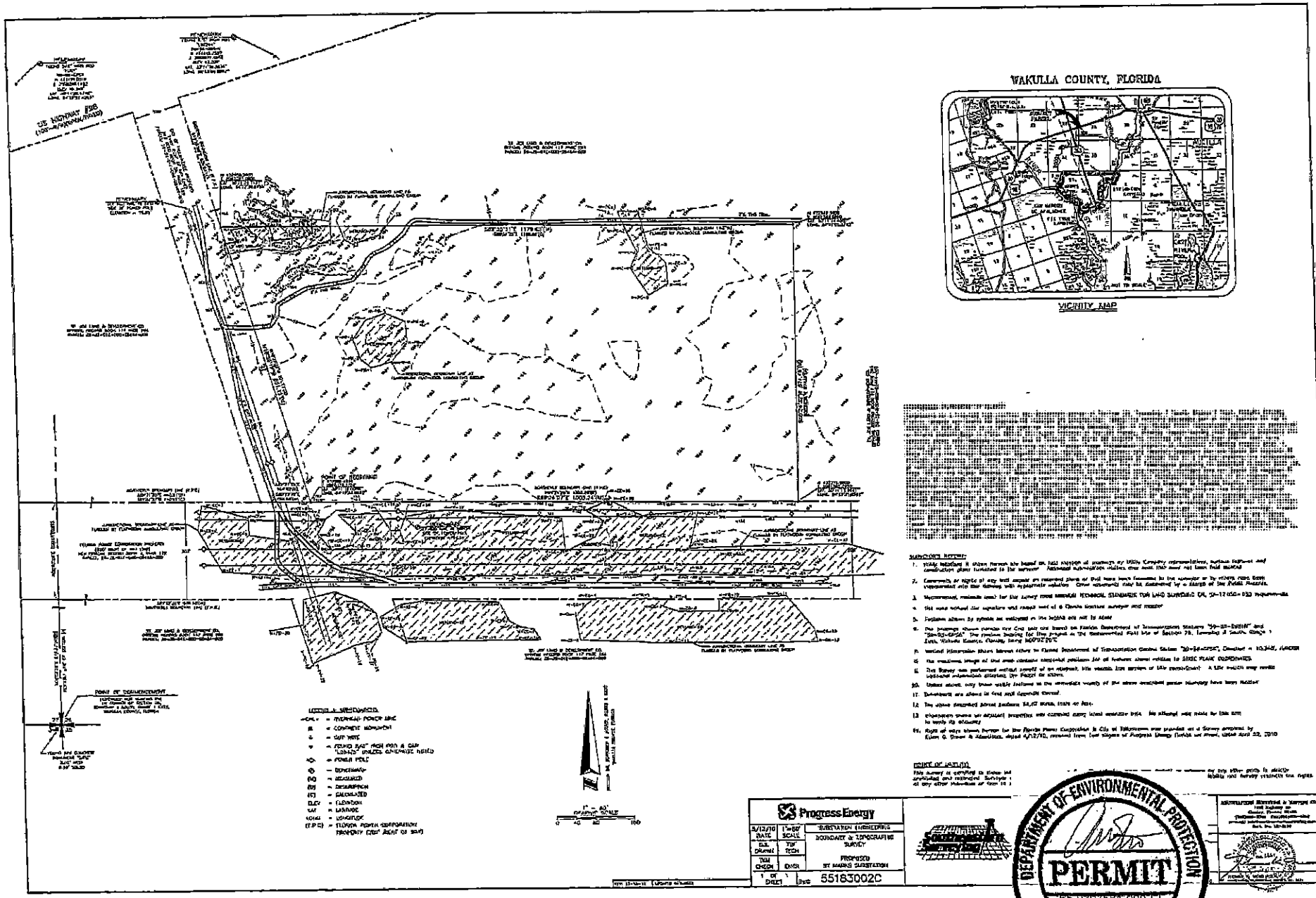

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EXHIBIT 1

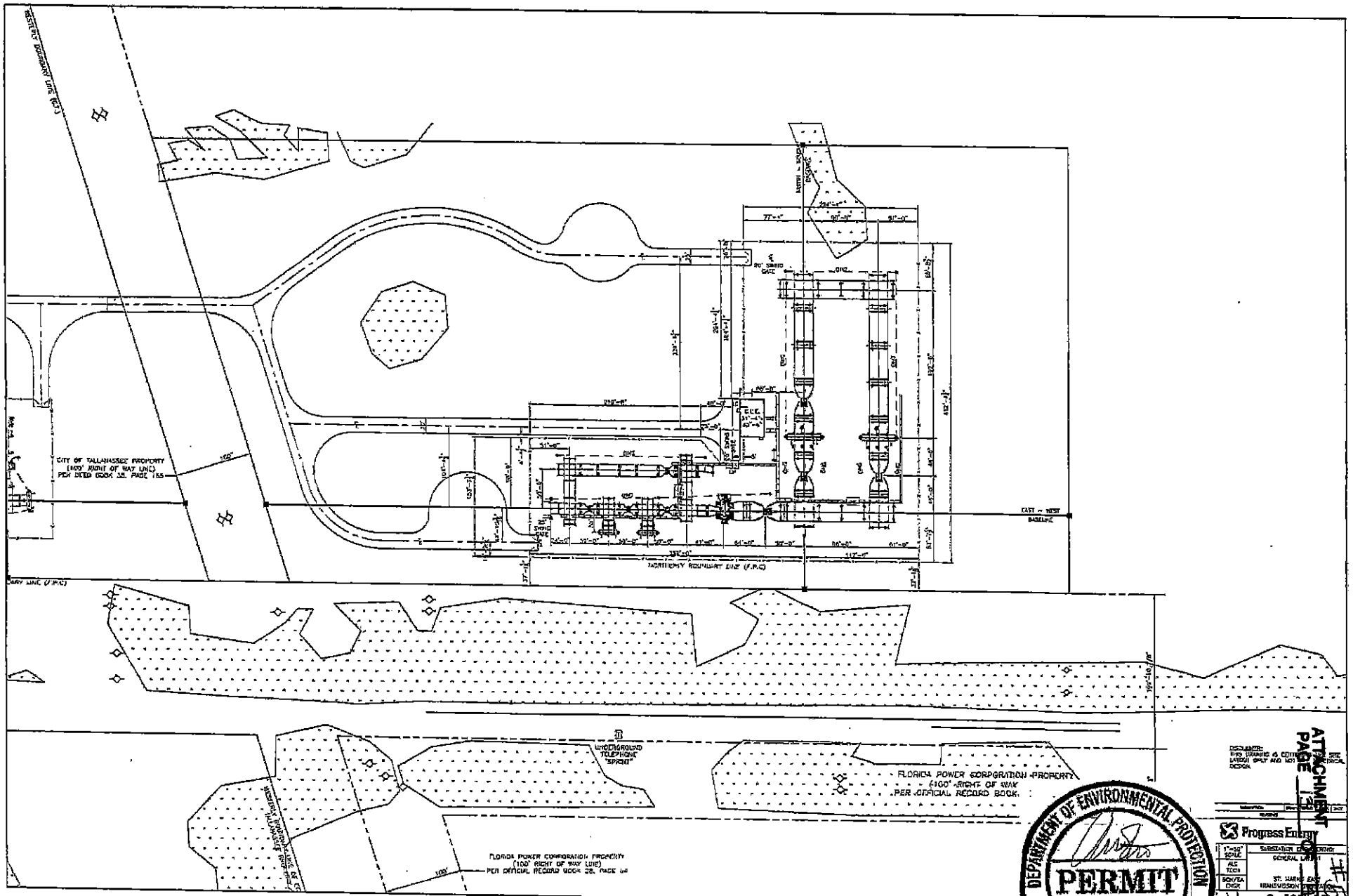

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EXHIBIT 1

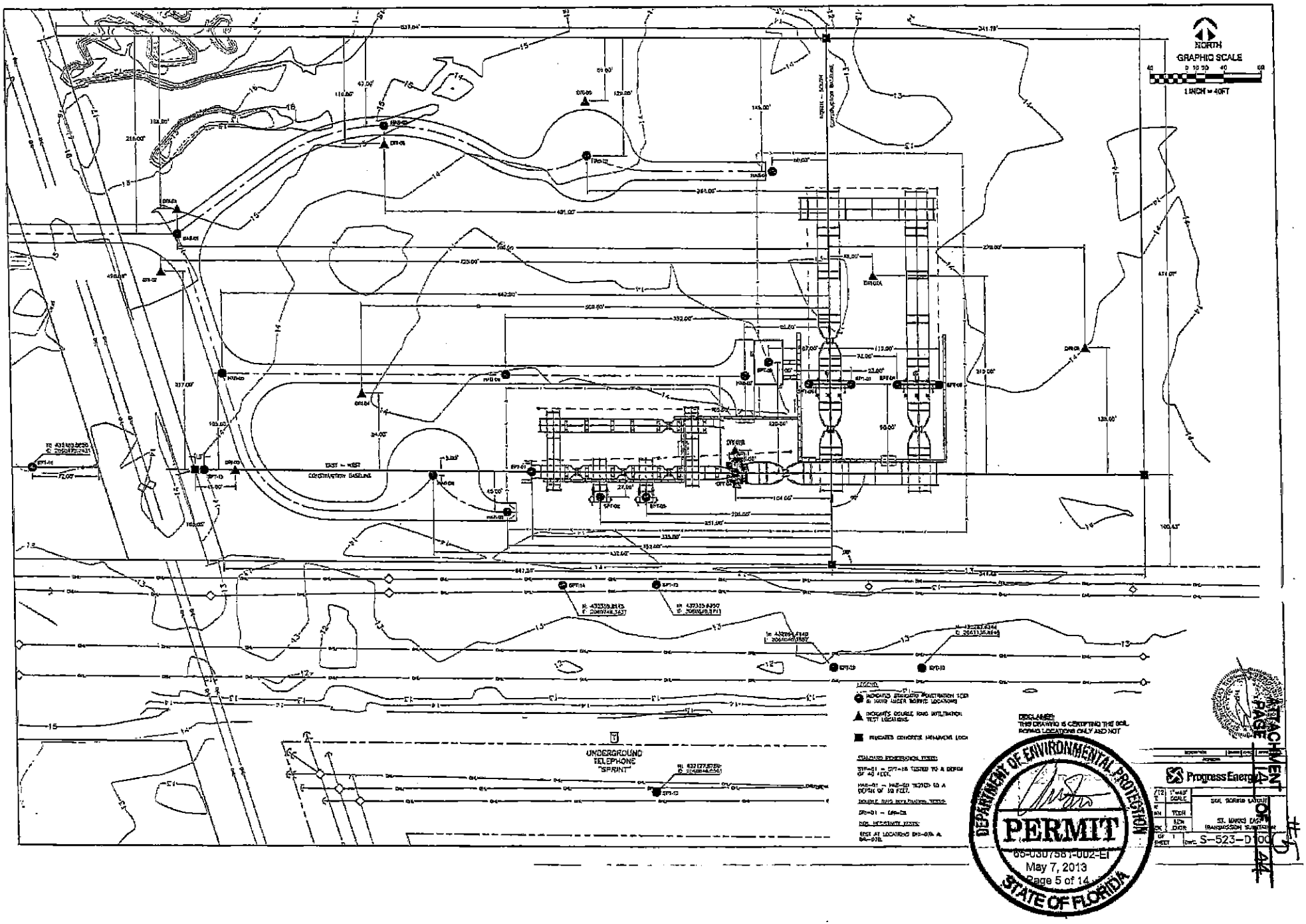
NORTH
GRAPHIC SCALE
1 INCH = 40FT
EAST - WEST
CONSTRUCTION BASELINE
UNDERGROUND
TELEPHONE
"SPRINT"
LEGEND
DISCLAIMER:
THIS DRAWING IS CERTIFYING THE SOIL BORING LOCATIONS ONLY AND NOT
Progress Energy
S-523-D100
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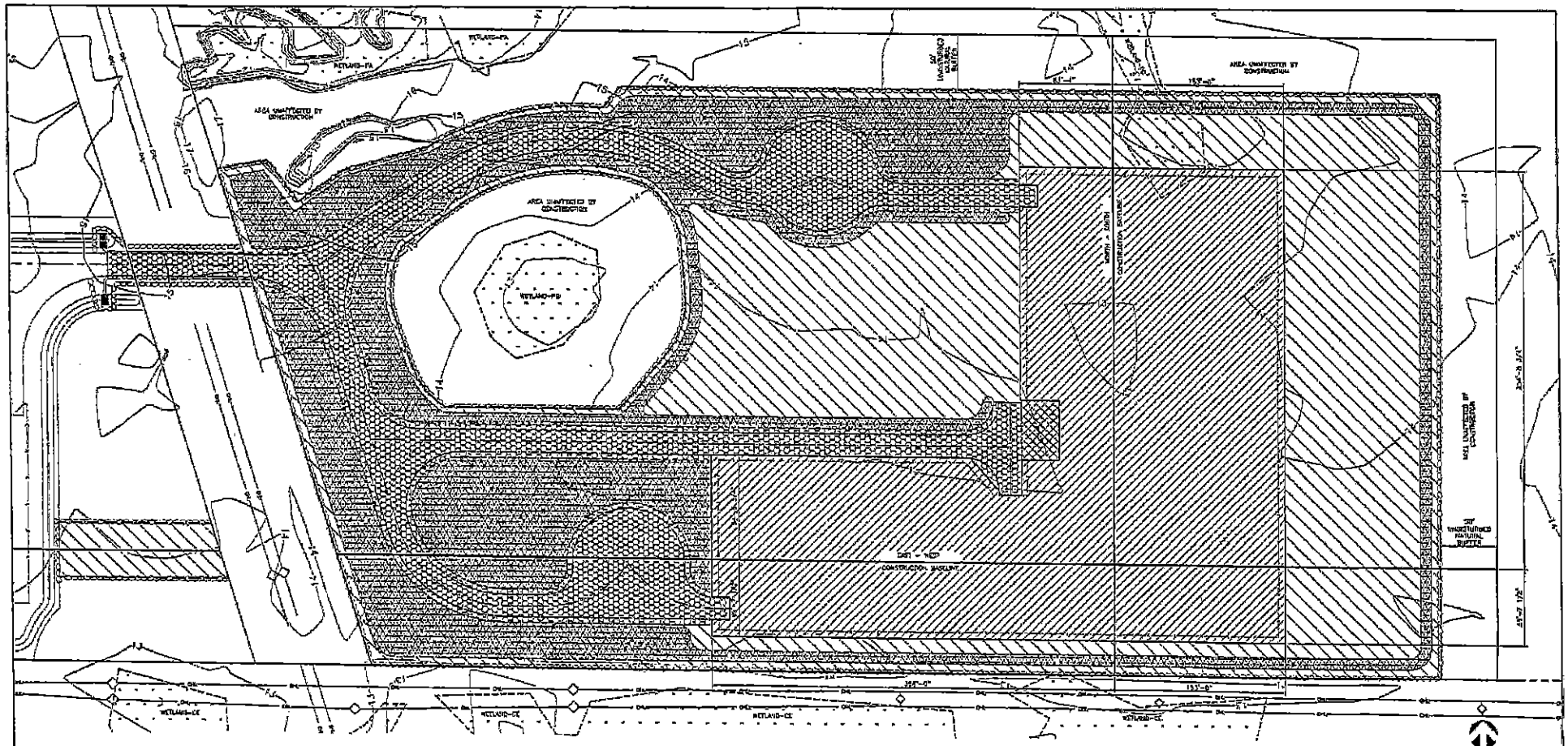
EXHIBIT 1



CLEAR, GRADE AND FILL NOTES:

1. CLEAR, GRADE AND FILL TO SUBSTANTIAL CONFORM TO A PORTION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEET 2 THROUGH 5, PREPARED BY SOUTHEASTERN SURVEYING, PROFESSIONAL LAND SURVEYORS.
2. FILL SHALL BE FREE DRAINING, CLEAN SAND AND SHALL BE FREE OF SILT AND CLAY (GROUP A-1-A OR A-3 AS DEFINED IN AASHTO SPECIFICATIONS M-145).
3. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL TO BE INSTALLED PRIOR TO CLEARING AND EARTHWORK COMMENCEMENT, AND SHALL BE OBSERVED AND MAINTAINED DURING CONSTRUCTION.
4. SLOPES SHALL BE 3:1 UNLESS NOTED. SOD SHOULDERS AND SIDE SLOPES TO THE CLEARING LIMIT. SOD SHALL BE INSTALLED PER F.D.O.T. LANDSCAPE SPECIFICATIONS.
5. EXISTING TURF ON THIS SITE SHALL REMAIN UNDISTURBED. ANY DAMAGE OF CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
6. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC ARTIFACTS, PREHISTORIC STONE TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL CEASE TO ALL MANNER STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES STATE HISTORIC PRESERVATION OFFICER) AND HERNANDO COUNTY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE DISCOVERIES (EACH) ON THE SITE.
8. IF EARTHS CONSTRUCTION DISTURBS IS UNKNOWNS PARTICULARLY OF AN ARCHEOLOGICAL NATURE, ALL WORK SHALL STOP AND THE STATE ARCHEOLOGICAL OFFICE AND HERNANDO COUNTY SHALL BE NOTIFIED.
9. ALL WELLS ON SITE SHALL BE PROPERLY ABANDONED IN PLACE PER NORTHWEST FLORIDA MANAGEMENT REGULATIONS.
10. CONSTRUCTION BASELINE MONUMENTS SHALL NOT BE DISTURBED DURING CONSTRUCTION ACTIVITIES.
11. SILT BARRIER SHALL BE THE LAST ITEM INSTALLED IN THE SUBDIVISION YARD.
12. THE DRY RETENTION SHALL NOT BE COMPACTED DURING OR AFTER INSTALLATION

ACCESSIBLE ROUTE

FOR MORE DESCRIPTION, TOPOGRAPHIC INFORMATION AND SURVEY NOTES, SEE SHEET # 5523-0001

FOR BASELINE LOCATIONS, SEE DWG.# S-523-D102

FOR ACCESS DRIVE LAYOUT, SEE DWG # S-523-D1

FOR CLEAR, GRADE AND FILL SECTION DETAILS, SEE DWG# S-523-D103 (SHEETS 1-4).

FOR PAVING AND DRAINAGE DETAILS, SEE DWG# S-523-D104 (SHEETS 1-4).

FOR STORMWATER POLLUTION AND PREVENTION PLAN SEE DWG# S-523-D102

RETENTION BASIN CONSTRUCTION NOTES

1. HERNANDO CONSTRUCTS THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING AND ENSURE BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNDESIRABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. ANY EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR ORIGINAL SPECIFICATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMANENT MATERIAL OR PERMANENT VEGETATIVE COVER

LEGEND:

- INDICATES AREA TO BE CLEARED, GRADED AND FILLED TO ELEVATION 14.00' NGVD29.
- INDICATES AREA TO BE CLEARED, GRADED AND FILLED FOR PLACEMENT OF DYNAMIC CONCRETE. ACCESS DRIVE TO BE INSTALLED PER W.O.# 136851. SEE SHEET S-523-D104 (SHEETS 1-4) FOR ACCESS DRIVE DETAILS, AND CROSS SECTIONS.
- INDICATES CONFINED EQUIPMENT ENCLOSURE AREA TO BE GRADED TO CLEARING LIMIT LIMITING AND COMPACTED TO 95% OF MODIFIED PROCTOR (AASHTO-T-180) IN 8-12 INCH LIFTS.
- PROPOSED STORMWATER AREA
- ADDITIONAL CLEARING AREA
- CLEARING LINE
- OVERHEAD UTILITY LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SILT FENCE
- WETLAND LINE

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CLEAR, GRADE & FILL LAYOUT

ST. MARKS EAST TRANSMISSION SUBSTATION

DWG. S-523-D101

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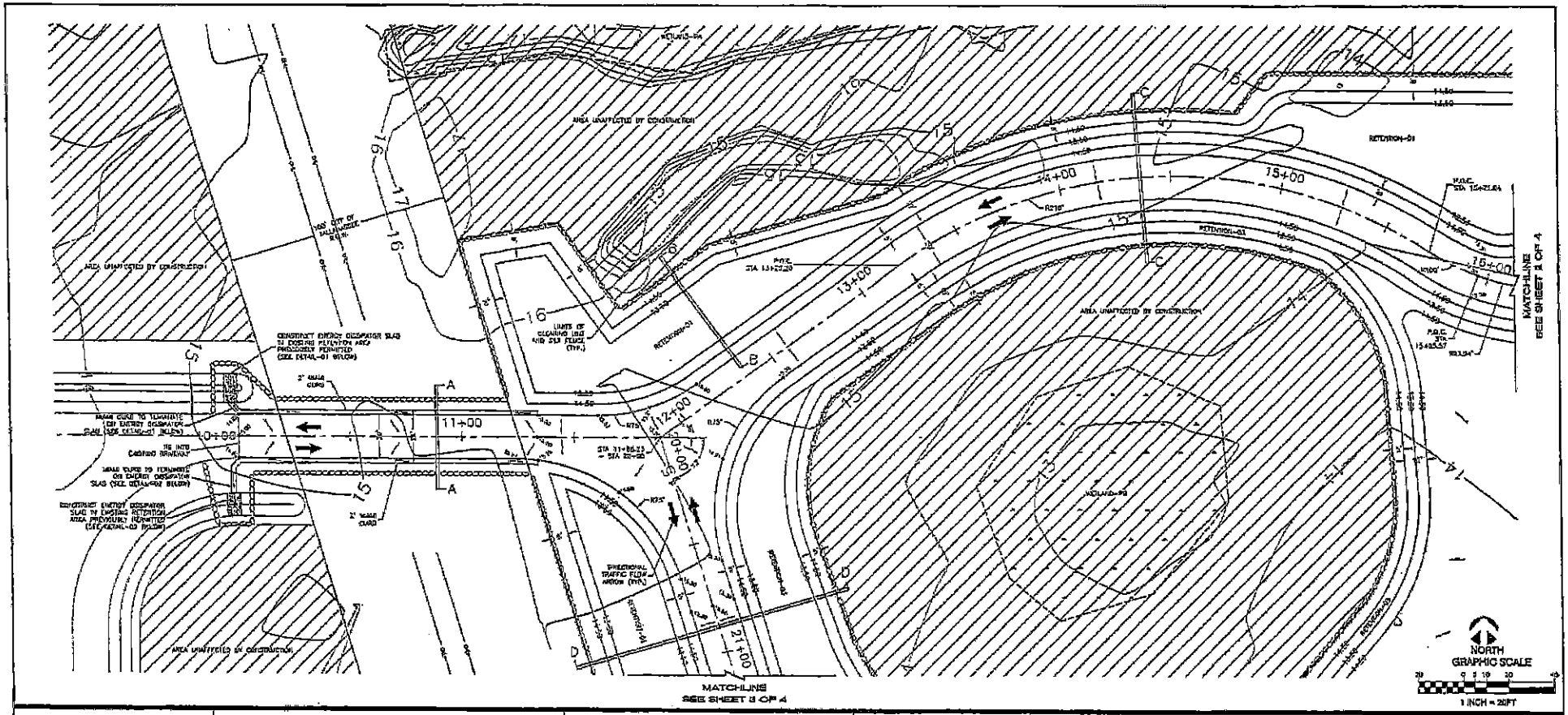
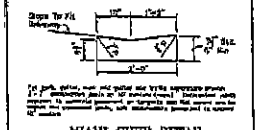
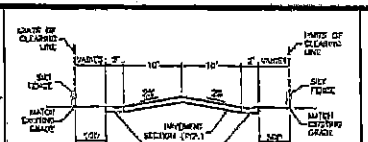
EXHIBIT 1



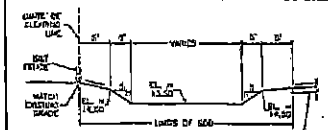


MIAMI CURB DETAIL
SCALE N.T.S.

TYPICAL PAVEMENT SECTION
SCALE N.T.S.



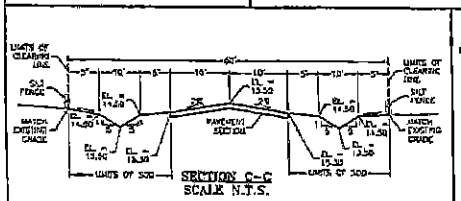
SECTION A-A
SCALE N.T.S.



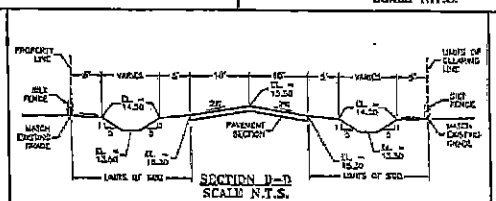
SECTION B-B
SCALE N.T.S.

RETENTION AREA CONSTRUCTION NOTES:

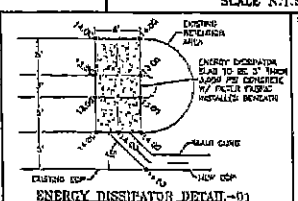
1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY LABOR-CLEARING THE BASIN BOTTOM AND SIDES OF APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FINALLY STABILIZED, THE RETENTION SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNACCEPTABLE MATERIAL MUST BE EXPEDITIOUSLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, SLIMES, DEBRIS, AND OTHER FINE GRAINED MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE FUTURE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMANENT MATERIAL OR PERMANENT TURFGRASS COVER.



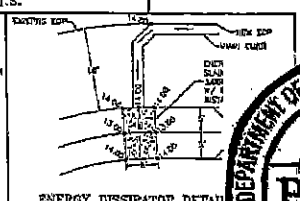
SECTION C-C
SCALE N.T.S.



SECTION D-D
SCALE N.T.S.



ENERGY DISSIPATOR DETAIL-01
SCALE N.T.S.



ENERGY DISSIPATOR DETAIL-02
SCALE N.T.S.

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12	1"=20' SCALE	PAVING, GRADING & DRAINAGE PLAN
	TECH	
	SCH 0404	ST. MARKS EAST TRANSMISSION SUBSTATION
SHT 4 SHEET	DWG. S-523-D102	

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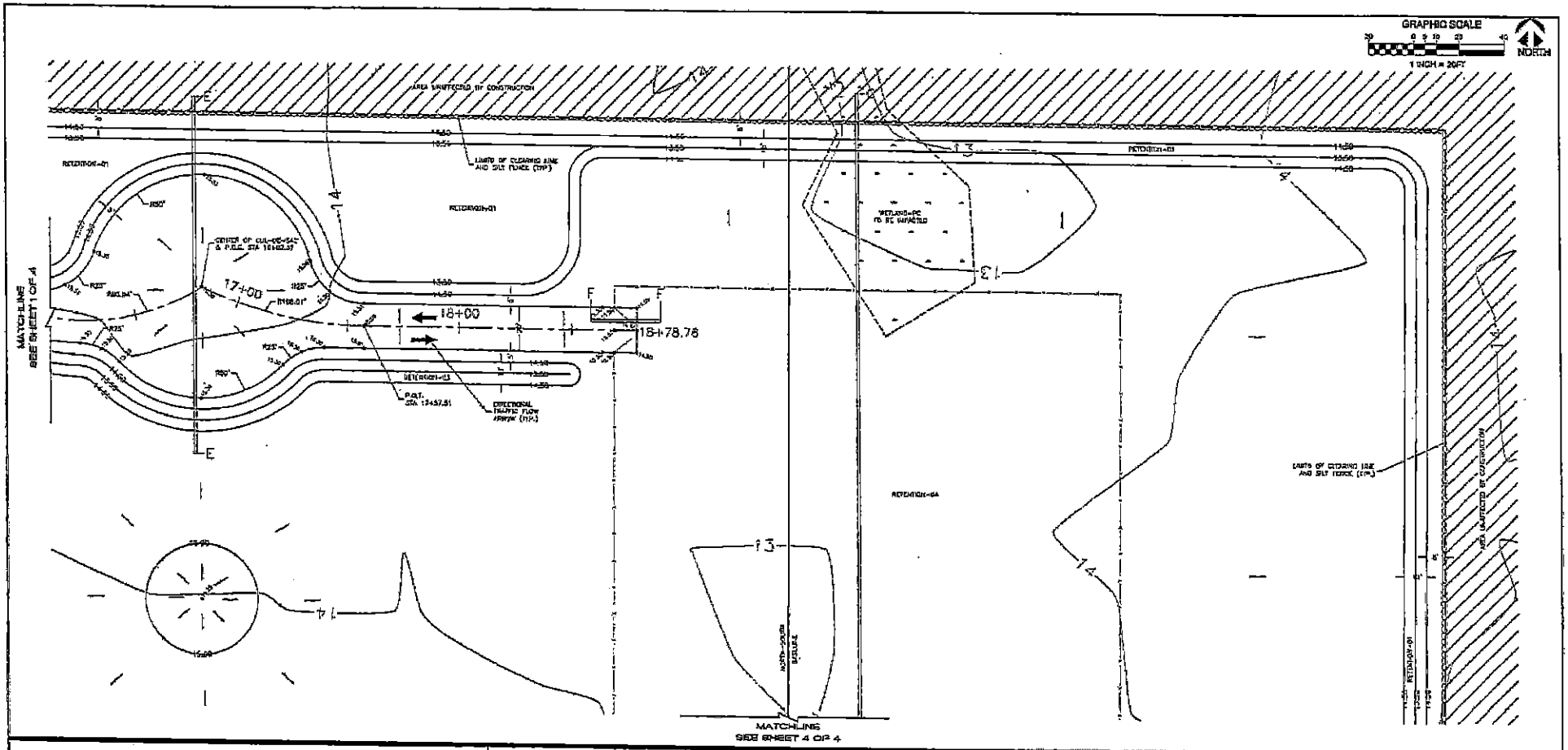
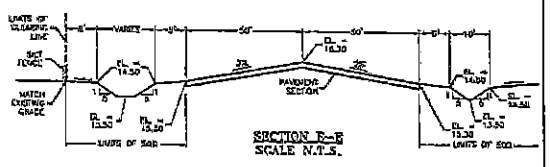
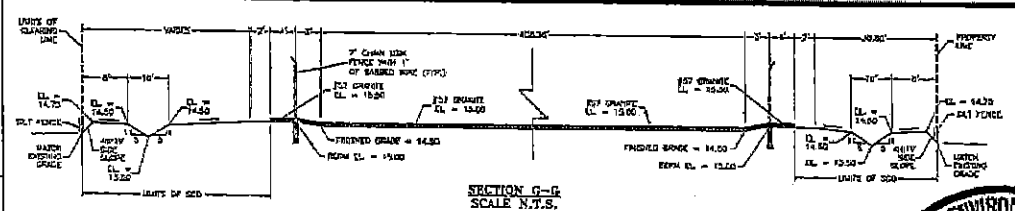
EXHIBIT 1

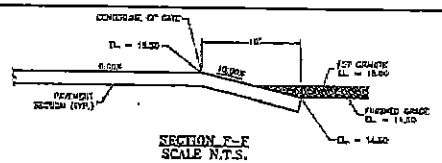




SECTION E-E
SCALE N.T.S.



SECTION G-G
SCALE N.T.S.



SECTION F-F
SCALE N.T.S.

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PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION

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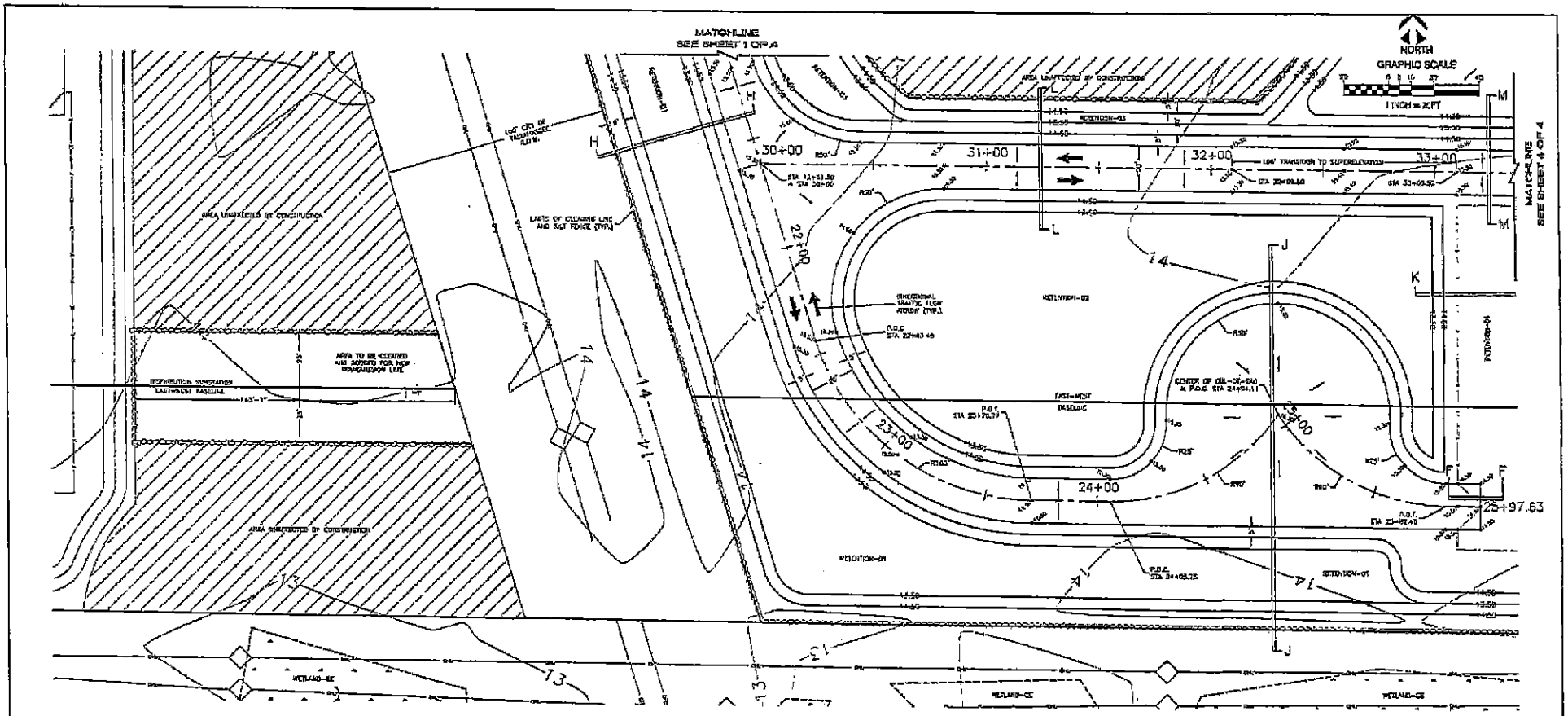
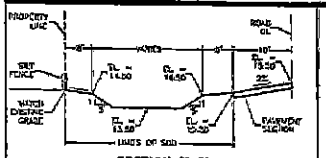
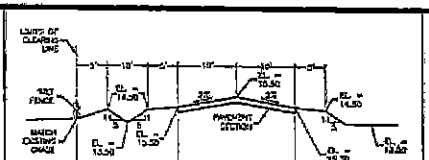
EXHIBIT 1





SECTION K–K
SCALE N.T.S.



SECTION L–L
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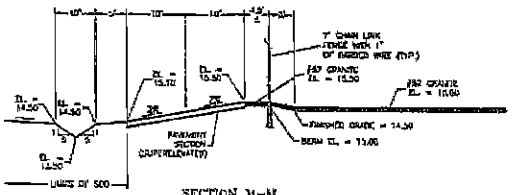

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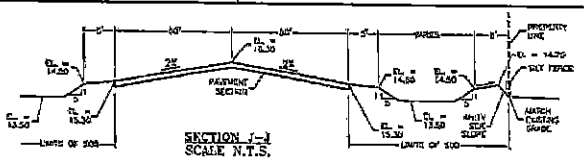

SECTION J–J
SCALE N.T.S.

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PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION

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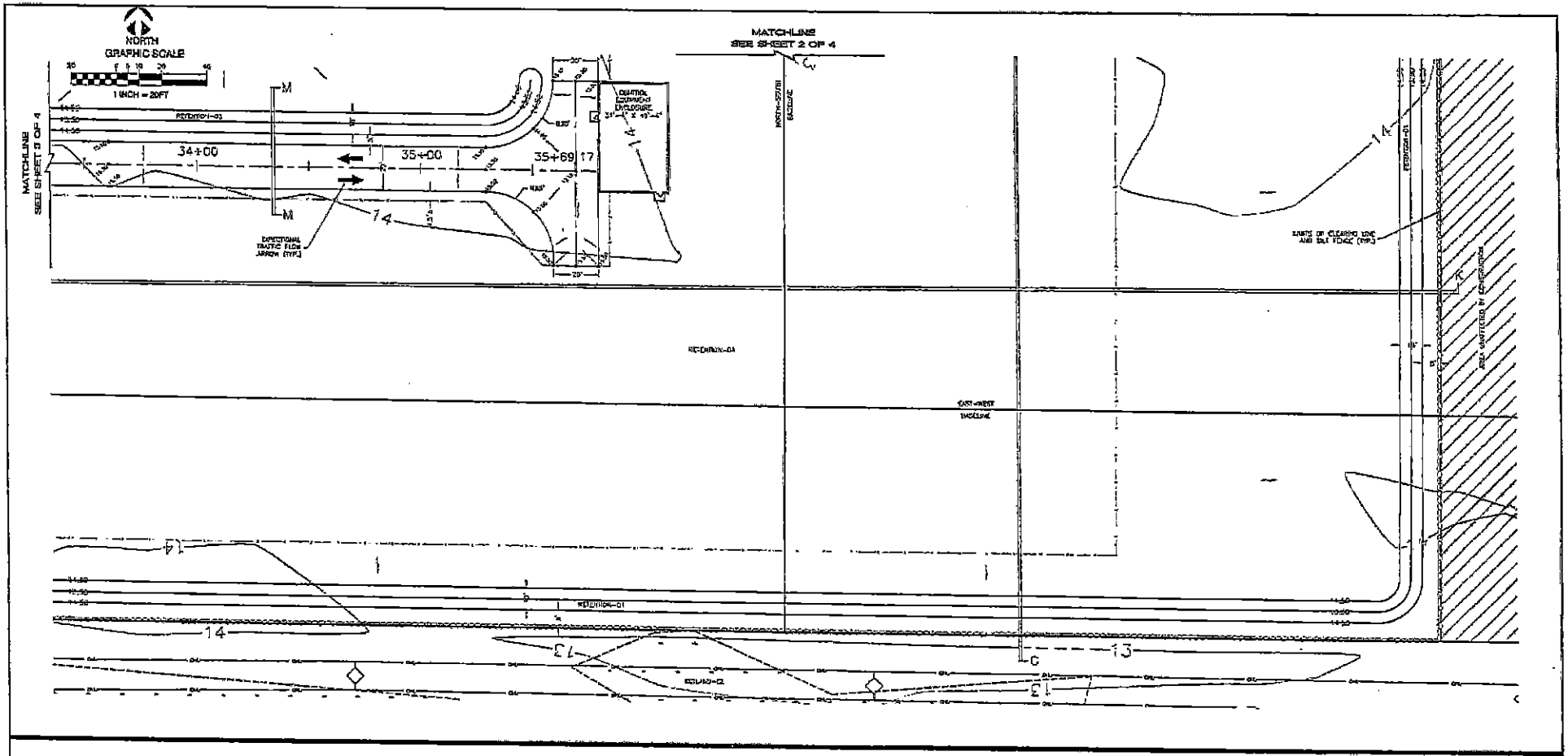

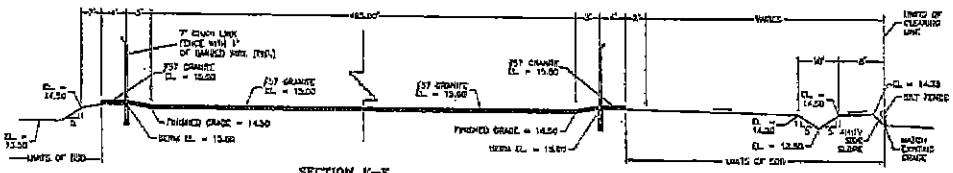

SECTION K–K
SCALE N.T.S.

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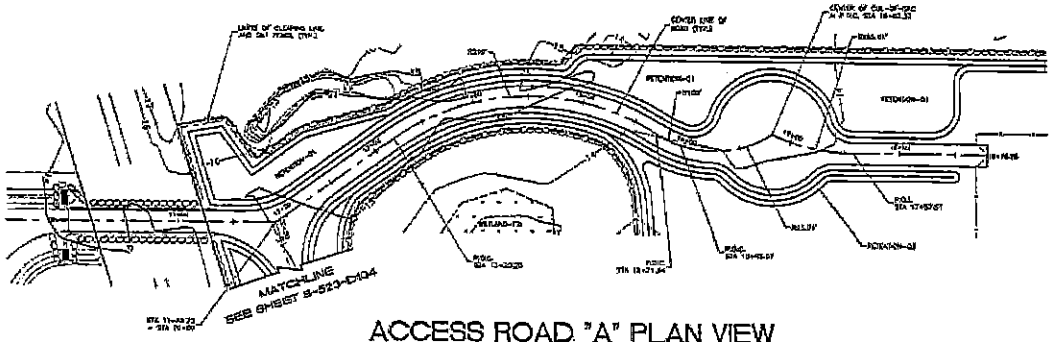
PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION

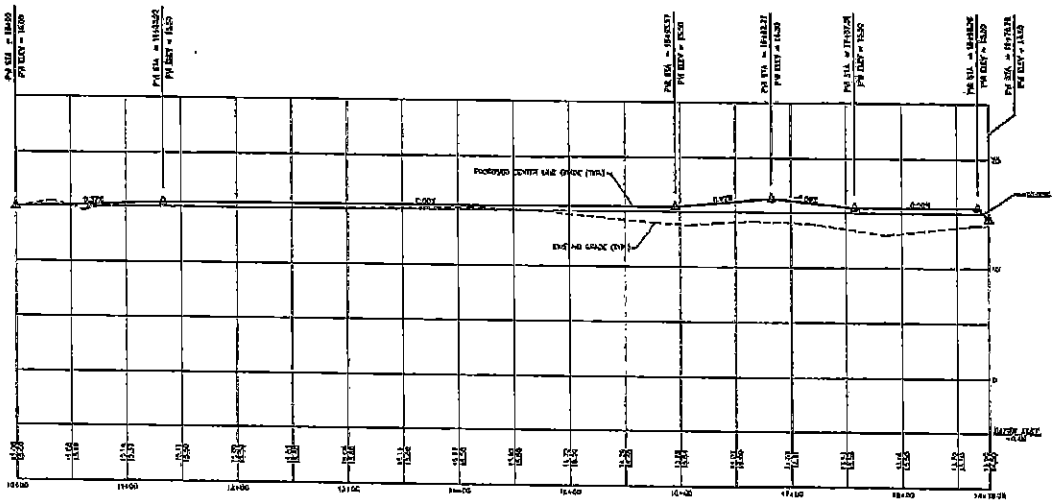
DWG S-523-D100

G#

EXHIBIT 1



ACCESS ROAD "A" PLAN VIEW



ACCESS ROAD "A" PROFILE VIEW

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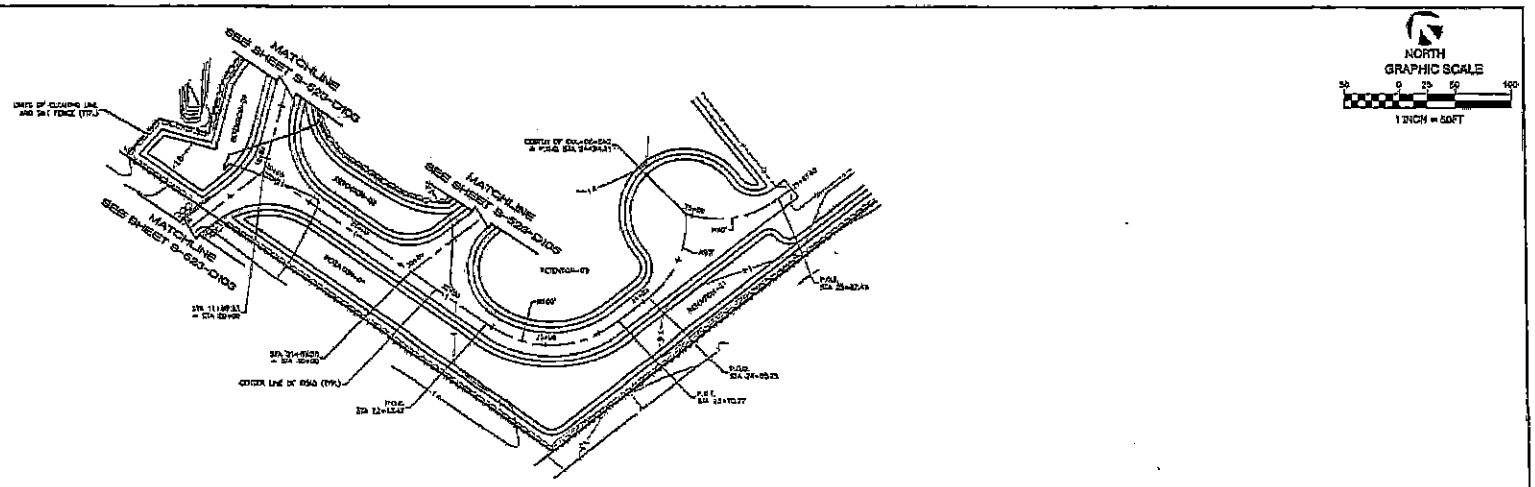
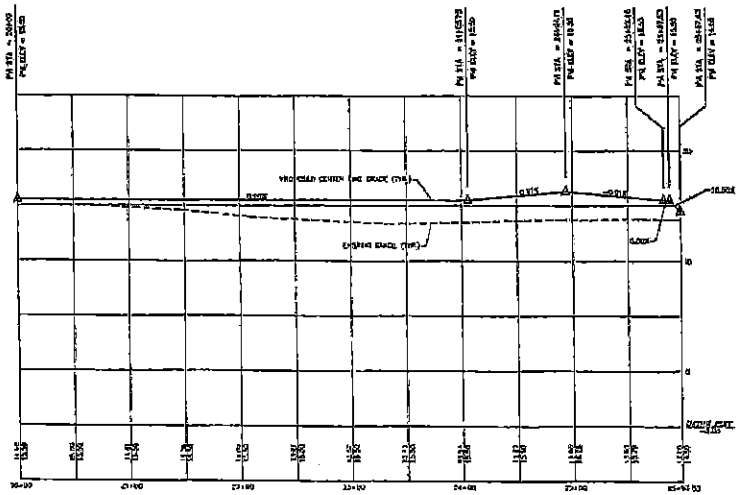


ACCESS ROAD "B" PLAN VIEW

FOR ROADWAY ALIGNMENT 20+00 – 25+97.53



ACCESS ROAD "B" PROFILE VIEW

SCALE
1" = 50' HORIZONTAL
1" = 5' VERTICAL

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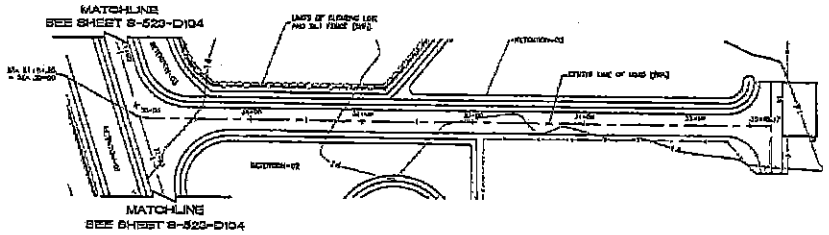
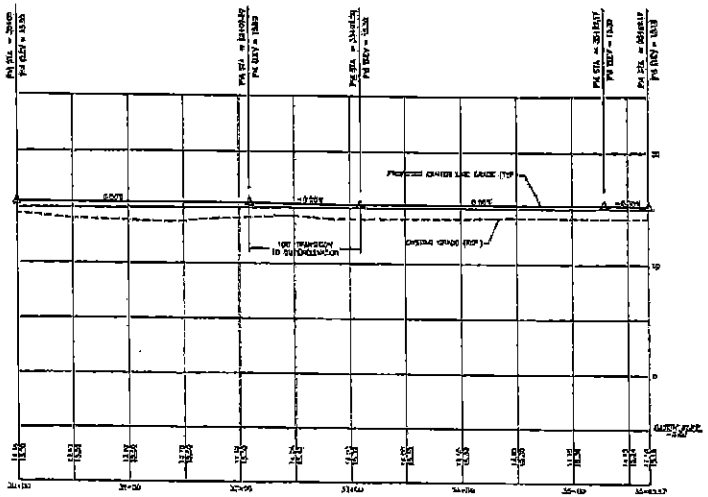
NORTH
GRAPHIC SCALE
1 INCH = 50FT



ACCESS ROAD "C" PLAN VIEW

FOR ROADWAY ALIGNMENT 30+00 = 35+80.17



ACCESS ROAD "C" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

Progress Energy

	SUBSTATION ENGINEERING
	PLAN AND PROFILE
	ST. MARKS EAST TRANSMISSION SUBSTATION
1	S-523-D105

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EXHIBIT 1

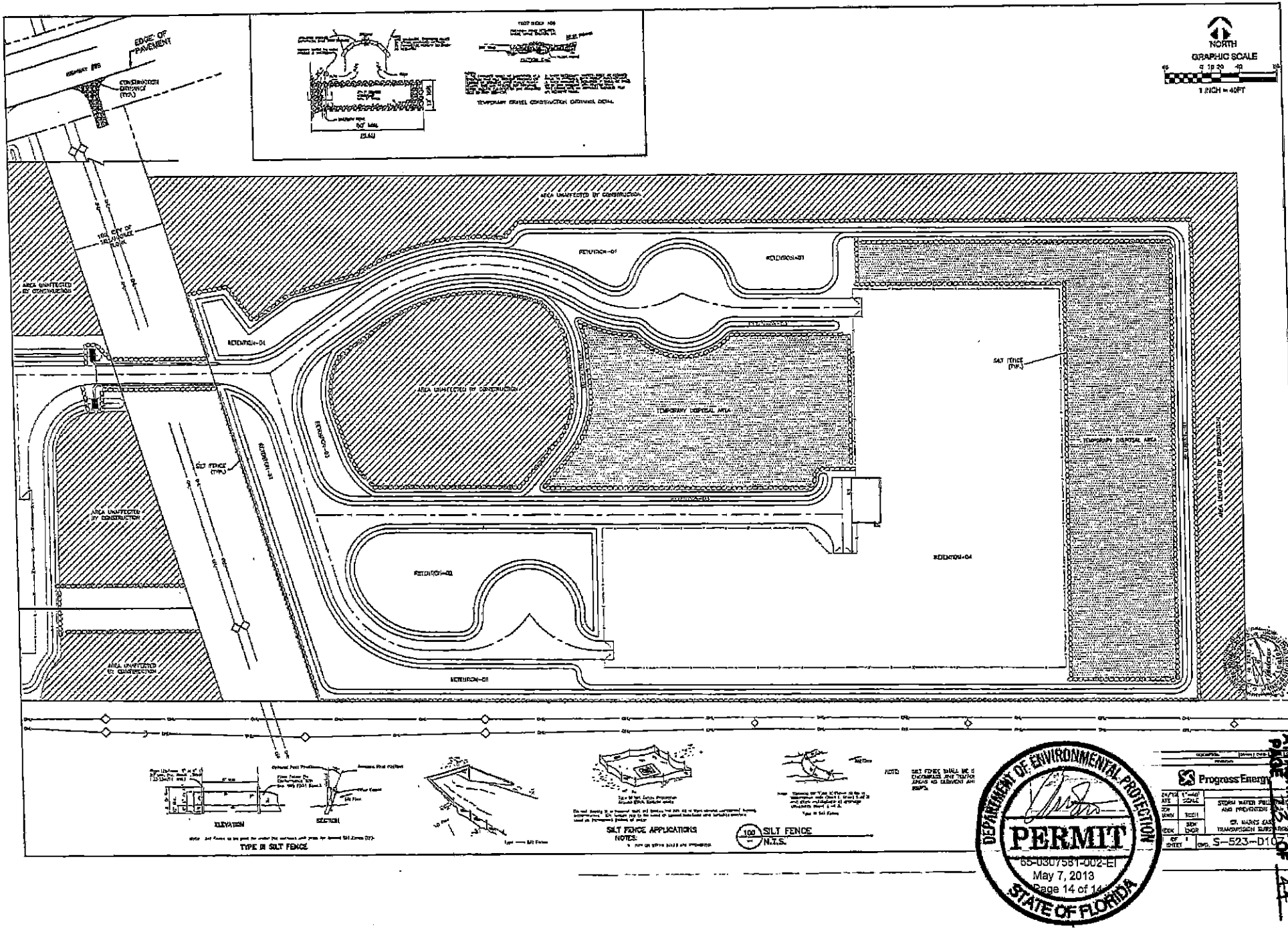

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EXHIBIT 2

St. Marks East Transmission Substation Operation and Maintenance Plan

Progress Energy Florida, Inc. shall provide the following maintenance for the operation of the St. Marks East Transmission Substation surface water management system:

1. All erosion is controlled and soil is stabilized to prevent sediment discharge to waters in the state.

2. The surface water management system is kept free of debris, trash, garbage, oils and greases, and other refuse.

3. Engineered surface water management systems that include oil and grease separators, skimmers, or collection devices are working properly and do not allow the discharge of oils or greases. Oils and greases or other materials removed from such a device during routine maintenance shall be disposed of at a sanitary landfill or by other lawful means.

4. All structures within engineered surface water management systems have not become clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable.

5. Inspections of the permitted system shall be conducted at least once every third year after conversion of a permit to the operation phase and shall be in accordance with subsection 62-346.095(6), F.A.C.

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DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
1002 WEST 23RD STREET, SUITE 350
PANAMA CITY, FLORIDA 32405

April 1, 2013

REPLY TO
ATTENTION OF

Regulatory Division
North Permits Branch
Panama City Permits Section
SAJ-2013-00477(NW-DNA)

Florida Power Corporation d/b/a Progress Energy Florida Inc.
Attn: Mr. William Linton
P.O. Box 14042; PEF 903
St. Petersburg, Florida 33733

Dear Mr. Linton:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on February 14, 2013, the file number SAJ-2013-00477. A review of the information and drawings provided indicates that the proposed work is to impact approximately 0.11 acres of wetlands for the construction of a transmission substation with associated driveways and boundary fencing. The project is located in Section 26, Township 3 South, Range 1 East, Latitude 30.189602, Longitude -84.207100, Wakulla County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 12. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP #12. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to

enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Self Certification**: Within 60 days of completion of the work authorized, the attached *Self-Certification Statement of Compliance* must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502.

2. **Cultural Resources/Historic Properties**:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the

permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Wetland Avoidance/Minimization Areas:** The Permittee shall avoid the remaining 0.5 acre(s) of onsite wetlands, (As detailed on Drawing 4 of 13). These natural wetland areas were avoided as part of the permit application review process and therefore will not be disturbed by any dredging, filling, mechanized land clearing, agricultural activities, or other construction work whatsoever. The Corps reserves the right to deny review of any requests for future impacts to these natural wetland areas.

4. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

5. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work the Permittee shall provide verification to the Corps that 0.10 federal mitigation bank credits have been purchased from the St. Marks River Mitigation Bank (SAJ-2008-02014). The required verification shall reference this project's permit number (SAJ-2013-00477).

6. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Panama City Regulatory Office.

7. **Other Federal, State or Local Permits**: This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter

258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 850-763-0717, extension 26.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to visit http://per2.nwp.usace.army.mil/survey.html and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this Internet address is case sensitive and should be entered as it appears above.

Sincerely,

Derek Adkins
Project Manager

Enclosures
Copy Furnished:
Flatwoods Consulting Group: Lee Walton

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **March 18, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2013-00477(NW-DNA)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2013-00477(NW-DNA)

Permittee's Name & Address (please print or type): _____

_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

_____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

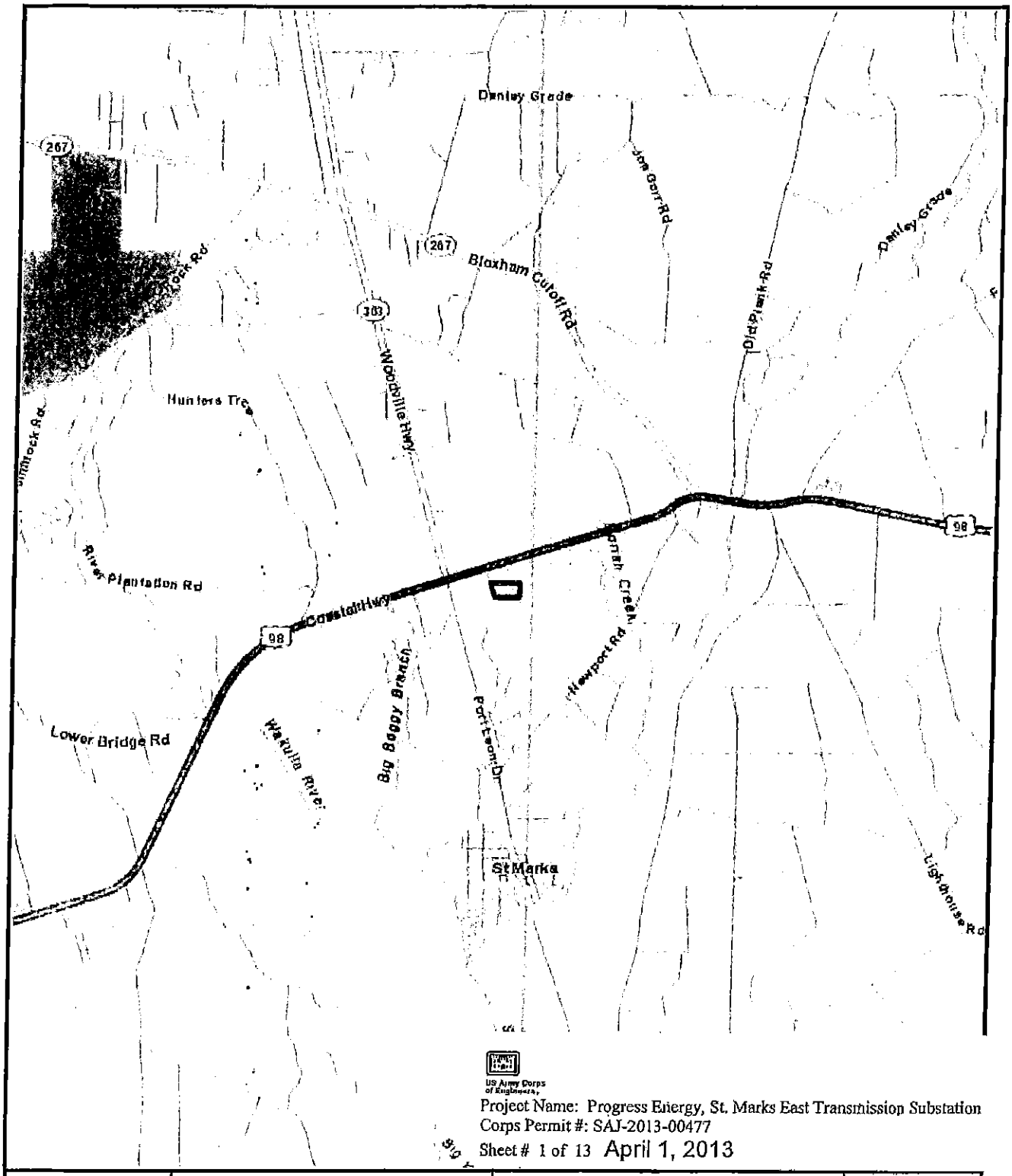
_____

_____

I certify that all work, and mitigation (if applicable), was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

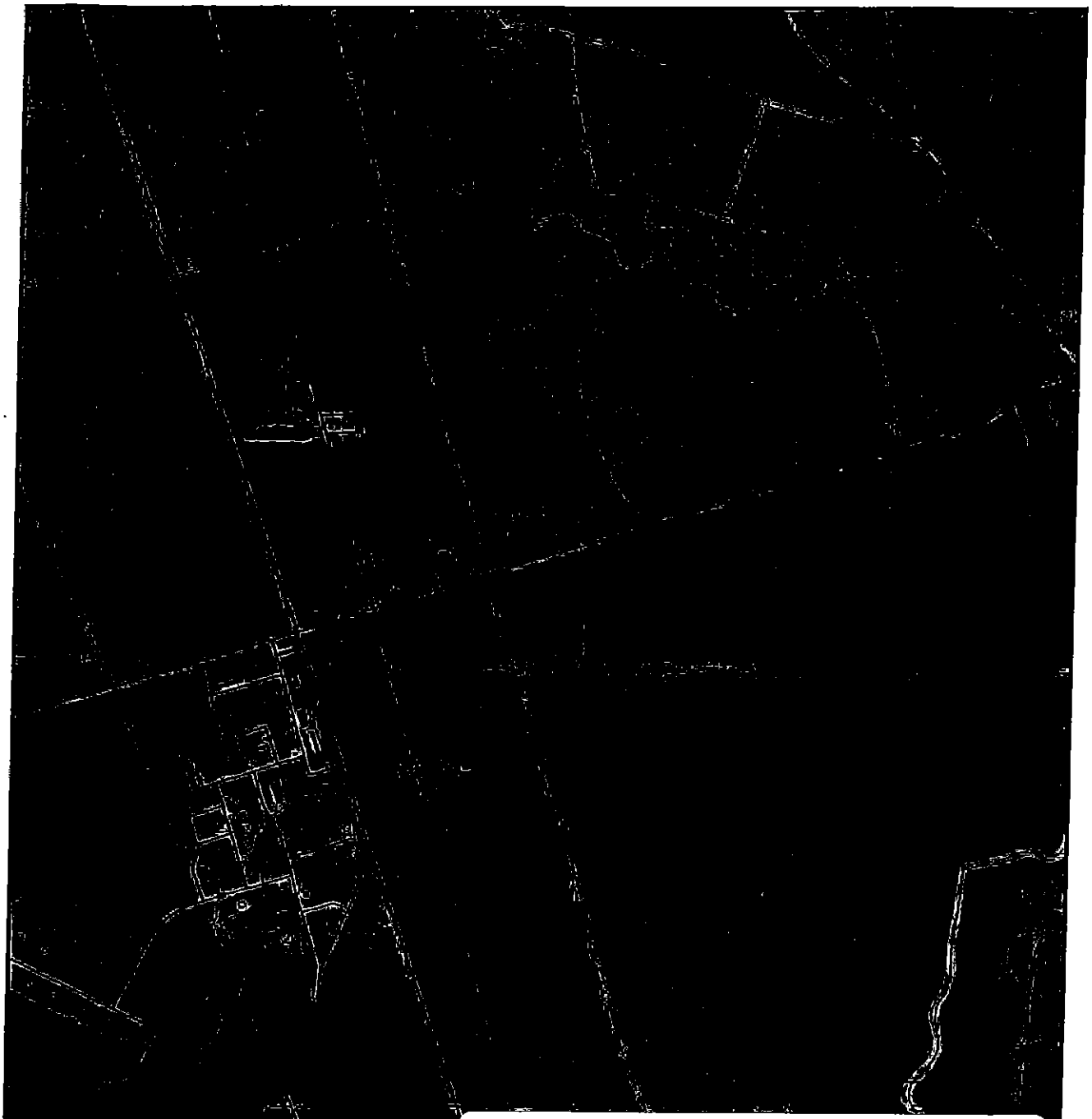


US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 1 of 13 April 1, 2013

Miles 0 1 1 in = 1 miles FLATWOODS Consulting Group	ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA WAKULLA COUNTY, FLORIDA	Project Boundary Source: ESRI World Streetmap	N W E S LOCATION MAP

P:\0001PEF\005-St. Marks Substation\GIS\LOCATION



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 2 of 13 April 1, 2013

SECTION	TOWNSHIP	RANGE
26	3S	1E

Feet
0 2,000
1 in = 2,000 feet

FLATWOODS Consulting Group

ST. MARKS EAST
TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

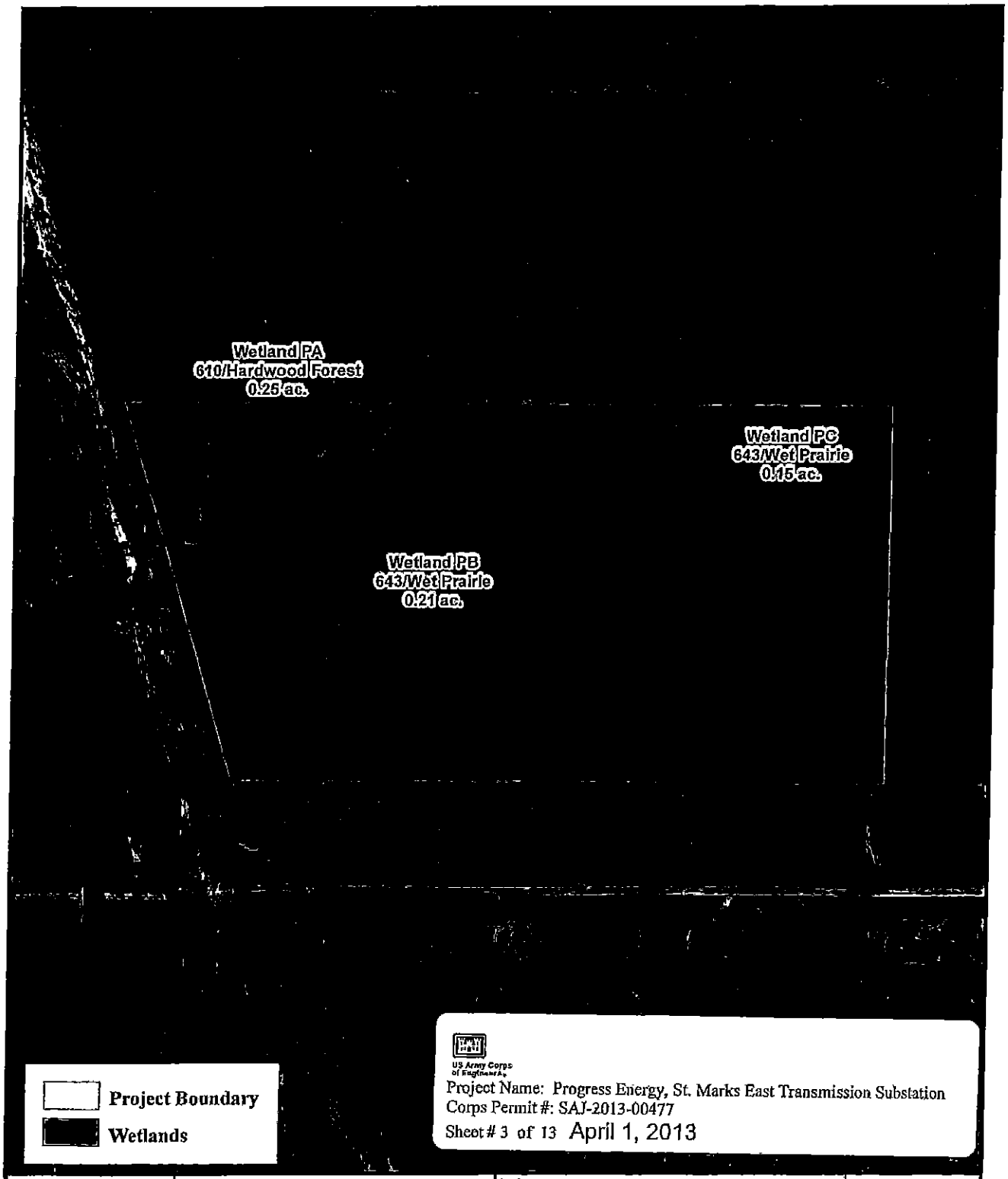
Project Boundary

Source: USGS Topo Quad

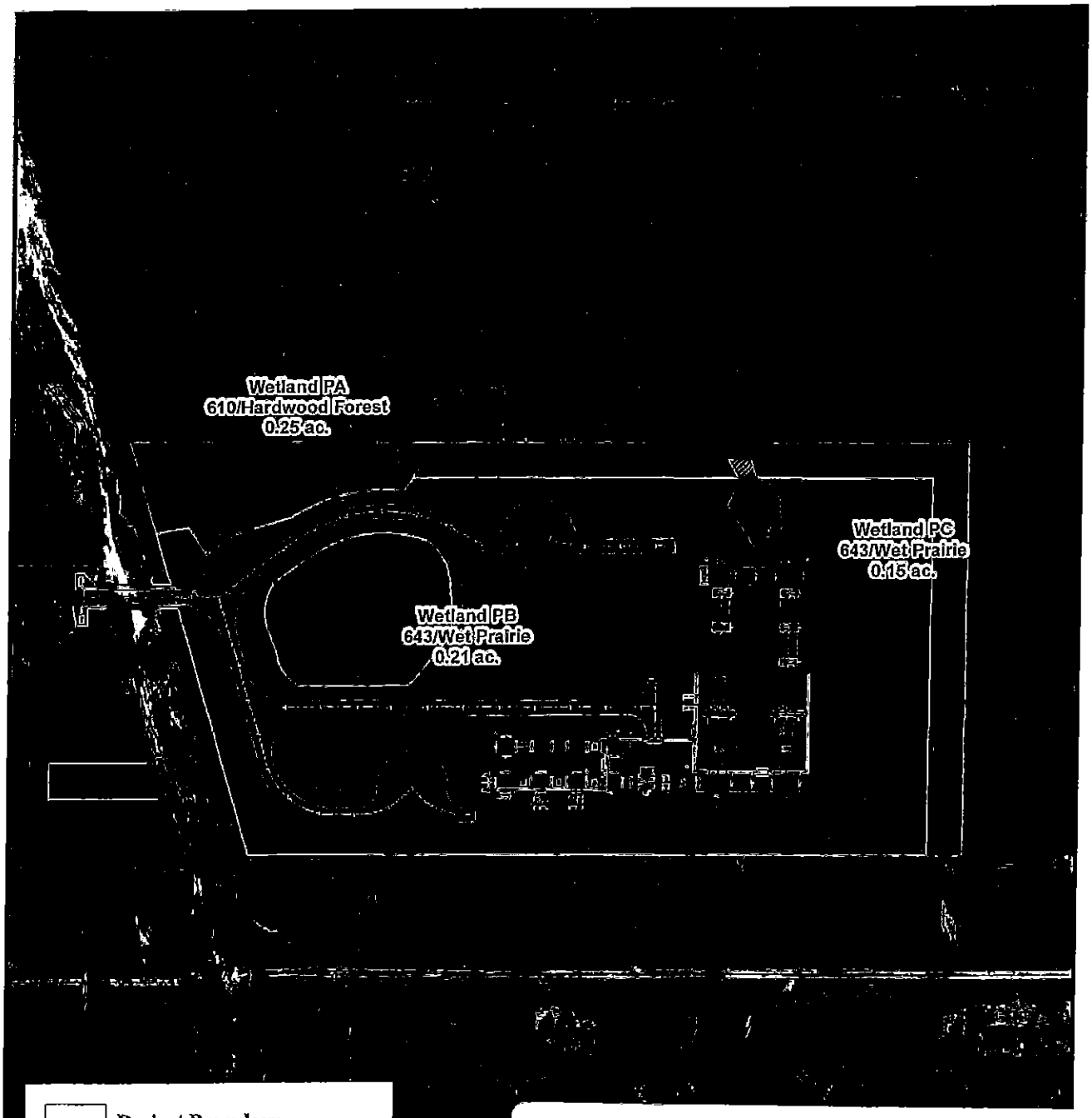
N
W E
S

QUAD MAP

P:\0001PEF005-St. Marks Substation\GIS\QUAD



P:\0001PEF\005-St. Marks Substation\GIS\SOILS



Project Boundary
Wetlands
Impact - 0.11 ac.
Secondary Impact - 0.02 ac.

US Army Corps of Engineers

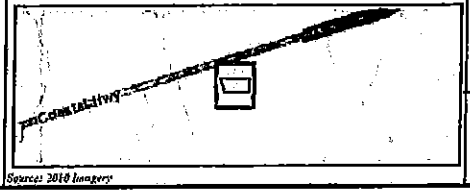
Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 4 of 13 April 1, 2013

Feet
0 200
1 In = 200 feet

FLATWOODS Consulting Group

ST. MARKS EAST
TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

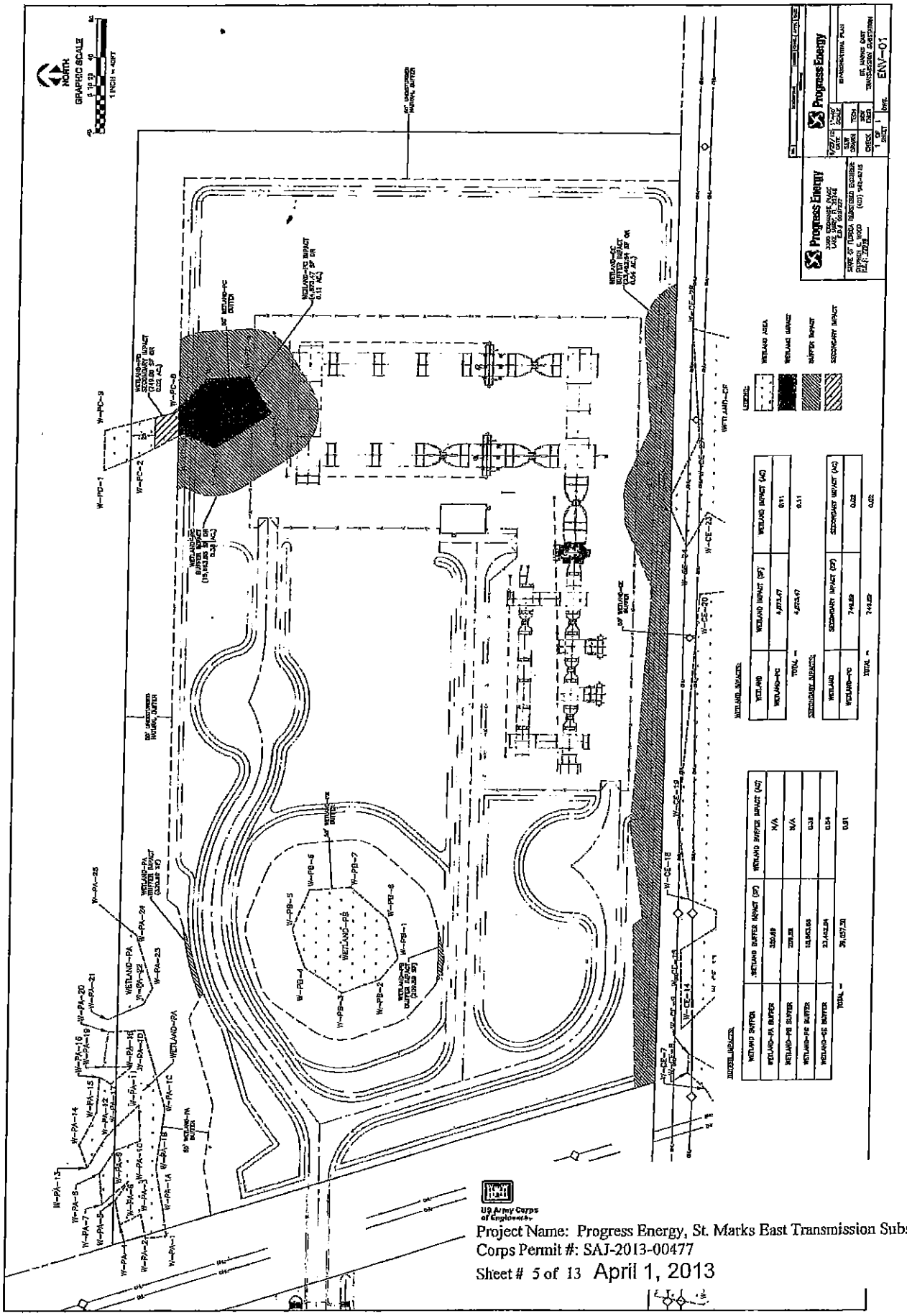
WAKULLA COUNTY, FLORIDA



N
W E
S

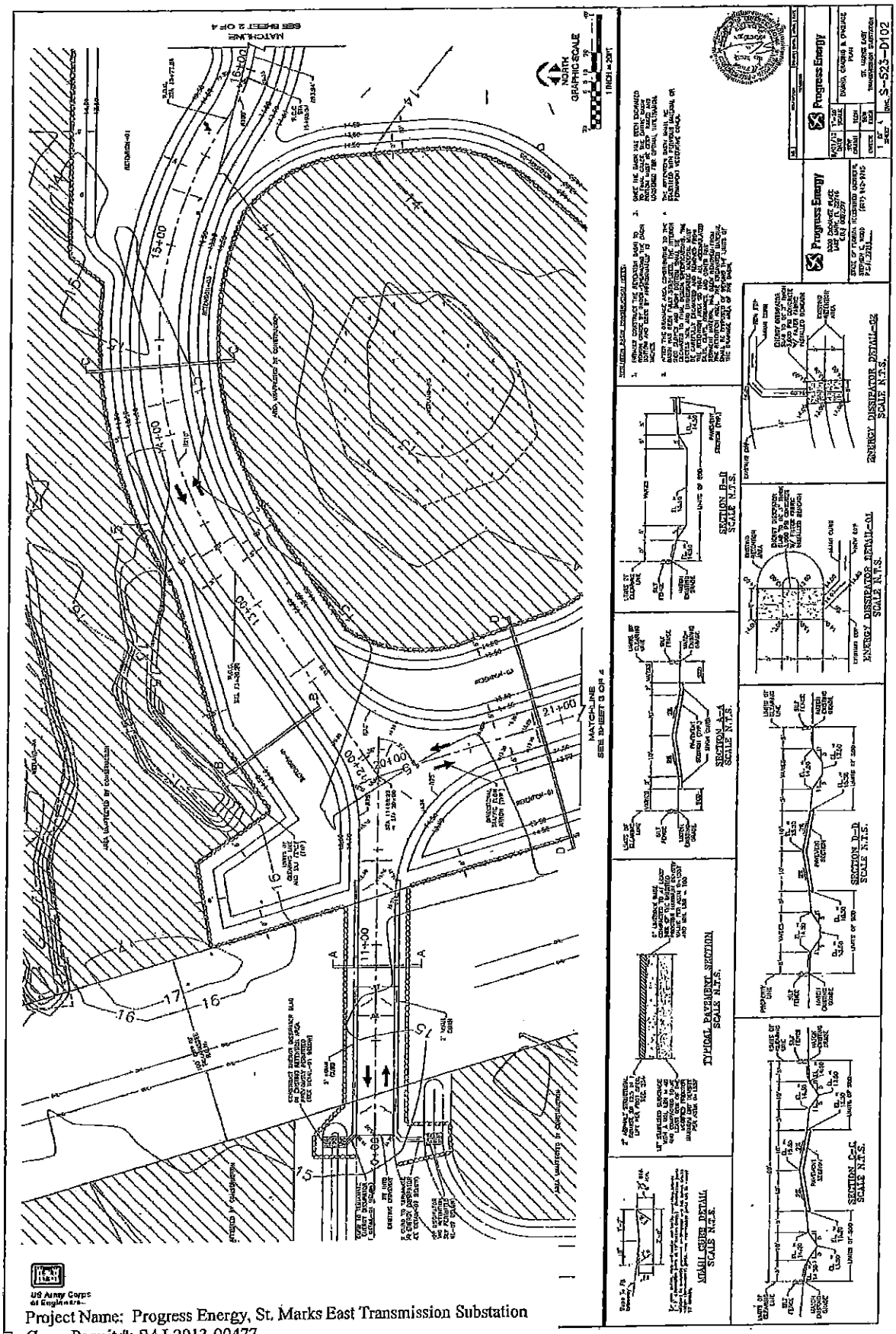
SITE PLAN MAP

P:\000 PEF\005-St. Marks Substation\GIS\SOIL S



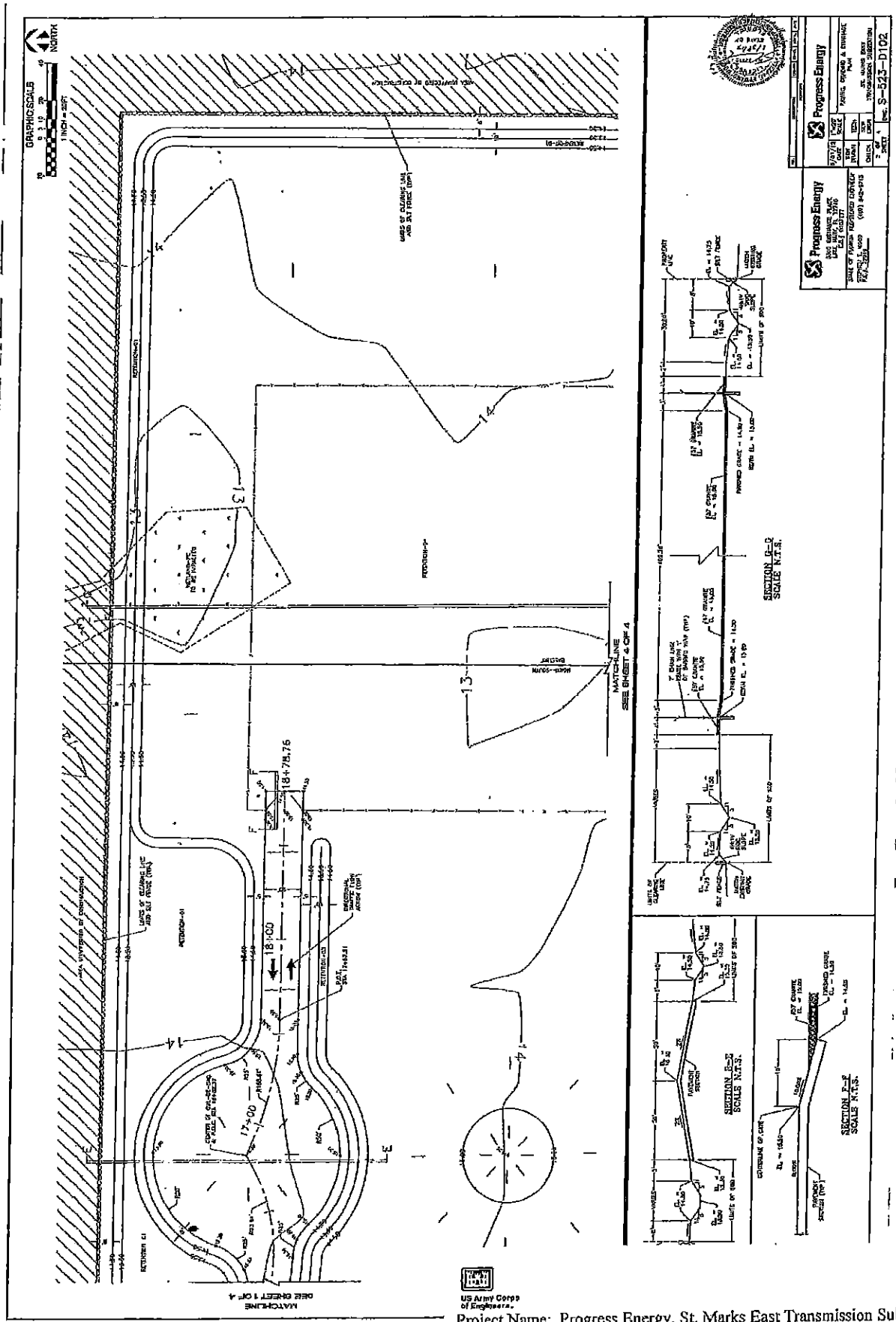
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 5 of 13 April 1, 2013



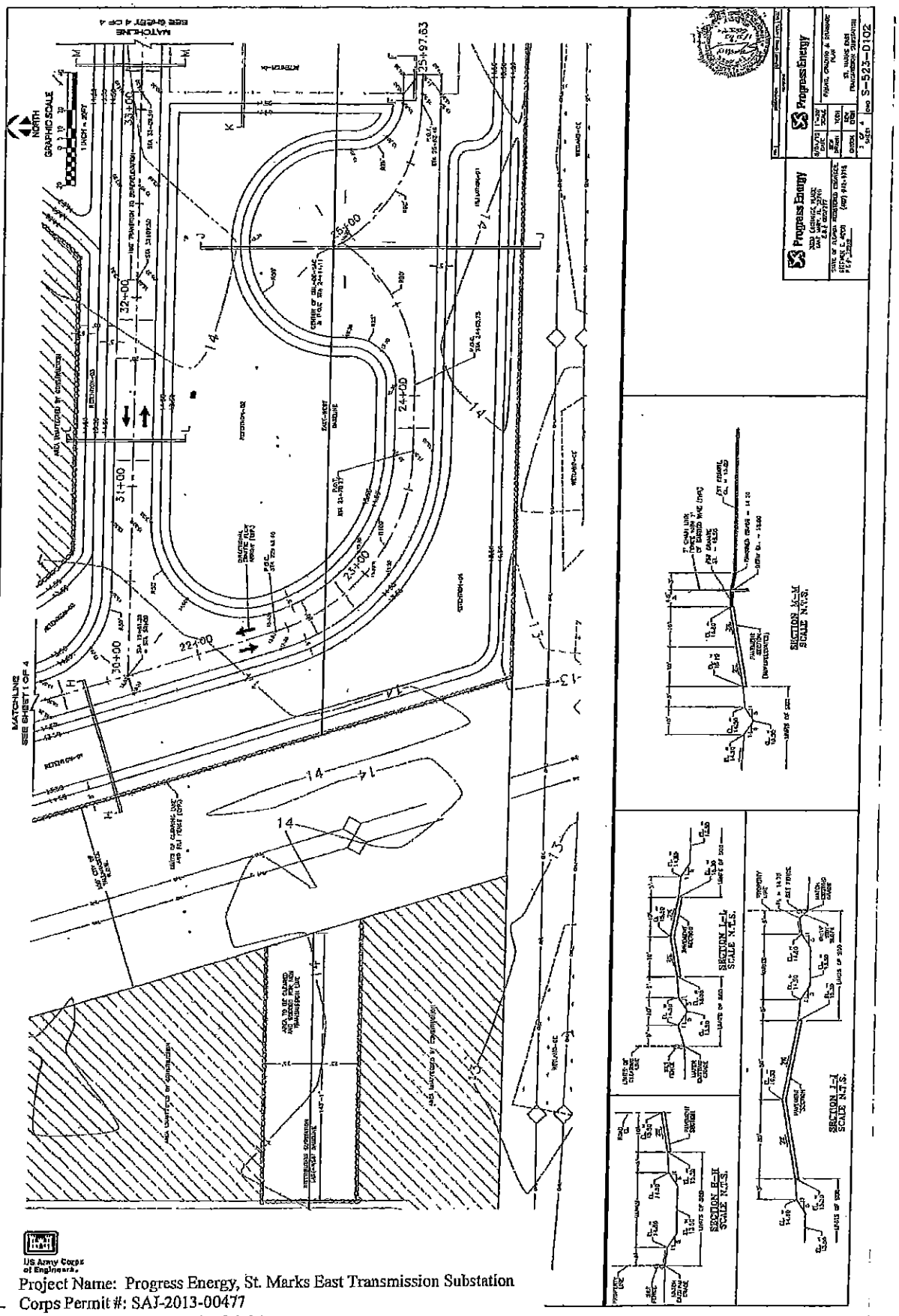
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 6 of 13 April 1, 2013



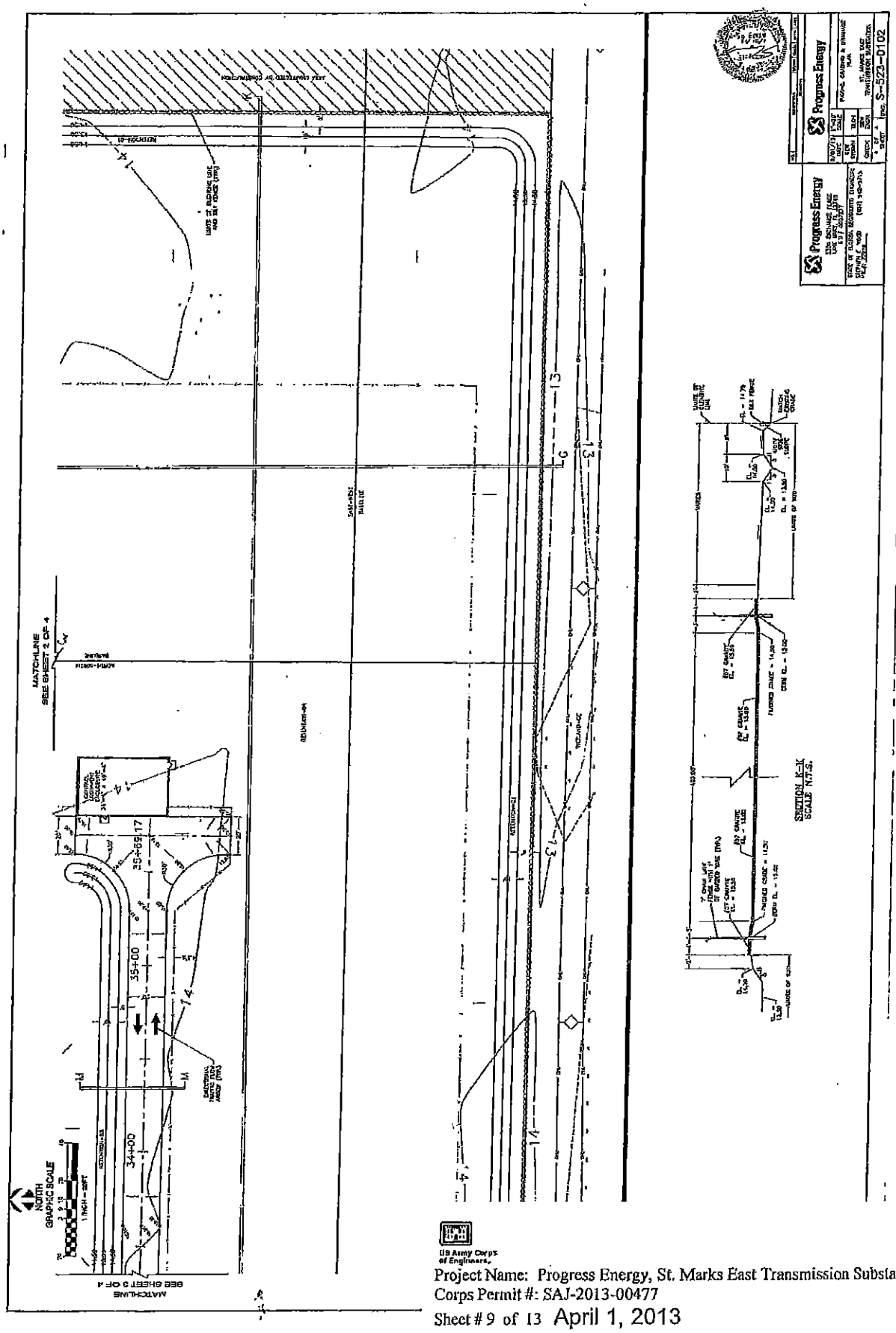
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 7 of 13 April 1, 2013



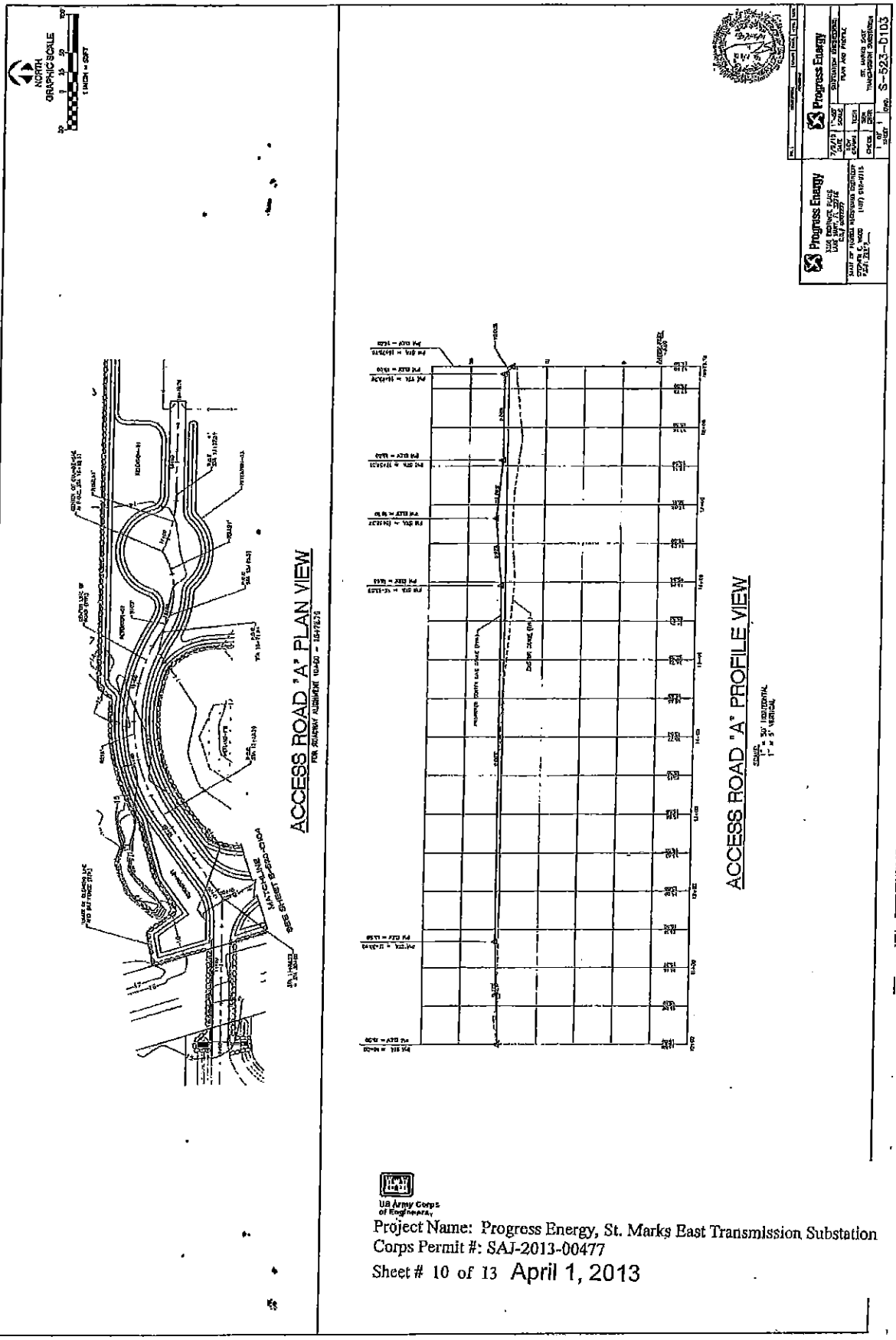
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 8 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 9 of 13 April 1, 2013

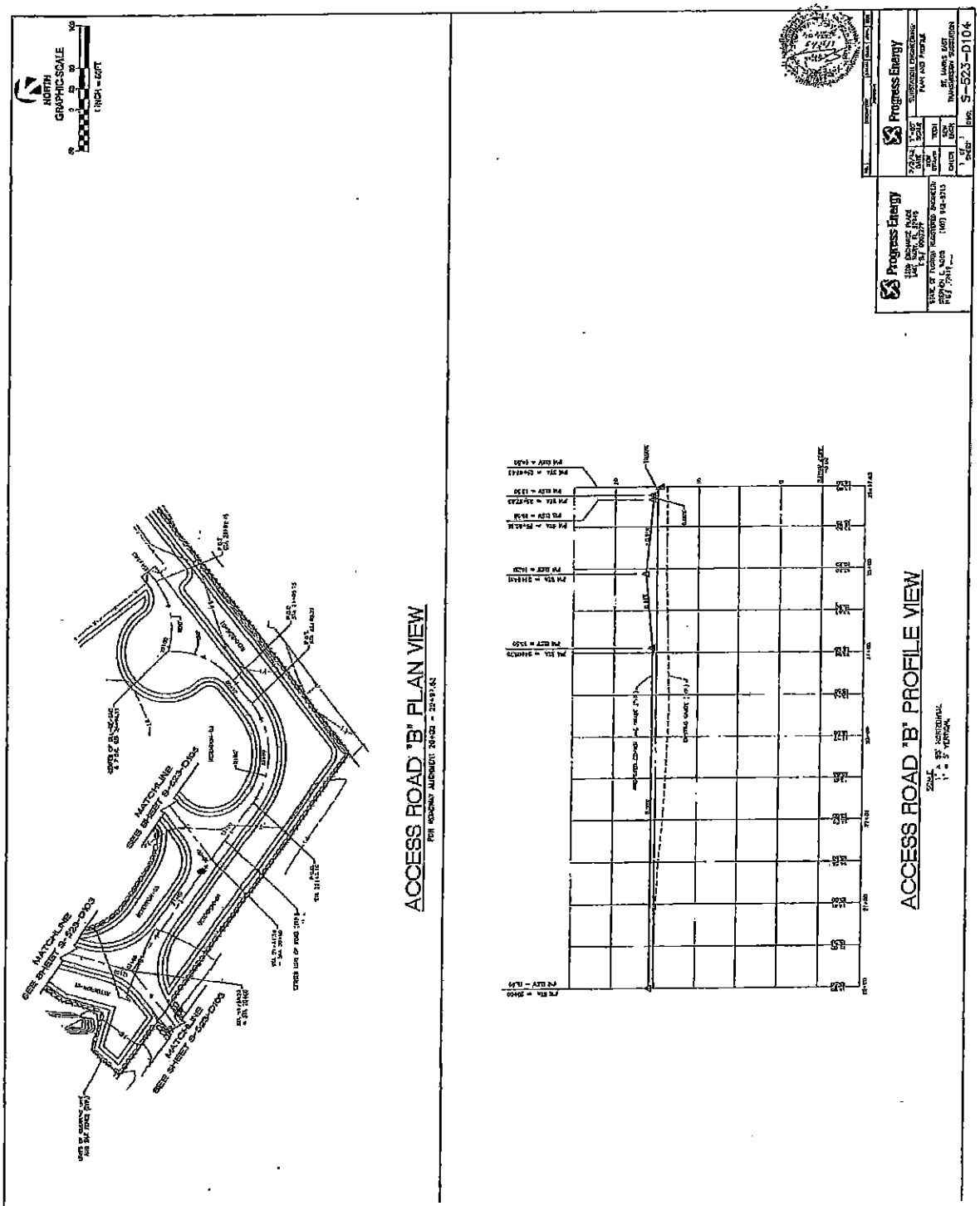


US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 10 of 13 April 1, 2013

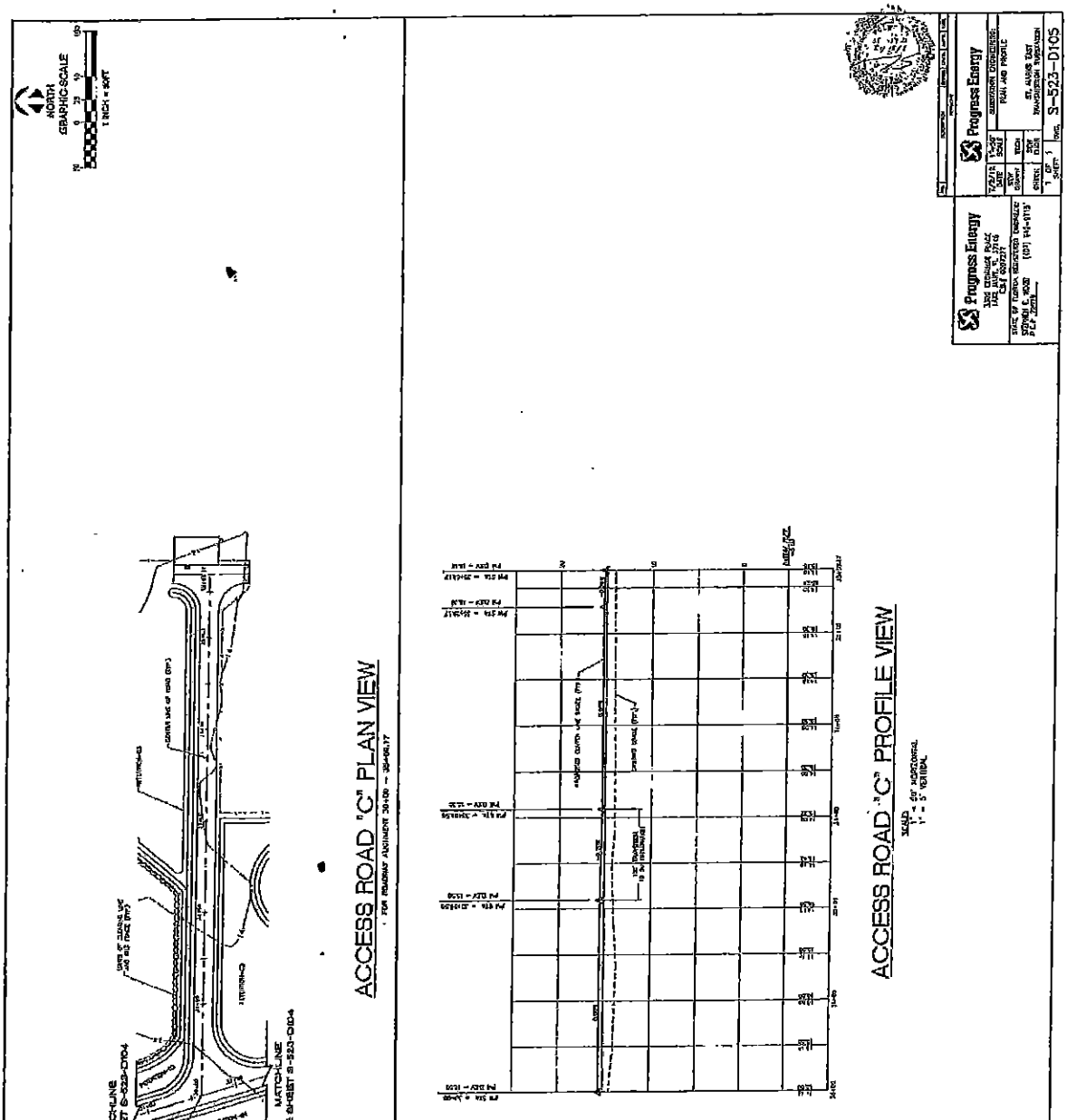
#5

ATTACHMENT
PAGE 42 OF 44



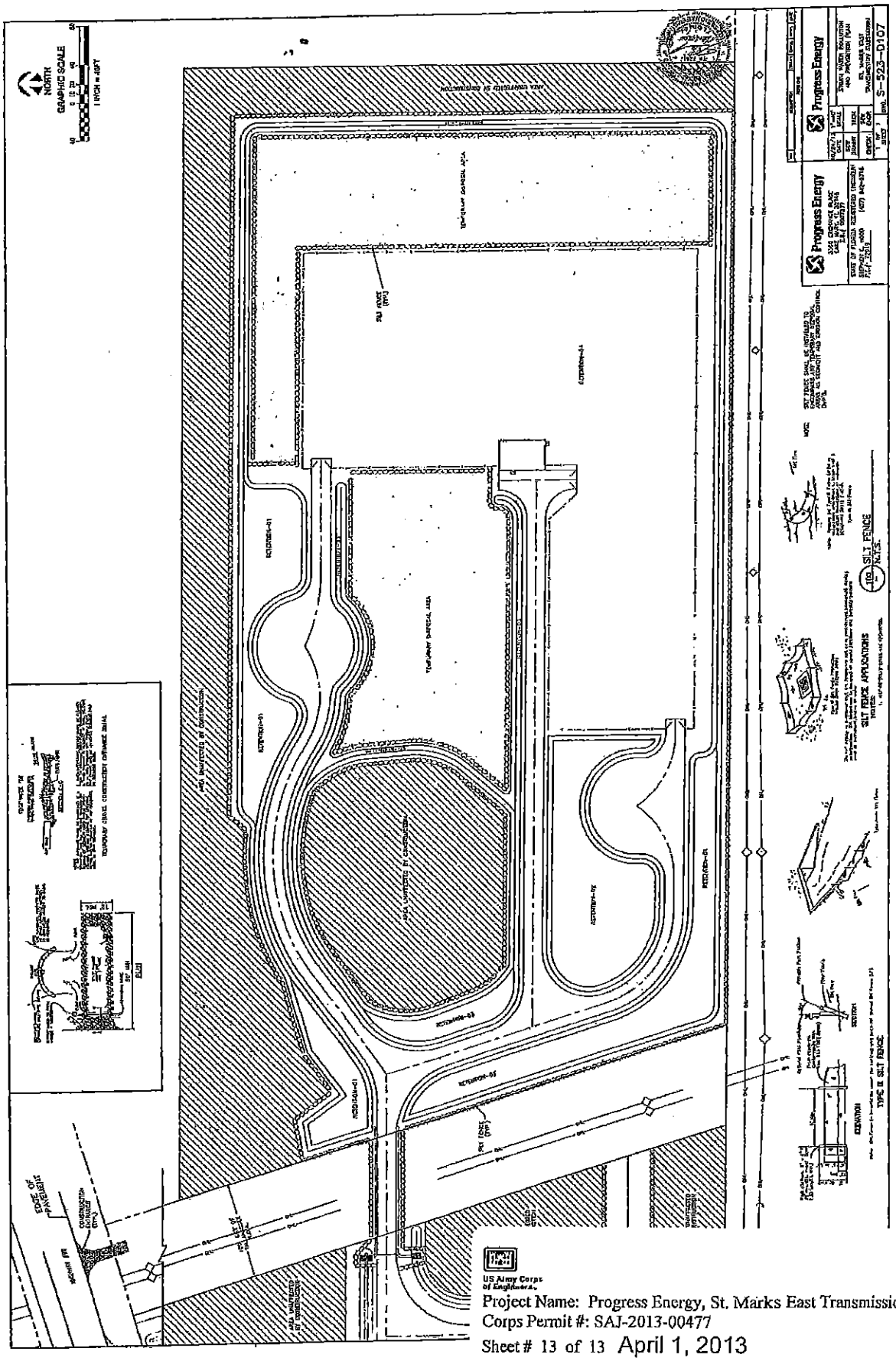
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 11 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 12 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 13 of 13 April 1, 2013

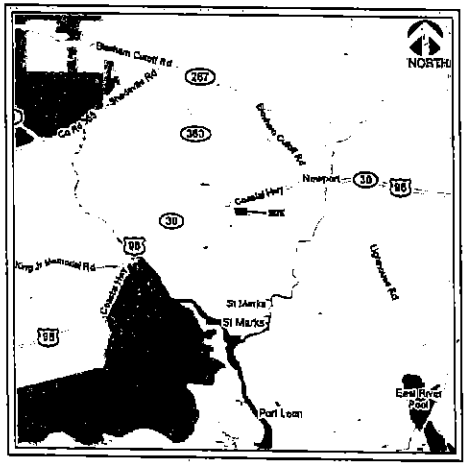
ATTACHMENT #1
PAGE 1 OF 15

Progress Energy

ST. MARKS EAST TRANSMISSION SUBSTATION

DRAWING#	DESCRIPTION
S-523-T1	TITLE SHEET
55183003C	BOUNDARY AND TOPOGRAPHIC SURVEY
55183004	TREE SURVEY
S-523-D3	GENERAL LAYOUT
S-523-D100	SOIL BORING LAYOUT
S-523-D101	CLEAR, GRADE & FILL LAYOUT
S-523-D102	PAVING, GRADING AND DRAINAGE LAYOUT (SHEETS 1 - 4)
S-523-D103	PLAN AND PROFILE
S-523-D104	PLAN AND PROFILE
S-523-D105	PLAN AND PROFILE
S-523-D106	ENVIRONMENTAL PLAN
S-523-D107	STORMWATER POLLUTION AND PREVENTION PLAN
L1 - L3	LANDSCAPE AND IRRIGATION PLANS

VICINITY MAP



SCALE: 1" = 6000'

NOTE:
PROGRESS ENERGY FLORIDA, INC. WILL BE RESPONSIBLE FOR MONITORING, SUBMITTING NOTICE OF CONSTRUCTION COMMENCEMENT, AND SUBMITTING AS-BUILT CERTIFICATION FOR THIS PROJECT WHEN COMPLETED.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72919
PROGRESS ENERGY FLORIDA, INC.
3300 EXCHANGE PLACE
LAKE MARY, FL
MAC: NP3A

PROJECT SUMMARY

APPLICANT : PROGRESS ENERGY
3300 EXCHANGE PLACE
LAKE MARY, FLORIDA 32746
OFFICE: (407)-942-9447
FAX: (407)-942-9348

CONTACT PERSON: THOMAS KILGORE

PROJECT DESCRIPTION:
PROPOSED ELECTRIC UTILITY SUBSTATION

PLUMBING REQUIREMENTS:
NO PROPOSED PLUMBING IMPROVEMENTS.

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

UTILITIES:
ELECTRIC: PROGRESS ENERGY
WATER: NONE ONSITE
SEWER: NONE ONSITE

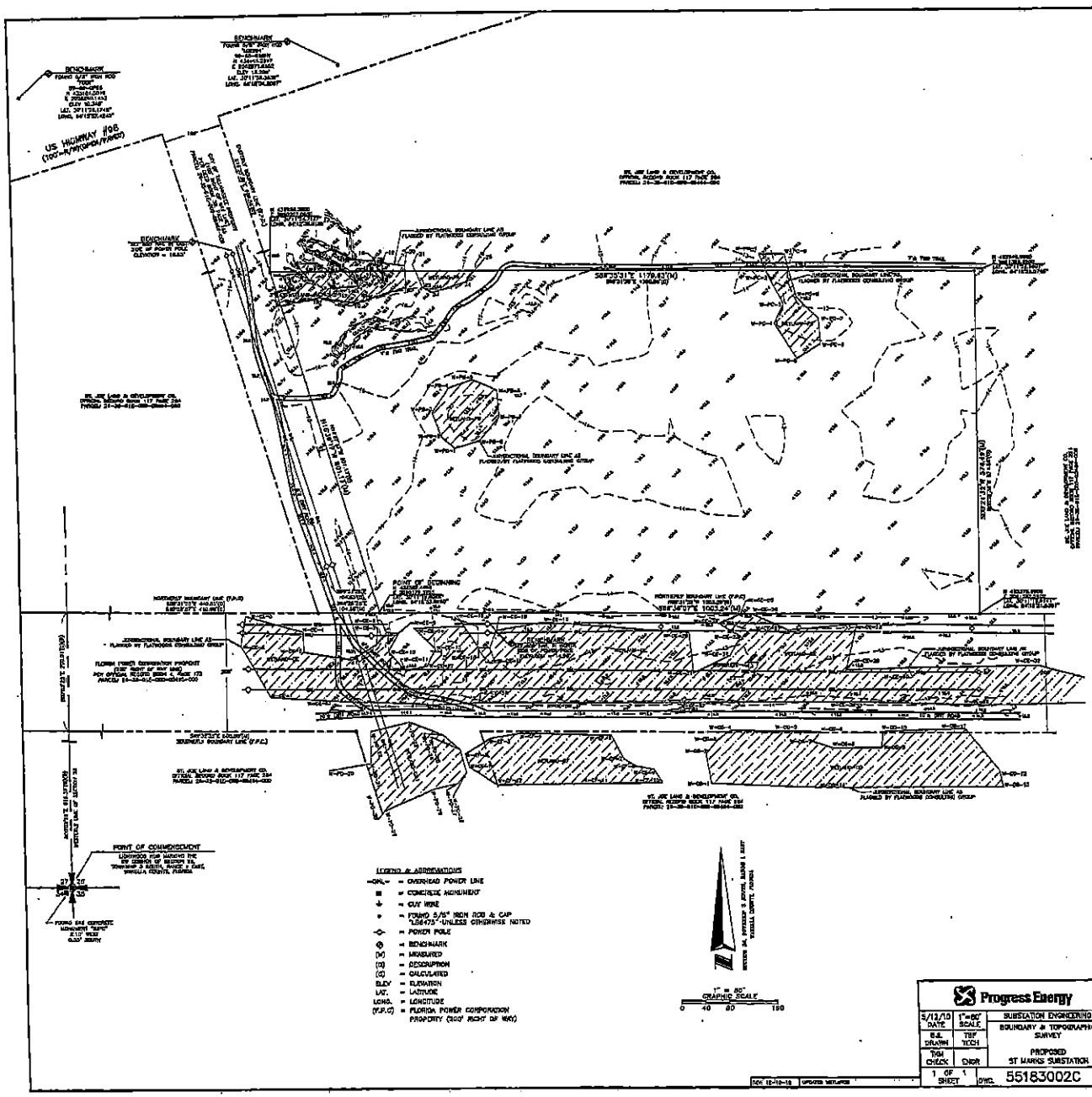
PROPERTY OWNER: PROGRESS ENERGY

PROGRESS ENERGY
ST MARKS EAST
TRANSMISSION SUBSTATION
TITLE SHEET

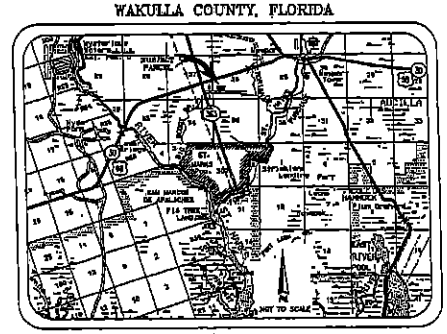
N.T.S. SCALE	8/15/12 DATE	S-523-T1 DRAWING NO.

#1

ATTACHMENT
PAGE 2 OF 18



WAKULLA COUNTY, FLORIDA



VICINITY MAP

SURVEYOR'S REPORT:

1. Utility locations if shown hereon are based on field location of markings by Utility Company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor or by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Measurement methods used for this survey meet MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING CH. 5J-17.050-.052 requirements.
4. Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.
5. Features shown by symbol as indicated in the legend are not to scale.
6. The bearings shown hereon are Grid and are based on Florida Department of Transportation Stations "59-98-BBBHV" and "59-98-GPS6". The relative bearing for this project is the monumented West line of Section 28, Township 3 South, Range 1 East, Wakulla County, Florida, being N00°02'28"E.
7. Vertical information shown hereon refers to Florida Department of Transportation Control Station "59-98-GPS6", Elevation = 10.345', NAVD88.
8. The electronic image of this map contains horizontal positions for all features shown relative to STATE PLANE COORDINATES.
9. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the Parcel as shown.
10. Unless shown, only those visible features in the immediate vicinity of the above described parcel boundary have been located.
11. Dimensions are shown in feet and decimals thereof.
12. The above described parcel contains 14.40 acres, more or less.
13. Information shown on adjacent properties was compiled using latest available data. No attempt was made by this firm to verify its accuracy.
14. Right of ways shown hereon for the Florida Power Corporation & City of Tallahassee was provided on a Survey prepared by Edwin G. Brown & Associates, dated 4/12/10, received from Tom Kilgore of Progress Energy Florida via email, dated April 22, 2010.

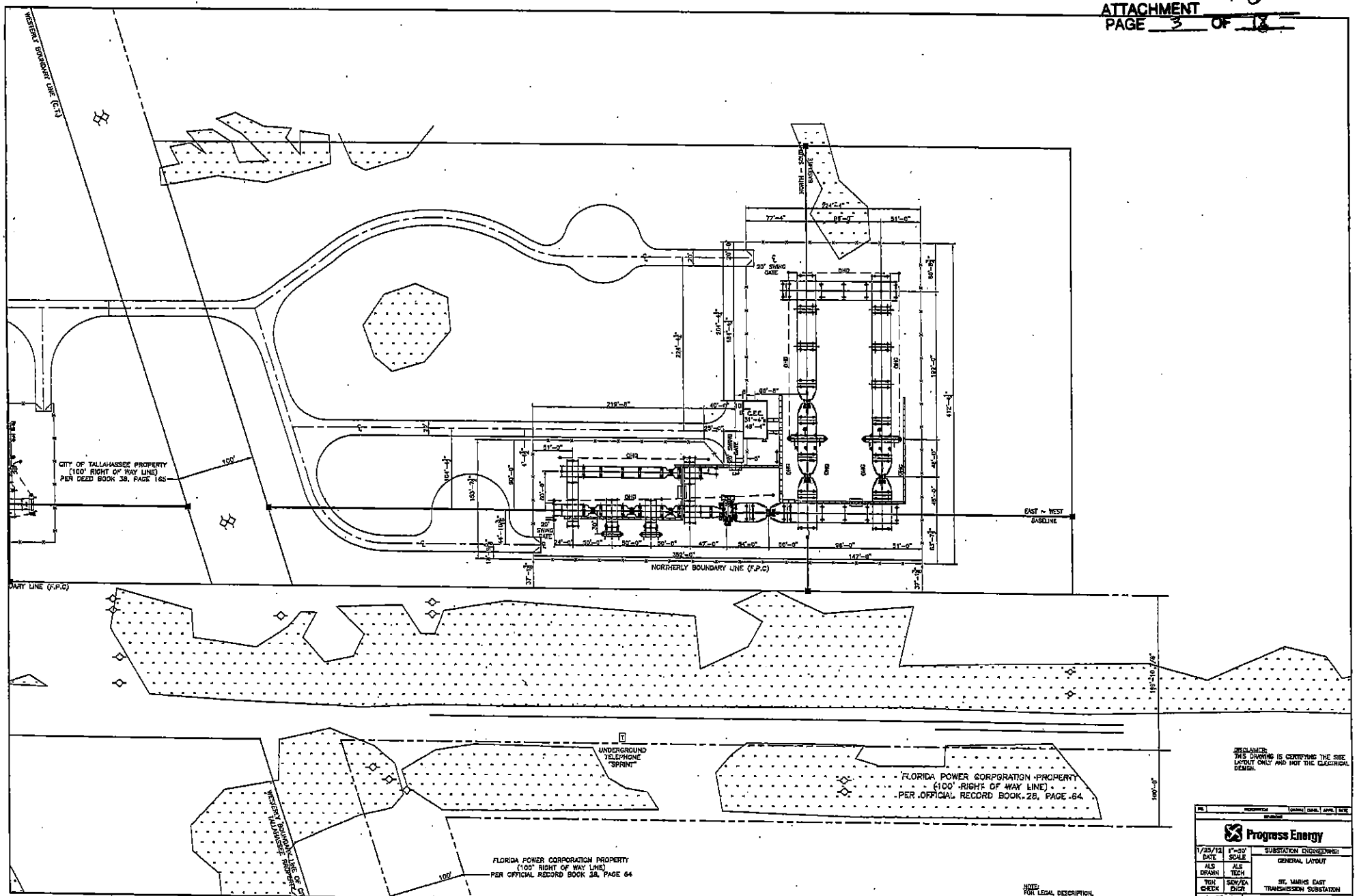
NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without the expressed written consent of the Surveyor.

Progress Energy		Boundary & Topographic Survey	
5/12/10 DATE	1"=80' SCALE	SUBSTATION ENGINEERING	
B.S. DRAWN	TBF TECH	BOUNDARY & TOPOGRAPHIC SURVEY	
TKM CHECK	ENGR	PROPOSED ST MARKS SUBSTATION	
1 OF 1 SHEET	DWG.	55183002C	

Survey Date 9-14-10	Drawing Number 65183	Scale 1"=80'
Certify to: Substation Engineering		
Progress Energy Florida		

ATTACHMENT #6
PAGE 3 OF 18



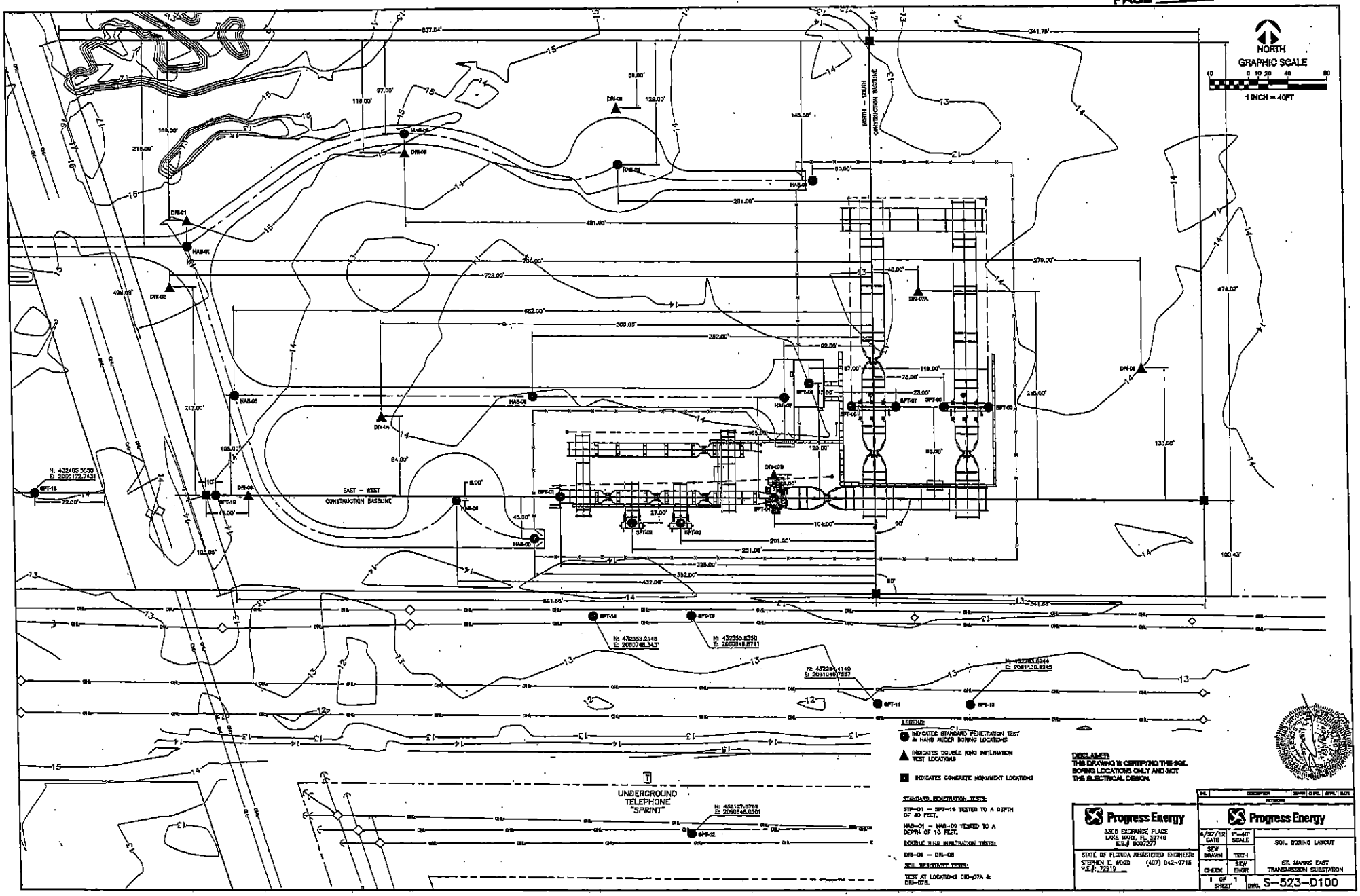
NOTE:
FOR LEGAL DESCRIPTION,
SEE DWG# S-523-D02.

DISCLAIMER:
THIS DRAWING IS DEPICTING THE SITE LAYOUT ONLY AND NOT THE ELECTRICAL DESIGN.

NO.	REVISION	DRAWN	CHKD.	APVD.	DATE

Progress Energy

1/23/13 DATE	1"=20' SCALE	SUBSTATION ENGINEERING: GENERAL LAYOUT
ALS DRAWN	ALS TECH	
TDN CHECK	SDW/EA ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D3



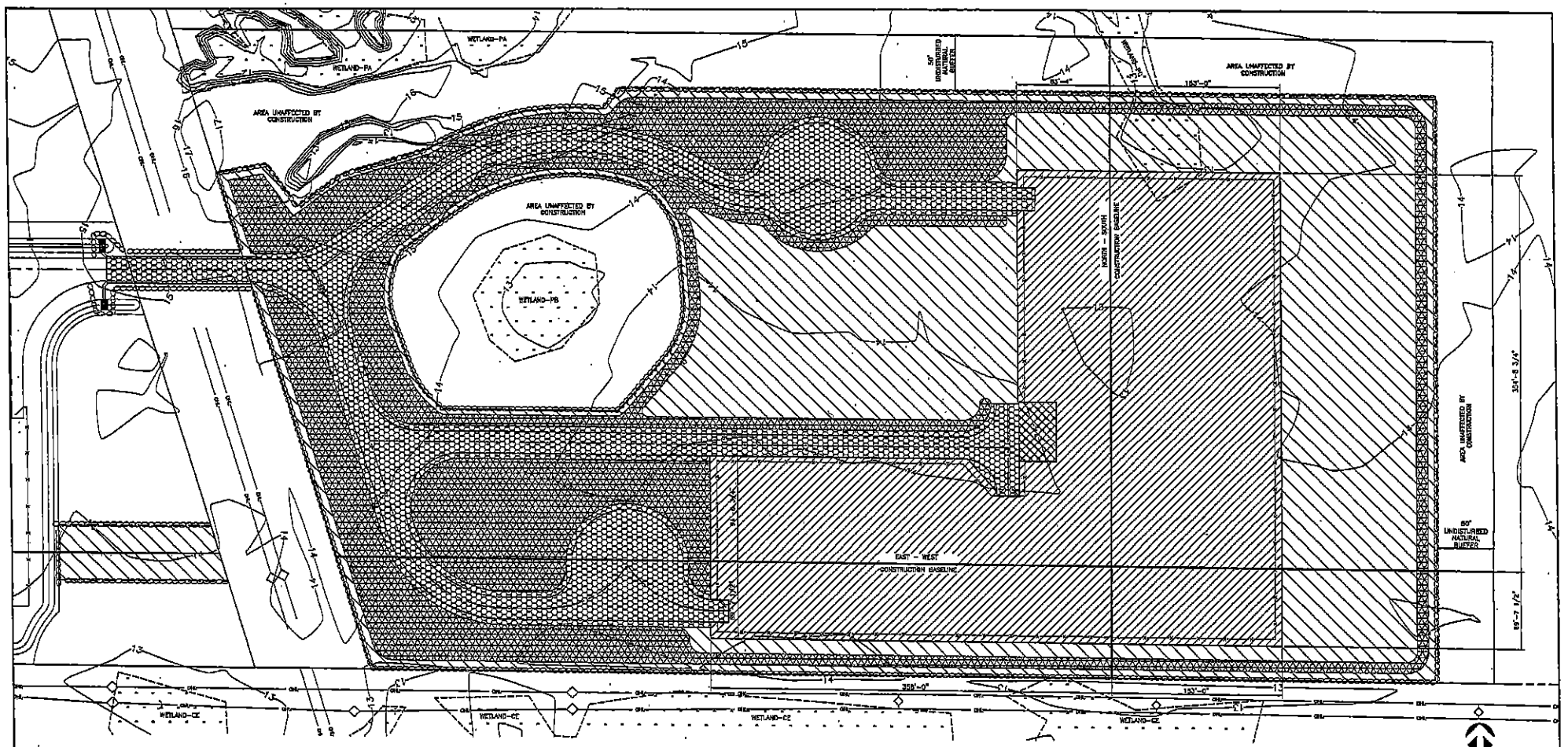
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 6007277

STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN E. WOOD (407) 942-9715
LIC.# 72519

Progress Energy

6/27/12 DATE	1"=40' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
1 OF 1 SHEET	DWG. S-523-D100

SOIL BORING LAYOUT
ST. MARKS EAST TRANSMISSION SUBSTATION



CLEAR, GRADE AND FILL NOTES:

1. CLEAR, GRADE AND FILL IS SUPERIMPOSED ON A PORTION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY, DWG.# S21630GSC PREPARED BY SOUTHEASTERN SURVEYING, PROFESSIONAL LAND SURVEYOR.
2. FILL DIRT SHALL BE FREE DRAINING, CLEAN SAND AND SHALL BE FREE OF SILT AND CLAY (GROUP A-1-b OR A-3 AS DEFINED IN AASHTO SPECIFICATIONS M-145).
3. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES ARE TO BE INSTALLED PRIOR TO CLEARING AND EARTHWORK COMMENCEMENT, AND SHALL BE OBSERVED AND MAINTAINED DURING CONSTRUCTION.
4. SLOPE SIDES AT 3:1 UNLESS NOTED. SOD SHOULDERS AND SIDE SLOPES TO THE CLEARING LIMIT. SOD SHALL BE INSTALLED PER P.E.F.'s LANDSCAPE SPECIFICATIONS.
5. EXISTING TURF ON THIS SITE SHALL REMAIN UNDISTURBED. ANY DAMAGE BY CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
6. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PROHISTORIC STONE TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND WAKULLA COUNTY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.
8. IF DURING CONSTRUCTION SOMETHING IS UNCOVERED PARTICULARLY OF AN ARCHEOLOGICAL NATURE, ALL WORK SHALL STOP AND THE STATE ARCHEOLOGICAL OFFICE AND WAKULLA COUNTY SHALL BE NOTIFIED.
9. ALL WELLS ON SITE SHALL BE PROPERLY ABANDONED IN PLACE PER NORTHWEST FLORIDA MANAGEMENT REGULATIONS.
10. CONSTRUCTION BASELINE MONUMENTS SHALL NOT BE DISTURBED DURING CONSTRUCTION ACTIVITIES.
11. #57 GRANITE SHALL BE THE LAST ITEM INSTALLED IN THE SUBSTATION YARD.
12. THE #57 GRANITE SHALL NOT BE COMPACTED DURING OR AFTER INSTALLATION.

REFERENCE DWGS:

FOR LEGAL DESCRIPTION, TOPOGRAPHIC INFORMATION AND SURVEY NOTES, SEE DWG.# S21630GSC.

FOR BASELINE LOCATIONS, SEE DWG.# S-523-D100.

FOR ACCESS DRIVE LAYOUT, SEE DWG.# S-523-03.

FOR CLEAR, GRADE AND FILL SECTION DETAILS, SEE DWG.# S-523-D102. (SHEETS 1-4).

FOR PAVING AND DRAINAGE DETAILS, SEE DWG.# S-523-D102. (SHEETS 1-4).

FOR STORMWATER POLLUTION AND PREVENTION PLAN SEE DWG.# S-523-D107.

RETENTION BASIN CONSTRUCTION NOTES:

1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNDESIRABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMEABLE MATERIAL OR PERMANENT VEGETATIVE COVER.

LEGEND:

- INDICATES AREA TO BE CLEARED, GRADED AND FILLED TO ELEVATION 14.00' NAVD88.
- INDICATES AREA TO BE CLEARED, GRADED AND FILLED FOR PLACEMENT OF ASPHALTIC CONCRETE. ACCESS DRIVE TO BE INSTALLED PER W.A.# 190551, SEE DWG.# S-523-D102 (SHEETS 1-4) FOR ACCESS DRIVE DETAILS AND CROSS SECTIONS.
- INDICATES CONTROL EQUIPMENT ENCLOSURE AREA TO BE GRADED TO ELEVATION 15.00' NAVD88 AND COMPACTED TO 95% OF MODIFIED PROCTOR (AASHTO-T-180) IN 8-12 INCH LIFTS.
- PROPOSED STORMWATER AREA.
- ADDITIONAL CLEARING AREA.
- CLEARING LINE
- -OHL- OVERHEAD UTILITY LINE
- -50- MAJOR CONTOUR LINE
- -51- MINOR CONTOUR LINE
- SILT FENCE
- WETLAND LINE

NORTH

GRAPHIC SCALE
40 0 10 20 40 80
1 INCH = 40FT

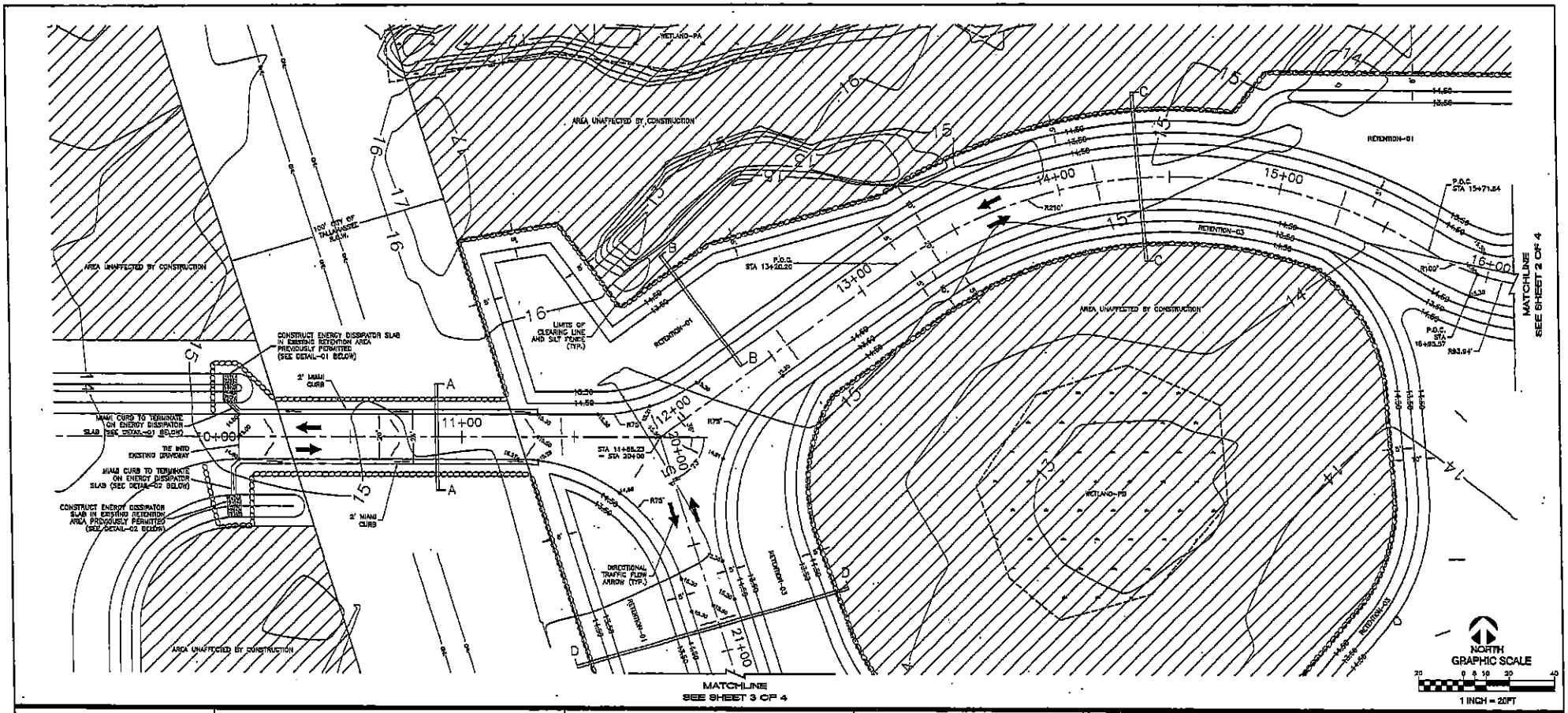
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.B.# 0007277

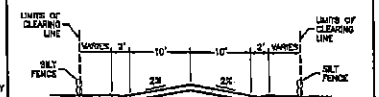
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72619

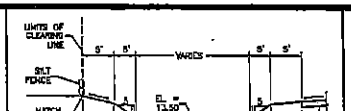
NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

8/01/13 DATE	1"=40' SCALE	CLEAR, GRADE & FILL LAYOUT
SEW DRAWN	TECH	ST. MARKS EAST TRANSMISSION SUBSTATION
CHECK	SEW ENGR	
1 OF 1 SHEET	DWG.	S-523-D101

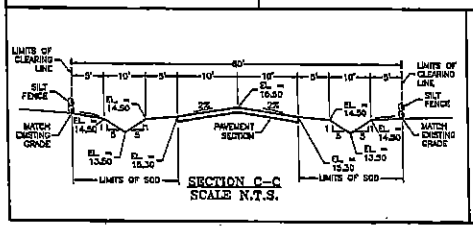


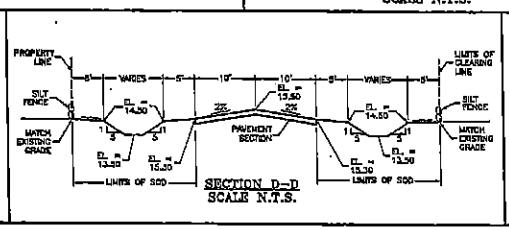


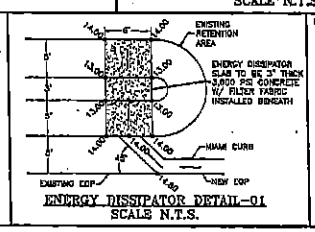


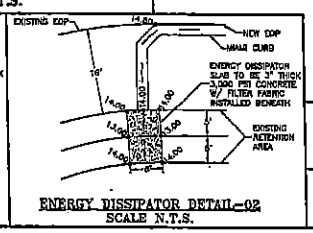
RETENTION BASIN CONSTRUCTION NOTES:

1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNSUITABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERVIOUS MATERIAL OR PERMANENT VEGETATIVE COVER.









Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007237

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72519

NO.	DESCRIPTION	DRWN	CHKD	APPD	DATE
	REVISION				

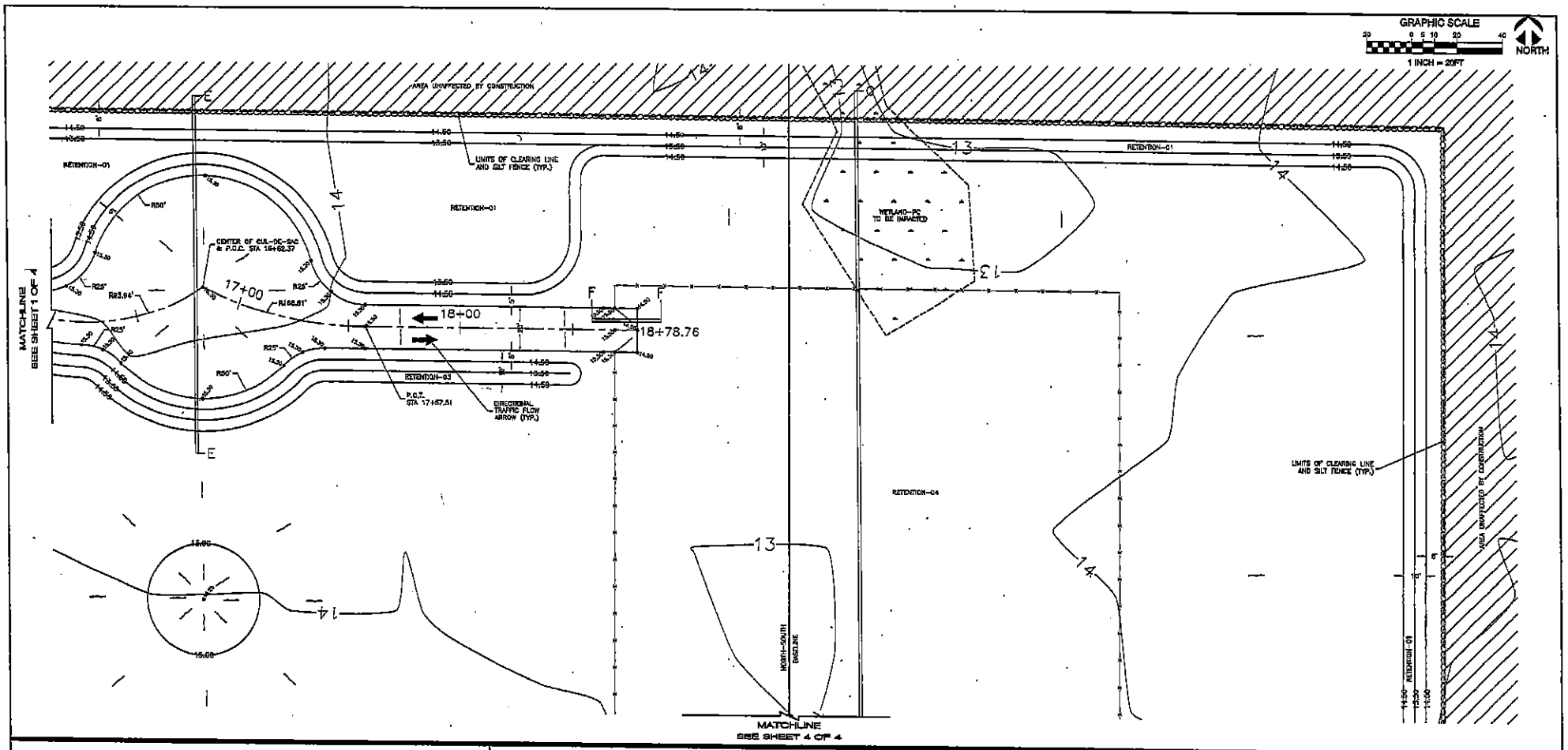
Progress Energy

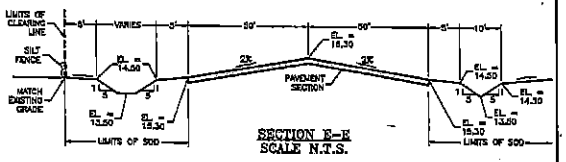
8/01/12 DATE	1"=20' SCALE
DRWN	TECH
CHKD	ENGR
3 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

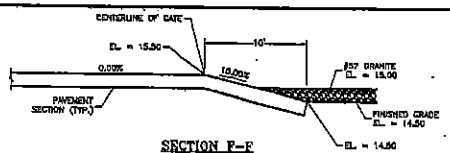
ST. MARKS EAST TRANSMISSION SUBSTATION

ATTACHMENT 8 PAGE 8 of 8 #16

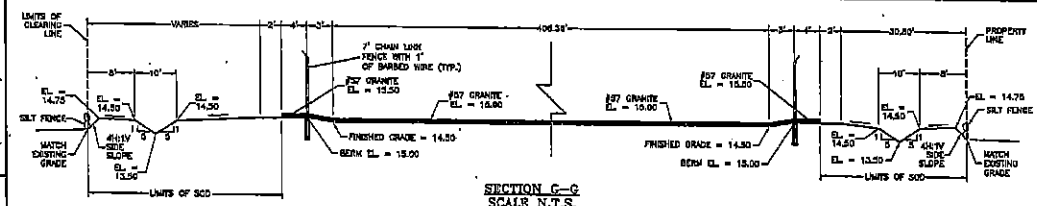




SECTION E-E
SCALE N.T.S.



SECTION F-F
SCALE N.T.S.



SECTION G-G
SCALE N.T.S.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72919

NO.	DESCRIPTION	DRAWN	CHECK	APPR.	DATE

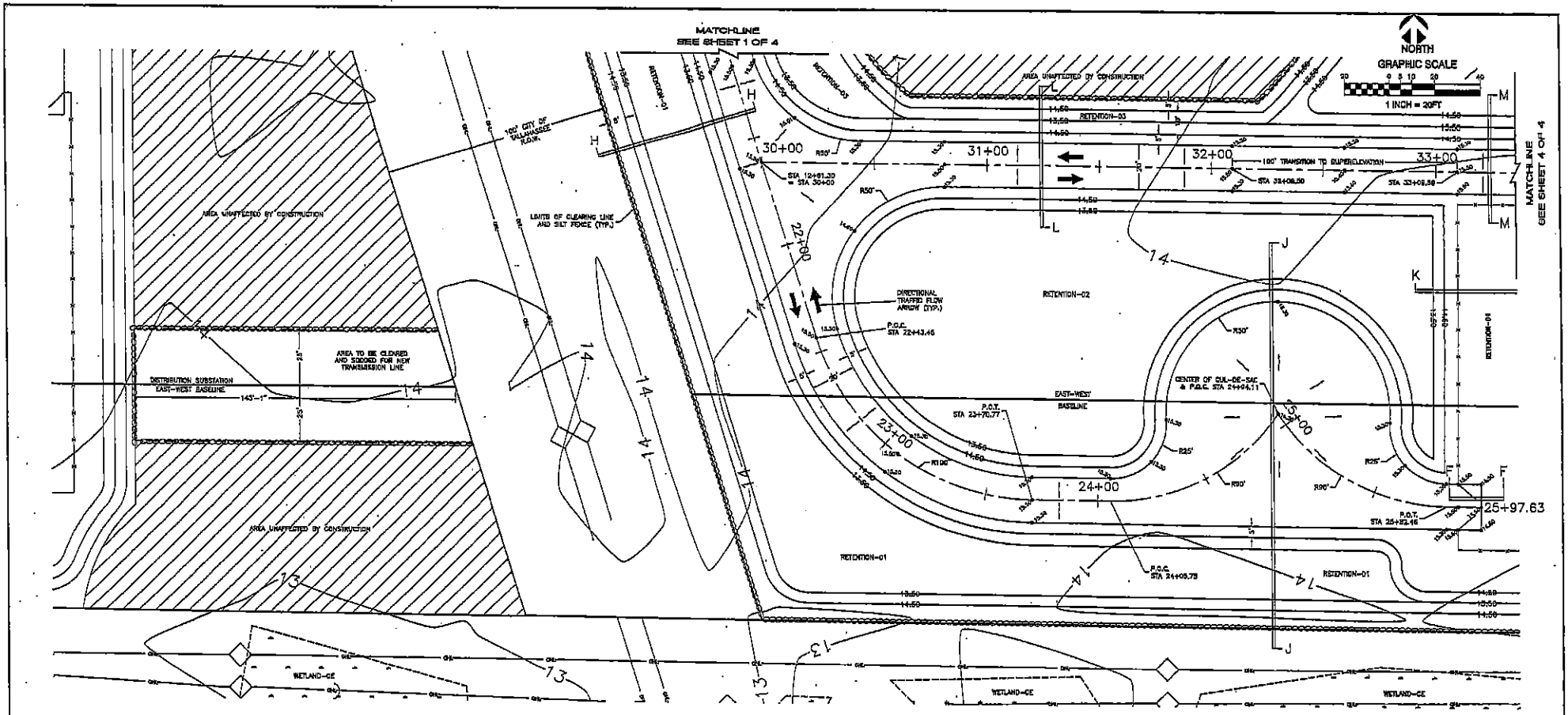
Progress Energy

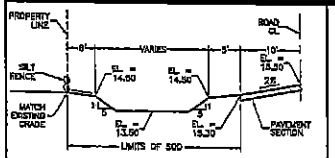
6/01/12 DATE	1"=50' SCALE
NEW DRAWN	TECH
CHECK	SENIOR
2 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

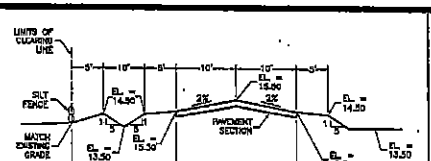
ST. MARKS EAST TRANSMISSION SUBSTATION

ATTACHMENT #6
PAGE 9 OF 12

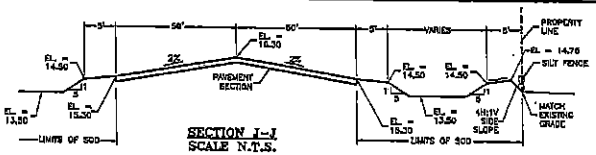




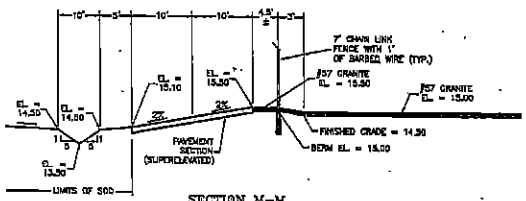
SECTION H-H
SCALE N.T.S.



SECTION I-I
SCALE N.T.S.



SECTION J-J
SCALE N.T.S.



SECTION M-M
SCALE N.T.S.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-5715
P.E.#: 72310

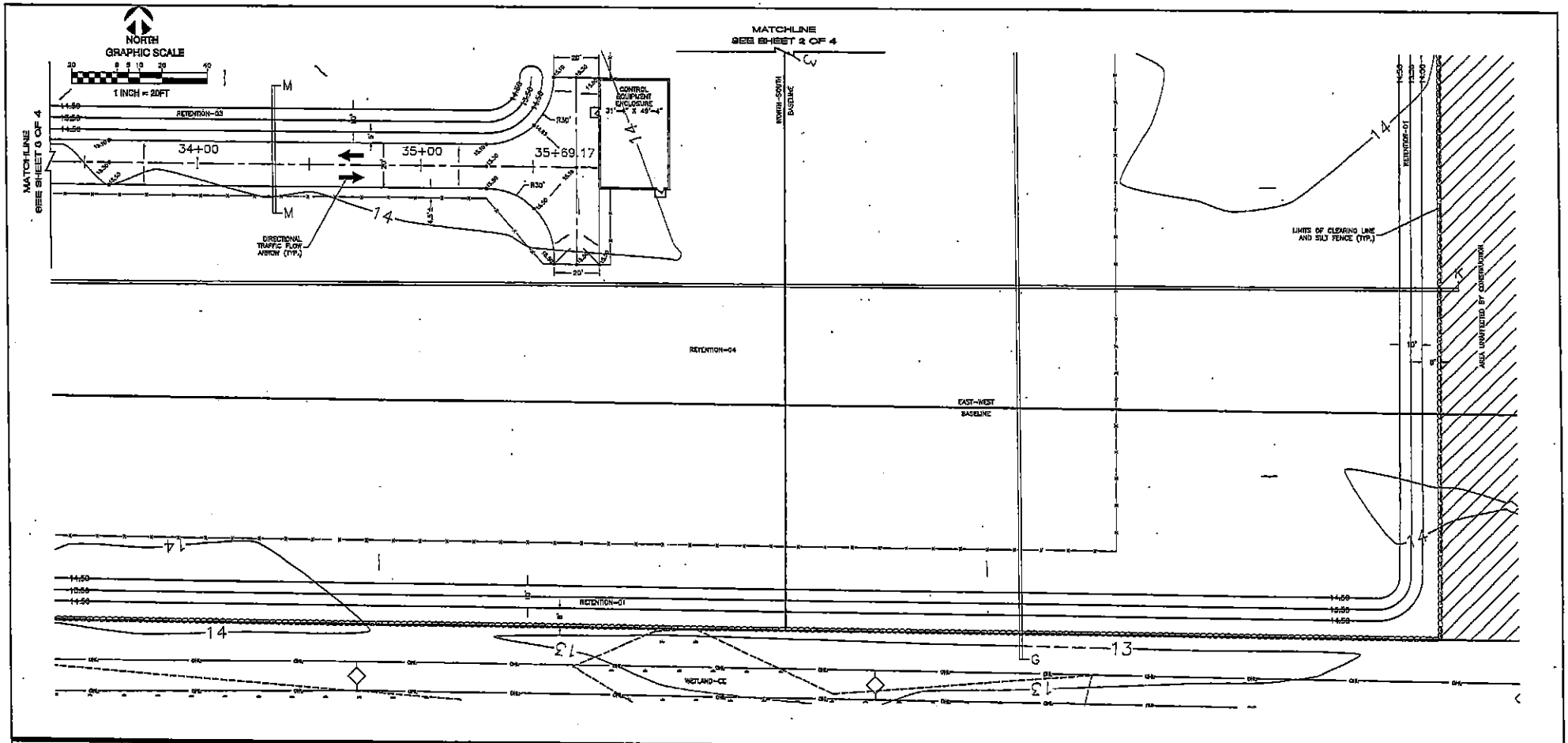
NO.	DESCRIPTION	BY	CHK	APP	DATE
REVISIONS					

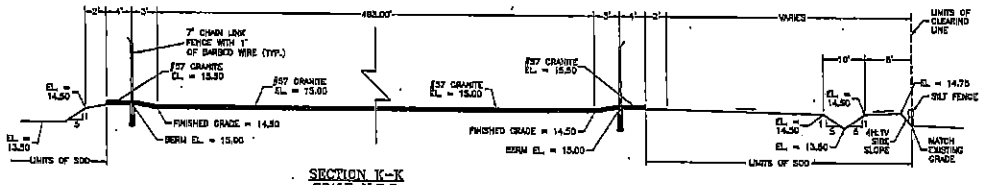
Progress Energy

8/01/12 DATE	1"=20' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
3 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION





SECTION K-K
SCALE N.T.S.

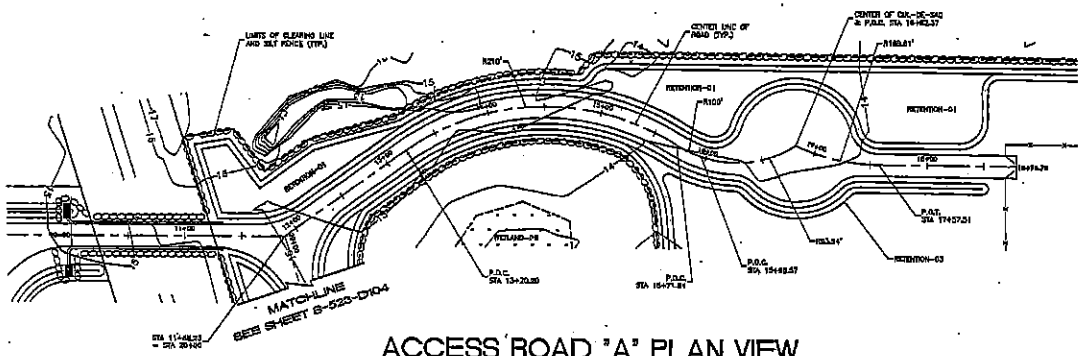
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.A.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN E. WOOD (407) 942-9715
P.E.# 72919

NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

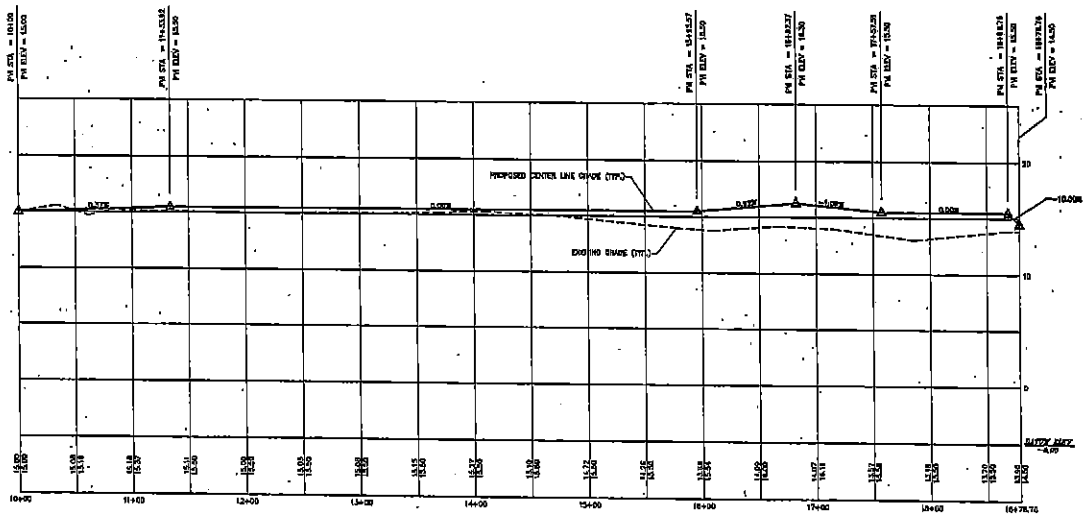
6/01/12 DATE	1"=20' SCALE	PAVING, GRADING & DRAINAGE PLAN
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARYS EAST TRANSMISSION SUBSTATION
4 OF 4 SHEET		DWG. S-523-D102

NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT



ACCESS ROAD "A" PLAN VIEW

FOR ROADWAY ALIGNMENT 10+00 – 18+78.76



ACCESS ROAD "A" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

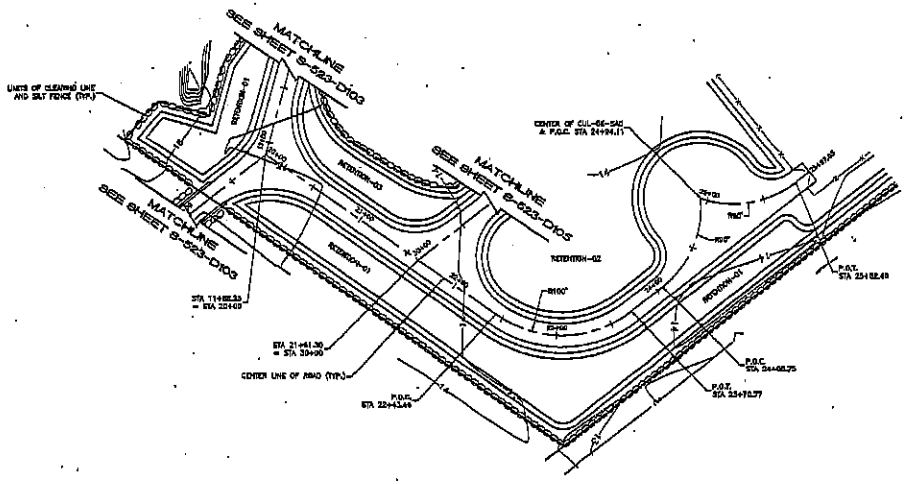
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0607277

STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN T. WOOD (407) 942-9715
P.E.#: 72918

NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE

Progress Energy

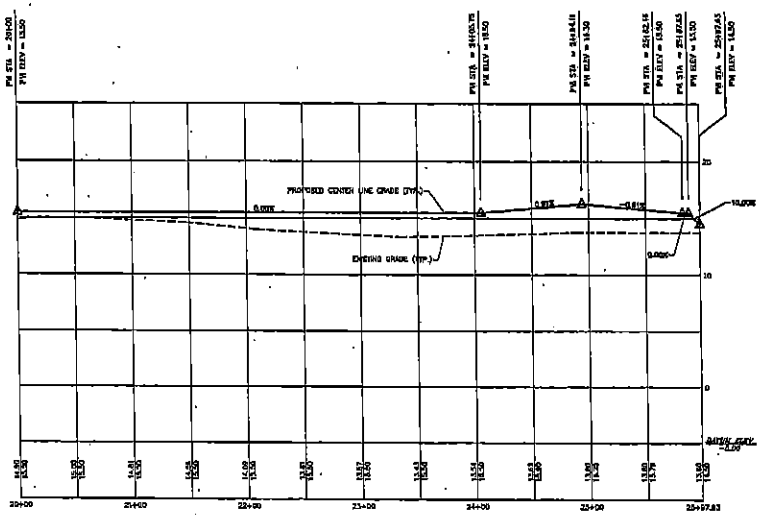
7/6/12 DATE	1"=50' SCALE	SUBSTATION ENGINEERING: PLAN AND PROFILE
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D103



NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT

ACCESS ROAD "B" PLAN VIEW

FOR ROADWAY ALIGNMENT 20+00 -- 25+97.83



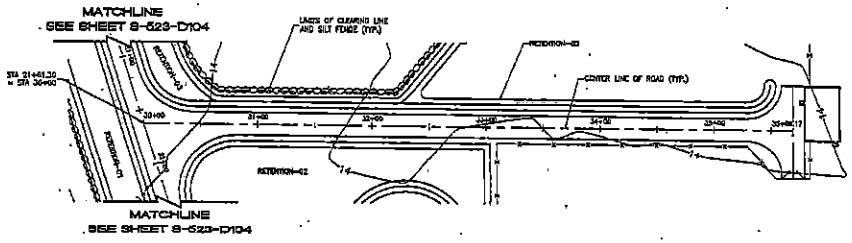
ACCESS ROAD "B" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN R. WOOD (407) 942-5715
P.E.# 72019

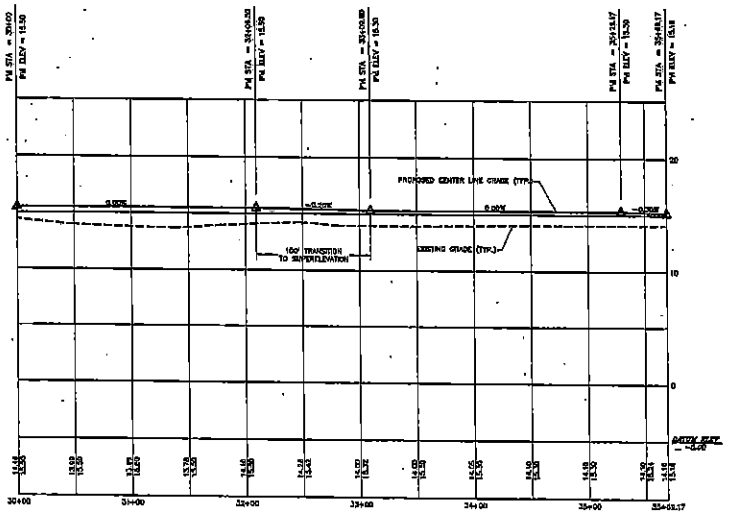
Progress Energy	
7/2/12 DATE	1"=30' SCALE
SUBSTATION ENGINEERING	
PLAN AND PROFILE	
DRAWN	TECH
CHECK	SUPV ENGR
ST. MARKS EAST TRANSMISSION SUBSTATION	
1 OF 1 SHEET	DWG. S-523-D104

NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT



ACCESS ROAD "C" PLAN VIEW

FOR ROADWAY ALIGNMENT 30+00 – 35+69.17



ACCESS ROAD "C" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

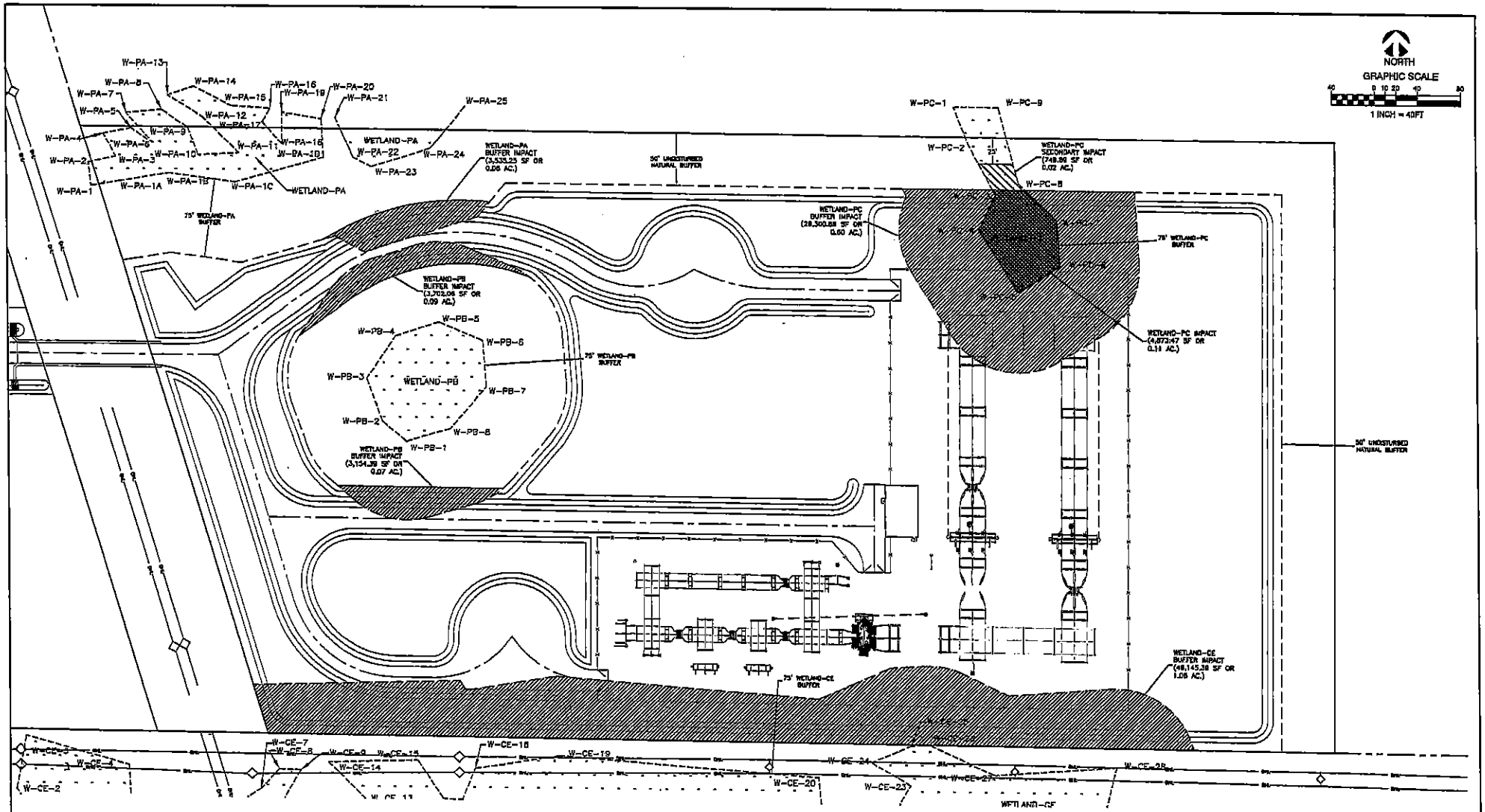
NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72919

Progress Energy

7/2/13 DATE	1"=50' SCALE	SUBSTATION ENGINEERING: PLAN AND PROFILE
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D105



BUFFER IMPACTS:

WETLAND BUFFER	WETLAND BUFFER IMPACT (SF)	WETLAND BUFFER IMPACT (AC)
WETLAND-PA BUFFER	3,535.25	0.08
WETLAND-PB BUFFER	3,702.06	0.09
WETLAND-PB BUFFER	3,154.39	0.07
WETLAND-PC BUFFER	26,300.89	0.60
WETLAND-CE BUFFER	46,145.39	1.06
TOTAL =	82,837.98	1.90

WETLAND IMPACTS:

WETLAND	WETLAND IMPACT (SF)	WETLAND IMPACT (AC)
WETLAND-PC	4,873.47	0.11
TOTAL =	4,873.47	0.11

SECONDARY IMPACTS:

WETLAND	SECONDARY IMPACT (SF)	SECONDARY IMPACT (AC)
WETLAND-PC	749.89	0.02
TOTAL =	749.89	0.02

LEGEND:

- WETLAND AREA
- WETLAND IMPACT
- BUFFER IMPACT
- SECONDARY IMPACT

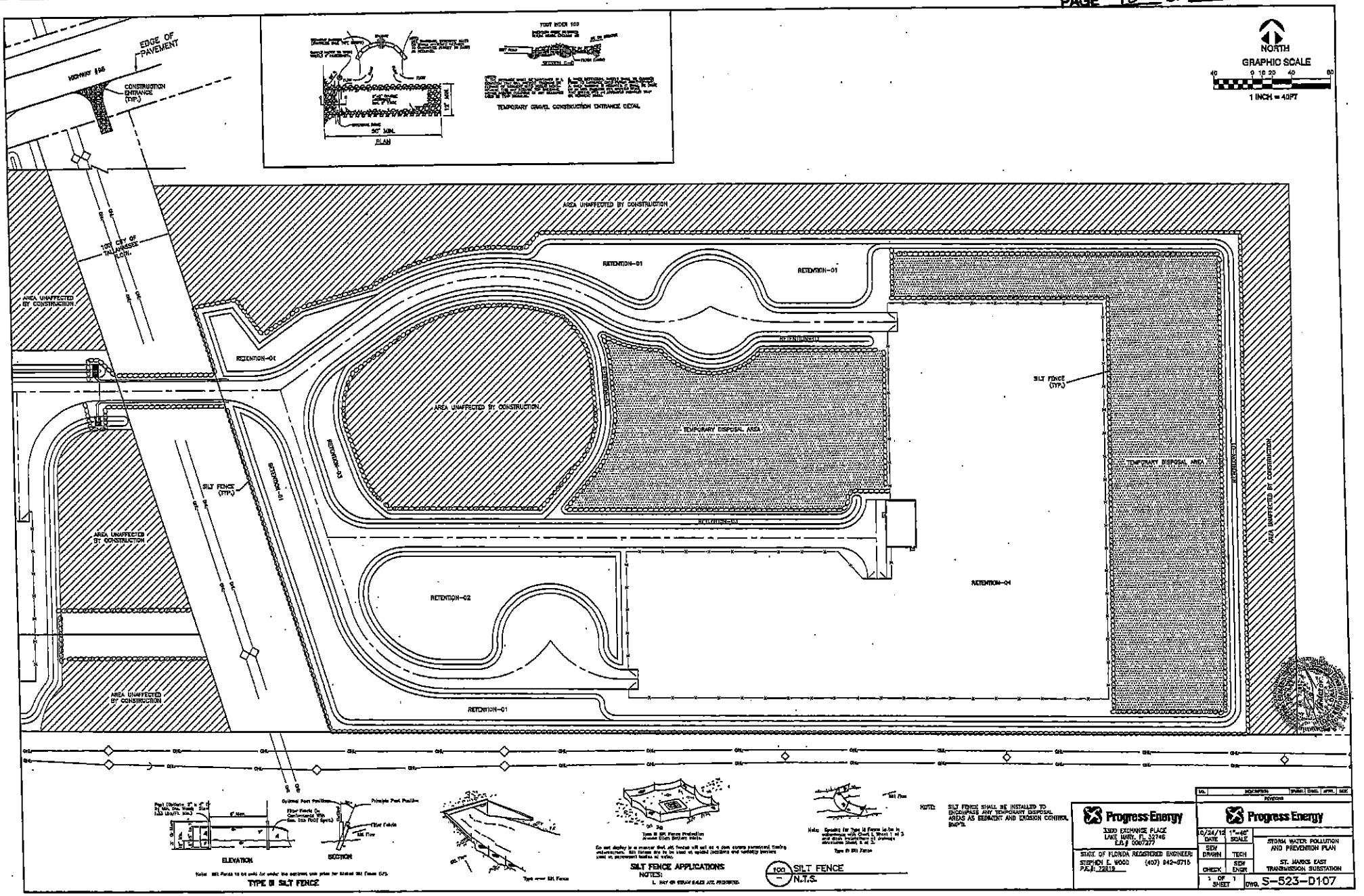
Progress Energy
3300 ENTRANCE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-8715
P.E.# 72919

Progress Energy

8/27/12 DATE	1"=40' SCALE	ENVIRONMENTAL PLAN
SEW DRAWN	TECH	ST. MARKS EAST TRANSMISSION SUBSTATION
CHECK	SEW ENGR	
1 OF 1 SHEET		DWG. S-523-D106

ATTACHMENT #4
PAGE 15 OF 17



Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
L.A.# 0007377

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72619

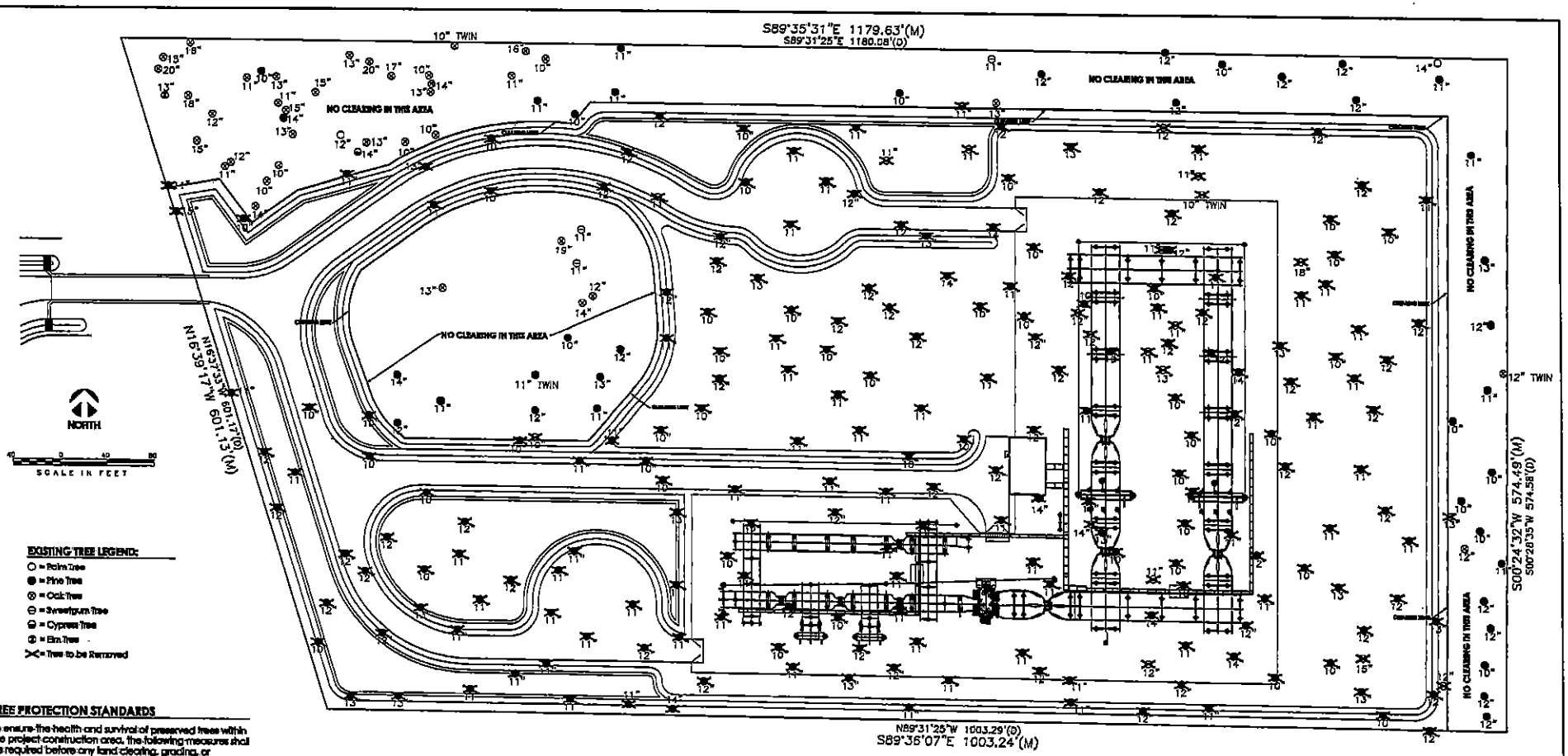
NO.	DESCRIPTION	INITIAL	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

6/24/12 DATE	1"=40' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
1 OF SHEET	1 DWG.

STORM WATER POLLUTION AND PREVENTION PLAN
ST. MARKS EAST TRANSMISSION SUBSTATION
S-523-D107

ATTACHMENT #6
PAGE 16 OF



EXISTING TREE LEGEND:

- ○ = Palm Tree
- ● = Pine Tree
- ⊗ = Oak Tree
- ⊖ = Sweetgum Tree
- ⊜ = Cypress Tree
- Φ = Elm Tree
- >< = Tree to be Removed

TREE PROTECTION STANDARDS

To ensure the health and survival of preserved trees within the project construction area, the following measures shall be required before any land clearing, grading, or construction operations take place:

A. A highly visible tree protection barrier, at least 36 inches in height, shall be placed around the drip line of protected trees except residential homesites which may use plastic ribbons or other temporary marking measures. The barrier may not be closer than five feet, nor need be further than 20 feet, from the trunk of any protected tree.

B. Large areas containing trees to be preserved may be staked off with stakes being a maximum of ten feet apart, connected by plastic ribbon, and setback from the drip line of all protected trees.

C. No equipment, chemicals, debris or other stored material shall be placed within tree protection areas.

D. Where grade cuts are necessary within the tree drip line, proper root pruning will take place and be overseen by a qualified individual.

E. Raising the grade within the tree drip line will not be permitted unless an appropriate dry well and drainage design is approved by the County.

TREE REMOVAL:

PALM	PINE	OAK	SWEETGUM
1 - 12"	50 - 10"	2 - 10"	1 - 10"
1 - 13"	72 - 11"	3 - 11"	6 - 11"
	60 - 12"	2 - 12"	2 - 12"
	14 - 13"	1 - 13"	
	7 - 14"	1 - 14"	
	1 - 15"	1 - 15"	
		1 - 18"	

TREE PRESERVATION:

PALM	PINE	OAK	SWEETGUM	CYPRESS	ELM
1 - 12"	10 - 10"	8 - 10"	3 - 11"	1 - 14"	1 - 13"
1 - 14"	11 - 11"	4 - 11"			
	14 - 12"	6 - 12"			
	2 - 13"	7 - 13"			
	2 - 14"	3 - 14"			
		4 - 15"			
		2 - 16"			
		1 - 17"			
		1 - 18"			
		1 - 19"			
		2 - 20"			

PRESERVATION/REFORESTATION CALCULATIONS

AREA OF PROJECT: 14.40 ACRES

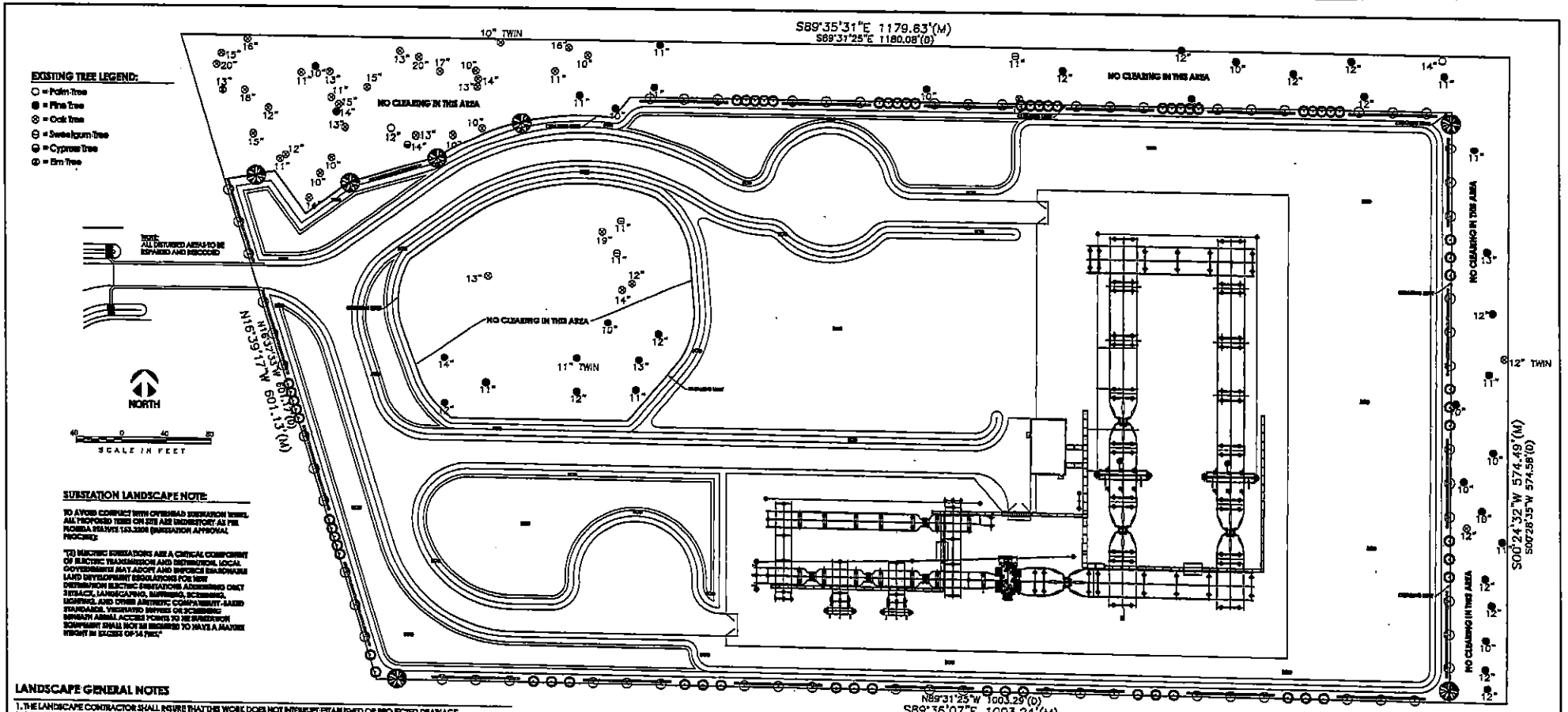
TREE INCHES REQUIRED: 1,440 INCHES REQUIRED
(100 x TOTAL ACREAGE)

TREE INCHES PROVIDED: 1,446 INCHES PROVIDED
(1,044 INCHES PRESERVED + 402 INCHES PROPOSED)

GARTH A. SCHWEIKER LANDSCAPE ARCHITECT

Progress Energy

12/19/12 DATE	1"=40' SCALE	SUBSTATION ENGINEERING
KB DRAWN	TECH	TREE PRESERVATION PLAN
GS CHECK	ENGR	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET	DWG.	L-1



SUBSTATION LANDSCAPE NOTE:

TO AVOID CONFLICT WITH OVERHEAD DISTRIBUTION WIRES, ALL PROPOSED TREES ON SITE ARE UNDERSTORY AS PER FLORIDA STATUTE 163.3208 (DISTRIBUTION APPROVAL PROCESS)

"(2) ELECTRIC SUBSTATIONS ARE A CRITICAL COMPONENT OF ELECTRIC TRANSMISSION AND DISTRIBUTION. LOCAL GOVERNMENTS MAY ADOPT AND ENFORCE REASONABLE LAND DEVELOPMENT REGULATIONS FOR NEW DISTRIBUTION ELECTRIC SUBSTATIONS ADDRESSING ONLY SETBACK, LANDSCAPING, BUFFERING, SCREENING, LIGHTING, AND OTHER AESTHETIC COMPATIBILITY-BASED STANDARDS, VEGETATIVE BUFFERS OR SCREENING REGARDING ANNUAL ACCESS POINTS TO NEW SUBSTATION EQUIPMENT SHALL NOT BE REQUIRED TO HAVE A MATURE HEIGHT IN EXCESS OF 14 FEET."

LANDSCAPE GENERAL NOTES

1. THE LANDSCAPE CONTRACTOR SHALL INSURE THAT THIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS AND IN THE LANDSCAPE SPECIFICATIONS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.

3. ALL PLANT MATERIALS SHALL BE GRADED FLORIDA NO. 1 OR BETTER, AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, STATE OF FLORIDA, UNLESS OTHERWISE NOTED.

4. ALL PLANT BEDS AND TREE RINGS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH.

5. SOD UP TO EDGE OF DRIPLINE OF EXISTING TREES. SOD LIMITS TO BE A SMOOTH MANICURED LINE. DEVIATIONS TO BE APPROVED BY LANDSCAPE ARCHITECT BEFORE INSTALLING SOD. DO NOT SOD IN WETLAND AREA LOCATED ON PLAN.

6. ALL EXISTING TREES SHOWN ON THE LANDSCAPE PLAN ARE TO BE PROTECTED. NO FILL MATERIALS OR USE OF HEAVY EQUIPMENT AROUND EXISTING TREES IS ALLOWED. EXISTING TREES ARE TO BE PROTECTED BY A WOOD BARRICADE ERECTED IN COMPLIANCE WITH LOCAL CODES.

7. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR TESTING PROJECT SOILS. THE LANDSCAPE CONTRACTOR IS TO PROVIDE A CERTIFIED SOILS REPORT TO THE OWNER AND LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF THE PROPOSED PLANT MATERIALS. SHOULD THE CONTRACTOR FIND POOR SOIL CONDITIONS, THE OWNER AND LANDSCAPE ARCHITECT MUST BE CONSULTED PRIOR TO PLANTING.

8. ALL GRADES, DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR ON SITE BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

9. THE LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUB-SURFACE UTILITIES.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR REGARDING TIMING OF THE INSTALLATION OF PLANT MATERIALS.

11. EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT AND FURNISHINGS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE EXECUTION OF THE WORK.

PLANT MATERIALS LEGEND

SYM.	QNTY.	COMMON/BOTANICAL NAME	DESCRIPTION/SPECIFICATIONS
	7	WINGED ELMS ULMUS ALATA	3" CALIPER CUMULATIVE, B & B
	43	YAUPON HOLLY ILEX VOMITORIA	3" CALIPER CUMULATIVE, 30 GAL.
	64	WAX MYRTLE MYRICA CERIFERA	3" CALIPER CUMULATIVE, 30 GAL.
	882	SAND CORD GRASS SPARTINA BAKERI	3 GALLON, 24" MIN. HT., 3' O.C.
SOD	TBD	BAHIA SOD PASPALUM NOTATUM	SOLID SOD, AS INDICATED ON PLAN
MULCH	TBD	PINE BARK MULCH	ALL PLANTING AREAS

BUFFER CALCULATIONS

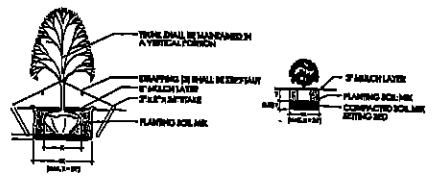
NORTHERN PERIMETER LANDSCAPE AREA (1180 LIN. FT.)
47 TREES REQUIRED / 47 TREES PROVIDED (1 TREE PER 25')
295 SHRUBS REQUIRED / 297 SHRUBS PROVIDED (1 SHRUB PER 4')

SOUTHERN PERIMETER LANDSCAPE AREA (1003 LIN. FT.)
40 TREES REQUIRED / 40 TREES PROVIDED (1 TREE PER 25')
253 SHRUBS REQUIRED / 273 SHRUBS PROVIDED (1 SHRUB PER 4')

WESTERN PERIMETER LANDSCAPE AREA (581 LIN. FT.)
24 TREES REQUIRED / 24 TREES PROVIDED (1 TREE PER 25')
150 SHRUBS REQUIRED / 156 SHRUBS PROVIDED (1 SHRUB PER 4')

EASTERN PERIMETER LANDSCAPE AREA (574 LIN. FT.)
23 TREES REQUIRED / 23 TREES PROVIDED (1 TREE PER 25')
144 SHRUBS REQUIRED / 156 SHRUBS PROVIDED (1 SHRUB PER 4')

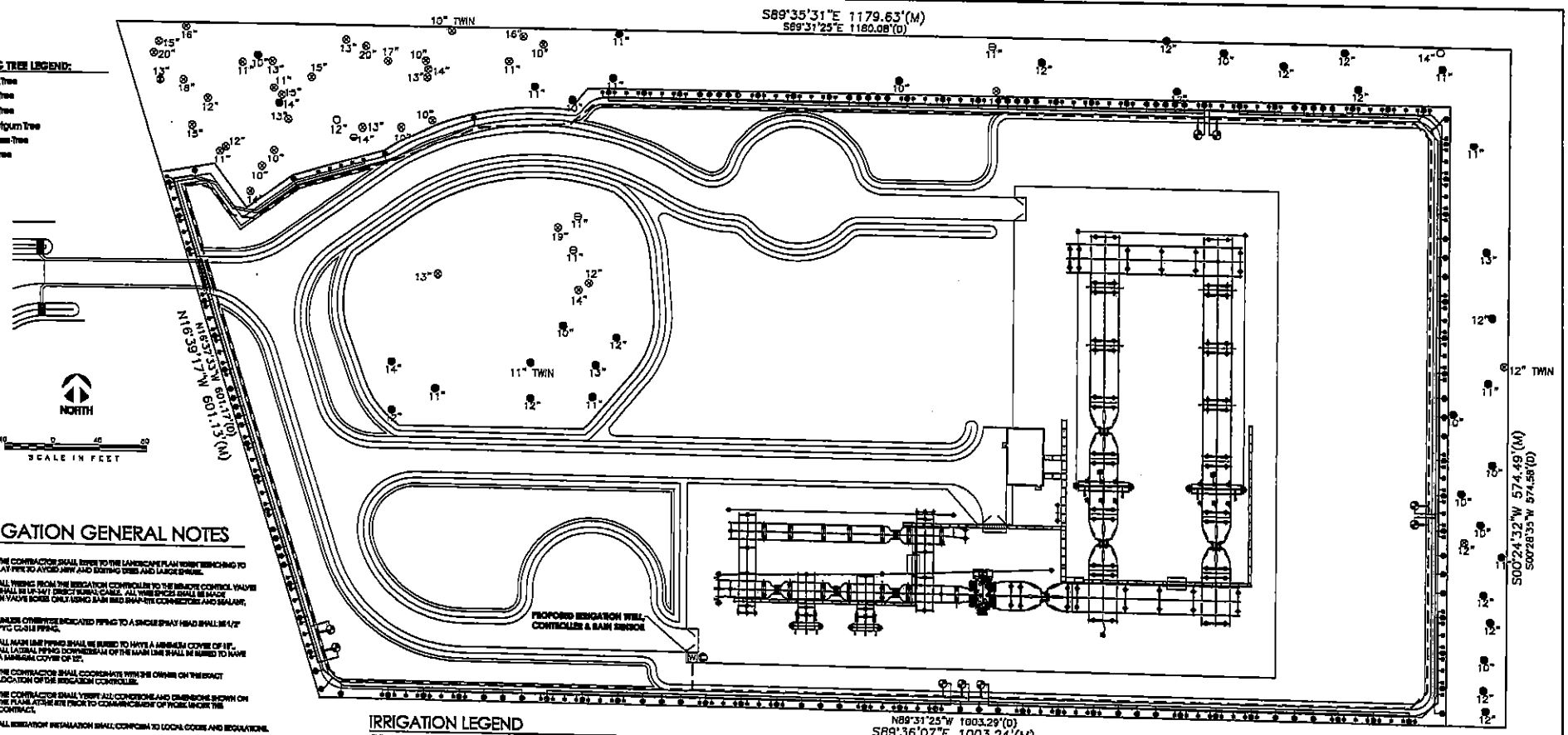
PLANTING DETAILS



GARTH A. SCHWINDT LANDSCAPE ARCHITECT

Progress Energy

12/18/12 DATE	1"=40' SCALE	SUBSTATION ENGINEERING
HB DRAWN	TECH	LANDSCAPE PLAN
CB CHECK	CHOP	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET	DWG.	L-2



IRRIGATION GENERAL NOTES

(A) THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.

(B) ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-W17 DIRECT BURIAL CABLE. ALL WIRE SPICES SHALL BE MADE IN VALVE BOXES ONLY USING 3-M IRID SNAP-TITE CONNECTORS AND SEALANT.

(C) UNLESS OTHERWISE INDICATED PIPING TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC CL-315 PIPING.

(D) ALL MAIN LINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18". ALL LATERAL PIPING DOWNSTREAM OF THE MAIN LINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12".

(E) THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.

(F) THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.

(G) ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.

(H) ALL PIPING ON THE PLANS IS DIAGRAMMATIC. ALL IS ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE ARCHITECT.

(I) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.

(J) 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE CONTRACTOR.

(K) CONTRACTOR TO CHOOSE APPROPRIATE NOZZLES TO PROVIDE MAX COVERAGE.

(L) ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM USES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND SOD AREAS.

(M) ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR CONTROLLER.

(N) THE DESIGN OF THE SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIAL TO BE IRRIGATED.

(O) LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.

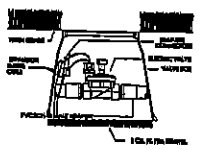
(P) IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.

(Q) AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREA ON A DIFFERENT SCHEDULE FROM LOW WATER REQUIREMENT AREAS, PROVIDED THAT SEPARATE ZONES EXIST.

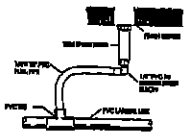
IRRIGATION LEGEND

SYMBOL	DESCRIPTION / SPECIFICATIONS
W	INSTALL A 4" DEEP WELL WITH A 2HP SUBMERSIBLE PUMP WITH PRESSURE TANK & PRESSURE SWITCH TO SUPPLY WATER TO THE IRRIGATION SYSTEM. (MEET LOCAL CODES)
C	IRRIGATION CONTROLLER: RAINBIRD ESP-LX 10 STATION MODULAR CONTROLLER INSTALLED WITH A MINI-CLIK II RAIN SENSOR. GROUND WITH A MINIMUM OF 8' COPPER CLAD ROD.
V	RAINBIRD PGA 1" ELECTRIC VALVE INSTALLED IN AN AMETEK 10" ROUND VALVE BOX. TOTAL OF 10 ZONES.
▪	RAINBIRD 1806-PRS POP-UP SPRAY HEAD
⊕	IRRIGATION BUBBLERS (ON ALL TREES)
———	IRRIGATION LATERAL LINE (TO BE SIZED BY IRRIGATION CONTRACTOR)
- - - -	SCHEDULE 40 1-1/2" PVC IRRIGATION MAINLINE
▭▭▭	SCH. 40 SLEEVE (TO BE BURIED A MINIMUM OF 18" DEPTH AND SIZED 2 TIMES LARGER THAN THE PIPE SIZE)

IRRIGATION DETAILS



RAINBIRD MODEL PGA SERIES
ELECTRIC VALVE



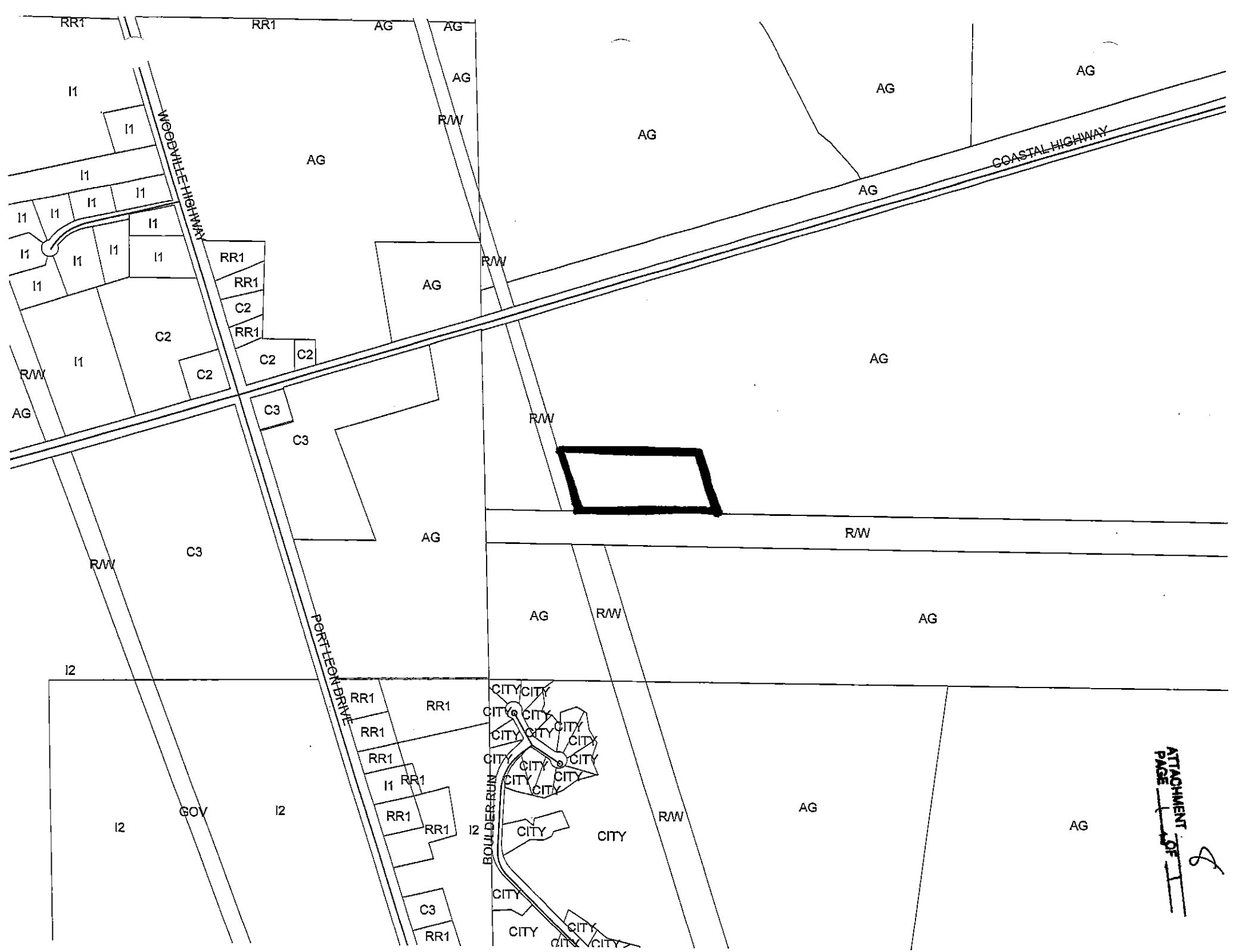
RAINBIRD NO. 1806 - 6"
POP-UP TURF SPRAY HEAD

GARTH A. SCHNEIDER LANDSCAPE ARCHITECT

Progress Energy

2/19/13 DATE	1"=10' SCALE	SUBSTATION ENGINEERING
KB DRAWN	TECH	IRRIGATION PLAN
QS CHECK	ENGR	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET		DWG. L-3

926-3695



ATTACHMENT
PAGE 1 OF 1

ATTACHMENT #9
PAGE 1 OF 1

Floodplains

Objective 3: To protect the natural functions of the 1% annual chance floodplain (100-year floodplain),to the extent that flood-carrying and flood storage capacity are maintained.

Policy 3.1: The County shall control density, setbacks and design of development within the National Flood Insurance Program, Federal Emergency Management Agency (FEMA), current Flood Insurance Rate Maps (FIRMs), which indicate the 1% annual chance floodplain (100-year floodplain),which is sufficient to protect the flood carrying and flood storage capacity as set forth in the objective. The County shall review development proposals according to FEMA standards.

Wetlands

Objective 4.0: To ensure protection of native vegetation, water quality and water flow in wetlands which shall be consistent with the purpose and intent of the Goals, Objectives and Policies of the Plan. Commercial or industrial uses shall not be allowed in wetland areas except as provided in Policy 4.1(5) below.

Policy 4. 1: The County shall require site plan review where a development project is directly contiguous to wetlands or involves disturbance of wetlands so as to ensure that no wetland or required wetland buffer is disturbed except in accordance with the following standards

(1) No wetlands and related buffers may be disturbed unless the Board of County Commissioners makes a finding (supported by the site plan application and documentation) that no reasonable alternative (such as clustering development on upland portions of the site) is available to avoid a taking and allow for reasonable use, and that the nature and degree of disturbance is the minimum possible to achieve development that is otherwise compliant with the goals, objectives, and policies of the Plan.

(2) All applicable rules for jurisdictional wetlands of FDEP, NWFWMD, and the Army Corp of Engineers, as applicable, shall be met.

(3) Predevelopment/predisturbance water flow and quality shall be maintained.

(4) Destroyed wetlands (whether destroyed through filling or modification of water flow) shall be replaced or additional wetland areas shall be created at a minimum rate of two (2) times the wetland area destroyed.

(5) The County may allow passive recreational uses and water dependent accessory uses when it can be shown that the natural functions of the wetland is not negatively impacted.

Policy 4.2: The County shall coordinate with the Florida Department of Environmental Protection, Northwest Florida Water Management District, Apalachee Regional Planning Council, and Army Corps of Engineers to

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 5, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Luis N. Serna, AICP, Director, Planning and Community Development Somer Strickland, Planner
Subject:	Application for Site Plan SP13-01-Progress Energy Substation Florida Power Corporation, Owner/Tom Kilgore, Agent

Statement of Issue:
This agenda item provides the Board with an Application for Site Plan to construct a utility substation.

Background:
This application requests approval for a Site Plan to construct a utility substation for Progress Energy. The Subject Property currently contains 14.4+/- acres and is located on the south side of Coastal Highway, east of Port Leon Drive and adjoining the recently constructed utility substation (Attachment 1).

Technical Review Committee (TRC): On November 17, 2011, the request was reviewed by the Technical Review Committee. Additional items were required to complete the file. All required documents were submitted.

Planning Commission: One June 10, 2013, the Planning Commission considered the requested and voted unanimously to recommend approval.

Analysis:

Comprehensive Plan: The Future Land Use Map (FLUM) designation for the property is Agriculture. Agriculture allows for nonresidential development not exceeding a Floor Area Ratio (FAR) of 0.05 (Attachment 2).

Land Development Code: The zoning district for the property is AG (Agriculture). Section 6-25, of the Land Development Code, allows utilities to be placed within any zoning district upon recommendation of the Planning Commission and approval of the Board of County Commissioners (Attachment 3).

Site Conditions:

The FEMA flood zone designation for the property is "B". Zone "B" is an area between the limits of the 500-year floodplain and 100-year floodplain.

Currently, the Subject Property is vacant and wooded. Jurisdictional wetlands exist on-site which have been delineated. The proposed development requests 0.11 acres of direct impacts to wetlands, while 0.02 acres will consist of secondary impacts. Further, the request includes disturbance of various areas of wetland buffers. In order to mitigate for the proposed impacts, the Applicant has provided a mitigation plan which includes the purchase of mitigation banking credits from the St. Marks Mitigation Bank (Attachment 4). It should also be noted that the Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) have both issued permits for the proposed impacts (Attachment 5).

The total impervious surface area will be 291,852 square feet. Stormwater will be contained on-site (Attachment 6).

Staff completed a site visit on June 24, 2013 (Attachment 7).

Adjacent Parcels:

Abutting parcels are also zoned AG (Agriculture) (Attachment 8).

Compatibility:

The AG zoning district is consistent with the Comprehensive Plan's Future Land Use Map designation.

Policy 4.1 of the Conservation Element in the Comprehensive Plan provides standards for developments involving disturbance of wetlands and required buffers (Attachment 9). Further, Chapter 32.012 of the Wakulla County Code provides standards for mitigation of adverse impacts to wetlands (Attachment 10). The Applicant has provided documentation that demonstrates these standards have been met through the mitigation plan provided.

Public Notification:

This request has been noticed and advertised in accordance with the provisions of the Wakulla County Code. The Planning and Community Development Department also posted a sign on the property indicating the site plan request. To date, the Planning Department has not received any written responses to the notice.

The advertisement for this public hearing appeared in the Tallahassee

Democrat on May 24, 2013 (Attachment 11).

Options:

1. Approve to conduct the final Public Hearing and approve the Application for Site Plan SP13-01, based upon the recommendation of the Planning Commission and the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.

2. Approve to conduct the final Public Hearing and deny the Application for Site Plan SP13-01, based on the findings of fact and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.

3. Board Direction.

Recommendation:

Option 1. Staff recommends approval of the Application for Site Plan SP13-01.

Attachment(s):

1. Location Map
2. FLUE Policy 1.2.2
3. Section 6-25, LDC
4. Mitigation Plan
5. FDEP & ACOE Permit
6. Site Plan
7. Site Photos
8. Zoning Map
9. Policy 4.1, Conservation Element
10. Chapter 32.012, WCC
11. Advertisement

ATTACHMENT 3
PAGE 1 OF 2

Sec. 5-25. - AG Agricultural District regulations.

(1) *District intent.* The provisions of this district are primarily intended to protect areas that are suitable for agricultural operations, to prevent the misuse of prime agricultural lands and to accommodate nonagricultural uses that do not conflict with or limit the primary intent of this district. This zoning district is consistent with the agricultural land use category identified in the comprehensive plan.

(2) *Principal uses.*

1. Agricultural production, crops and livestock.
2. Crop services.
3. Fishing, hunting and trapping.
4. Forestry.
5. Foster homes.
6. Landscape and horticultural services.
7. Livestock and agricultural equipment barns.
8. Mobile homes.
9. Single-family dwellings.
10. Soil preparation services.

(3) *Conditional uses.*

1. Airports and airstrips.
2. Borrow pits.
3. Cemeteries.
4. Churches.
5. Pet kennels.
6. Public and private recreation facilities.
7. Sanitary landfill.
8. Schools.
9. Veterinary clinics or hospitals.

(4) *Development standards.*

(a) *Minimum lot size.*

(1) Area: five acres.

(2) Width: 150 feet.

(3) Depth: N/A.

(b) *Minimum building setbacks.*

(1) Applicable side.

(i) Front: 50 feet.

(ii) Rear: 40 feet.

(iii) Side: 15 feet.

(iv) Side street: 20 feet.

(2) Building setbacks for residential use on platted lots (recorded or unrecorded subdivisions). Residential dwellings proposed on agriculture zoned lots may be reviewed by the zoning official for a determination of applicable setback

standards. Where platted lots (recorded or unrecorded subdivisions) exist within agriculture zoning districts are proposed for residential development, the zoning official may determine that the minimum residential setbacks of front 25 feet, rear 15 feet, side eight feet, and side street 20 feet, may be applied from the property lines. In the course of review, the zoning official shall use best available information to determine compatibility and consistency with existing development trends and the character and nature of an area's uses, and other pertinent information relevant to a development permit application that is otherwise consistent with the county comprehensive plan and land development codes. An appeal of a zoning official's determination shall be pursuant to section 3-23 of this LDC.

(3) Additional setback standards when adjacent to water bodies in section 6-16 of this LDC.

(c) *Maximum building restrictions.*

(1) Coverage: N/A.

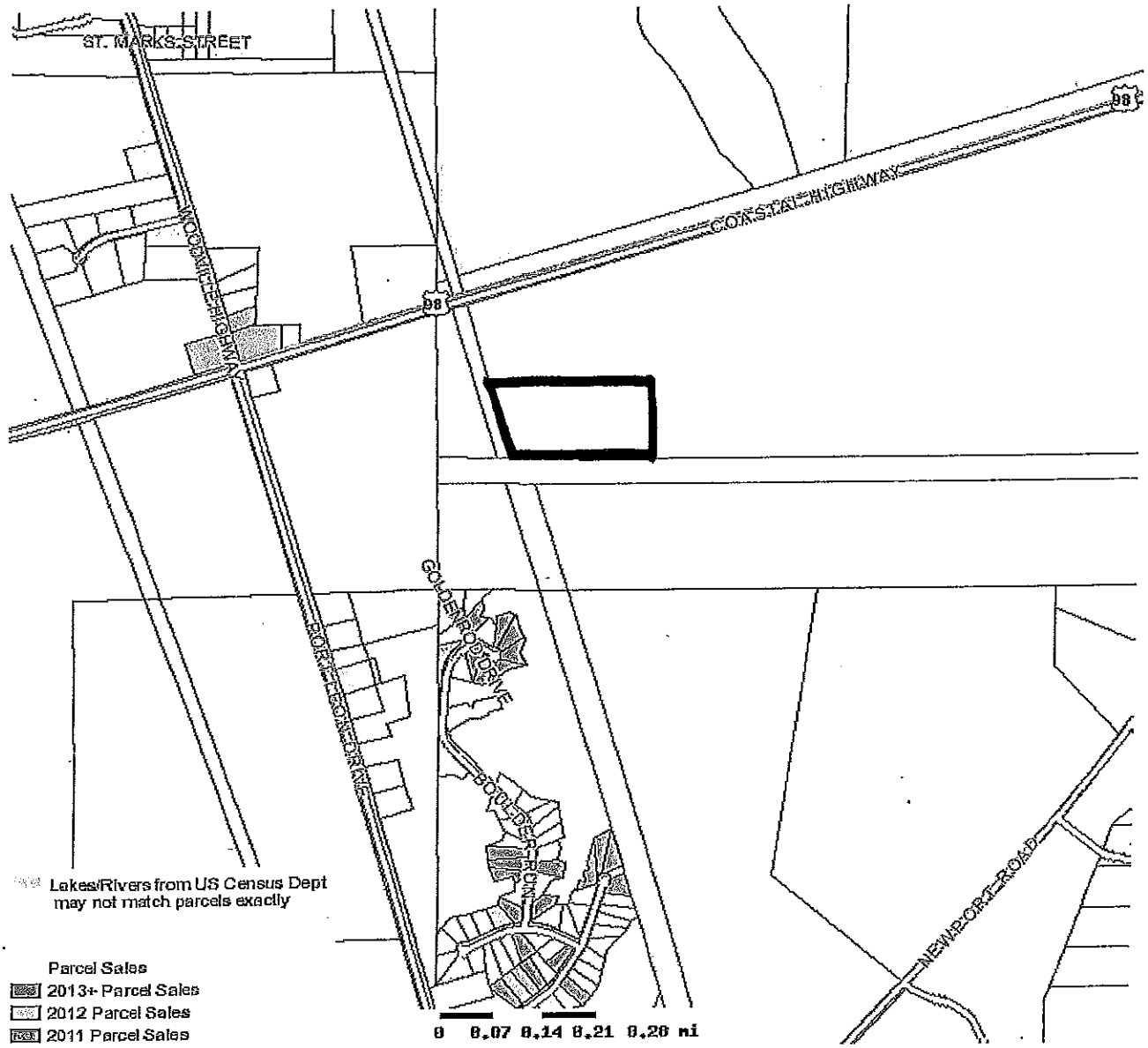
(2) Height: 35 feet.

(3) Density*: one per five acres.

***Note**—Dwelling units per acre.

(Ord. No. 85-4, 7-23-1985; Ord. No. 93-25, 11-15-1993; Ord. No. 2000-34, § 1(a), 11-20-2000; Ord. No. 11-39, § 1, 12-5-2011)

***Cross reference**— Roadside stand in AG district, § 6-1(5).*



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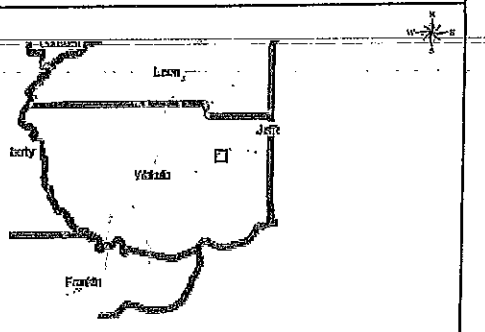

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ATTACHMENT 10
PAGE 1 OF 23

Sec. 32.012. - Mitigation.

(a) Mitigation of adverse impacts shall compensate for natural resource losses, whether on- or off-site, through one of more of the following options as determined by the county: (1) the creation of wetlands or other surface waters; (2) the enhancement and/or restoration of the hydrology of wetlands or other surface waters which have been altered or drained; (3) the preservation of wetlands or other surface waters; or (4) the purchase of mitigation banking credits, subject to paragraph (d) of this section. The mitigation shall provide the same wetland type and function and be located, if possible, within the same hydrologic basin within Wakulla County as the wetland that is destroyed or degraded.

(b) A mitigation plan shall provide details of the developer's intended mitigation activities, as provided in paragraph (a) above, to compensate for the adverse impacts to wetlands or other surface waters. The mitigation plan shall include provisions for the replacement of the functional values of the adversely impacted wetland or other surface water. The amount of mitigation shall be assessed using the Uniform Mitigation Assessment Method in F.S. § 373.414(18), and Fla. Admin. Code, ch. 62-345.

(c) A mitigation plan shall comply with all federal, state, and local laws and regulations. The mitigation plan will specify the mitigation activities to be conducted, criteria by which success will be measured, maintenance requirements, a monitoring plan covering an appropriate period of time based on the type of mitigation required, and bonding requirements, to assure and document these success criteria.

(d) While not preferred, adverse impacts of development can be offset through the utilization of mitigation credits from a permitted mitigation bank with a mitigation service area that includes Wakulla County, in accordance with Chapter 373, Part IV, Florida Statutes, when the planning department determines that other forms of mitigation would be impractical or unfeasible, or would have a low likelihood of success. In determining whether mitigation banking shall be allowed, the following criteria shall be considered:

(1) Whether mitigation banking will result in the replacement of the functional values of wetlands or other surface waters within Wakulla County.

(2) Whether other forms of mitigation are not expected to have comparable long-term viability due to such factors as unsuitable hydrologic conditions or ecologically incompatible existing adjacent land uses or future land uses identified in the comprehensive plan.

(3) Whether mitigation banking would provide greater improvement in ecological value than other forms of mitigation.

(4) Whether other forms of mitigation will be able to employ the same vegetation and produce the same wetland type as the wetland which will be adversely impacted.

(e) A mitigation plan shall be approved by the planning department prior to submission of an application for a conditional use or variance to the planning and zoning commission or the board of county commissioners. All bonding requirements shall be satisfied before issuance of a building permit or other development order.

(f) To satisfy the bonding requirements imposed by this section, a developer subject to a mitigation plan shall secure a certificate of bond from the Wakulla County Clerk of Court stating that a bond is available to the county and has been posted in an amount equal to at least 125 percent of the amount required to complete the required mitigation plan, provided at the developer's expense. The amount required to complete the mitigation plan shall be

ATTACHMENT 10
PAGE 2 OF 2

calculated utilizing quotes obtained by the developer from vendors who will provide the necessary materials and services to complete the required mitigation plan.

(g) The county shall be authorized to conduct periodic investigations to determine compliance with a mitigation plan and to monitor the progress of the plan. If at any time, the planning department determines that an approved mitigation plan is or will be unsuccessful, the developer shall be required to modify and/or extend the plan to ensure that success is achieved.

(h) At the end of the monitoring period in a mitigation plan, or, if the plan includes distinct phases, at the end of a phase, the developer shall apply to the planning department for a determination of success, at which time, the planning department shall review the mitigation plan and conduct an inspection to determine whether the mitigation meets the success criteria. If the developer has met the success criteria for a mitigation plan, or, if the plan includes distinct phases, any phase of the plan, the planning department shall release the bond or the portion of the bond associated with the successful phase.

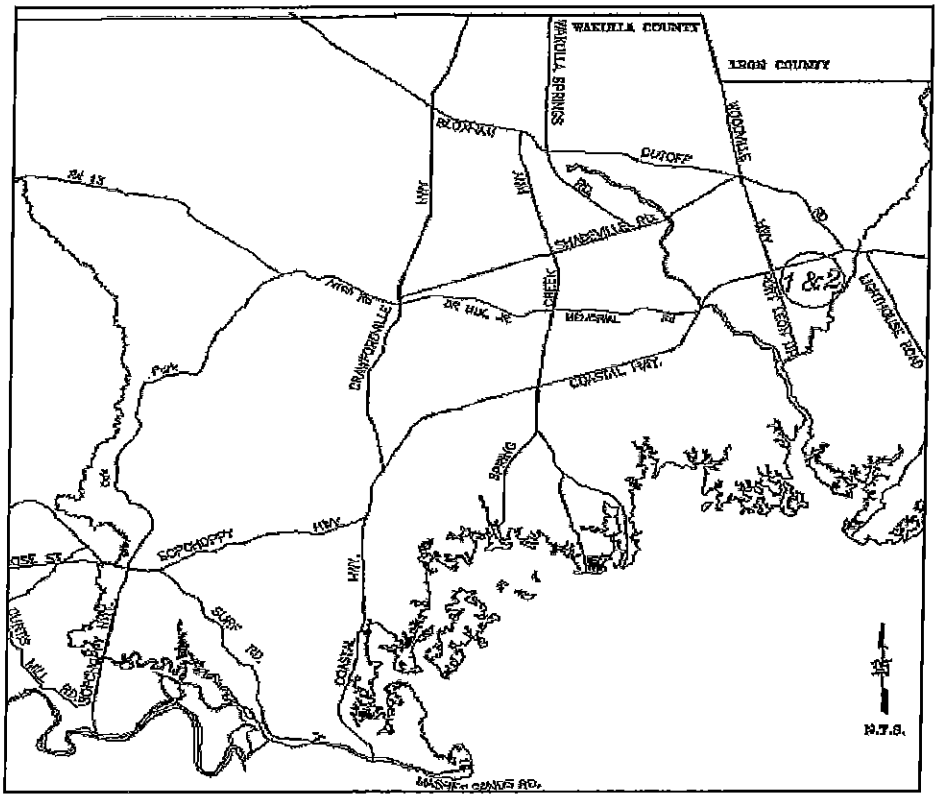
(i) If a developer subject to an approved mitigation plan fails to comply with the requirements of the plan, such failure shall constitute a violation of this chapter.

(Ord. No. 2010-16, art. II(12), 8-16-2010)

NOTICE OF PUBLIC HEARINGS A REQUEST FOR VARIANCE AND SITE PLAN

ATTACHMENT #11
PAGE 1 OF 4

The Wakulla County Planning Commission and the Board of County Commissioners proposes to consider the following applications. Public Hearings are scheduled regarding the following before the **Planning Commission on Monday, June 10, 2013, beginning at 7:00PM** and before the **Board of County Commissioners on Monday, July 15, 2013, beginning at 5:00 PM, unless otherwise noted below or as time permits.** All public hearings are held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. Interested parties are invited to attend and present testimony.



1.	**Application for Variance:**	**V13-01**
Applicant:	Florida Power Corporation, DBA Progress Energy Florida	
Proposal:	wetland buffer variance, wetland impacts and mitigation plan	
Tax ID Number:	26-3s-01e000-05464-003	
Existing FLU Map:	Agriculture (FLUE Policy 1.2.2)	
Existing Zoning:	AG (Section 5-25, LDC)	
FEMA Flood Info:	"B" zone on Panel 0275-B	
Parcel Size:	14.4+/- acres	
Location:	south of Coastal Hwy, east of Port Leon Drive	
Hearings Required:	**Planning Commission: Monday, June 10, 2013 @ 7:00PM**	
	Board of County Commissioners: Monday, July 15, 2013@ 5:00PM	

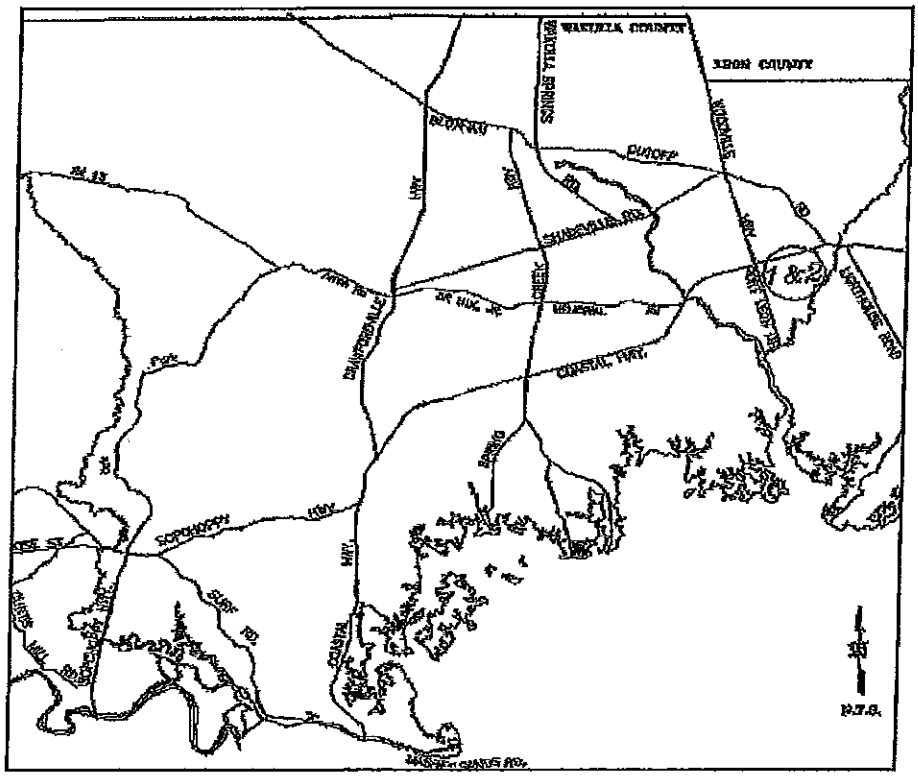
2.	**Application for Site Plan:**	**SP13-01**
Applicant:	Florida Power Corporation, DBA Progress Energy Florida	
Proposal:	construct electrical substation	
Tax ID Number:	26-3s-01e000-05464-003	
Existing FLU Map:	Agriculture (FLUE Policy 1.2.2)	
Existing Zoning:	AG (Section 5-25, LDC)	
FEMA Flood Info:	"B" zone on Panel 0275-B	
Parcel Size:	14.4+/- acres	
Location:	south of Coastal Hwy, east of Port Leon Drive	
Hearings Required:	**Planning Commission: Monday, June 10, 2013 @ 7:00PM**	
	Board of County Commissioners: Monday, July 15, 2013@ 5:00PM	

Copies of applications, draft ordinances, and any related public record files may be viewed at the County Planning Department located at 11 bream Fountain Road, Crawfordville, FL 32327, 8 AM to 4:30 PM M/F; Phone (850) 926-3695. Any person desiring to appeal a decision of a County Board must ensure a verbatim transcript or copy is made of the testimony and exhibits presented at said hearings. Persons needing special access considerations should call the Board Office at least 48 hours before the date for scheduling purposes. The Board Office may be contacted at (850) 926-0919 or TDD 926-7962.

NOTICE OF PUBLIC HEARINGS A REQUEST FOR VARIANCE AND SITE PLAN

ATTACHMENT #12
PAGE 1 OF 4

The Wakulla County Planning Commission and the Board of County Commissioners proposes to consider the following applications. Public Hearings are scheduled regarding the following before the **Planning Commission on Monday, June 10, 2013, beginning at 7:00PM** and before the **Board of County Commissioners on Monday, July 15, 2013, beginning at 5:00 PM, unless otherwise noted below or as time permits.** All public hearings are held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. Interested parties are invited to attend and present testimony.



1.	**Application for Variance:**	**V13-01**
Applicant:	Florida Power Corporation, DBA Progress Energy Florida	
Proposal:	wetland buffer variance, wetland impacts and mitigation plan	
Tax ID Number:	26-3s-01e000-05464-003	
Existing FLU Map:	Agriculture (FLUE Policy 1.2.2)	
Existing Zoning:	AG (Section 5-25, LDC)	
FEMA Flood Info:	"B" zone on Panel 0275-B	
Parcel Size:	14.4+/- acres	
Location:	south of Coastal Hwy, east of Port Leon Drive	
Hearings Required:	**Planning Commission: Monday, June 10, 2013 @ 7:00PM**	
	Board of County Commissioners: Monday, July 15, 2013@ 5:00PM	

2.	**Application for Site Plan:**	**SP13-01**
Applicant:	Florida Power Corporation, DBA Progress Energy Florida	
Proposal:	construct electrical substation	
Tax ID Number:	26-3s-01e000-05464-003	
Existing FLU Map:	Agriculture (FLUE Policy 1.2.2)	
Existing Zoning:	AG (Section 5-25, LDC)	
FEMA Flood Info:	"B" zone on Panel 0275-B	
Parcel Size:	14.4+/- acres	
Location:	south of Coastal Hwy, east of Port Leon Drive	
Hearings Required:	**Planning Commission: Monday, June 10, 2013 @ 7:00PM**	
	Board of County Commissioners: Monday, July 15, 2013@ 5:00PM	

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Management Practices" (Florida Department of Agriculture and Consumer Services, Division of Forestry).

4) Special Development Standards

(a) All development shall, in addition to meeting the standards of the Comprehensive Plan, meet the standards of any applicable land management plan of any agency responsible for the property in question.

1.2.2. Agriculture (Primary Agriculture):

1)Description - This designation is designed to address large scale timber industry and/or farming activities on privately owned property, along with limited non-agricultural uses.

2) Permitted/Prohibited Uses

(a) Forestry and agricultural uses and processing activities shall be permitted (including ancillary processing uses such as sawmills.)

(b) Residential uses shall only be permitted at very low densities or as an accessory use to a permitted resource management use, such as housing for forestry workers or managers.

(c) Public uses including schools shall be permitted in this designation. Public land uses may be permitted within this land use designation subject to staff review, public hearing, and approval process if compatible and consistent with the land use designation and established as a Conditional Use in the Wakulla County Land Development Code.

(d) Areas lying contiguous to Urban Service Areas and/or private ownership may be developed as PUD's so as to protect the environmentally sensitive areas. The density and intensity shall be based on the land use designation contiguous to it. Density transfer within a PUD shall not exceed the overall "density to acreage" provisions of the overlying FLUM land use designations.

3)Density/Intensity Limitations

(a) Overall residential density shall not exceed one (1) unit per twenty (20) acres.

(b) Non-residential uses shall not exceed a floor-area ratio (FAR) of 0.05.

(c) In calculating residential density areas which are habitats for threatened or endangered species, the density shall be maintained at the residential land use density for that land use classification. Actual development shall be addressed by transfer of density in the land development codes. (see PUD provisions)

(d) In calculating residential density areas which are in wetlands, overall density shall be permitted at one unit per forty (40) acres. (See Density Clustering Provisions)

4) Special Development Standards

(a) Residential development shall be arranged so as to utilize a limited number of access

points from arterial or collector roads and so as to reduce the visibility of the development from such roads to the maximum extent feasible.

1.2.3. Rural-1 (Agriculture/Rural Fringe):

1) Description - This is a more conventional agriculture and low density residential designation designed to provide for general agricultural and forestry activities along with limited residential and non-residential use or service uses in the outlying areas which are not expected to become urban during the planning period.

2) Permitted/Prohibited Uses

(a) Agricultural and forestry activities, along with accessory uses, shall be permitted

(b) Residential development at very low densities shall be permitted and shall be limited to development not relying on future extension of urban services.

(c) Public uses including schools shall be permitted in this designation. Public land uses may be permitted within this land use designation subject to staff review, public hearing, and approval process if compatible and consistent with the land use designation and established as a Conditional Use in the Wakulla County Land Development Code.

3) Density/intensity Limitations

(a) Non-residential uses shall not exceed a floor-area ratio (FAR) of 0.05.

Overall residential density may be permitted at densities up to one unit per five (5) acres on paved County or state roadways, or one (1) dwelling unit to ten (10) acres on unpaved roadways. The actual density permitted shall be based on access, as follows:

Where average lot sizes (exclusive of open space in cluster of PUD developments) are greater than five (5) acres but less than ten (10) acres, each lot shall have frontage on a paved road or on a private road meeting the standards of the Traffic Circulation Element Policy 2.3.

Where average lot size (exclusive of open space in cluster or PUD developments) are ten (10) acres or more, unpaved access shall be provided.

(b) In calculating residential density, areas which are habitats for threatened or endangered species, the density shall be maintained at the residential land use density for that land use classification. Actual development shall be addressed by transfer of density in the Land Development Code.

(c) In calculating residential density, areas which are in wetlands, the density shall be permitted at an overall density of one unit per twenty (20) acres.

(d) In all cases, the gross density of a subdivision shall not exceed one (1) dwelling unit to five (5) acres.

4) Special Development Standards

ST. MARKS EAST TRANSMISSION SUBSTATION PROJECT
WAKULLA COUNTY, FLORIDA
MITIGATION PLAN

1.0 PROJECT LOCATION

The St. Marks East Transmission Substation Construction Project Footprint (10.93-acres), is located in Section 26, Township 3 South, and Range 1 East; in Wakulla County, Florida (Quad Map). More specifically, this proposed substation construction site is located north of Newport Road, east of Port Leon Drive, west of Moriah Creek, and south of Coastal Highway U.S. 98 (Location Map).

2.0 PROJECT DESCRIPTION

Florida Power Corporation d/b/a Progress Energy Florida, Inc. is proposing to construct the St. Marks East Transmission Substation (10.93-acre project area) within the 14.4 acre-parcel. The substation will have a paved entry and exit driveway, a granite rock pad, boundary fence and a series of transformers. The wetlands within the proposed substation construction footprint are identified on the enclosed Wetland Map, Environmental Drawing and described in Table 1. A total of three wetlands have been identified on the site. A small portion of the substation pad and boundary fence will be constructed in wetland areas for a total fill discharge of 0.11 acre. The access driveway will avoid wetlands. No additional discharge of dredged or permanent fill material is proposed; therefore, the project will have a minimal adverse effect on wetlands. A total of 0.11 acre of herbaceous wetlands will be permanently impacted to construct the substation.

3.0 WETLAND DELINEATION

A wetland delineation was conducted by Flatwoods Cc sulting Group on the St. Marks East Transmission Substation Construction Project in September 2012. Wetland limits were determined in accordance with The Florida Wetlands Delineation Manual (Chapter 62-340, F.A.C.) suitable for submittal to the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual, 2008 Supplement. The methods emphasize that wetland determinations are based on the identification of specific hydrologic requirements, including presence of hydric soils, a dominance of vegetation suited hydric (periodic, continuous, or saturated) soil conditions, and indications of hydrologic conditions such as inundation, moss collars, presence of muck soils, or other hydric indicators. FDEP staff (Brad Richardson) field reviewed the wetland delineation on January 30, 2013. The wetlands shown in the application represent the FDEP-approved wetland limits.

In addition to establishing the wetland boundaries, each wetland was evaluated to determine if it is within the Rivers and Harbors Act jurisdiction or Clean Water Act jurisdiction based on the 40 CFR 230.3 (2) definition of "*Waters of the United States*". In addition, USACE Approved Wetland Determination Forms were completed for all wetlands within the St. Marks East Transmission Substation Construction Project workspace as per the direction of the USACE Regulatory Guidance Letter (RGL) No. 08-02 (Data Forms).

4.0 WETLAND DESCRIPTION

A total of 0.61± acre of jurisdictional area (3 Wetlands) are located on the site (Wetland Map and Environmental Drawing). A qualitative description of the wetlands is presented below and in Table 1. The qualitative description of each wetland includes hydrologic indicators used to determine limits of the wetland and a discussion of the wetlands classification as USACE jurisdictional or non-jurisdictional.

Wetland Hardwood Forest (FLUCCS 610)

This forested wetland (Wetland PA) is characterized by dominant canopy species such as laurel oak (*Quercus laurifolia*), dahoon holly (*Ilex cassine*) and red maple (*Acer rubrum*). Ground cover is sparse and is predominantly leaf debris. This wetland is steep-sided (approximately 4 feet) and appears to hold water (See Attached Photograph). Observed indicators of wetland hydrology included the hummocking and stain lines. Because of the hydrological connectivity of this wetland to offsite wetlands and ditches ultimately connecting to the St. Marks River, it is considered to be within the USACE Clean Water Act jurisdiction.

Wet Prairie (FLUCCS 643)

These non-forested wetlands (Wetland PB and PC) is dominated by short herbs and grass species. Dominant species include St. John's wort (*Hypericum fasciculatum*), corkwood (*Stillingia aquatica*) and yellow-eyed grass (*Xyris* sp.). Other species included broomsedge (*Andropogon glomeratus*), plume grass (*Erianthus brevibarbis*), various beakrushes (*Rhynchospora* spp.), blackberry (*Rubus trivialis*), sawgrass (*Cladium jamaicense*), and marsh fleabane (*Pluchea rosea*). Shrubby or sapling species scattered throughout these wetlands include red maple (*Acer rubrum*) and sweetgum (*Liquidambar styraciflua*). While the canopy stratum is absent within the substation footprint, dominant canopy and shrub species immediately adjacent to the substation footprint assisted in determining the jurisdictional wetland limits (See Attached Photographs). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting. Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River, and because of this hydrological connectivity with a traditional navigable body of water, it is considered to be within the USACE Clean Water Act jurisdiction. The remaining prairie on site wetland (PB) is considered isolated and not within the USACE jurisdiction. Further, Wetland CE falls outside of the project limits to the south and is not included in the wetland map.

5.0 WETLAND IMPACT DESCRIPTION

The following section discusses the proposed actions and sequencing of work proposed for the St. Marks East Transmission Substation Construction Project. The proposed project includes permanent impacts to one wetland, Wetland PC, for the construction of the St. Marks East Transmission Substation. The total permanent impact is 0.11 acre of fill to construct the substation. Wetlands PA and PB will not be impacted. The initial work will involve the installation of silt fence around the project workspace. A security fence will be installed around the substation footprint.

The security fence will be installed within a small portion of Wetland PC, an herbaceous wetland system, and within the Wetland PC upland buffer. Trees (mainly planted pines) within the new substation footprint will be cut and removed (See Attached Photograph).

A secondary impact (25 feet) to the remaining portion of Wetland PC will occur. The secondary impact is 0.02 acre. Secondary impacts to the habitat functions of wetlands PA and PB are not proposed. The site plan includes buffers, with a minimum width of 15 feet and an average width of 25 feet, abutting wetlands PA and PC (In Accordance with Section 10.2.7 Secondary Impacts in the FDEP Northwest Florida Environmental Resource Permit Handbook). Buffers will remain in an undisturbed condition, except for drainage features such as swales. No suitable listed species nesting, denning, or critically important feeding habitat is within this site or buffers.

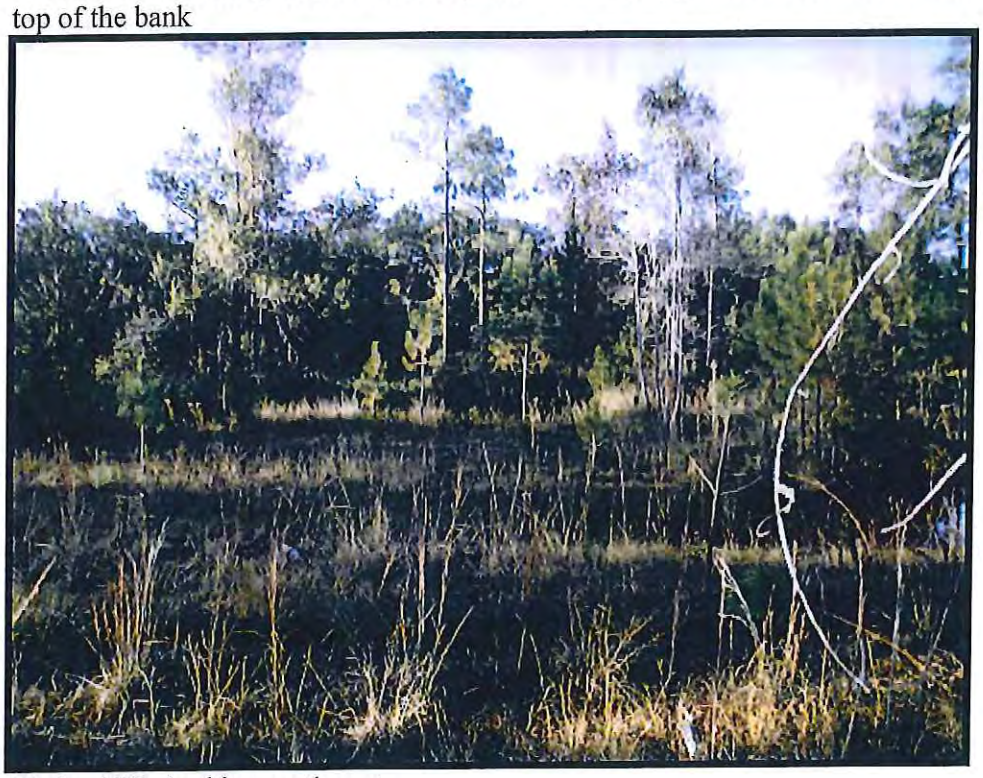
6.0 AVOIDANCE AND MINIMIZATION

Overall, the applicant has designed the project to have a minimal adverse effect on the wetland resources. The proposed project avoids most of the wetlands on the site. The substation pad is placed in the eastern portion of the site to avoid impacts to wetlands PA and PB. The access driveway avoids impacts to wetlands PA and PB and is positioned to avoid secondary impacts to the wetland buffers. The only wetland impact (0.11 acre to wetland PC) is unavoidable for the safe design of the substation footprint and security fence. Sedimentation and erosion control will be installed and maintained during construction.

7.0 MITIGATION

A Unified Mitigation Assessment Method (UMAM) analysis was conducted for the project (see attached UMAM sheets). A UMAM functional loss score was calculated for the permanent wetland impact (substation construction) to south edge of Wetland PC. The total UMAM functional loss score is -0.081 for the 0.11 acre of permanent impact. A UMAM functional loss score was calculated for the secondary wetland impact (substation construction) to a portion of Wetland PC. The total UMAM functional loss score is -0.0013 for the 0.02 acre of secondary impact. To compensate for the wetland loss, Progress Energy Florida, Inc. will purchase a total of 0.10 mitigation credits from the St. Marks Mitigation Bank (SMMB). The St. Marks Mitigation Bank (SMMB) is an FDEP and USACE-approved FDEP mitigation bank and has the correct type and quantity of credits available to offset the project impacts. FDEP staff (Brad Richardson) field reviewed the UMAM analysis on January 30, 2013. The above referenced scores represent the FDEP-approved UMAM.

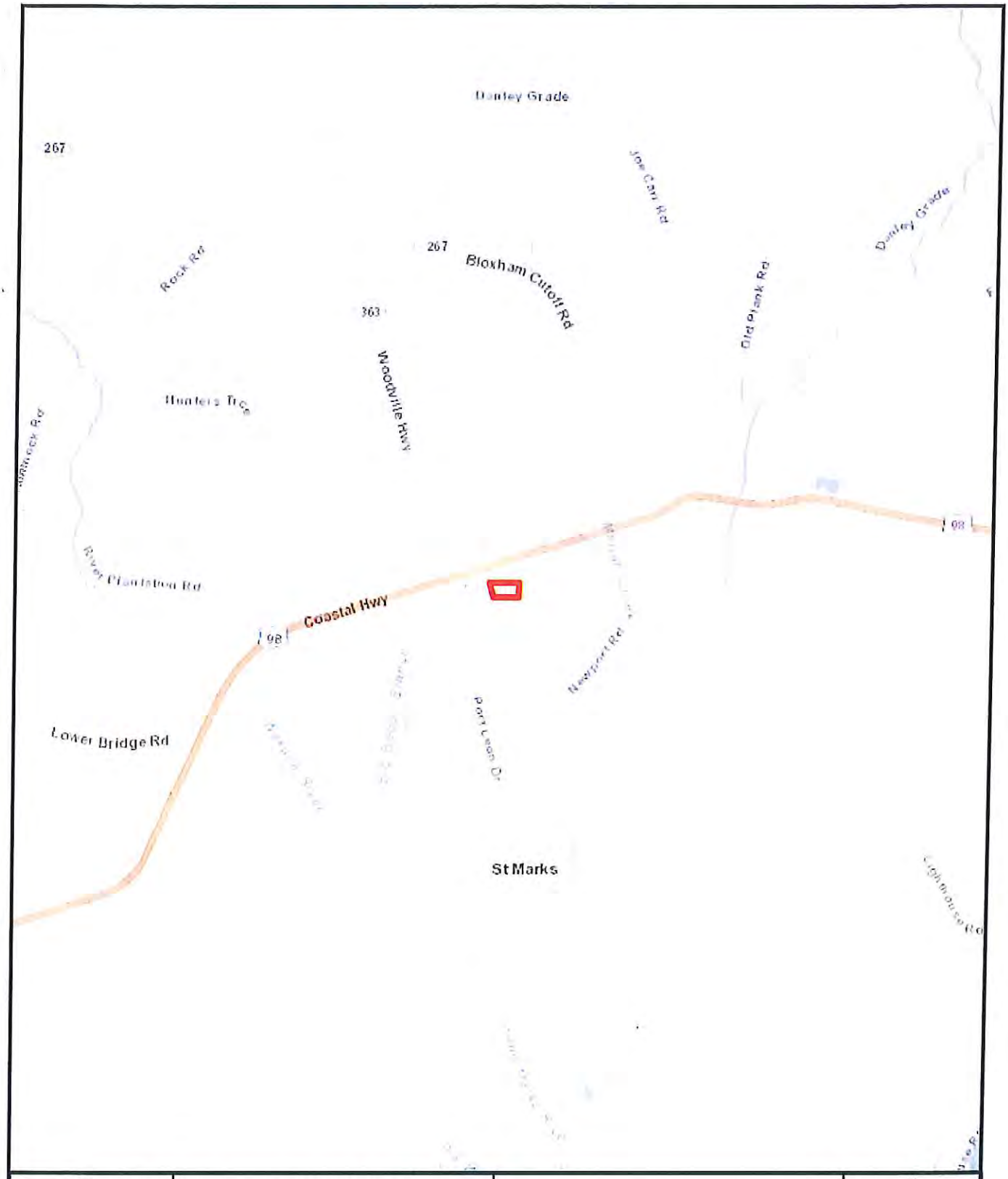
Wetland PA: looking west at the steep-sided banks, approximately 4 feet to the top of the bank



Wetland PB: looking northwest

Wetland PC: looking north toward the property boundary

Planted Pine: Typical view of the upland within substation parcel



Miles
0 1
1 in = 1 miles

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Project Boundary

Source: ESRI World Streetmap

N W E S

LOCATION MAP

P:\0001PEF\005-St. Marks Substation\GIS\LOCATION

SECTION	TOWNSHIP	RANGE
26	3S	1E

Feet
0 2,000
1 in = 2,000 feet

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Project Boundary

Source: USGS Topo Quad

N W E S

QUAD MAP

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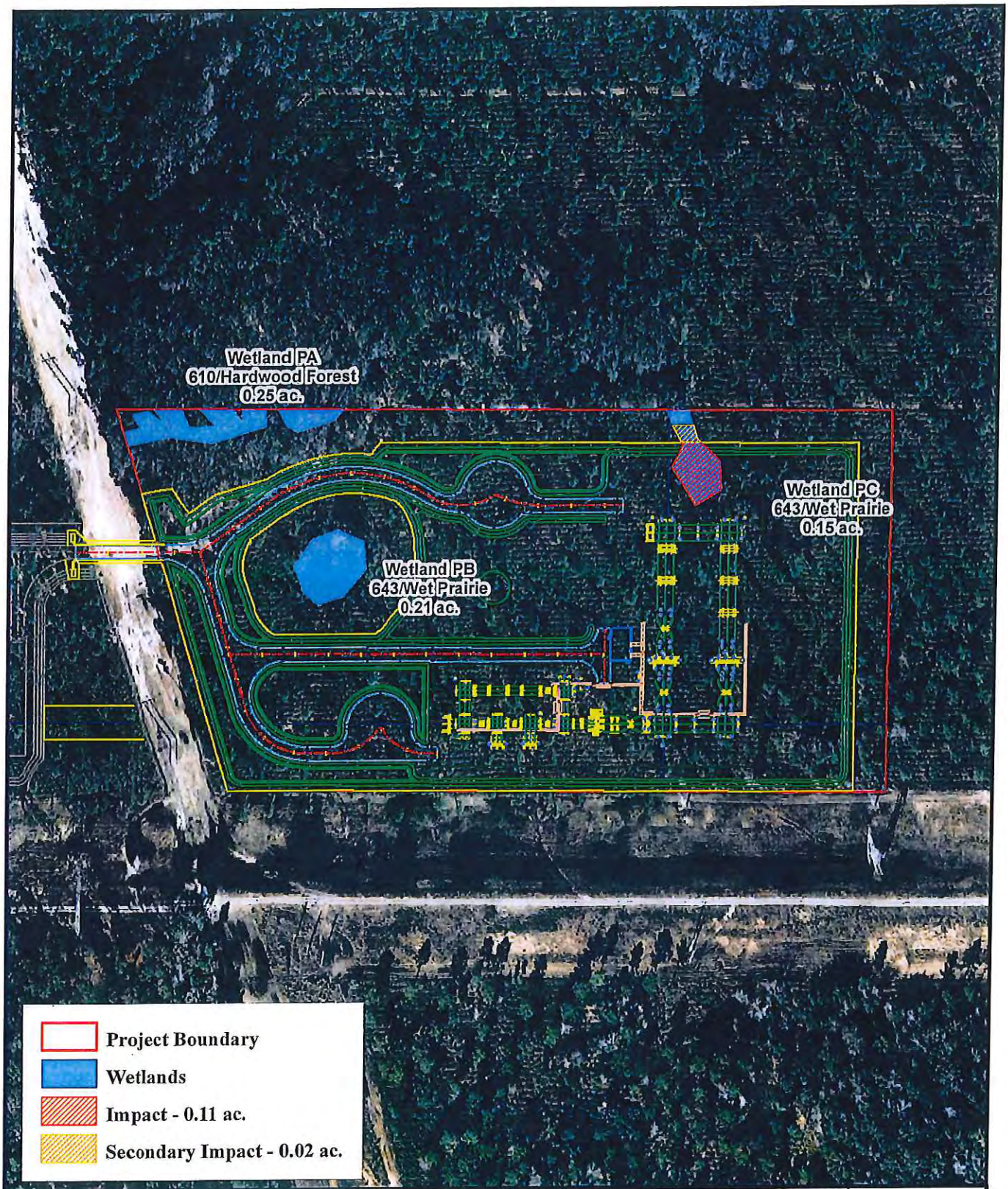


Feet
0 200
1 in = 200 feet

FLATWOODS Consulting Group

ST. MARKS EAST TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

Source: 2010 Imagery

N
W E
S

SITE PLAN MAP

P:\0001PEF\005-St. Marks Substation\GIS\SOILS

UMAM Functional Gain vs. Functional Loss Summary

Project Summary for: St Marks Substation
Application Number:

Impact	Acres	Functional Loss	Functional Gain
	0.13	-0.08	
Mitigation			
SMMB Mitigation Bank	0.10		0.10
Total Phase Functional Lift		**0.02**	

PART I - Qualitative Description (See Section 62-345.400, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:	
St Marks Substation		Wetland PC	
FLUCCs Code:	**Further Classification:**	**Impact or Mitigation Site?**	**Assessment Area Size (ac):**
643	Wet Prairie	Impact	0.1100
Basin/Watershed Name/Number:	**Affected Waterbody (Class):**	**Special Classificatio** (i.e. OFW, AP, other local/state/federal designation of importance)	
St Marks	Class III		

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Wetland PC is hydrologically connected to the St. Marks River (OFW).

Assessment Area Description:

This wet prairie consists of plume grass (Erianthus brevibarbis), St. John's wort (Hypericum fasiculatum), and sawgrass (Cladium jamaicense). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting.

Significant Nearby Features:	Uniqueness (considering the relative rarity in relation to the regional landscape.)
St. Marks River is severeal mile to the east of the site	Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River (OFW).
Functions:	**Mitigation for previous permit/other historic use:**
Possible wading bird foraging and amphibian breeding. Flood conveyance and storage.	No
Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	**Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area):**
Possible wading bird foraging and amphibian breeding.	Possible usage as foraging habitat by various State listed (SSC) wading birds. Also possible usage by the Florida black bear (T)

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.)

None

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
LMW/MTP	08-Jan-2013

PART II - Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
St Marks Substation		Wetland PC

Impact or Mitigation	Assessment conducted by:	Assessment Date:
Impact	LMW/MTP	08-Jan-2013

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type if wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(7)(a) Location and Landscape Support	Surrounded largely by actively logged pine plantation. Hydrologic connection to Forested WL PA to the west impeded slightly. Habitat availability outside AA optimal for most but not all species of wildlife in Pt. I. Cover of invasive/exotic spp. is minimal, minimal adverse effect on functions of AA. Hydrologic/flow impediments limit AA from providing benefits downstream, such benefits provided rarely or at greatly reduced levels compared to optimal conditions. Discharges from AA provide minimal benefits to downstream areas, which could be altered if quality/quantity were altered. Area Land Uses have significant adverse impacts on wildlife.	7	0
.500(7)(b) Water Environment (n/a for uplands)	Hydrologic flow to adjacent forested wetland may be impeded via pine furrows and logging activity. No recruits from adjacent forested wetland. Direct observation of standing water indicates significant water quality degradation such as discoloration, turbidity, or oil sheen. Vegetation shows some signs of hydrologic stress. Presence/evidence of use by animal species w/specific hydrologic requirements is much less than expected/more generalized requirements.	7	0
.500(7)(c) Community Structure	System supports desirable hydrophytic vegetation typical of a wetland prairie system. Evidence of recruitment/regeneration noted (seed heads/flowering grass and sedge species). Majority of plant covers is desirable plant species in all strata . Minimal cover by invasive/exotic plant species . Evidence of near normal regeneration/recruitment.	8	0

Score = sum of above scores/30 (if uplands, divide by 20)	
0.7333	0.0000

Delta = [with-current]:
-0.7333

If preservation as mitigation,	
Preservation adjustment factor =	N/A
Adjusted mitigation delta =	N/A

If mitigation	
Time lag (t-factor) =	N/A
Risk factor =	N/A

For impact assessment areas	
Area Size (ac) =	0.11
FL= delta x acres =	-0.0807 *

For mitigation assessment areas	
RFG = delta/(t-factor x risk) =	N/A

** FL is rounded to 2 decimal places. Intermediate calculations are not rounded, but are displayed to 4 decimal places.*

PART I - Qualitative Description (See Section 62-345.400, F.A.C.)

Site/Project Name:	Application Number:	Assessment Area Name or Number:
St Marks Substation		Wetland PC Secondary Impact

FLUCCs Code:	Further Classification:	Impact or Mitigation Site?	Assessment Area Size (ac):
		Impact	0.0200

Basin/Watershed Name/Number:	Affected Waterbody (Class):	Special Classificatio (i.e. OFW, AP, other local/state/federal designation of importance)
	Class III	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

Wetland PC is hydrologically connected to the St. Marks River (OFW).

Assessment Area Description:

This wet prairie consists of plume grass (Erianthus brevibarbis), St. John's wort (Hypericum fasiculatum), and sawgrass (Cladium jamaicense). Observations of indicators of wetland hydrology included the dominance of hydrophytic vegetation and algal matting.

Significant Nearby Features:	Uniqueness (considering the relative rarity in relation to the regional landscape.)
St. Marks River is severeal mile to the east of the site	Wetland PC is hydrologically connected to offsite wetlands and ditches that eventually connect to the St. Marks River (OFW).

Functions:	Mitigation for previous permit/other historic use:
Possible wading bird foraging and amphibian breeding. Flood conveyance and storage.	None

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area):
Possible wading bird foraging and amphibian breeding.	Possible usage as foraging habitat by various State listed (SSC) wading birds. Also possible usage by the Florida black bear (T)

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.)

None

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
LMW/CEK	30-Jan-2013

PART II - Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
St Marks Substation		Wetland PC Secondary Impact

Impact or Mitigation	Assessment conducted by:	Assessment Date:
Impact	LMW/CEK	31-Jan-2013

Scoring Guidance	Optimal (10)	Moderate (7)	Minimal (4)	Not Present (0)
The scoring of each indicator is based on what would be suitable for the type if wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface water functions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

		w/o pres or current	with
.500(7)(a) Location and Landscape Support	Will remain mostly surrounded by actively logged pine plantation. Will maintain hydrologic connection to WL PA.	7	6
.500(7)(b) Water Environment (n/a for uplands)	Will maintain hydrologic flow to adjacent forested wetland. Water quality will not be impacted by development.	7	7
.500(7)(c) Community Structure	System will continue to support desirable hydrophytic vegetation typical of a wetland prairie system and maintain the recruitment/regeneration of grass species. Majority of plant covers is by undesirable plant species (invasive/exotic) in all strata . Minimal cover by invasive/exotic plant species . Evidence of near normal regeneration/recruitment.	8	7

Score = sum of above scores/30 (if uplands, divide by 20)	
0.7333	0.6667

Delta = [with-current]:
-0.0667

If preservation as mitigation,	
Preservation adjustment factor =	N/A
Adjusted mitigation delta =	N/A

If mitigation	
Time lag (t-factor) =	N/A
Risk factor =	N/A

For impact assessment areas	
Area Size (ac) =	0.02
FL= delta x acres =	-0.0013 *

For mitigation assessment areas	
RFG = delta/(t-factor x risk) =	N/A

** FL is rounded to 2 decimal places. Intermediate calculations are not rounded, but are displayed to 4 decimal places.*

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
3900 COMMONWEALTH BOULEVARD, MS 55
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

Permittee/Authorized Entity:
Progress Energy Florida, Inc.
c/o R. Alexander Glenn, State President,
c/o William Linton, Senior Environmental Specialist
299 First Avenue North; PEF 903
St. Petersburg, Florida 33701
william.linton@pgnmail.com

St. Marks East Transmission Substation

Environmental Resource Permit

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

County: Wakulla
Permit No.: 65-0307581-002-EI

Permit Issuance Date: 05/07/13
Permit Construction Phase Expiration Date: 05/07/18

Environmental Resource Permit

Permittee: Progress Energy Florida, Inc., c/o R. Alexander Glenn
Permit No: 65-0307581-002-EI

PROJECT LOCATION
The activities authorized by this Permit are located on parcel ID numbers 26-3S-01E-000-05464-003 and 26-3S-01E-000-05466-000, on the south side of U.S. Highway 98, approximately 1,600 feet east of the intersection with Woodville Highway (S.R. 363), north of the City of St. Marks, Florida 32327, in Section 26, Township 3S, Range 1E, in Wakulla County, at Latitude 30 degrees, 11 minutes, 21.2 seconds North/Longitude 84 degrees, 12 minutes, 32.9 seconds West, in an unnamed Class III wetland. Mitigation is to occur in the St. Marks Mitigation Bank.

PROJECT DESCRIPTION
The permittee is authorized to construct a 3.06 acre fenced, gravel electric transmission substation and equipment room, a 1.33 acre paved access roadway, and a stormwater management system on 10.93 acres of one of four contiguous parcels totaling 56.65 acres, and within an access easement on 0.08 acres of a 6.4 acre City of Tallahassee owned parcel, including 0.11 acres of impacts within an unnamed Class III wetland. Authorized activities are depicted on the attached exhibits.

To offset 0.11 acres of unavoidable impacts that will occur from these authorized activities, the permittee shall purchase 0.1 herbaceous credits from St. Marks Mitigation Bank.

AUTHORIZATIONS
St. Marks East Transmission Substation

Environmental Resource Permit
The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-346, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization
As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rules 18-21, 18-20, and 18-18, F.A.C.

Federal Authorization
A copy of this permit has been sent to the U.S. Army Corps of Engineers (USACE). The USACE may require a separate permit. Failure to obtain any required federal permits prior to construction could subject you to enforcement action by that agency.

Coastal Zone Management
This permit also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification
This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations
You are advised that authorizations or permits for this project may be required by other federal, state or local entities including but not limited to local governments or homeowners' associations. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS
The activities described herein must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to commencing the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings. If you are utilizing a contractor, the contractor also should read and understand these conditions and drawings prior to commencing the authorized activities. Failure to comply with these conditions, including any mitigation requirements, shall constitute grounds for revocation of this permit and appropriate enforcement action by the Department.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit/certification/authorization, as specifically described above.

SPECIFIC CONDITIONS:
CONSTRUCTION ACTIVITIES
1. There shall be no storage or stockpiling of tools, materials (i.e., lumber, pilings, debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state, unless specifically approved in the permit. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

2. If the approved permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

3. Prior to construction, the limits of the proposed fill areas shall be clearly flagged and staked by the agent and/or the contractor. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction area to prevent encroachment from heavy equipment into these areas.

4. All wetland areas or water bodies which are adjacent to the specific limits of construction authorized by this permit shall be protected from erosion, sedimentation, siltation, scouring, excess turbidity and dewatering.

5. All fill areas, fill slopes, and disturbed upland areas shall be stabilized at all times during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring.

6. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Armstrong, P.E., at 850-595-0554, for more information.

7. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is **800-320-0519** (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 245-2984, during business hours.

8. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

9. The mailing address for submittal of forms for the "Construction Commencement Notice", "As-Built Certification ...", "Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase", or other correspondence is FDEP, Northwest District Office, 3900 Commonwealth Boulevard, MS 55, Tallahassee, Florida 32399-3000.

MITIGATION

10. To offset impacts to 0.11 acres of Wet Prairie wetlands, the permittee shall purchase 0.1 herbaceous credits from St. Marks Mitigation Bank. **Prior to any construction or impacts authorized by this permit**, the permittee shall provide the Department with documentation that 0.1 herbaceous credits have been deducted from DEP's credit ledger of the St. Marks Mitigation Bank.

OPERATION AND MAINTENANCE

11. The 'St. Marks East Transmission Substation Operation and Maintenance Plan', as approved and enclosed with this permit, shall be implemented.

12. The retention area shall be mowed when other landscaped areas are maintained as needed. Any bare spots discovered on the treatment basin side slopes greater than three (3) square feet shall be resodded.

13. Percolation performance shall be evaluated at least every three (3) years or as needed within the retention area. In the event of inadequate percolation, retention area bottom maintenance should be performed as follows:

a. Remove 2 to 3 inches of the retention area bottom material and scarify excavated bottom.
b. Replace excavated bottom material with clean sand material to design grade.

14. The stormwater system bottom shall be inspected periodically for silt accumulation. Any identified silt shall be removed.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity may constitute grounds for revocation or enforcement action by the Department, unless a modification has been applied for and approved in accordance with Rule 62-346.100, F.A.C.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity during the construction phase. The complete permit shall be available for review at the work site upon request by the Department staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit. A weather-resistant sign, measuring at least 8 1/2 inches by 11 inches, and including the permit number (in lettering that is easily visible from the access road) shall be placed on the property facing the road.

3. Activities approved by this permit shall be conducted in a manner that does not cause violations of state water quality standards.

4. Immediately prior to, during construction, and for the period of time after construction to allow for stabilization of all disturbed areas, the permittee shall implement and maintain erosion and sediment control best management practices, such as silt fences, erosion control blankets, mulch, sediment traps, polyacrylamide (PAM), temporary grass seed, permanent sod, and floating turbidity screens to retain sediment on-site and to prevent violations of state water quality standards. These devices shall be installed, used, and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work, and shall remain in place at all locations until construction is completed and soils are permanently stabilized. All best management practices shall be in accordance with the guidelines and specifications described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Transportation and Florida Department of Environmental Protection, 2007), unless a project-specific erosion and sediment control plan is approved as part of the permit. If project-specific conditions require additional measures during any phase of construction or operation to prevent

erosion or control sediments beyond those specified in the approved erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the guidelines and specifications in the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual*, Prepared for Florida Department of Transportation & Florida Department of Environmental Protection by HydroDynamics Incorporated in cooperation with Stormwater Management Academy, June 2007. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources as soon as practicable. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before conversion of the permit to the operation and maintenance phase, all silt screens and fences, temporary baffles, and other materials that are no longer required for erosion and sediment control shall be removed.

5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the Department a fully executed Form 62-346.900(3), "Construction Commencement Notice," incorporated by reference herein, indicating the expected start and completion dates. Information on how a copy of this form may be obtained is contained in Rule 62-346.900, F.A.C.

7. Within 30 days after completion of construction of the whole system, or independent portion of the system, the permittee shall notify the Department that construction has been completed and the system is ready for inspection by submitting one of the following forms to the Department office that issued the permit:

a. For systems other than those that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(4), "As-Built Certification by a Registered Professional." If the registered professional has certified that the system has been built substantially in compliance with the plans and specifications in the permit, and that such system is ready for inspection, the permittee shall also submit Form 62-346.900(6), "Request for Conversion of Environmental Resource Individual Permit Construction Phase to Operation and Maintenance Phase." The system shall not be used and operated for its permitted purpose until the Department has approved the request to authorize the operation phase, in accordance with Rule 62-346.095, F.A.C. The "As-Built Certification" shall be for the purpose of determining if the work was completed in substantial compliance with permitted plans and specifications. The certification shall include as-built drawings in the form of the permitted drawings that clearly show any substantial deviations made during construction. The plans must be clearly labeled as "as-built" or "record" drawings.

b. For systems that serve an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex, Form 62-346.900(5), "Construction Completion and Inspection Certification for a System Serving an Individual, Private Single-Family Dwelling Unit."

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of the facility, or the site infrastructure located within the area served by that portion or phase of the system.

9. The permittee shall remain liable for compliance with the operation and maintenance of the system in accordance with the terms and conditions of the permit for the life of the system, unless such permit is transferred to an acceptable responsible entity in accordance with Rules 62-346.095 and 62-346.130, F.A.C. Once transfer of the permit has been approved by the Department, the transferee shall be liable for compliance with all the terms and conditions of the operation and maintenance phase of the permit for the life of the system.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the Department in writing of the changes prior to implementation so that the Department can determine whether a permit modification is appropriate.

11. This permit does not convey to the permittee or create in the permittee any property right or any interest in real property, nor does it authorize any entrance upon or activities on property that is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in this permit or Chapter 62-346, F.A.C. Permittees having the right to exercise the power of eminent domain or who had a contract to purchase the property subject to this permit shall not commence any work under this permit until the permittee has provided the Department with proof of transfer of ownership of the property in the name of the permittee. If such transfer of ownership does not occur, the permittee shall surrender this permit, and the permit shall be null and void.

12. Pursuant to Section 373.422, F.S., prior to conducting any activities on sovereign submerged lands, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

13. The permittee shall hold and save the Department harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

14. The permittee shall notify the Department in writing at least 30 days prior to any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. Where ownership of the land subject to the permit was demonstrated through a long-term lease, the lessee must have transferred ownership and control of the permitted system to the current landowner or new lessee, effective prior to or on the date of expiration of the lease. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 62-346.095 and 62-346.130, F.A.C.

15. Upon reasonable notice to the permittee, Department staff with proper identification shall have permission to enter, inspect, sample and test the system to ensure conformity with the plans and specifications authorized in the permit.

16. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the Department.

17. The permittee shall immediately notify the Department in writing of any previously submitted information that is later discovered to be inaccurate.

18. The issuance of this permit does not relieve the permittee from the responsibility to obtain any other required federal, state, and local authorizations.

19. The permittee is advised that, pursuant to Section 556.105, F.S., excavating contractors are required to provide certain information concerning the excavation that may affect underground facilities through the one-call notification system not less than two, nor more than five, business days before beginning any excavation.

If you have any questions about this document, please contact Chris Shortt at (850) 767-0043 or at christopher.shortt@dep.state.fl.us.

Executed in Leon County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Clifford D. Wilson III, P.E.
Assistant Director, Northwest
FL Dept. of Environmental Protection

CDW/cms

Attachments:
Exhibit 1, Project Drawings and Design Specs., 14 pages
Exhibit 2, Operation and Maintenance Plan, 1 page

Copies of 62-346.900 forms can be obtained at:
http://www.dep.state.fl.us/water/wetlands/erp/forms.htm

Copies furnished to:
Mr. Lee M. Walton, Flatwoods Consulting Group, Inc. (lwalton@flatwoodsconsulting.com)
Ms. Sue Maxwell, U.S. Army Corps of Engineers (Susanna.r.maxwell@usace.army.mil)
Mr. Luis Serrna, Wakulla County (LSerna@mywakulla.com)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit, including all copies, were mailed and/or emailed before the close of business on May 7, 2013, to the above listed persons.

FILING AND ACKNOWLEDGMENT

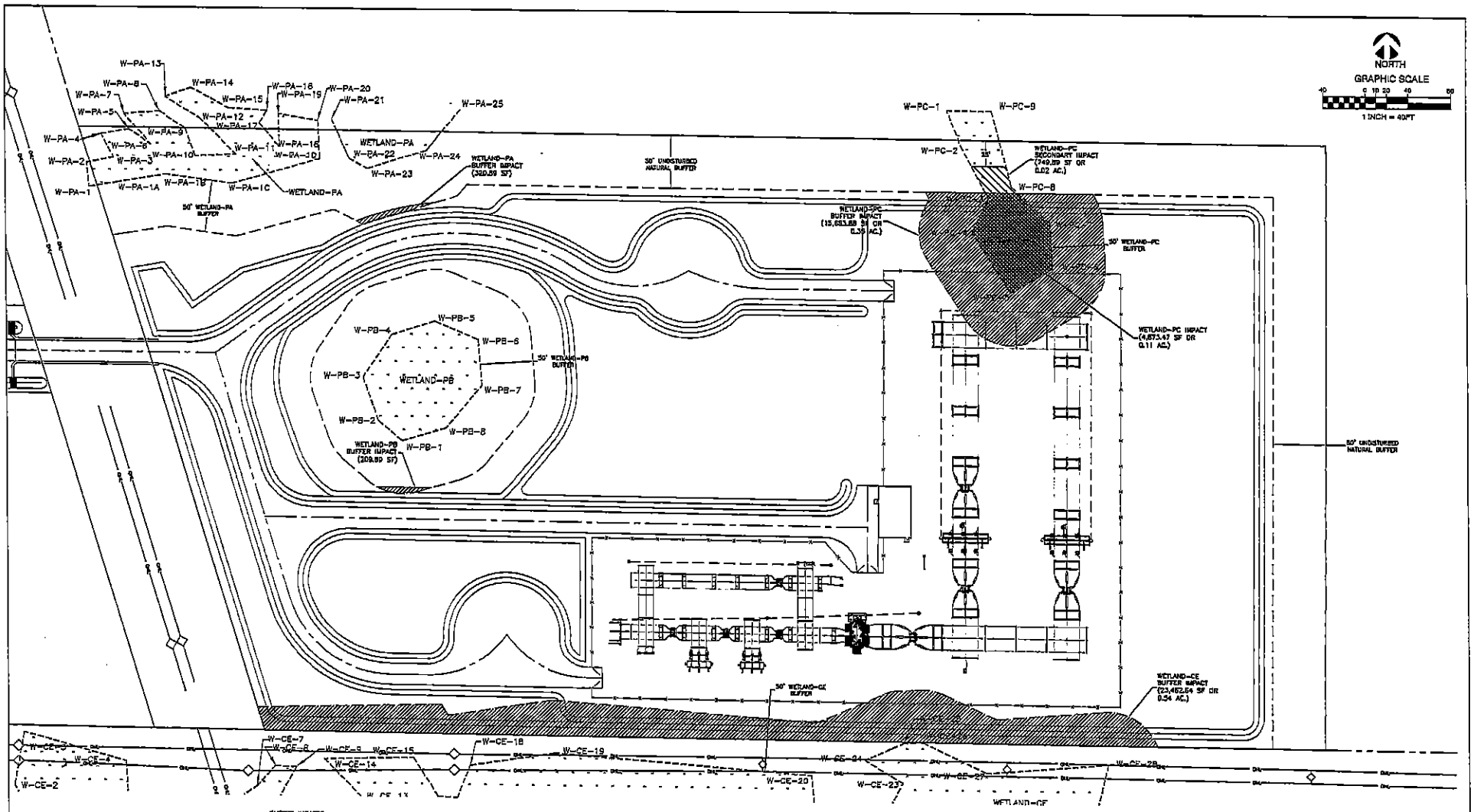
FILED, on this date, under Section 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Linda Hamilton May 7, 2013
Clerk Date

Prepared By: CMS

15 pages attached

EXHIBIT 1



BUFFER IMPACTS:

WETLAND BUFFER	WETLAND BUFFER IMPACT (SF)	WETLAND BUFFER IMPACT (AC)
WETLAND-PA BUFFER	320.89	N/A
WETLAND-PB BUFFER	209.89	N/A
WETLAND-PC BUFFER	15,683.88	0.36
WETLAND-CE BUFFER	23,462.64	0.54
TOTAL =	39,657.30	0.91

WETLAND IMPACTS:

WETLAND	WETLAND IMPACT (SF)	WETLAND IMPACT (AC)
WETLAND-PC	4,873.47	0.11
TOTAL =	4,873.47	0.11

SECONDARY IMPACTS:

WETLAND	SECONDARY IMPACT (SF)	SECONDARY IMPACT (AC)
WETLAND-PC	749.89	0.02
TOTAL =	749.89	0.02

LEGEND:
WETLAND AREA
WETLAND IMPACT
BUFFER IMPACT
SECONDARY IMPACT

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Progress Energy
ENVIRONMENTAL PLAN
ST. MARKS EAST TRANSMISSION SUBSTATION
DWG. ENV-01

ATTACHMENT #5
PAGE 10 OF 44

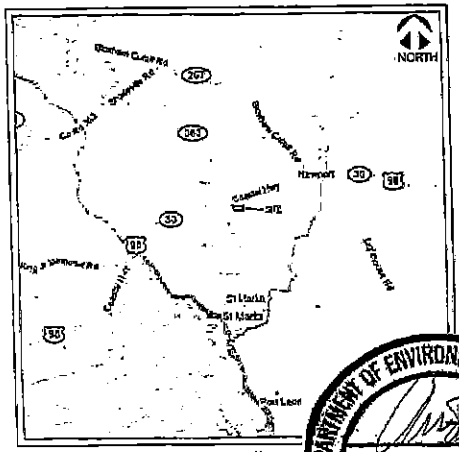
EXHIBIT 1

Progress Energy

ST. MARKS EAST TRANSMISSION SUBSTATION

DRAWING#	DESCRIPTION
S-523-T1	TITLE SHEET
551830030	BOUNDARY AND TOPOGRAPHIC SURVEY
S-523-D3	GENERAL LAYOUT
S-523-D100	SOIL BORING LAYOUT
S-523-D101	CLEAR, GRADE & FILL LAYOUT
S-523-D102	PAVING, GRADING AND DRAINAGE LAYOUT (SHEETS 1 - 4)
S-523-D103	PLAN AND PROFILE
S-523-D104	PLAN AND PROFILE
S-523-D105	PLAN AND PROFILE
S-523-D107	STORMWATER POLLUTION AND PREVENTION PLAN

VICINITY MAP



SCALE: 1" =

NOTE:
PROGRESS ENERGY FLORIDA, INC. WILL BE RESPONSIBLE FOR SUBMITTING, SUBMITTING NOTICE OF CONSTRUCTION COMMENCEMENT, AND SUBMITTING AS-BUILT CERTIFICATION FOR THIS PROJECT WHEN COMPLETED.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.O.A. 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9775
P.E.#: 72919
PROGRESS ENERGY FLORIDA, INC.
3300 EXCHANGE PLACE
LAKE MARY, FL
MAC: 1P3A

PROJECT SUMMARY

APPLICANT : PROGRESS ENERGY FLORIDA, INC.
299 FIRST AVE NORTH
SAINT PETERSBURG, FL 33733
OFFICE: (727)-820-5142

CONTACT PERSON: BILL LINTON

PROJECT DESCRIPTION:
PROPOSED ELECTRIC UTILITY SUBSTATION

PLUMBING REQUIREMENTS:
NO PROPOSED PLUMBING IMPROVEMENTS.

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAPPED ACCESS NOT REQUIRED.

UTILITIES:
ELECTRIC: PROGRESS ENERGY
WATER: NONE ONSITE
SEWER: NONE ONSITE

UTILITY OWNER: PROGRESS ENERGY

PROGRESS ENERGY
ST MARKS EAST
TRANSMISSION SUBSTATION
TITLE SHEET

S-523 T

ATTACHMENT #5
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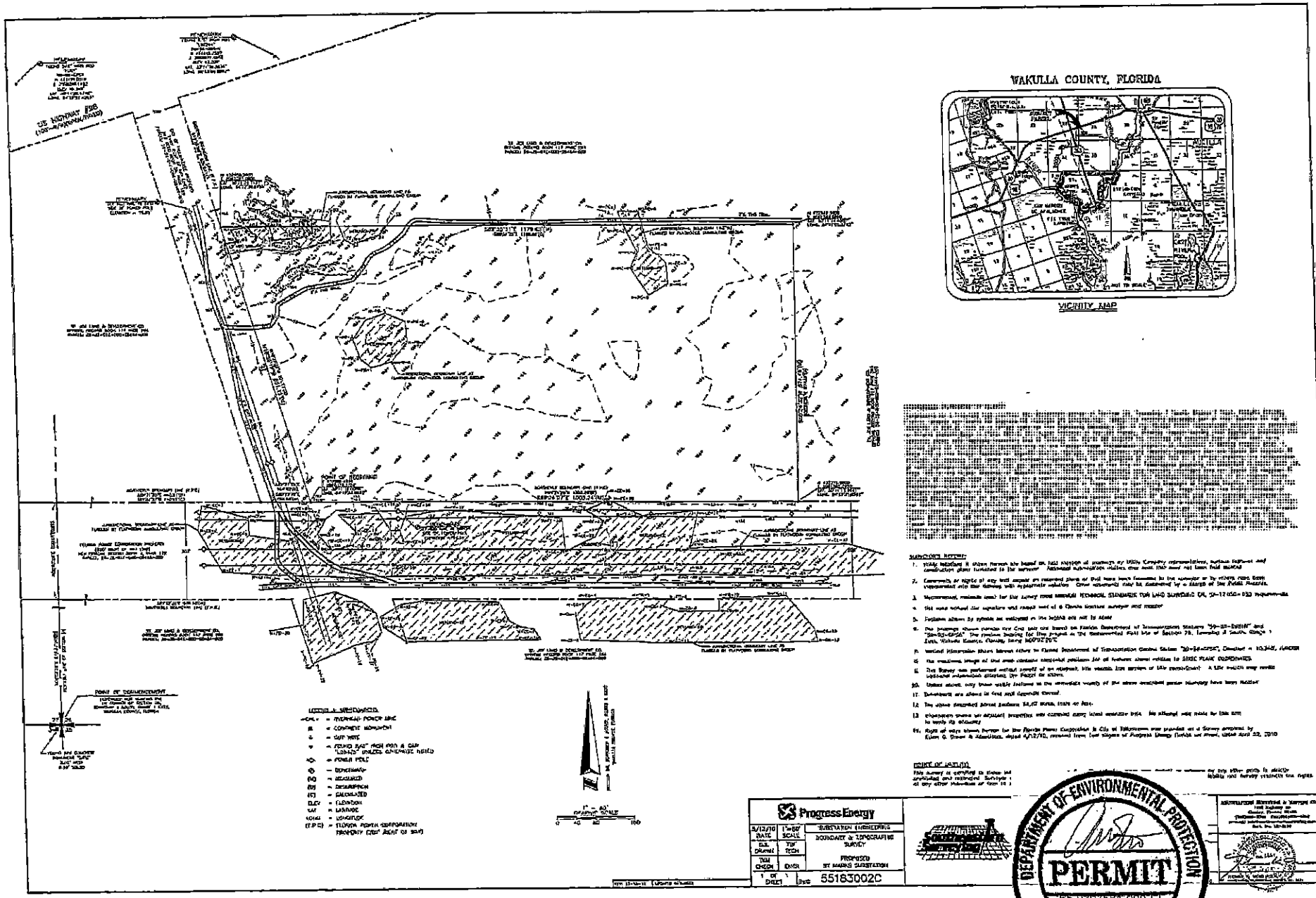
EXHIBIT 1



ATTACHMENT #5
PAGE 12 OF 44

EXHIBIT 1

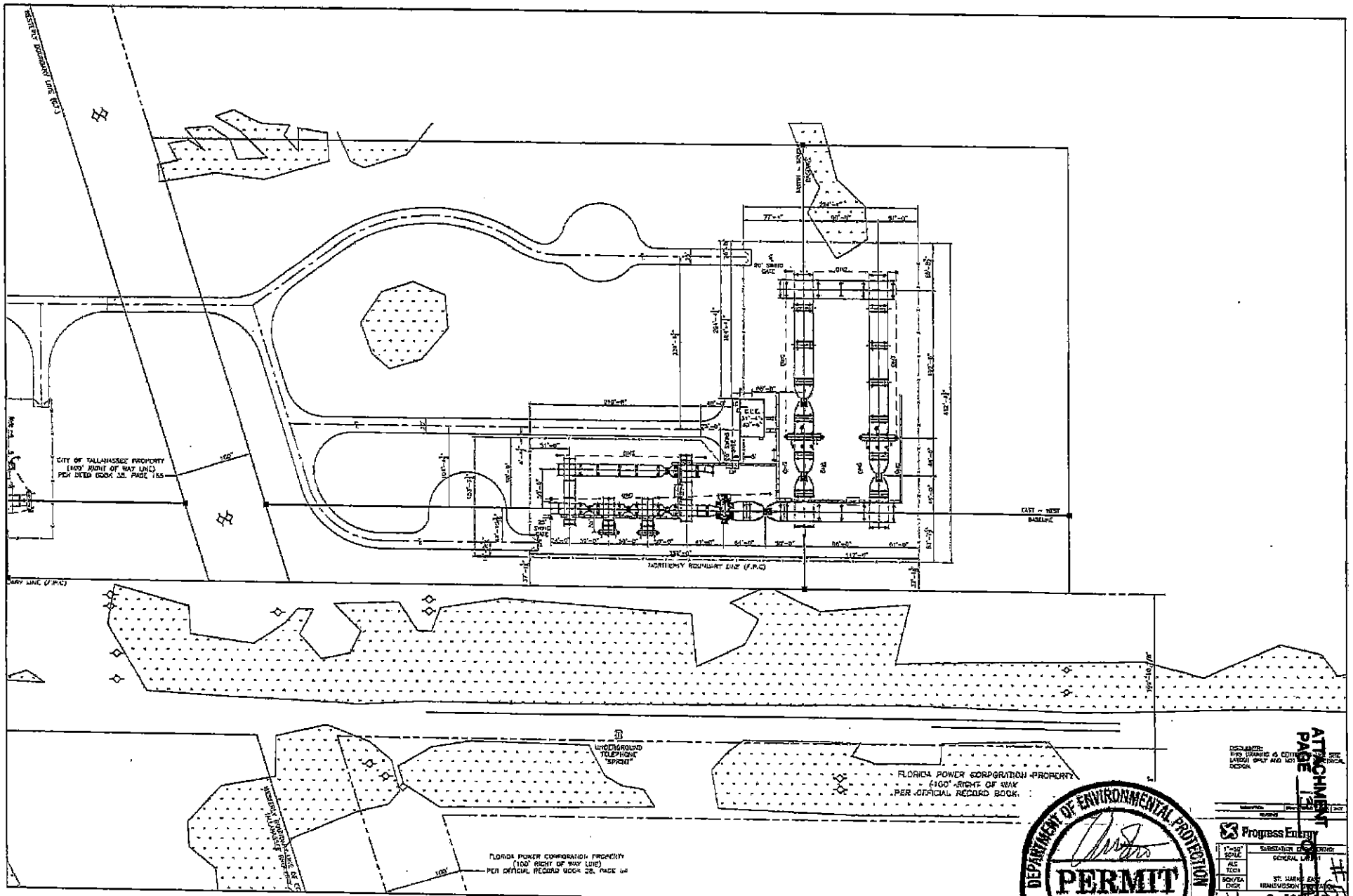


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EXHIBIT 1

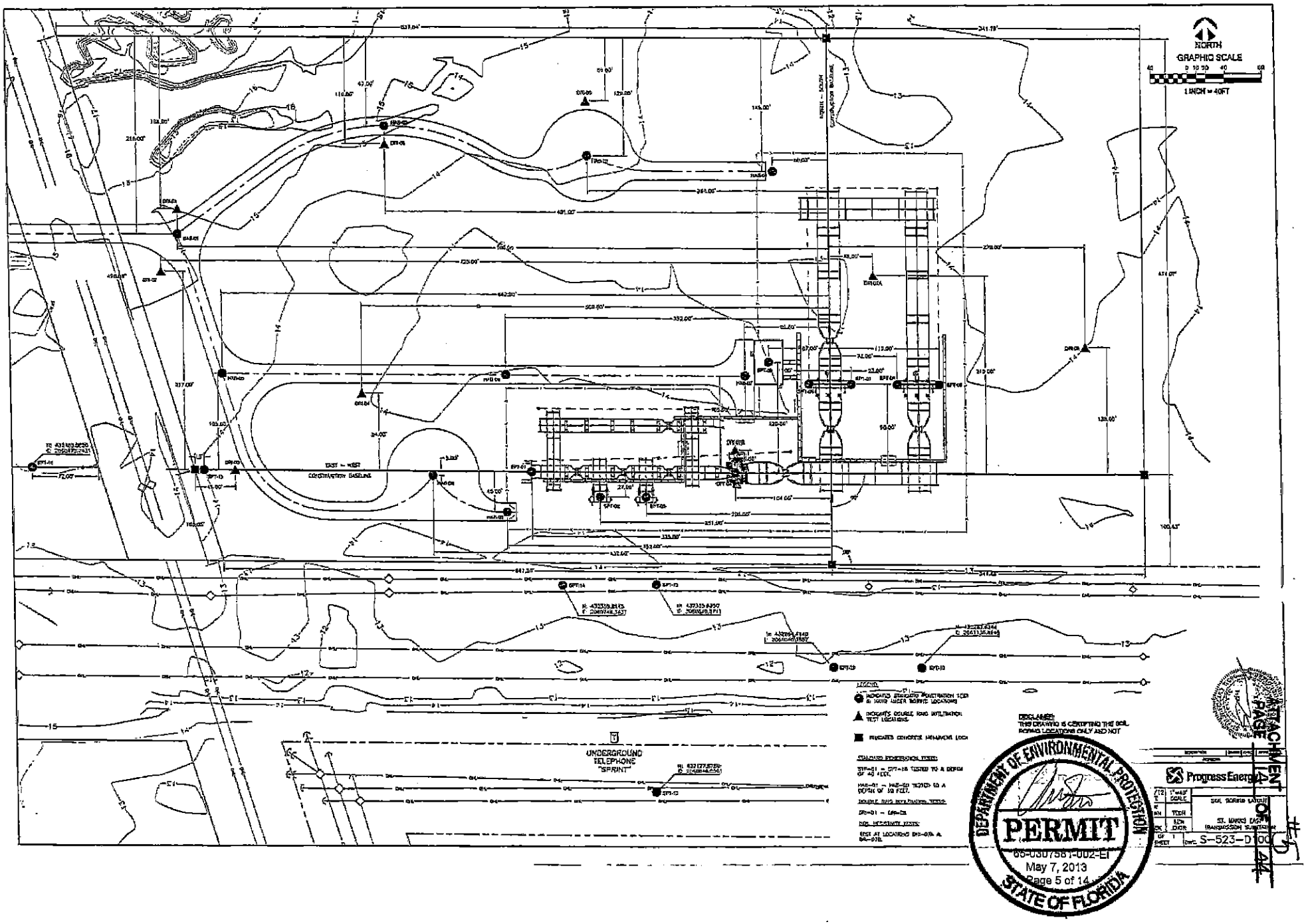
NORTH
GRAPHIC SCALE
1 INCH = 40FT
EAST - WEST
CONSTRUCTION BASELINE
UNDERGROUND
TELEPHONE
"SPRINT"
LEGEND
DISCLAIMER:
THIS DRAWING IS CERTIFYING THE SOIL BORING LOCATIONS ONLY AND NOT
Progress Energy
S-523-D100
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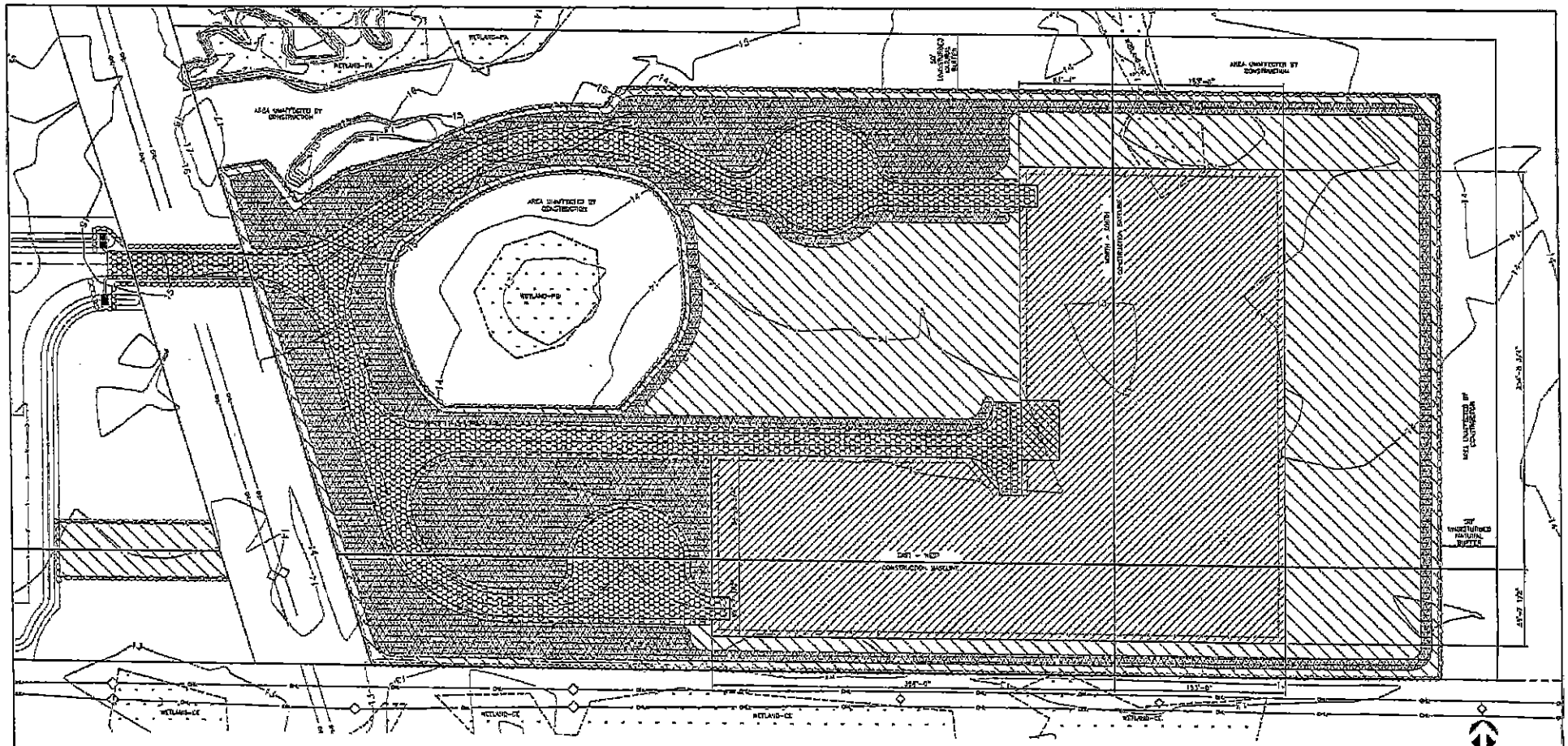
EXHIBIT 1



CLEAR, GRADE AND FILL NOTES:

1. CLEAR, GRADE AND FILL TO SUBSTANTIAL CONFORM TO A PORTION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEET 2 THROUGH 5, PREPARED BY SOUTHEASTERN SURVEYING, PROFESSIONAL LAND SURVEYORS.
2. FILL SHALL BE FREE DRAINING, CLEAN SAND AND SHALL BE FREE OF SILT AND CLAY (GROUP A-1-A OR A-3 AS DEFINED IN AASHTO SPECIFICATIONS M-145).
3. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES SHALL TO BE INSTALLED PRIOR TO CLEARING AND EARTHWORK COMMENCEMENT, AND SHALL BE OBSERVED AND MAINTAINED DURING CONSTRUCTION.
4. SLOPES SHALL BE 3:1 UNLESS NOTED. SOD SHOULDERS AND SIDE SLOPES TO THE CLEARING LIMIT. SOD SHALL BE INSTALLED PER F.D.O.T. LANDSCAPE SPECIFICATIONS.
5. EXISTING TURF ON THIS SITE SHALL REMAIN UNDISTURBED. ANY DAMAGE OF CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
6. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC ARTIFACTS, PREHISTORIC STONE TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL CEASE TO ALL MANNER STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES STATE HISTORIC PRESERVATION OFFICER) AND HERNANDO COUNTY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE DISCOVERIES (EACH) ON THE SITE.
8. IF EARTHS CONSTRUCTION DISTURBS IS UNKNOWNS PARTICULARLY OF AN ARCHEOLOGICAL NATURE, ALL WORK SHALL STOP AND THE STATE ARCHEOLOGICAL OFFICE AND HERNANDO COUNTY SHALL BE NOTIFIED.
9. ALL WELLS ON SITE SHALL BE PROPERLY ABANDONED IN PLACE PER NORTHWEST FLORIDA MANAGEMENT REGULATIONS.
10. CONSTRUCTION BASELINE MONUMENTS SHALL NOT BE DISTURBED DURING CONSTRUCTION ACTIVITIES.
11. SILT BARRIER SHALL BE THE LAST ITEM INSTALLED IN THE SUBDIVISION YARD.
12. THE DRY RETENTION SHALL NOT BE COMPACTED DURING OR AFTER INSTALLATION

ACCESSIBLE ROUTE

FOR MORE DESCRIPTION, TOPOGRAPHIC INFORMATION AND SURVEY NOTES, SEE SHEET # 5523-0001

FOR BASELINE LOCATIONS, SEE DWG.# S-523-D102

FOR ACCESS DRIVE LAYOUT, SEE DWG # S-523-D1

FOR CLEAR, GRADE AND FILL SECTION DETAILS, SEE DWG# S-523-D103 (SHEETS 1-4).

FOR PAVING AND DRAINAGE DETAILS, SEE DWG# S-523-D104 (SHEETS 1-4).

FOR STORMWATER POLLUTION AND PREVENTION PLAN SEE DWG# S-523-D102

RETENTION BASIN CONSTRUCTION NOTES

1. HERNANDO CONSTRUCTS THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING AND ENSURE BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNDESIRABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. ANY EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR ORIGINAL SPECIFICATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMANENT MATERIAL OR PERMANENT VEGETATIVE COVER

LEGEND:

- INDICATES AREA TO BE CLEARED, GRADED AND FILLED TO ELEVATION 14.00' NGVD29.
- INDICATES AREA TO BE CLEARED, GRADED AND FILLED FOR PLACEMENT OF DYNAMIC CONCRETE. ACCESS DRIVE TO BE INSTALLED PER W.O.# 136851. SEE SHEET S-523-D104 (SHEETS 1-4) FOR ACCESS DRIVE DETAILS, AND CROSS SECTIONS.
- INDICATES CONFINED EQUIPMENT ENCLOSURE AREA TO BE GRADED TO CLEARING LIMIT LIMITING AND COMPACTED TO 95% OF MODIFIED PROCTOR (AASHTO-T-180) IN 8-12 INCH LIFTS.
- PROPOSED STORMWATER AREA
- ADDITIONAL CLEARING AREA
- CLEARING LINE
- OVERHEAD UTILITY LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SILT FENCE
- WETLAND LINE

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CLEAR, GRADE & FILL LAYOUT

ST. MARKS EAST TRANSMISSION SUBSTATION

DWG. S-523-D101

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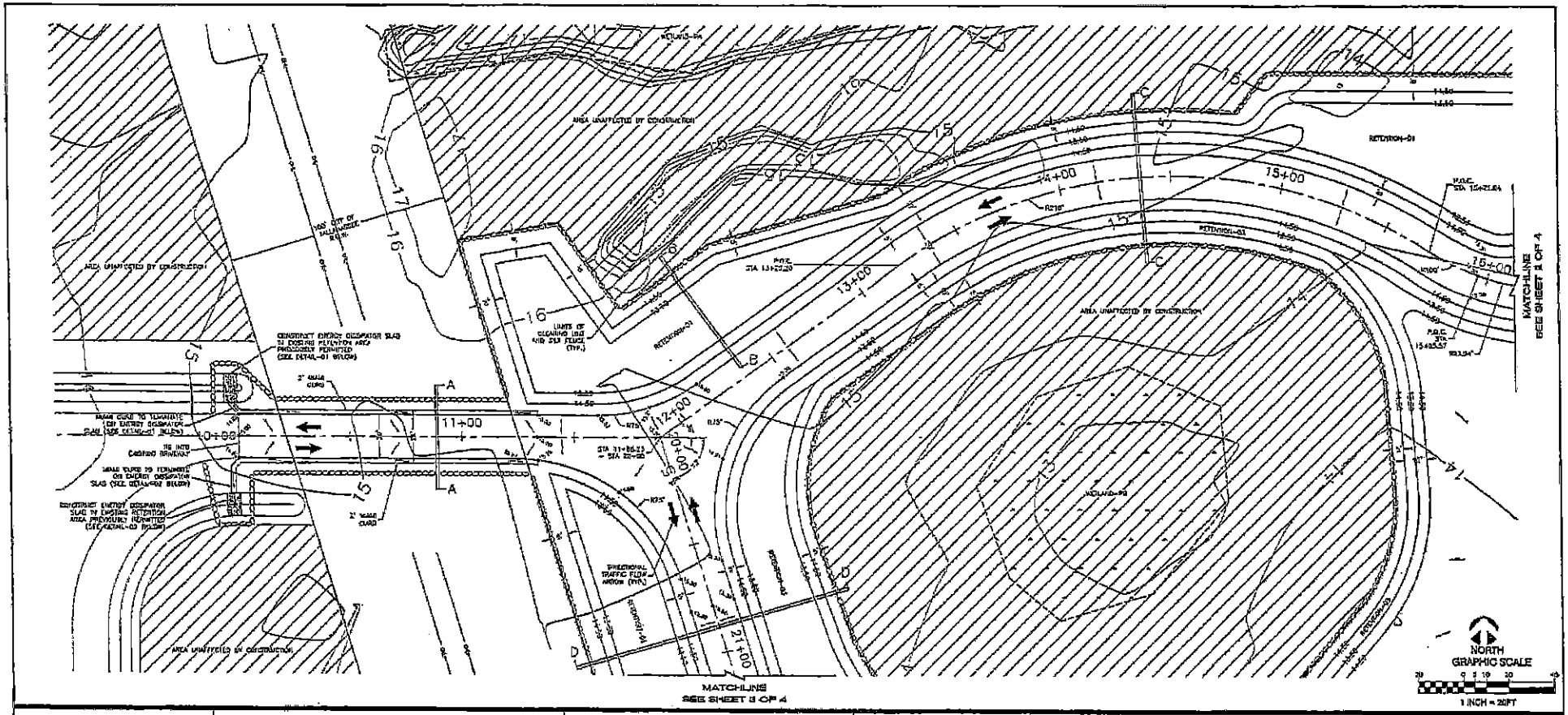
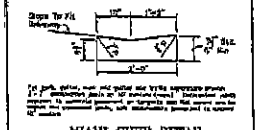
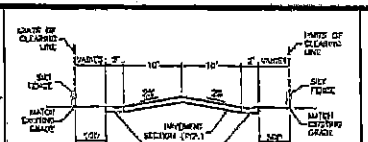
EXHIBIT 1





MIAMI CURB DETAIL
SCALE N.T.S.

TYPICAL PAVEMENT SECTION
SCALE N.T.S.



SECTION A-A
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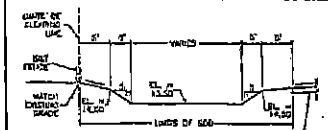
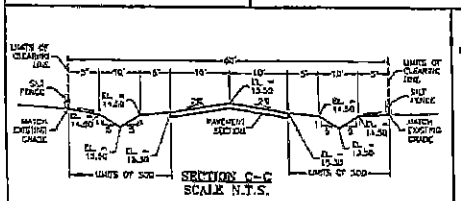


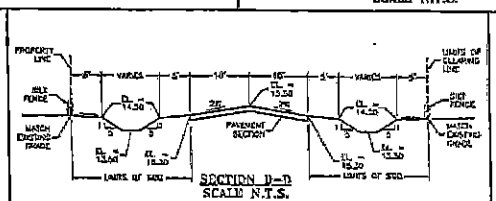
SECTION B-B
SCALE N.T.S.

RETENTION AREA CONSTRUCTION NOTES:

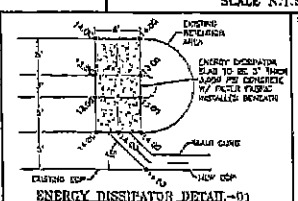
1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY LABOR-CLEARING THE BASIN BOTTOM AND SIDES OF APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FINALLY STABILIZED, THE RETENTION SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNACCEPTABLE MATERIAL MUST BE EXPEDITIOUSLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, SLIMES, DEBRIS, AND OTHER FINE GRAINED MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE FUTURE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMANENT MATERIAL OR PERMANENT TURFGRASS COVER.



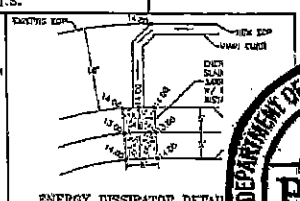
SECTION C-C
SCALE N.T.S.



SECTION D-D
SCALE N.T.S.



ENERGY DISSIPATOR DETAIL-01
SCALE N.T.S.



ENERGY DISSIPATOR DETAIL-02
SCALE N.T.S.

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12	1"=20' SCALE	PAVING, GRADING & DRAINAGE PLAN
	TECH	
	SCH 0404	ST. MARKS EAST TRANSMISSION SUBSTATION
SHT 4 SHEET	DWG. S-523-D102	

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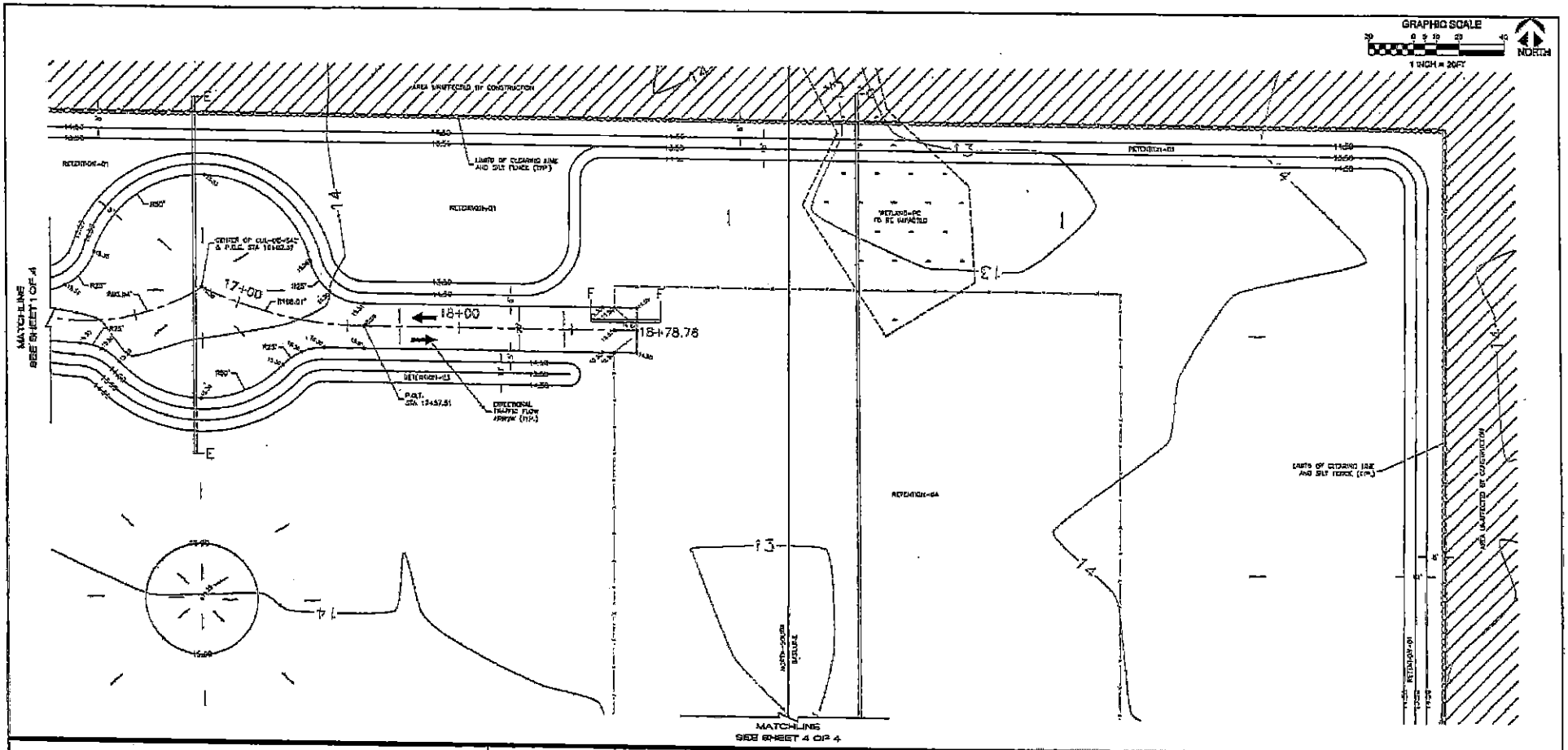
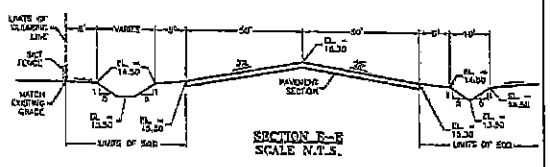
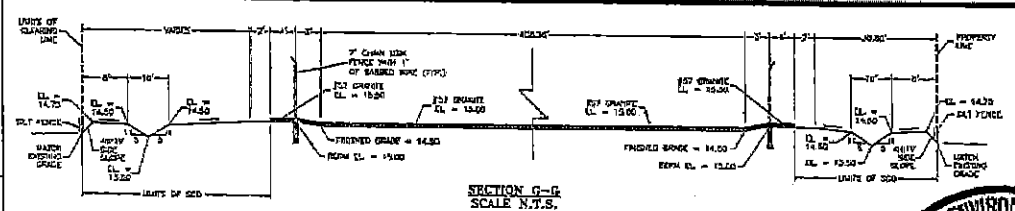
EXHIBIT 1

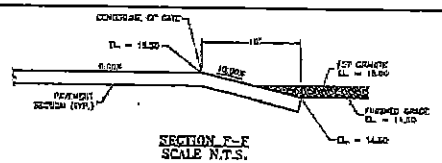




SECTION E-E
SCALE N.T.S.



SECTION G-G
SCALE N.T.S.



SECTION F-F
SCALE N.T.S.

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PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION

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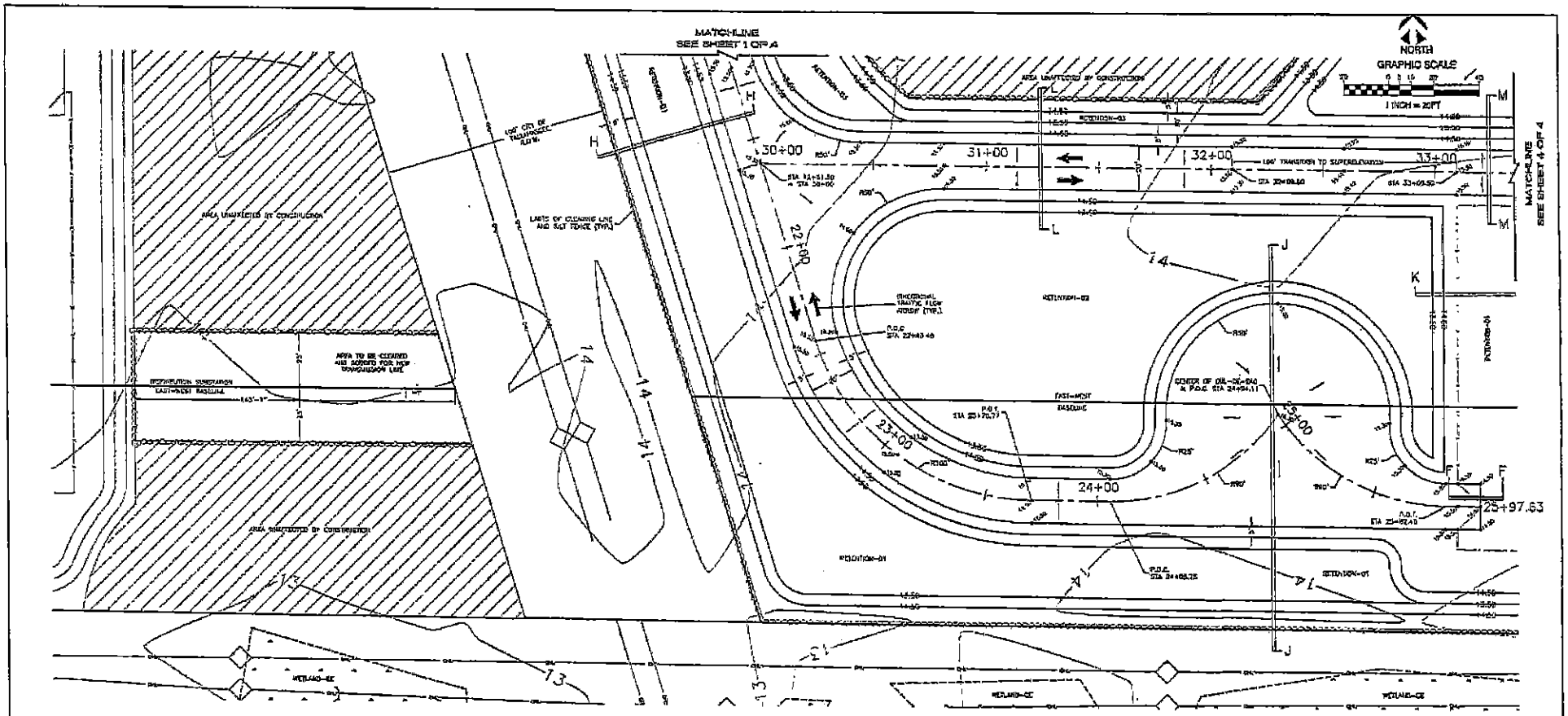
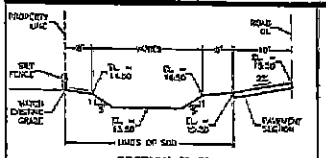
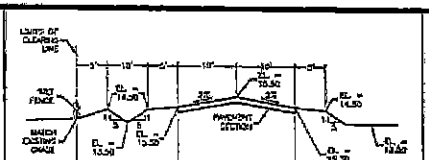
EXHIBIT 1

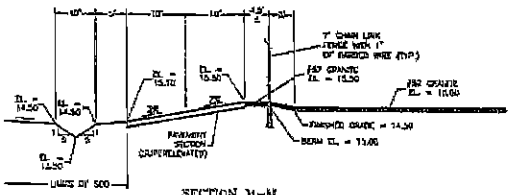




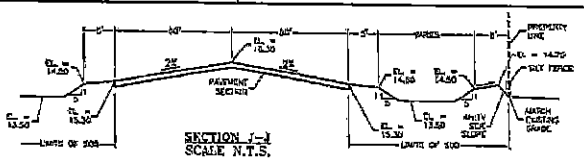
SECTION K–K
SCALE N.T.S.



SECTION L–L
SCALE N.T.S.



SECTION M–M
SCALE N.T.S.



SECTION J–J
SCALE N.T.S.

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PAVING, GRADING & DRAINAGE PLAN

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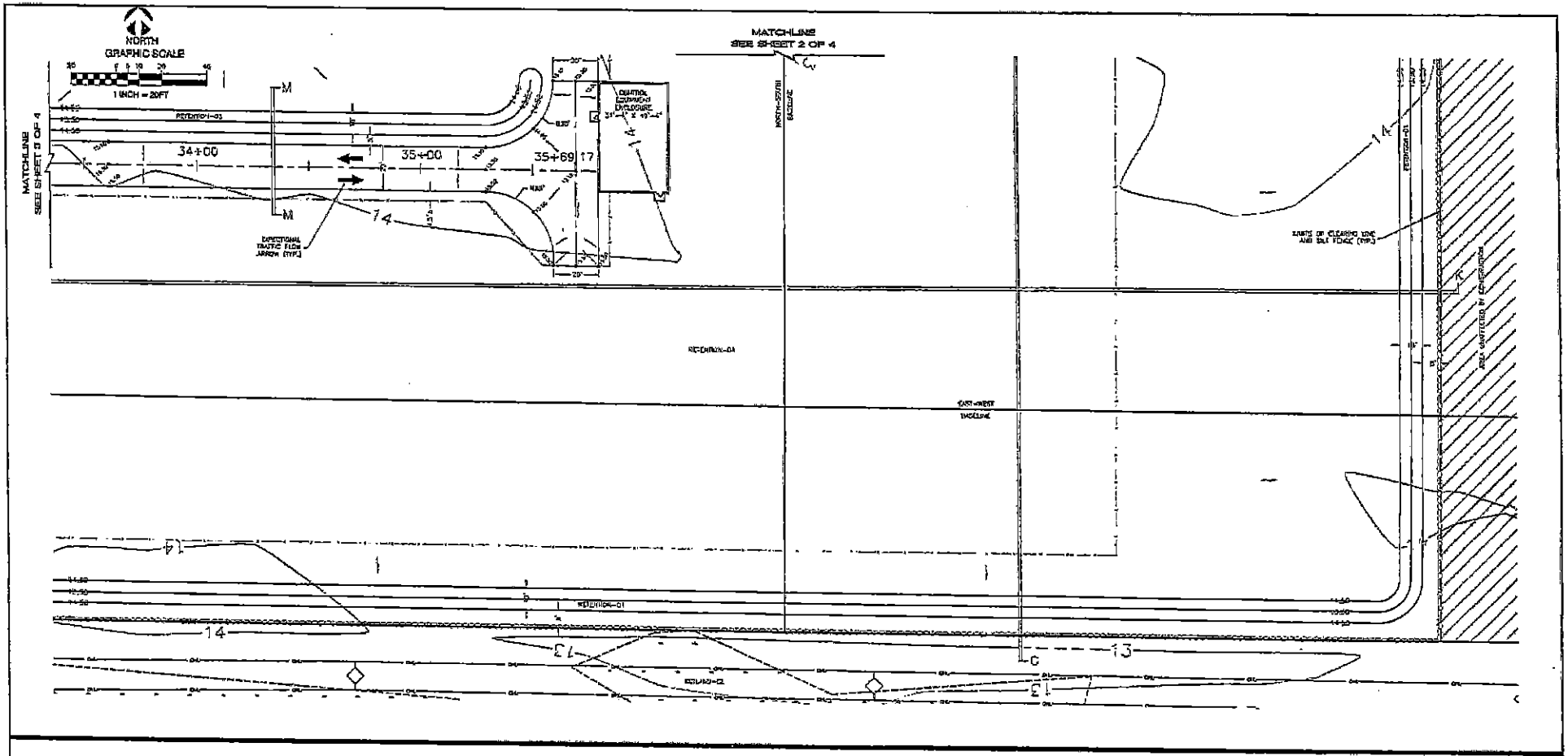
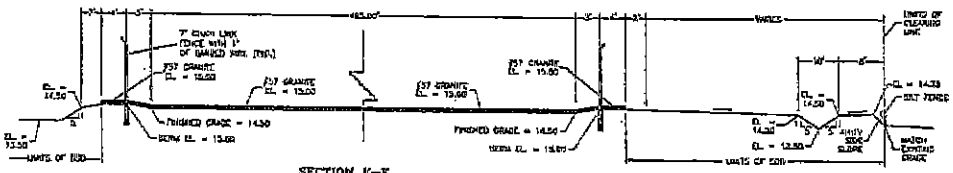
EXHIBIT 1





SECTION K–K
SCALE N.T.S.

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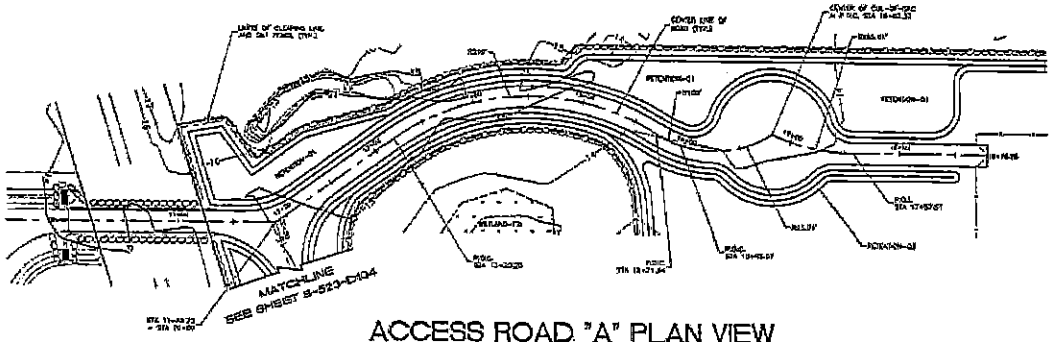
PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION

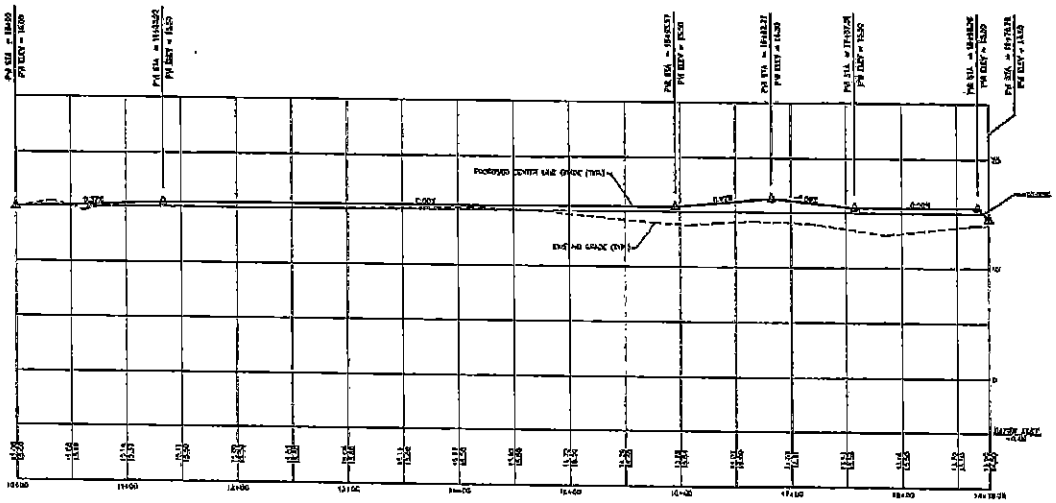
DWG S-523-D100

G#

EXHIBIT 1



ACCESS ROAD "A" PLAN VIEW



ACCESS ROAD "A" PROFILE VIEW

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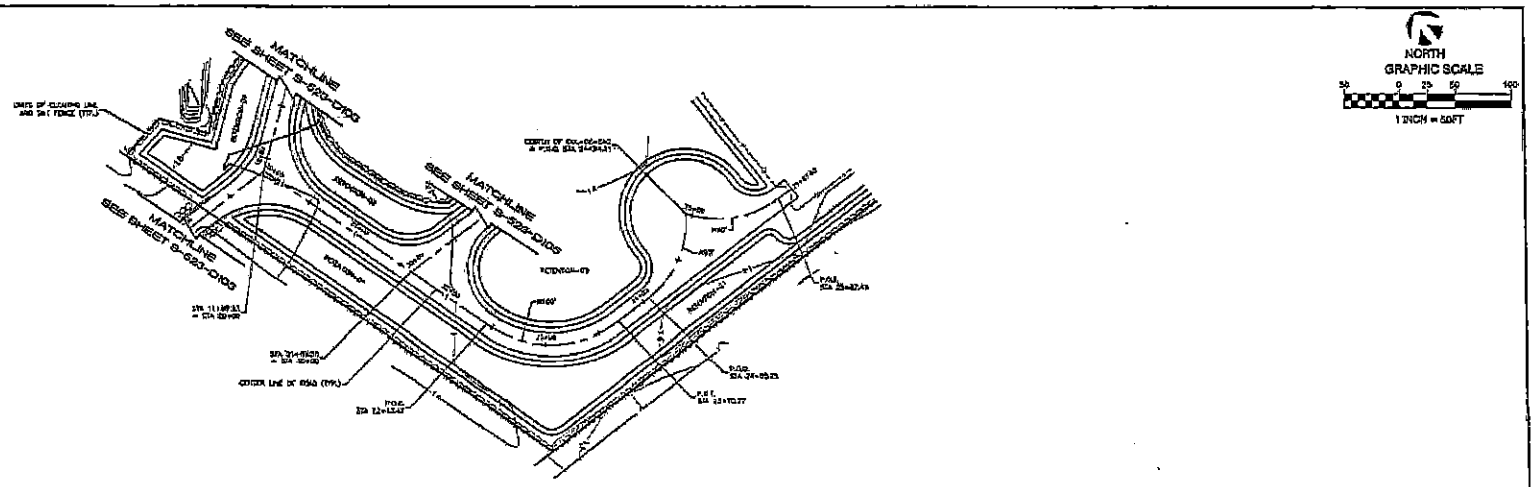
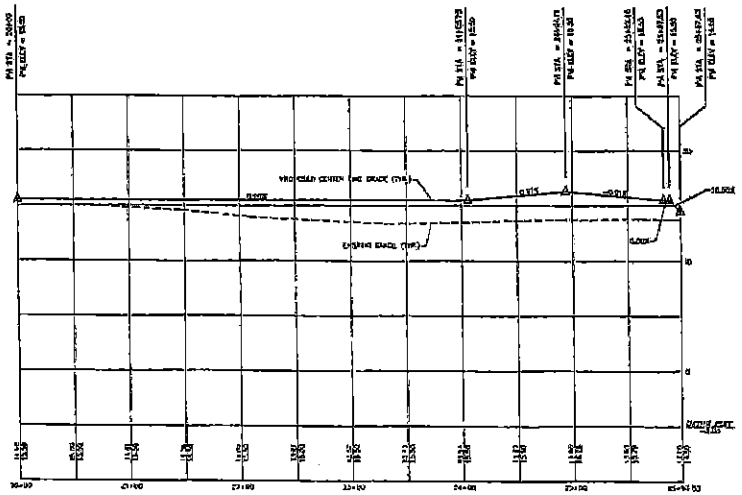


ACCESS ROAD "B" PLAN VIEW

FOR ROADWAY ALIGNMENT 20+00 – 25+97.53



ACCESS ROAD "B" PROFILE VIEW

SCALE
1" = 50' HORIZONTAL
1" = 5' VERTICAL

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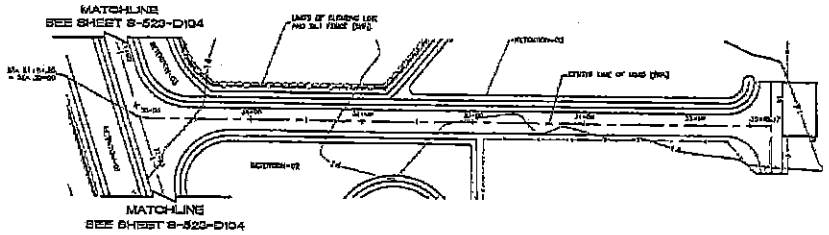
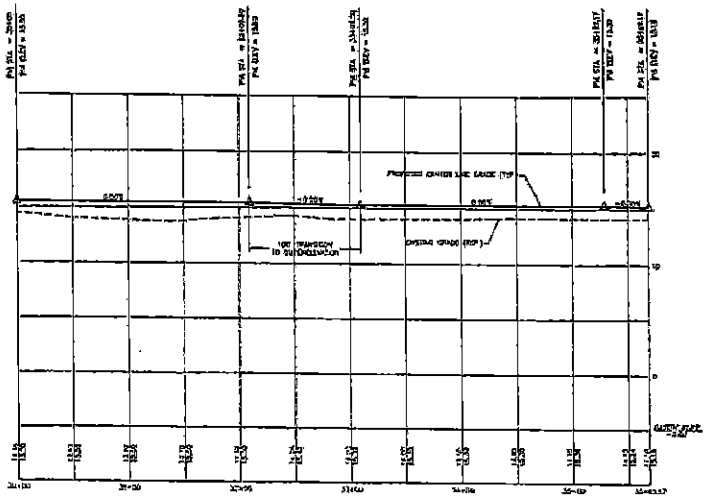
EXHIBIT 1

NORTH
GRAPHIC SCALE
1 INCH = 50FT



ACCESS ROAD "C" PLAN VIEW

FOR ROADWAY ALIGNMENT 30+00 = 35+80.17



ACCESS ROAD "C" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

Progress Energy

	SUBSTATION ENGINEERING
	PLAN AND PROFILE
	ST. MARKS EAST TRANSMISSION SUBSTATION
1	S-523-D105

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EXHIBIT 1

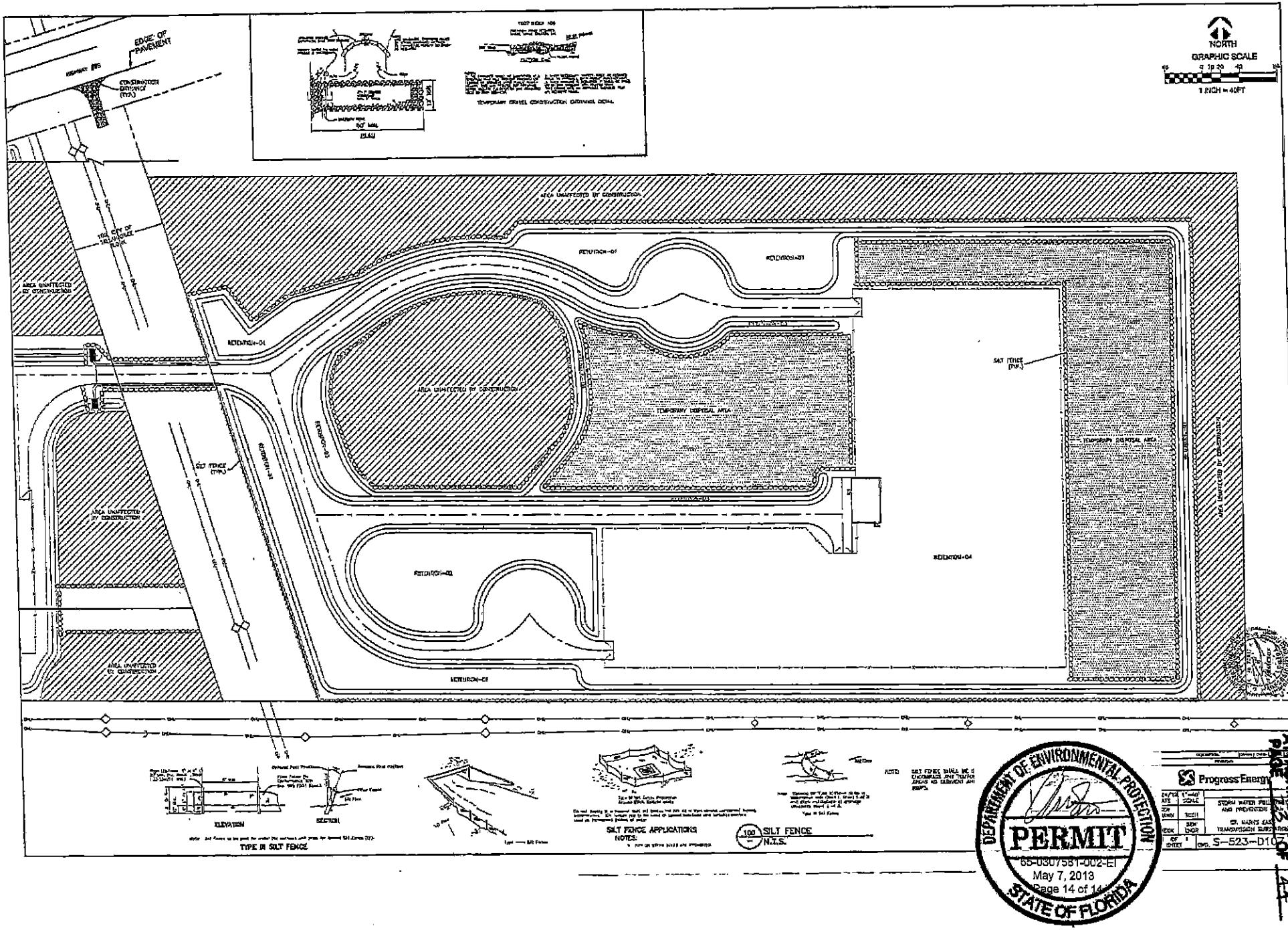

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EXHIBIT 2

St. Marks East Transmission Substation Operation and Maintenance Plan

Progress Energy Florida, Inc. shall provide the following maintenance for the operation of the St. Marks East Transmission Substation surface water management system:

1. All erosion is controlled and soil is stabilized to prevent sediment discharge to waters in the state.

2. The surface water management system is kept free of debris, trash, garbage, oils and greases, and other refuse.

3. Engineered surface water management systems that include oil and grease separators, skimmers, or collection devices are working properly and do not allow the discharge of oils or greases. Oils and greases or other materials removed from such a device during routine maintenance shall be disposed of at a sanitary landfill or by other lawful means.

4. All structures within engineered surface water management systems have not become clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable.

5. Inspections of the permitted system shall be conducted at least once every third year after conversion of a permit to the operation phase and shall be in accordance with subsection 62-346.095(6), F.A.C.

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DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
1002 WEST 23RD STREET, SUITE 350
PANAMA CITY, FLORIDA 32405

April 1, 2013

REPLY TO
ATTENTION OF

Regulatory Division
North Permits Branch
Panama City Permits Section
SAJ-2013-00477(NW-DNA)

Florida Power Corporation d/b/a Progress Energy Florida Inc.
Attn: Mr. William Linton
P.O. Box 14042; PEF 903
St. Petersburg, Florida 33733

Dear Mr. Linton:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on February 14, 2013, the file number SAJ-2013-00477. A review of the information and drawings provided indicates that the proposed work is to impact approximately 0.11 acres of wetlands for the construction of a transmission substation with associated driveways and boundary fencing. The project is located in Section 26, Township 3 South, Range 1 East, Latitude 30.189602, Longitude -84.207100, Wakulla County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 12. In addition, project specific conditions have been enclosed. This verification is valid until **March 18, 2017**. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Please access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Internet page to access Internet links to view the Final Nationwide Permits, Federal Register Vol. 77, dated February 21, 2012, specifically pages 10270 – 10290, the Corrections to the Final Nationwide Permits, Federal Register 77, March 19, 2012, and the List of Regional Conditions. The Internet page address is:

http://www.saj.usace.army.mil/Missions/Regulatory.aspx

Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to click on "Source Book"; and, then click on "Nationwide Permits." These files contain the description of the Nationwide Permit authorization, the Nationwide Permit general conditions, and the regional conditions, which apply specifically to this verification for NWP #12. Enclosed is a list of the six General Conditions, which apply to all Department of the Army authorizations. You must comply with all of the special and general conditions and any project specific condition of this authorization or you may be subject to

enforcement action. In the event you have not completed construction of your project within the specified time limit, a separate application or re-verification may be required.

The following special conditions are included with this verification:

1. **Self Certification**: Within 60 days of completion of the work authorized, the attached *Self-Certification Statement of Compliance* must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Regulatory Division, Special Projects and Enforcement Branch, 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502.

2. **Cultural Resources/Historic Properties**:

a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the

permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

2. **Commencement Notification:** Within 10 days from the date of initiating the authorized work, the Permittee shall provide to the Corps a written notification of the date of commencement of work authorized by this permit.

3. **Wetland Avoidance/Minimization Areas:** The Permittee shall avoid the remaining 0.5 acre(s) of onsite wetlands, (As detailed on Drawing 4 of 13). These natural wetland areas were avoided as part of the permit application review process and therefore will not be disturbed by any dredging, filling, mechanized land clearing, agricultural activities, or other construction work whatsoever. The Corps reserves the right to deny review of any requests for future impacts to these natural wetland areas.

4. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area. Immediately after completion of the final grading of the land surface, all slopes, land surfaces, and filled areas shall be stabilized using sod, degradable mats, barriers, or a combination of similar stabilizing materials to prevent erosion. The erosion control measures shall remain in place and be maintained until all authorized work has been completed and the site has been stabilized.

5. **Mitigation Credit Purchase:** Within 30 days from the date of initiating the authorized work the Permittee shall provide verification to the Corps that 0.10 federal mitigation bank credits have been purchased from the St. Marks River Mitigation Bank (SAJ-2008-02014). The required verification shall reference this project's permit number (SAJ-2013-00477).

6. **Regulatory Agency Changes**: Should any other regulatory agency require changes to the work authorized or obligated by this permit, the Permittee is advised that a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Panama City Regulatory Office.

7. **Other Federal, State or Local Permits**: This letter of authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this Nationwide permit must qualify for an exemption under section 403.813(1), Florida Statutes or 373.406, Florida Statutes, or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, Florida Statutes, by the Department of Environmental Protection, a water management district under section 373.069, Florida Statutes, or a local government with delegated authority under section 373.441, Florida Statutes, and receive Water Quality Certification and applicable Coastal Zone Consistency Concurrence or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, Florida Statutes, and, as applicable, Chapter

258, Florida Statutes. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced NWP, please contact me by telephone at 850-763-0717, extension 26.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to visit http://per2.nwp.usace.army.mil/survey.html and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Again, please be aware this Internet address is case sensitive and should be entered as it appears above.

Sincerely,

Derek Adkins
Project Manager

Enclosures
Copy Furnished:
Flatwoods Consulting Group: Lee Walton

GENERAL CONDITIONS
33 CFR PART 320-330
PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on **March 18, 2017**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

PERMIT NUMBER: SAJ-2013-00477(NW-DNA)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019.

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2013-00477(NW-DNA)

Permittee's Name & Address (please print or type): _____

_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

_____

_____

_____

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

_____

_____

Describe any Deviations from the Permit (attach drawing(s) depicting the deviations):

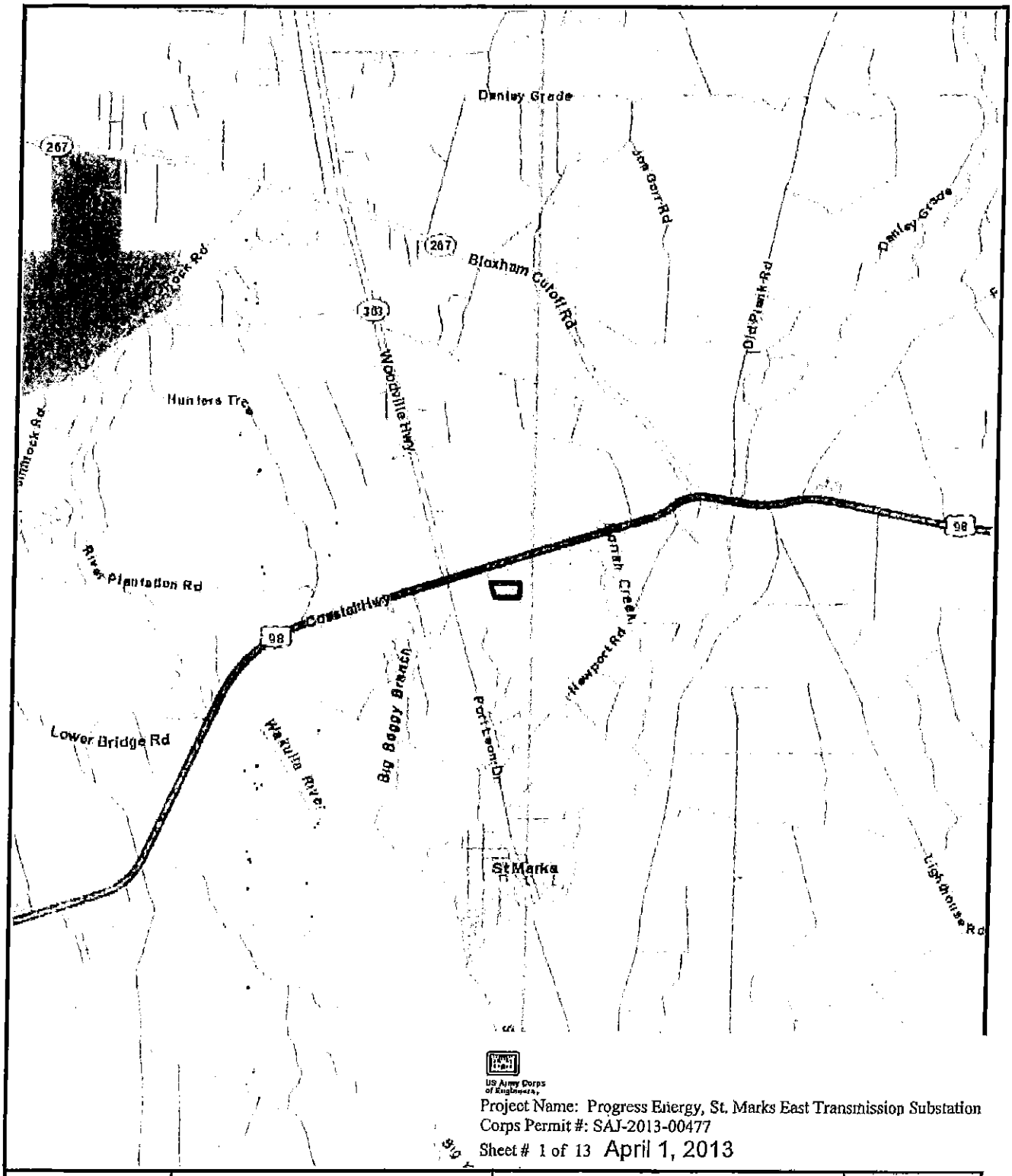
_____

_____

I certify that all work, and mitigation (if applicable), was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Date

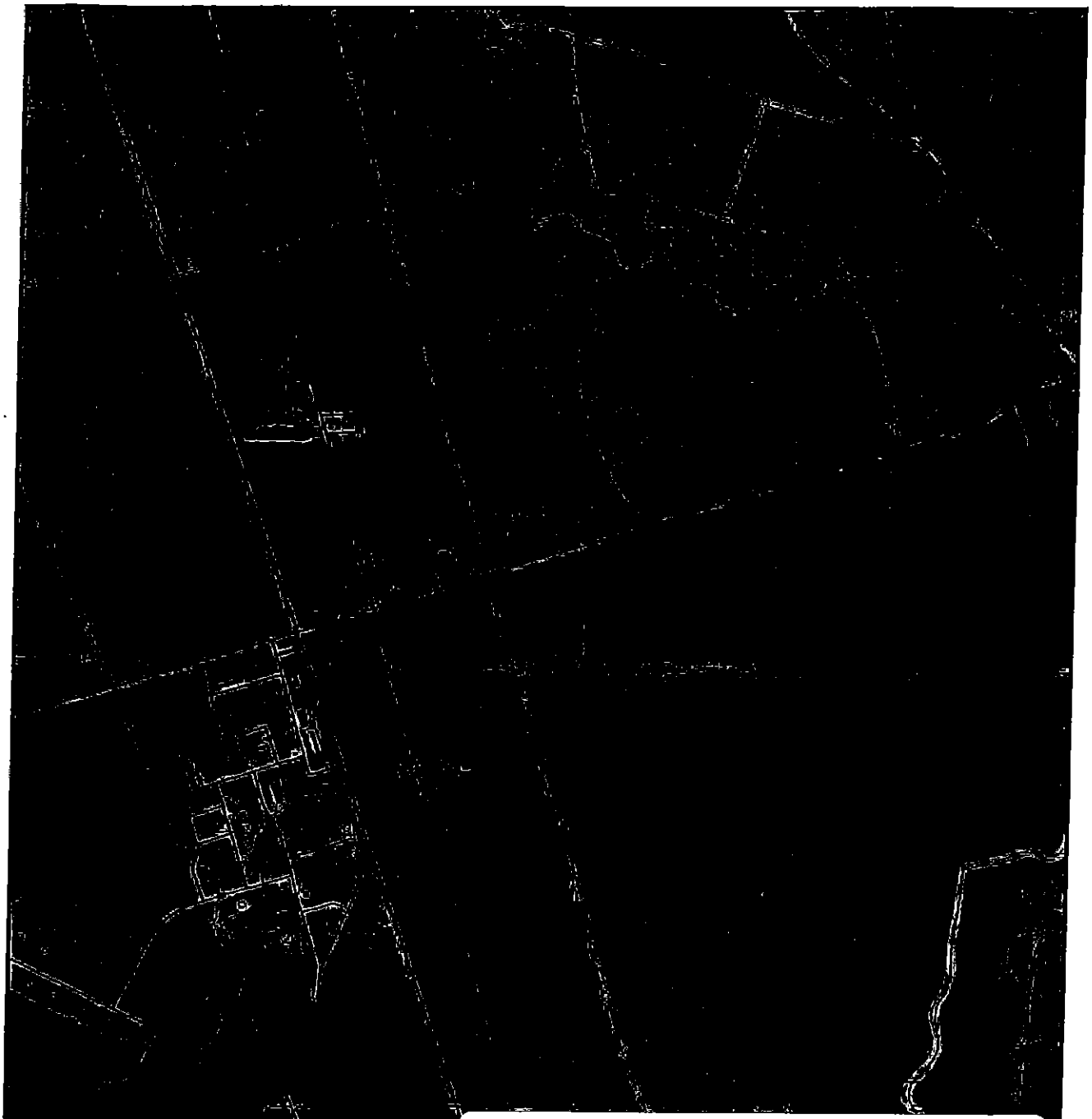


US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 1 of 13 April 1, 2013

Miles 0 1 1 in = 1 miles FLATWOODS Consulting Group	ST. MARKS EAST TRANSMISSION SUBSTATION PROGRESS ENERGY FLORIDA WAKULLA COUNTY, FLORIDA	Project Boundary Source: ESRI World Streetmap	N W E S LOCATION MAP

P:\0001PEF\005-St. Marks Substation\GIS\LOCATION



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 2 of 13 April 1, 2013

SECTION	TOWNSHIP	RANGE
26	3S	1E

Feet
0 2,000
1 in = 2,000 feet

FLATWOODS Consulting Group

ST. MARKS EAST
TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

WAKULLA COUNTY, FLORIDA

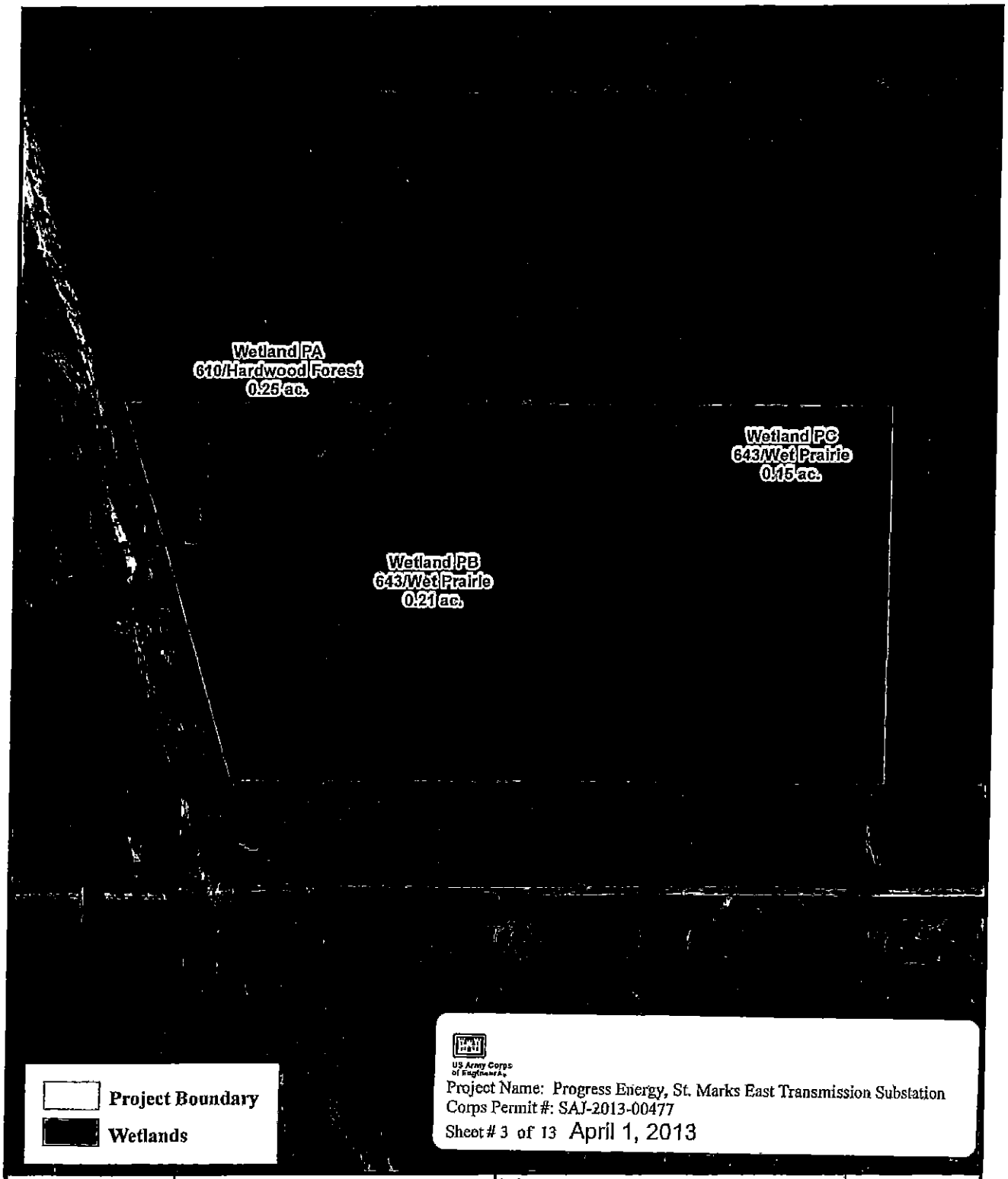
Project Boundary

Source: USGS Topo Quad

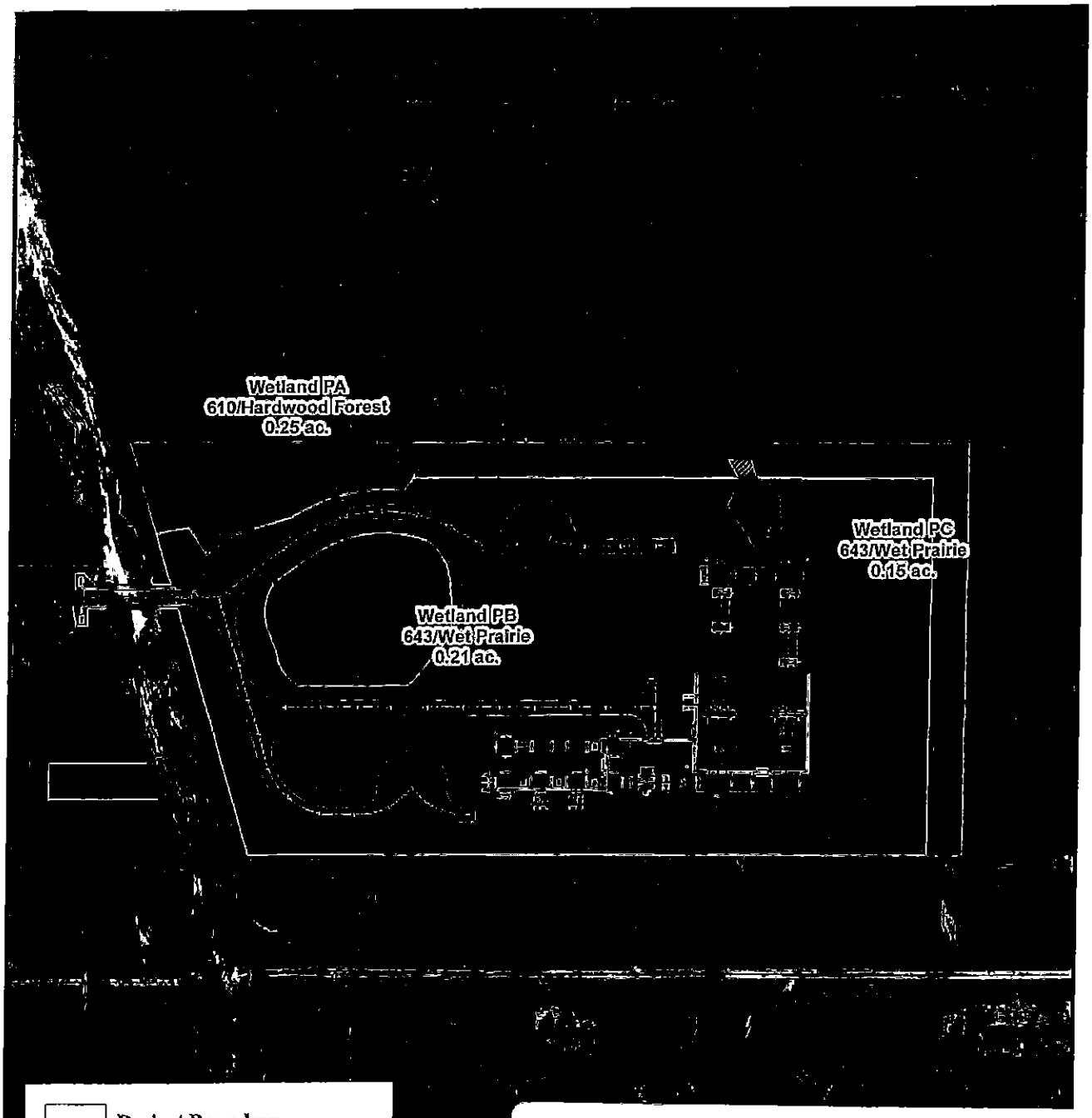
N
W E
S

QUAD MAP

P:\0001PEF005-St. Marks Substation\GIS\QUAD



P:\0001PEF\005-St. Marks Substation\GIS\SOILS



Project Boundary
Wetlands
Impact - 0.11 ac.
Secondary Impact - 0.02 ac.

US Army Corps of Engineers

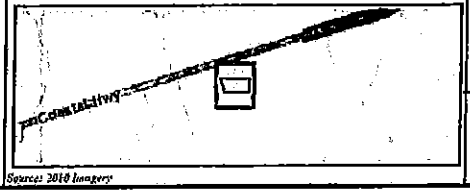
Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 4 of 13 April 1, 2013

Feet
0 200
1 In = 200 feet

FLATWOODS Consulting Group

ST. MARKS EAST
TRANSMISSION SUBSTATION
PROGRESS ENERGY FLORIDA

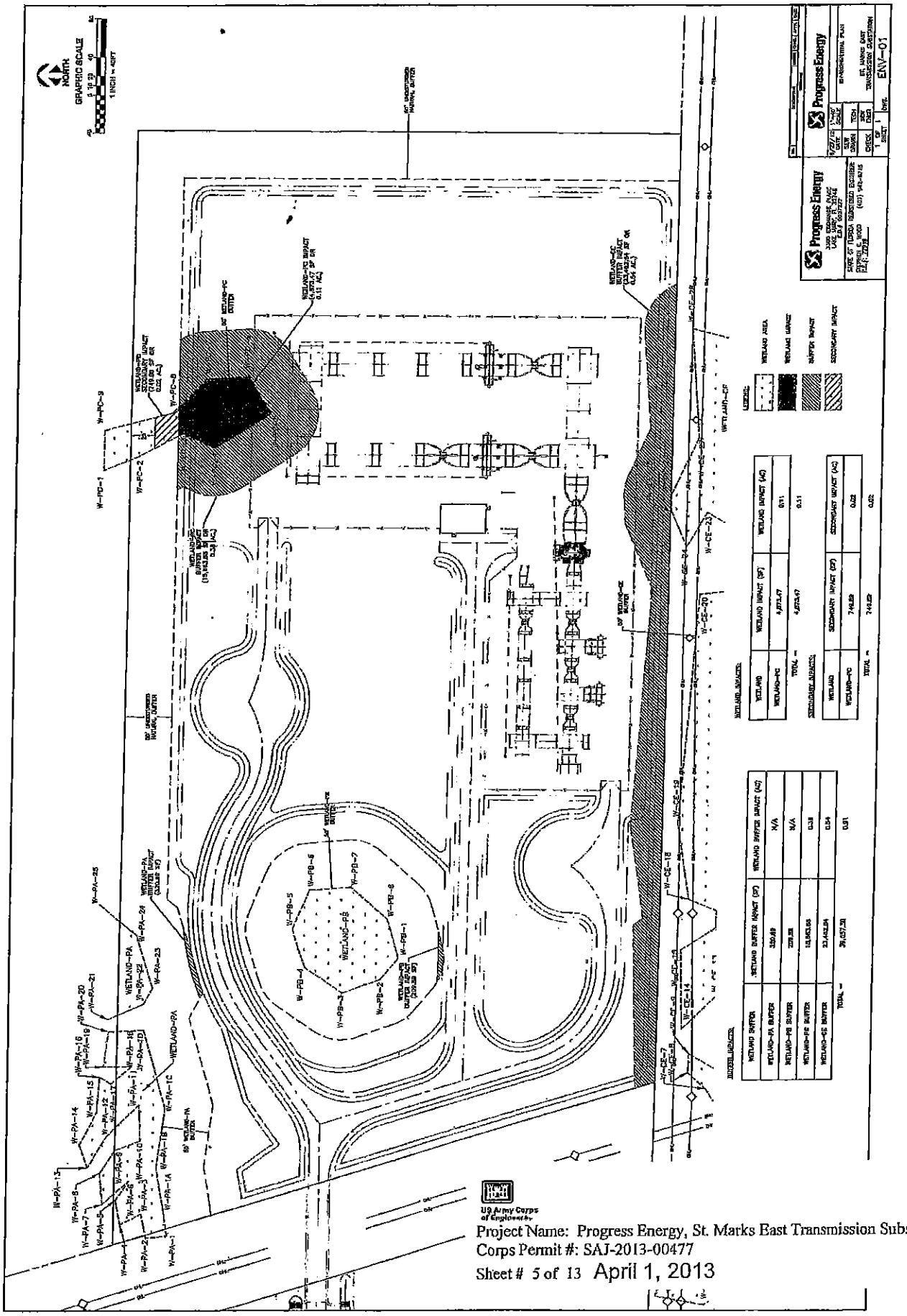
WAKULLA COUNTY, FLORIDA



N
W E
S

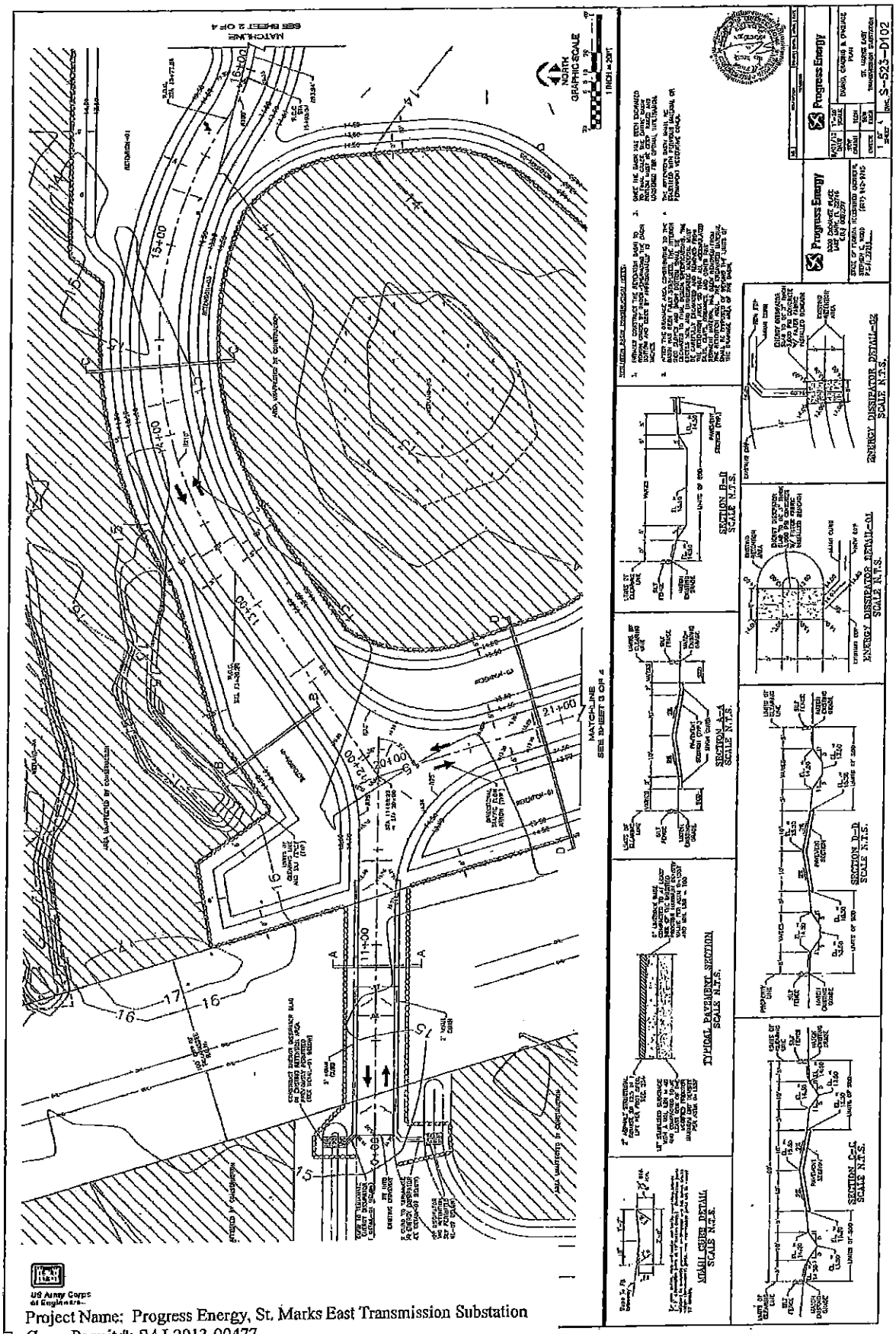
SITE PLAN MAP

P:\000 PEF\005-St. Marks Substation\GIS\SOIL S



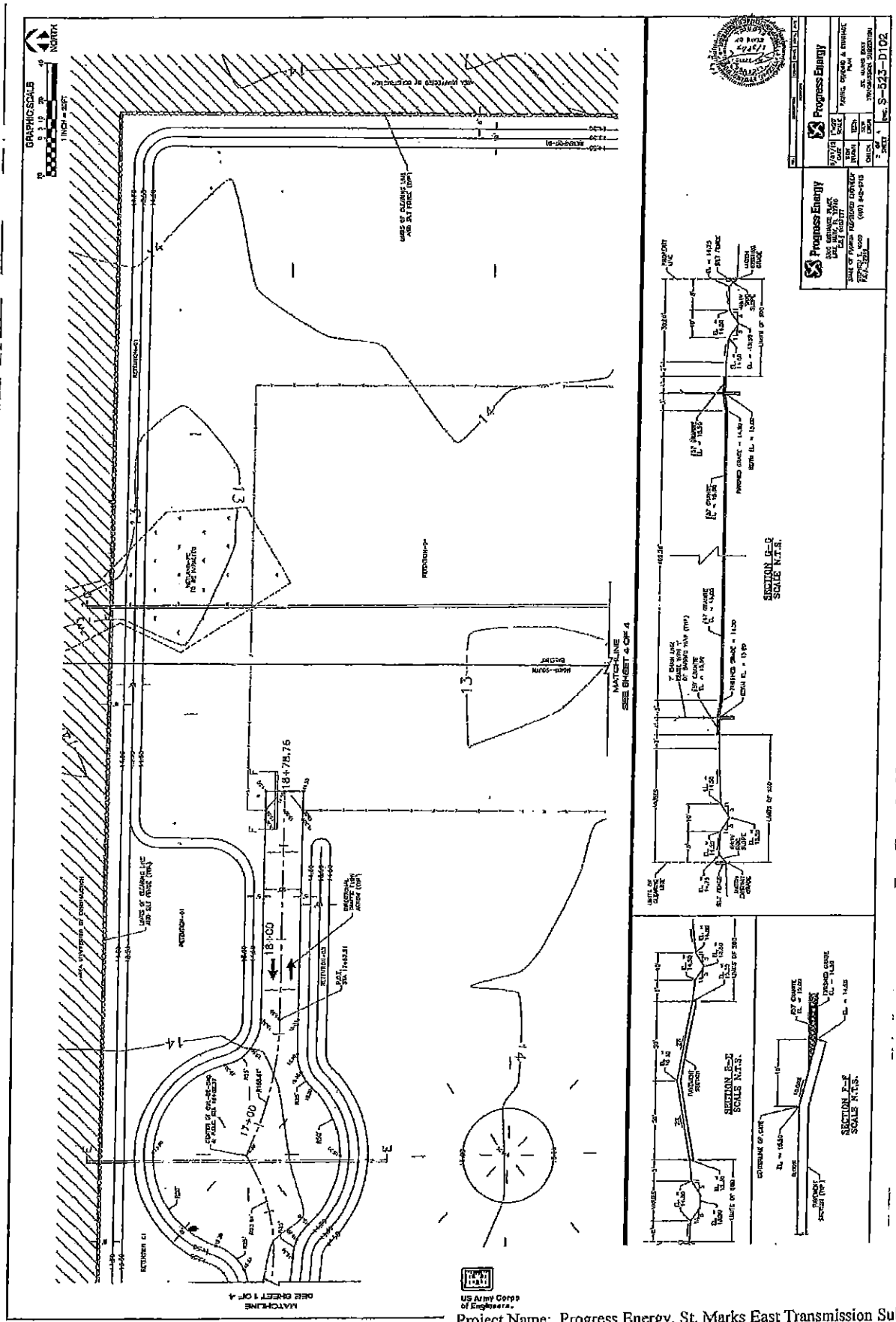
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 5 of 13 April 1, 2013



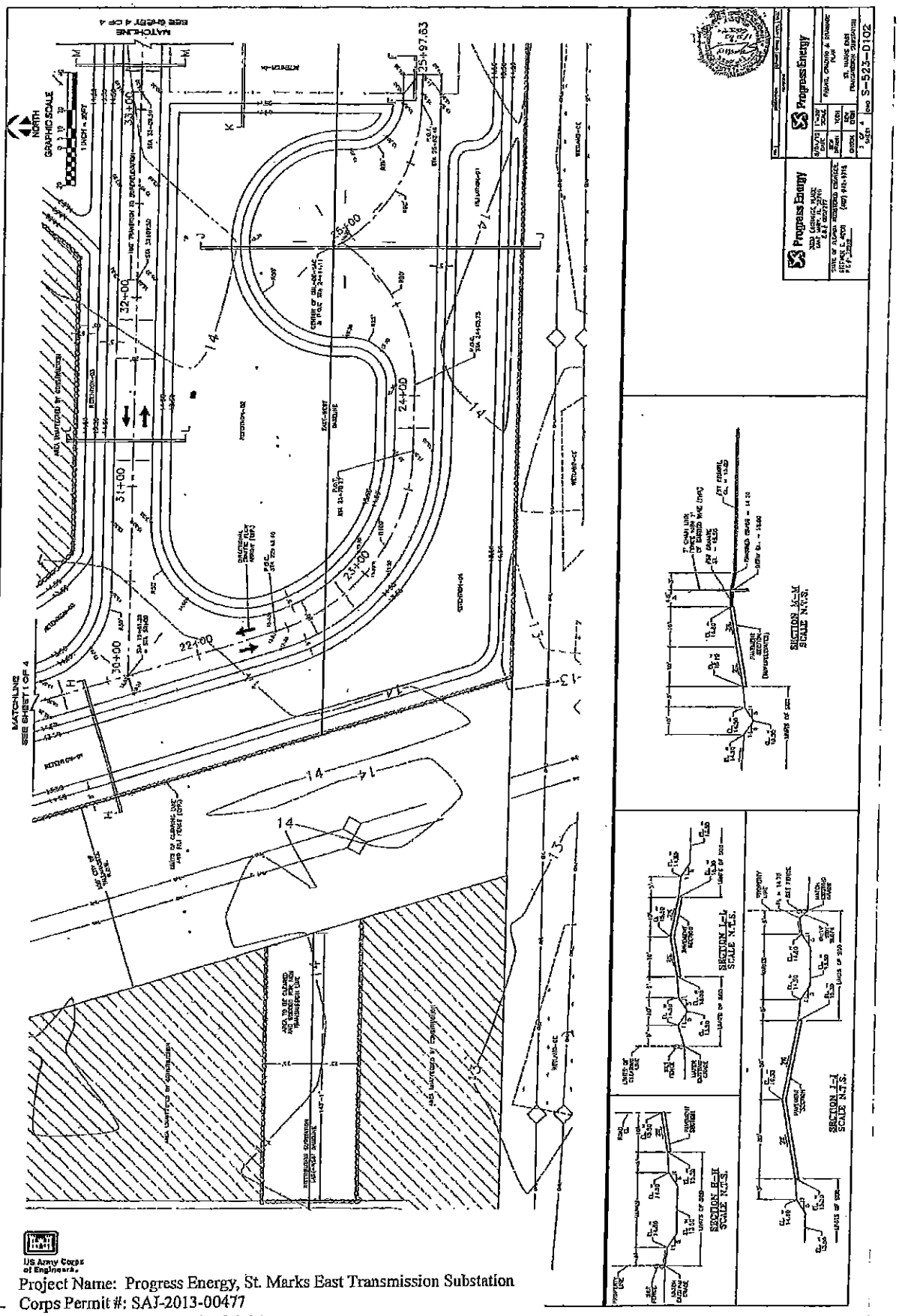
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 6 of 13 April 1, 2013



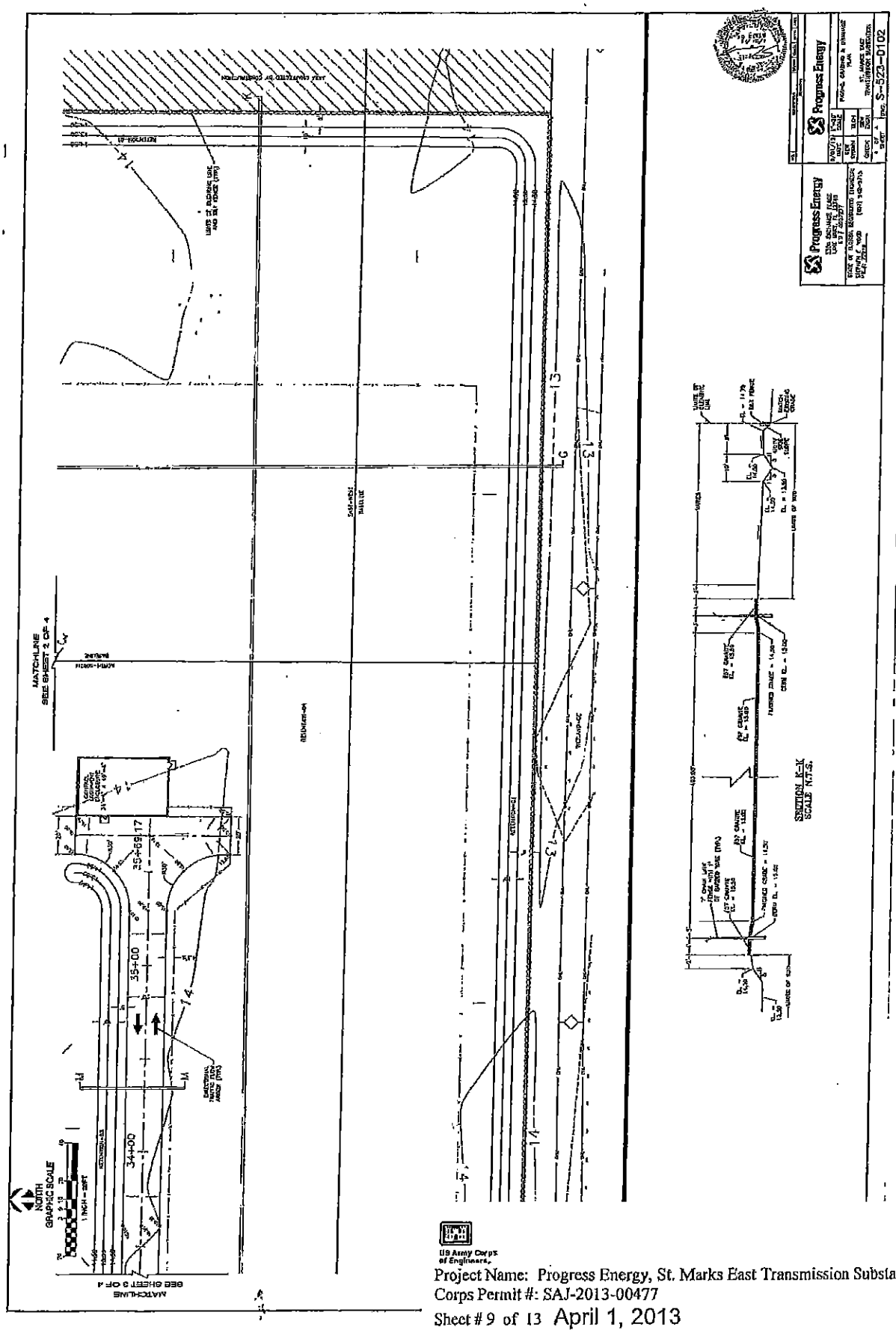
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 7 of 13 April 1, 2013



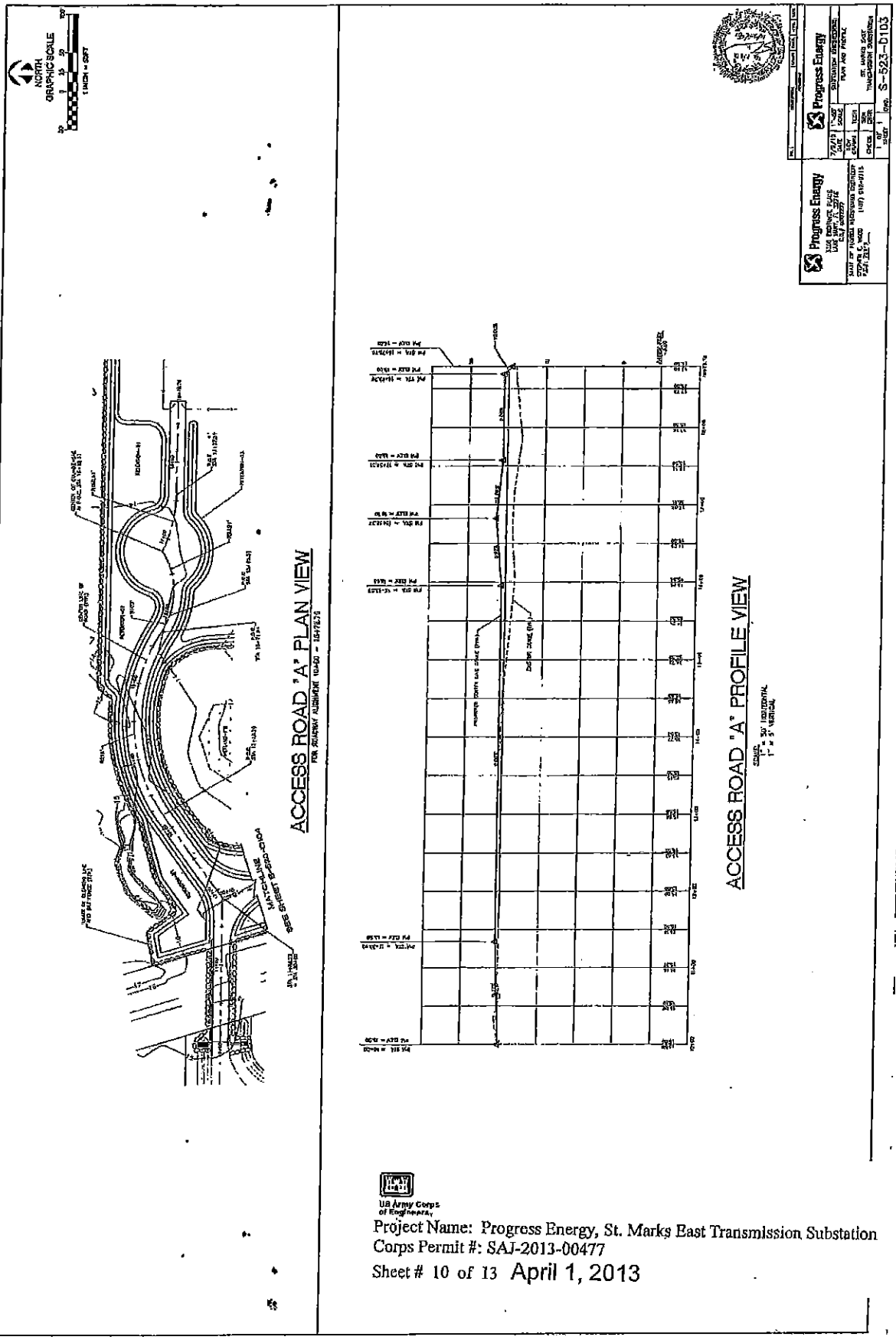
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 8 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 9 of 13 April 1, 2013

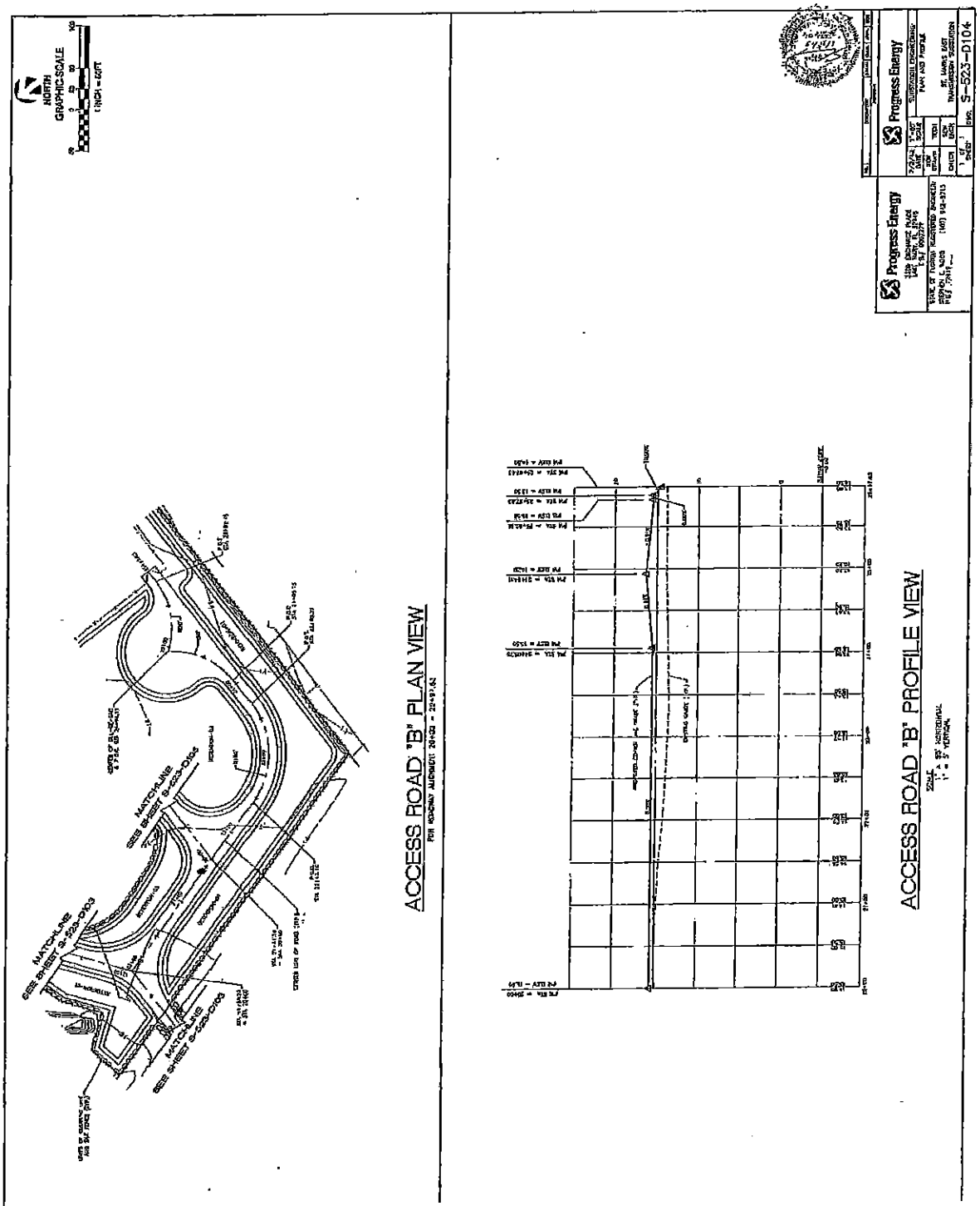


US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 10 of 13 April 1, 2013

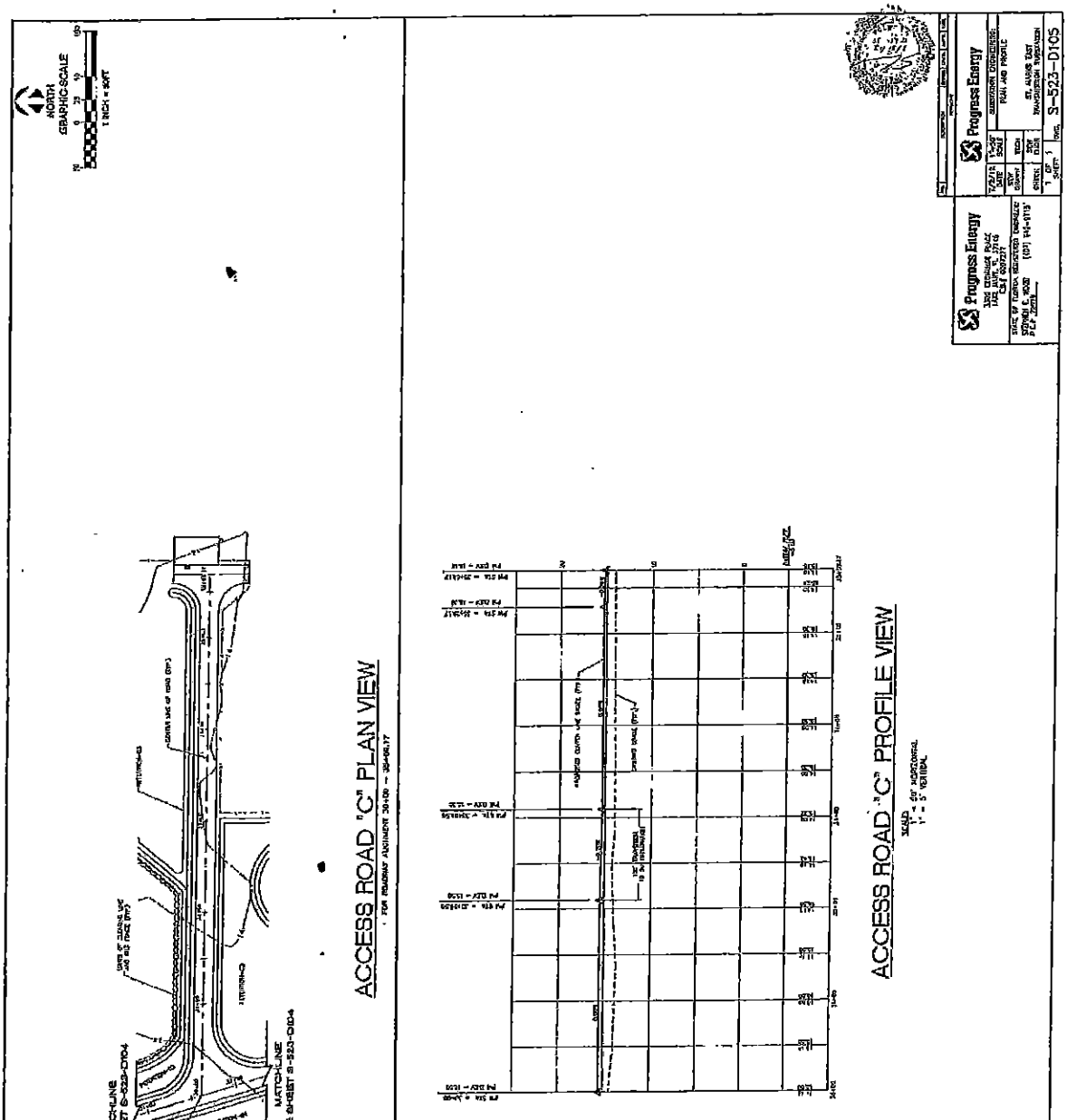
#5

ATTACHMENT
PAGE 42 OF 44



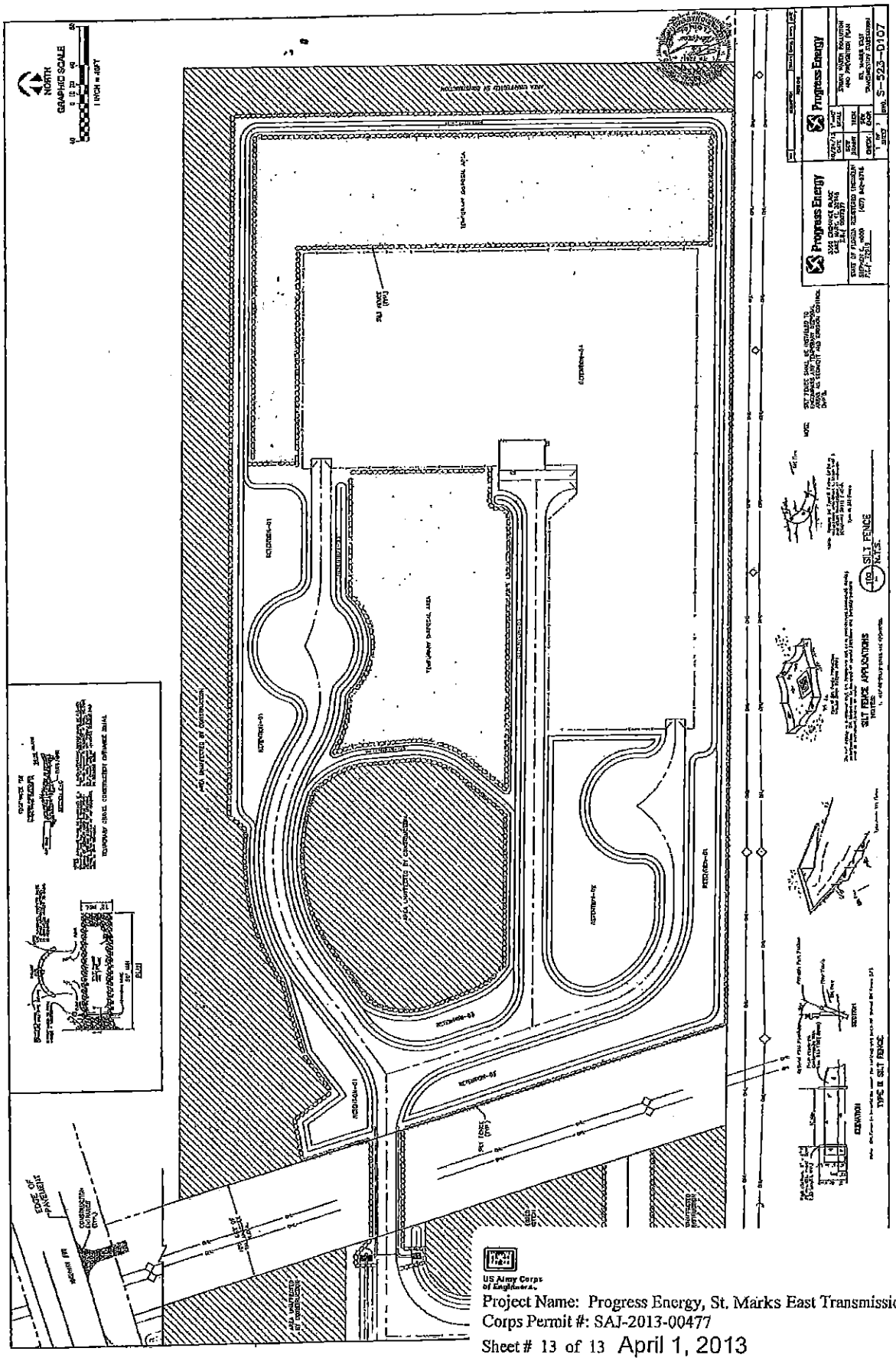
US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 11 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 12 of 13 April 1, 2013



US Army Corps of Engineers

Project Name: Progress Energy, St. Marks East Transmission Substation
Corps Permit #: SAJ-2013-00477
Sheet # 13 of 13 April 1, 2013

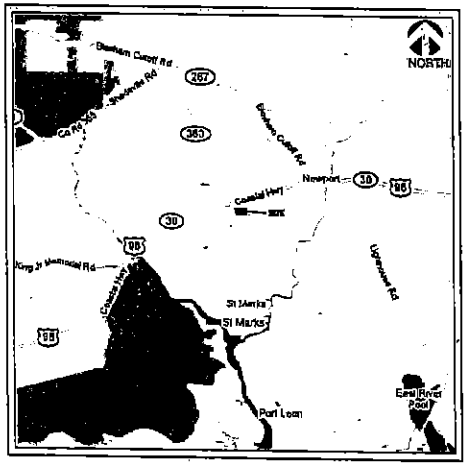
ATTACHMENT #1
PAGE 1 OF 15

Progress Energy

ST. MARKS EAST TRANSMISSION SUBSTATION

DRAWING#	DESCRIPTION
S-523-T1	TITLE SHEET
55183003C	BOUNDARY AND TOPOGRAPHIC SURVEY
55183004	TREE SURVEY
S-523-D3	GENERAL LAYOUT
S-523-D100	SOIL BORING LAYOUT
S-523-D101	CLEAR, GRADE & FILL LAYOUT
S-523-D102	PAVING, GRADING AND DRAINAGE LAYOUT (SHEETS 1 - 4)
S-523-D103	PLAN AND PROFILE
S-523-D104	PLAN AND PROFILE
S-523-D105	PLAN AND PROFILE
S-523-D106	ENVIRONMENTAL PLAN
S-523-D107	STORMWATER POLLUTION AND PREVENTION PLAN
L1 - L3	LANDSCAPE AND IRRIGATION PLANS

VICINITY MAP



SCALE: 1" = 6000'

NOTE:
PROGRESS ENERGY FLORIDA, INC. WILL BE RESPONSIBLE FOR MONITORING, SUBMITTING NOTICE OF CONSTRUCTION COMMENCEMENT, AND SUBMITTING AS-BUILT CERTIFICATION FOR THIS PROJECT WHEN COMPLETED.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72919
PROGRESS ENERGY FLORIDA, INC.
3300 EXCHANGE PLACE
LAKE MARY, FL
MAC: NP3A

PROJECT SUMMARY

APPLICANT : PROGRESS ENERGY
3300 EXCHANGE PLACE
LAKE MARY, FLORIDA 32746
OFFICE: (407)-942-9447
FAX: (407)-942-9348

CONTACT PERSON: THOMAS KILGORE

PROJECT DESCRIPTION:
PROPOSED ELECTRIC UTILITY SUBSTATION

PLUMBING REQUIREMENTS:
NO PROPOSED PLUMBING IMPROVEMENTS.

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

UTILITIES:
ELECTRIC: PROGRESS ENERGY
WATER: NONE ONSITE
SEWER: NONE ONSITE

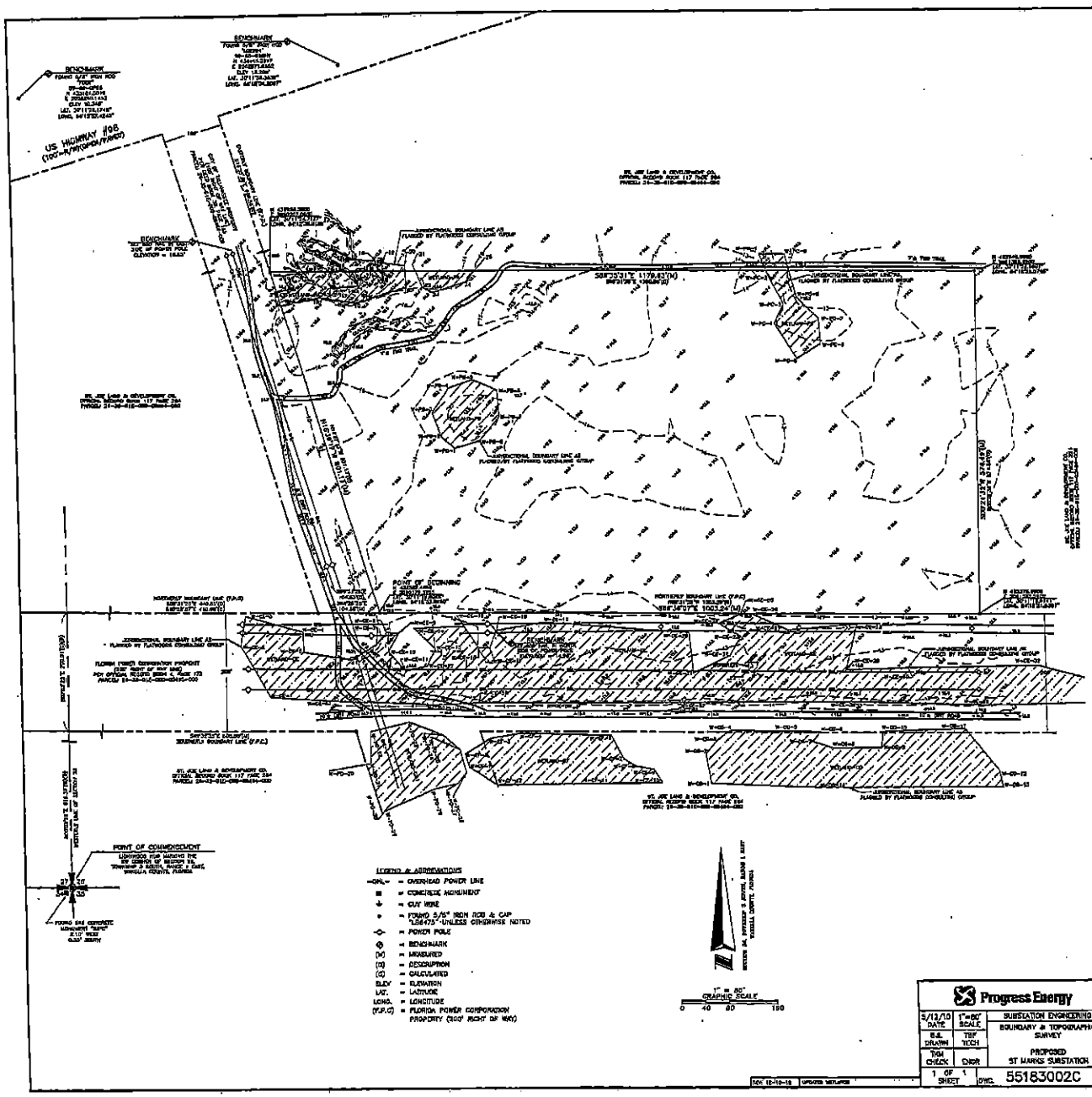
PROPERTY OWNER: PROGRESS ENERGY

PROGRESS ENERGY
ST MARKS EAST
TRANSMISSION SUBSTATION
TITLE SHEET

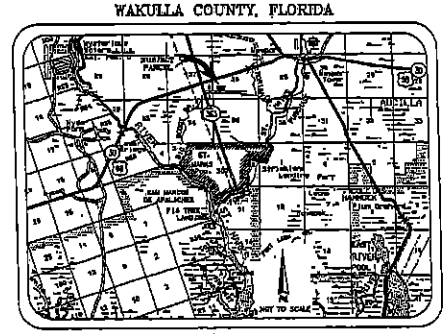
N.T.S. SCALE	8/15/12 DATE	S-523-T1 DRAWING NO.

#1

ATTACHMENT
PAGE 2 OF 18



WAKULLA COUNTY, FLORIDA



VICINITY MAP

SURVEYOR'S REPORT:

1. Utility locations if shown hereon are based on field location of markings by Utility Company representatives, surface features and construction plans furnished to the surveyor. Additional sub-surface utilities may exist that have not been field located.
2. Easements or rights of way that appear on recorded plans or that have been furnished to the surveyor or by others have been incorporated into this drawing with appropriate notation. Other easements may be discovered by a search of the Public Records.
3. Measurement methods used for this survey meet MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING CH. 5J-17.050-.052 requirements.
4. Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.
5. Features shown by symbol as indicated in the legend are not to scale.
6. The bearings shown hereon are Grid and are based on Florida Department of Transportation Stations "59-98-BBBHV" and "59-98-GPS6". The relative bearing for this project is the monumented West line of Section 28, Township 3 South, Range 1 East, Wakulla County, Florida, being N00°02'28"E.
7. Vertical information shown hereon refers to Florida Department of Transportation Control Station "59-98-GPS6", Elevation = 10.345', NAVD88.
8. The electronic image of this map contains horizontal positions for all features shown relative to STATE PLANE COORDINATES.
9. This Survey was performed without benefit of an abstract, title search, title opinion or title commitment. A title search may reveal additional information affecting the Parcel as shown.
10. Unless shown, only those visible features in the immediate vicinity of the above described parcel boundary have been located.
11. Dimensions are shown in feet and decimals thereof.
12. The above described parcel contains 14.40 acres, more or less.
13. Information shown on adjacent properties was compiled using latest available data. No attempt was made by this firm to verify its accuracy.
14. Right of ways shown hereon for the Florida Power Corporation & City of Tallahassee was provided on a Survey prepared by Edwin G. Brown & Associates, dated 4/12/10, received from Tom Kilgore of Progress Energy Florida via email, dated April 22, 2010.

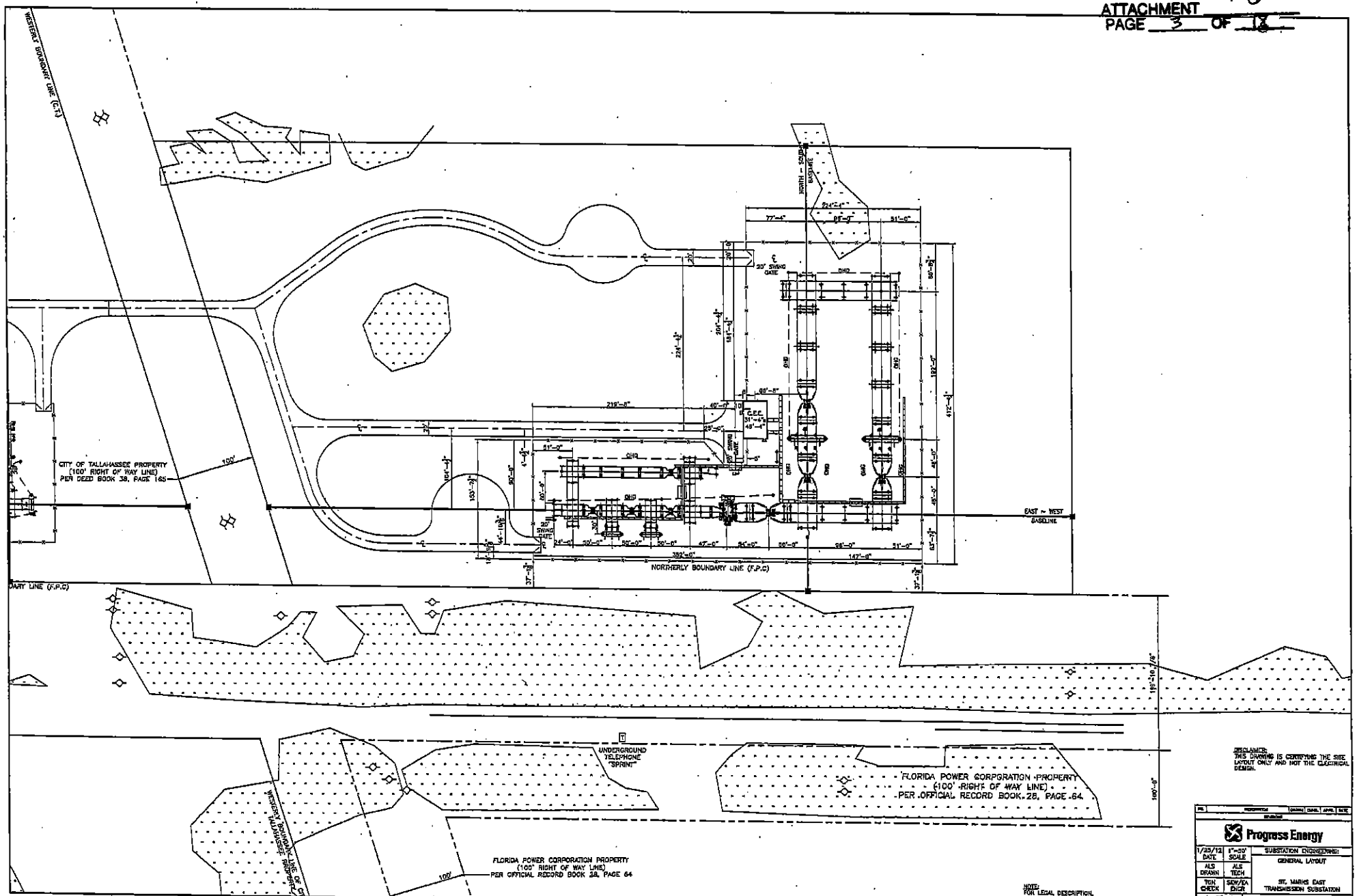
NOTICE OF LIABILITY:

This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without the expressed written consent of the Surveyor.

Progress Energy		Boundary & Topographic Survey	
5/12/10 DATE	1"=80' SCALE	SUBSTATION ENGINEERING	
B.S. DRAWN	TBF TECH	BOUNDARY & TOPOGRAPHIC SURVEY	
TKM CHECK	ENGR	PROPOSED ST MARKS SUBSTATION	
1 OF 1 SHEET	DWG.	55183002C	

Survey Date 9-14-10	Drawing Number 65183	Scale 1"=80'
Certify to: Substation Engineering		Drawn By: B.L.
Progress Energy Florida		

ATTACHMENT #6
PAGE 3 OF 18



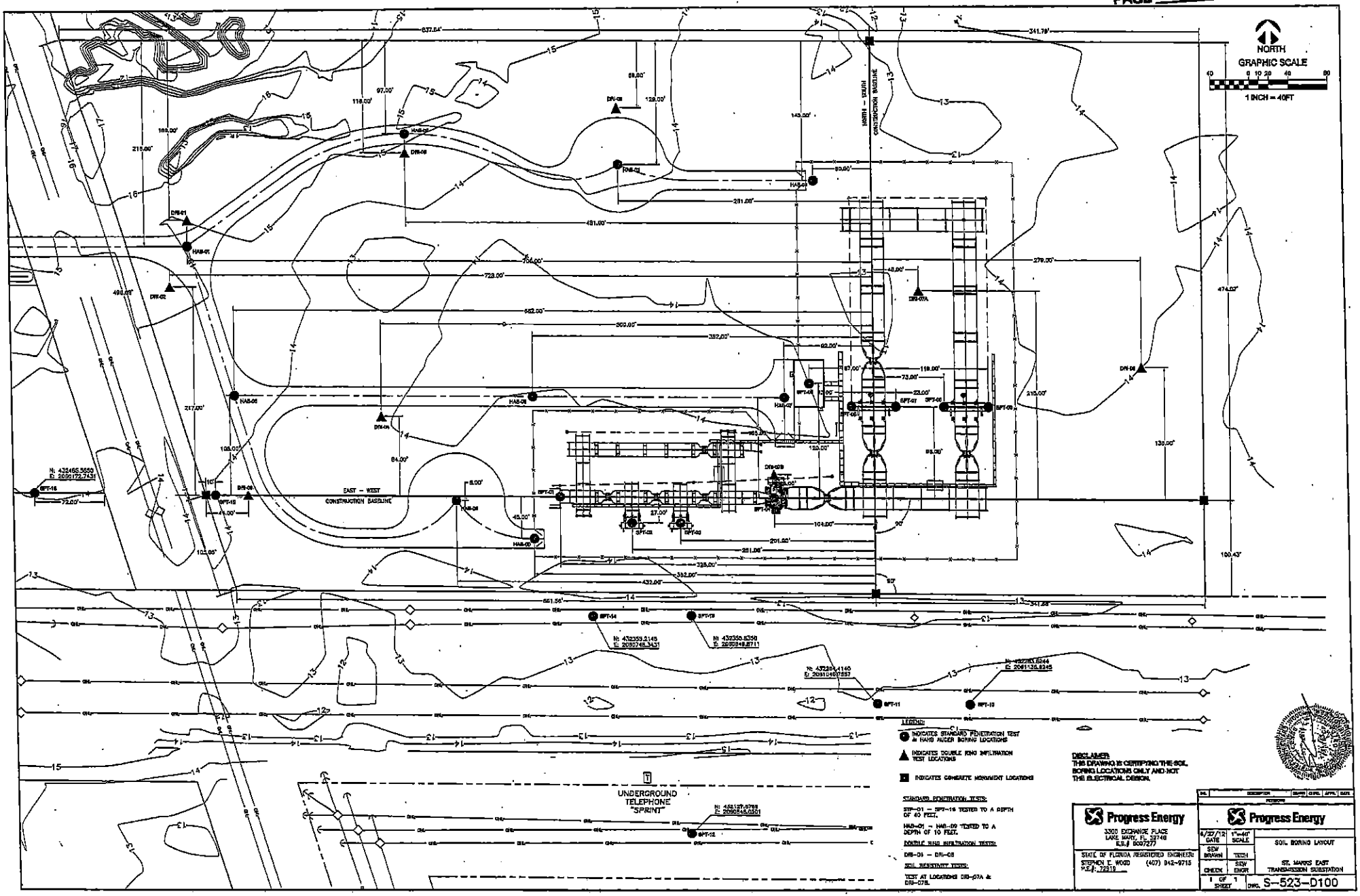
NOTE:
FOR LEGAL DESCRIPTION,
SEE DWG# S-523-D02.

DISCLAIMER:
THIS DRAWING IS DEPICTING THE SITE LAYOUT ONLY AND NOT THE ELECTRICAL DESIGN.

NO.	REVISION	DRAWN	CHKD.	APVD.	DATE

Progress Energy

1/23/13 DATE	1"=20' SCALE	SUBSTATION ENGINEERING: GENERAL LAYOUT
ALS DRAWN	ALS TECH	
TDN CHECK	SDW/EA ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D3



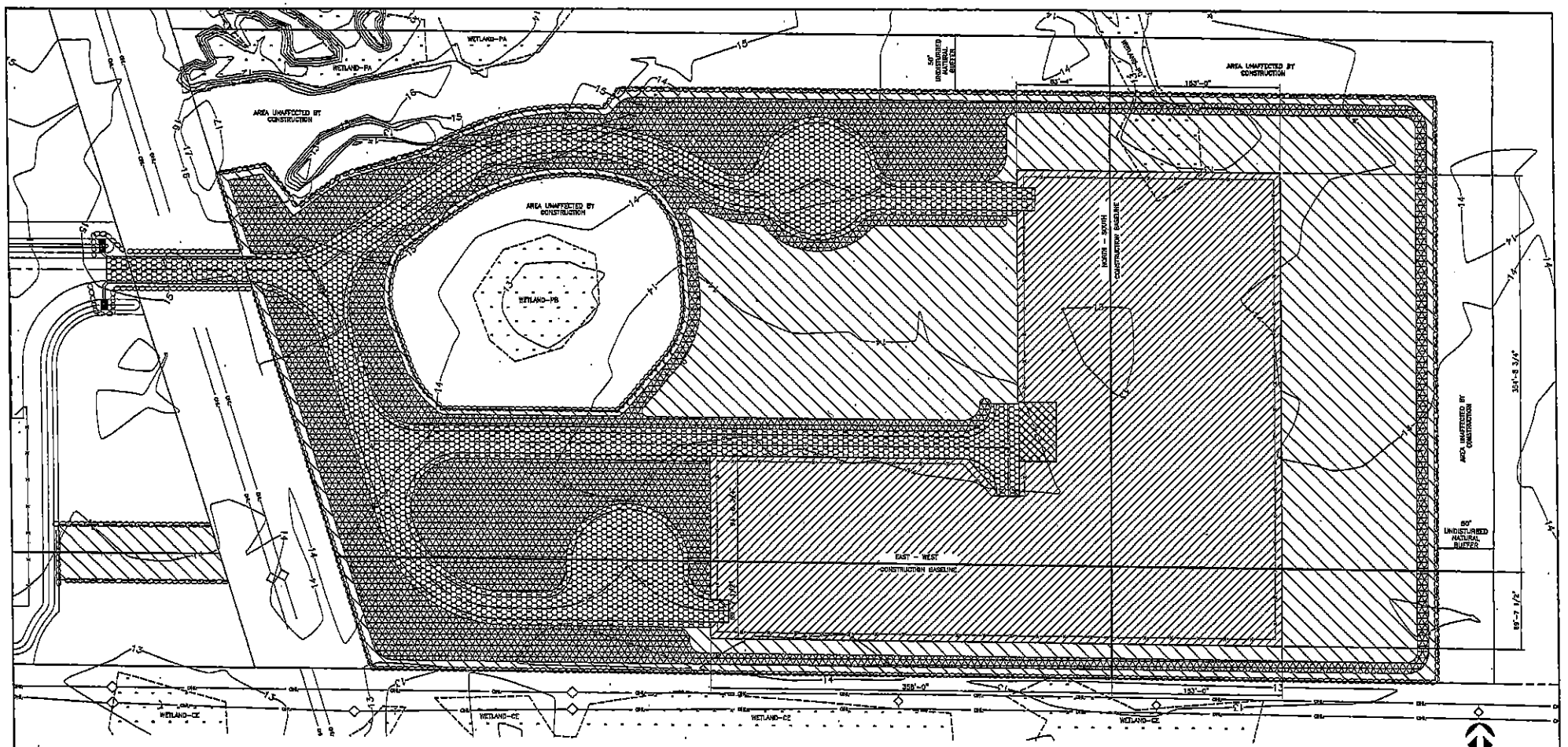
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 6007277

STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN E. WOOD (407) 942-9715
LIC.# 72519

Progress Energy

6/27/12 DATE	1"=40' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
1 OF 1 SHEET	DWG. S-523-D100

SOIL BORING LAYOUT
ST. MARKS EAST TRANSMISSION SUBSTATION



CLEAR, GRADE AND FILL NOTES:

1. CLEAR, GRADE AND FILL IS SUPERIMPOSED ON A PORTION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY, DWG.# S21630GSC PREPARED BY SOUTHEASTERN SURVEYING, PROFESSIONAL LAND SURVEYOR.
2. FILL DIRT SHALL BE FREE DRAINING, CLEAN SAND AND SHALL BE FREE OF SILT AND CLAY (GROUP A-1-b OR A-3 AS DEFINED IN AASHTO SPECIFICATIONS M-145).
3. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES ARE TO BE INSTALLED PRIOR TO CLEARING AND EARTHWORK COMMENCEMENT, AND SHALL BE OBSERVED AND MAINTAINED DURING CONSTRUCTION.
4. SLOPE SIDES AT 3:1 UNLESS NOTED. SOD SHOULDERS AND SIDE SLOPES TO THE CLEARING LIMIT. SOD SHALL BE INSTALLED PER P.E.F.'s LANDSCAPE SPECIFICATIONS.
5. EXISTING TURF ON THIS SITE SHALL REMAIN UNDISTURBED. ANY DAMAGE BY CONTRACTOR SHALL BE REPAIRED TO ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
6. IF DURING CONSTRUCTION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PROHISTORIC STONE TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND WAKULLA COUNTY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.
8. IF DURING CONSTRUCTION SOMETHING IS UNCOVERED PARTICULARLY OF AN ARCHEOLOGICAL NATURE, ALL WORK SHALL STOP AND THE STATE ARCHEOLOGICAL OFFICE AND WAKULLA COUNTY SHALL BE NOTIFIED.
9. ALL WELLS ON SITE SHALL BE PROPERLY ABANDONED IN PLACE PER NORTHWEST FLORIDA MANAGEMENT REGULATIONS.
10. CONSTRUCTION BASELINE MONUMENTS SHALL NOT BE DISTURBED DURING CONSTRUCTION ACTIVITIES.
11. #57 GRANITE SHALL BE THE LAST ITEM INSTALLED IN THE SUBSTATION YARD.
12. THE #57 GRANITE SHALL NOT BE COMPACTED DURING OR AFTER INSTALLATION.

REFERENCE DWGS:

FOR LEGAL DESCRIPTION, TOPOGRAPHIC INFORMATION AND SURVEY NOTES, SEE DWG.# S21630GSC.

FOR BASELINE LOCATIONS, SEE DWG.# S-523-D100.

FOR ACCESS DRIVE LAYOUT, SEE DWG.# S-523-03.

FOR CLEAR, GRADE AND FILL SECTION DETAILS, SEE DWG.# S-523-D102. (SHEETS 1-4).

FOR PAVING AND DRAINAGE DETAILS, SEE DWG.# S-523-D102. (SHEETS 1-4).

FOR STORMWATER POLLUTION AND PREVENTION PLAN SEE DWG.# S-523-D107.

RETENTION BASIN CONSTRUCTION NOTES:

1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNDESIRABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERMEABLE MATERIAL OR PERMANENT VEGETATIVE COVER.

LEGEND:

- INDICATES AREA TO BE CLEARED, GRADED AND FILLED TO ELEVATION 14.00' NAVD88.
- INDICATES AREA TO BE CLEARED, GRADED AND FILLED FOR PLACEMENT OF ASPHALTIC CONCRETE. ACCESS DRIVE TO BE INSTALLED PER W.A.# 190551, SEE DWG.# S-523-D102 (SHEETS 1-4) FOR ACCESS DRIVE DETAILS AND CROSS SECTIONS.
- INDICATES CONTROL EQUIPMENT ENCLOSURE AREA TO BE GRADED TO ELEVATION 15.00' NAVD88 AND COMPACTED TO 95% OF MODIFIED PROCTOR (AASHTO-T-180) IN 8-12 INCH LIFTS.
- PROPOSED STORMWATER AREA.
- ADDITIONAL CLEARING AREA.
- CLEARING LINE
- -OHL- OVERHEAD UTILITY LINE
- -50- MAJOR CONTOUR LINE
- -51- MINOR CONTOUR LINE
- SILT FENCE
- WETLAND LINE

NORTH

GRAPHIC SCALE
40 0 10 20 40 80
1 INCH = 40FT

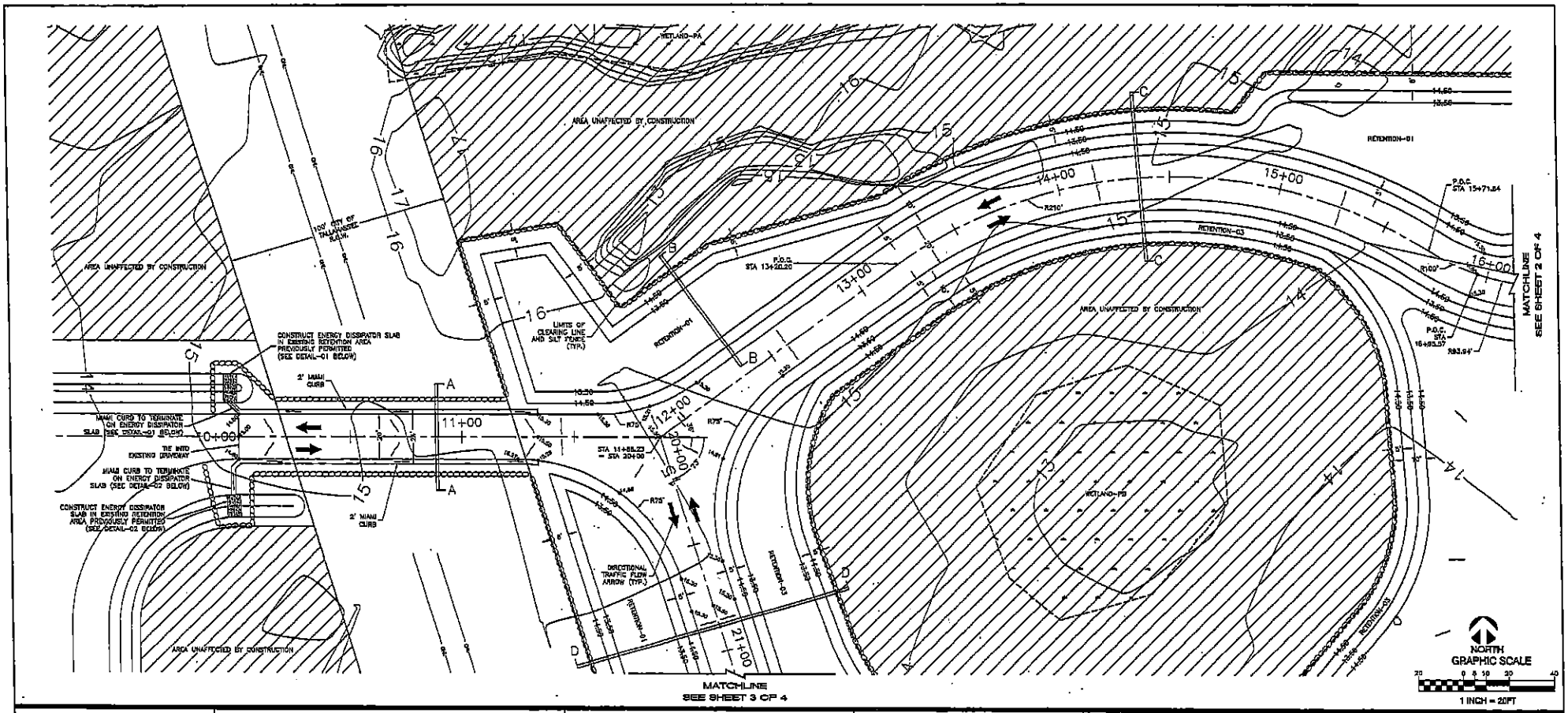
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.B.# 0007277

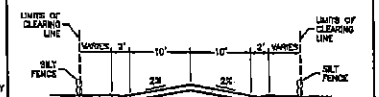
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72619

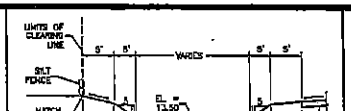
NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

8/01/13 DATE	1"=40' SCALE	CLEAR, GRADE & FILL LAYOUT
SEW DRAWN	TECH	ST. MARKS EAST TRANSMISSION SUBSTATION
CHECK	SEW ENGR	
1 OF 1 SHEET	DWG.	S-523-D101

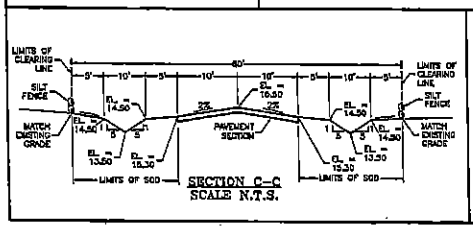


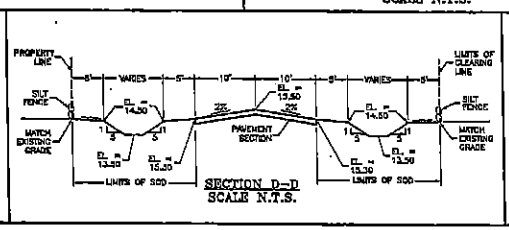


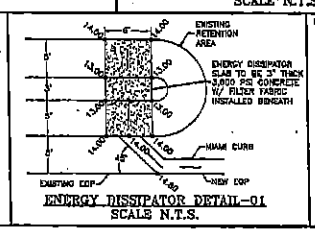


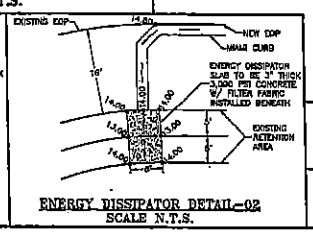
RETENTION BASIN CONSTRUCTION NOTES:

1. INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDES BY APPROXIMATELY 12 INCHES.
2. AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHALL BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNSUITABLE MATERIAL MUST BE CAREFULLY EXCAVATED AND REMOVED FROM THE RETENTION AREA SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE SEDIMENT MATERIAL HAS BEEN REMOVED FROM THE RETENTION AREA. THE EXCAVATED MATERIAL SHALL BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
3. ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM MUST BE DEEP RAKED AND LOOSENED FOR OPTIMAL INFILTRATION.
4. THE RETENTION BASIN SHALL BE STABILIZED WITH PERVIOUS MATERIAL OR PERMANENT VEGETATIVE COVER.









Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007237

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72519

NO.	DESCRIPTION	DRWN	CHKD	APPD	DATE
	REVISION				

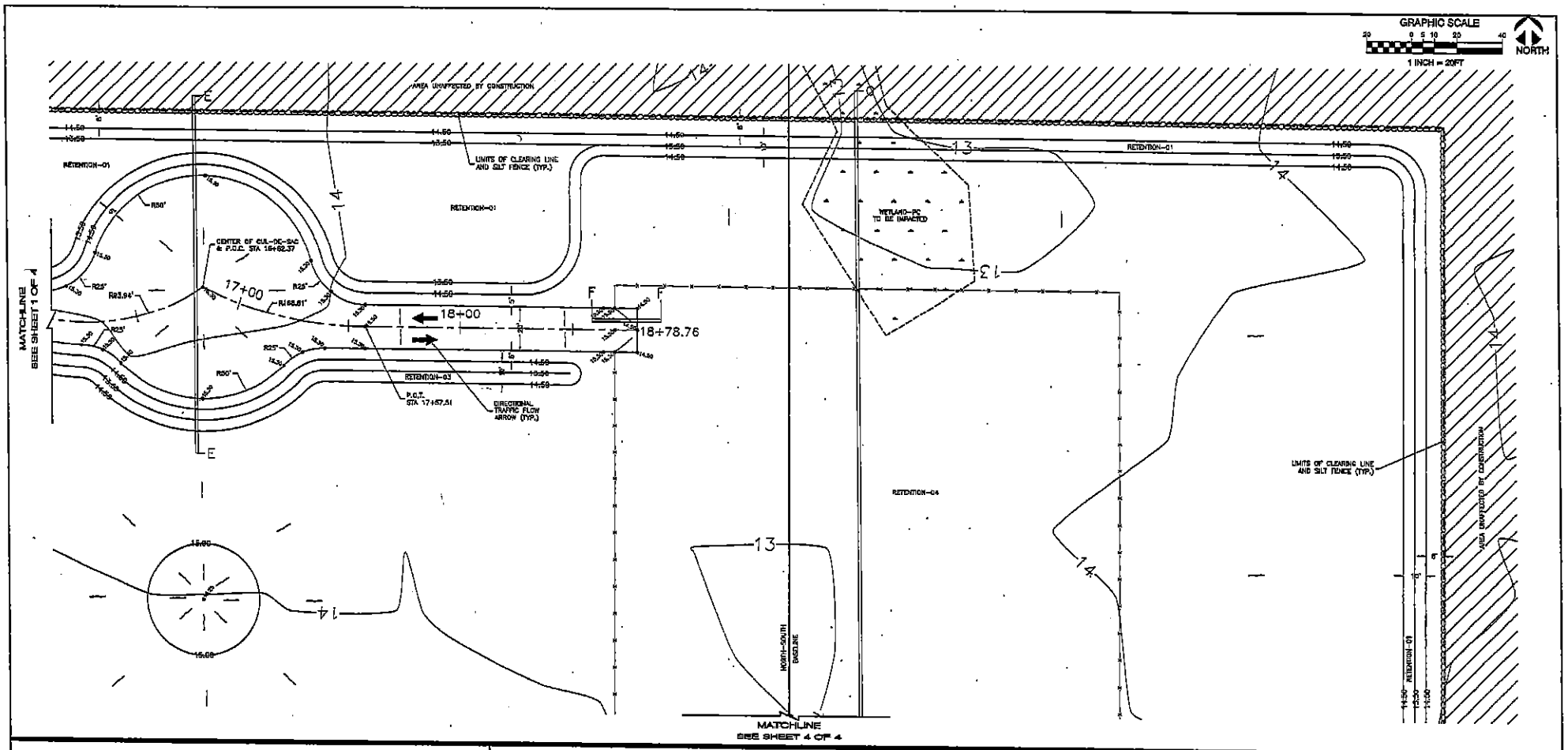
Progress Energy

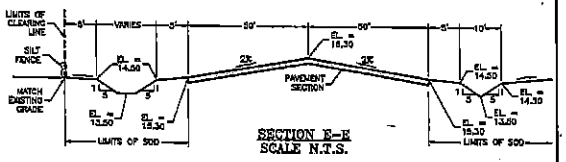
8/01/12 DATE	1"=20' SCALE
DRWN	TECH
CHKD	ENGR
3 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

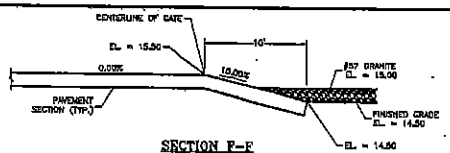
ST. MARKS EAST TRANSMISSION SUBSTATION

ATTACHMENT 8 PAGE 8 of 8 #16

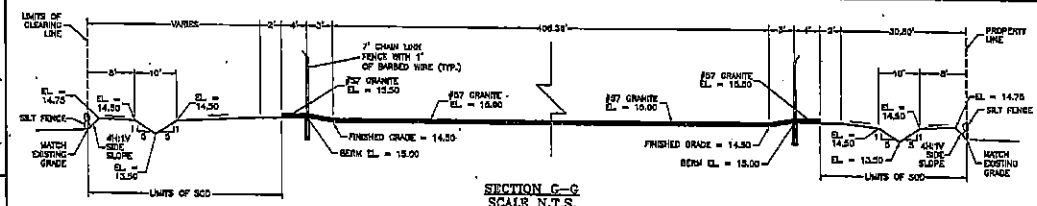




SECTION E-E
SCALE N.T.S.



SECTION F-F
SCALE N.T.S.



SECTION G-G
SCALE N.T.S.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-9715
P.E.#: 72919

NO.	DESCRIPTION	DRAWN	CHECK	APPR.	DATE

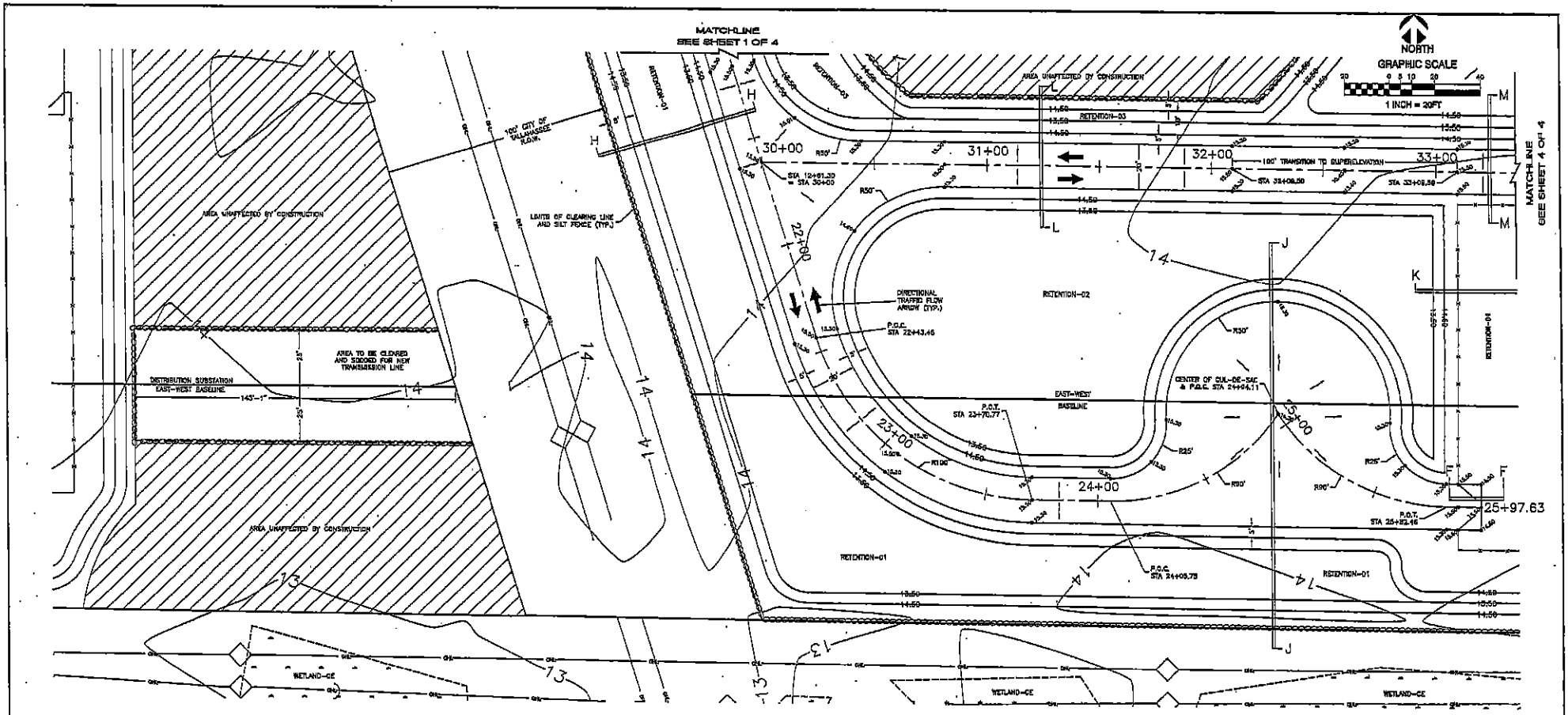
Progress Energy

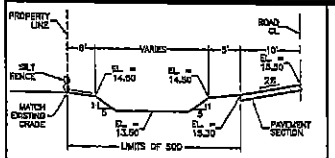
6/01/12 DATE	1"=50' SCALE
NEW DRAWN	TECH
CHECK	SENIOR
2 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

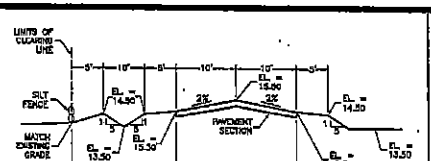
ST. MARKS EAST TRANSMISSION SUBSTATION

ATTACHMENT #6
PAGE 9 OF 12

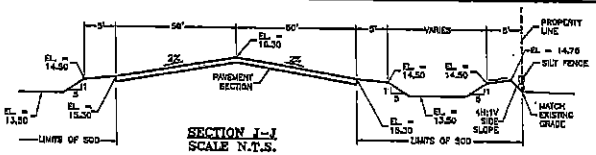




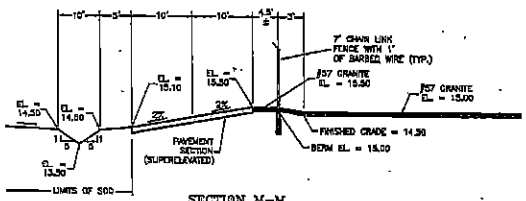
SECTION H-H
SCALE N.T.S.



SECTION I-I
SCALE N.T.S.



SECTION J-J
SCALE N.T.S.



SECTION M-M
SCALE N.T.S.

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-5715
P.E.#: 72310

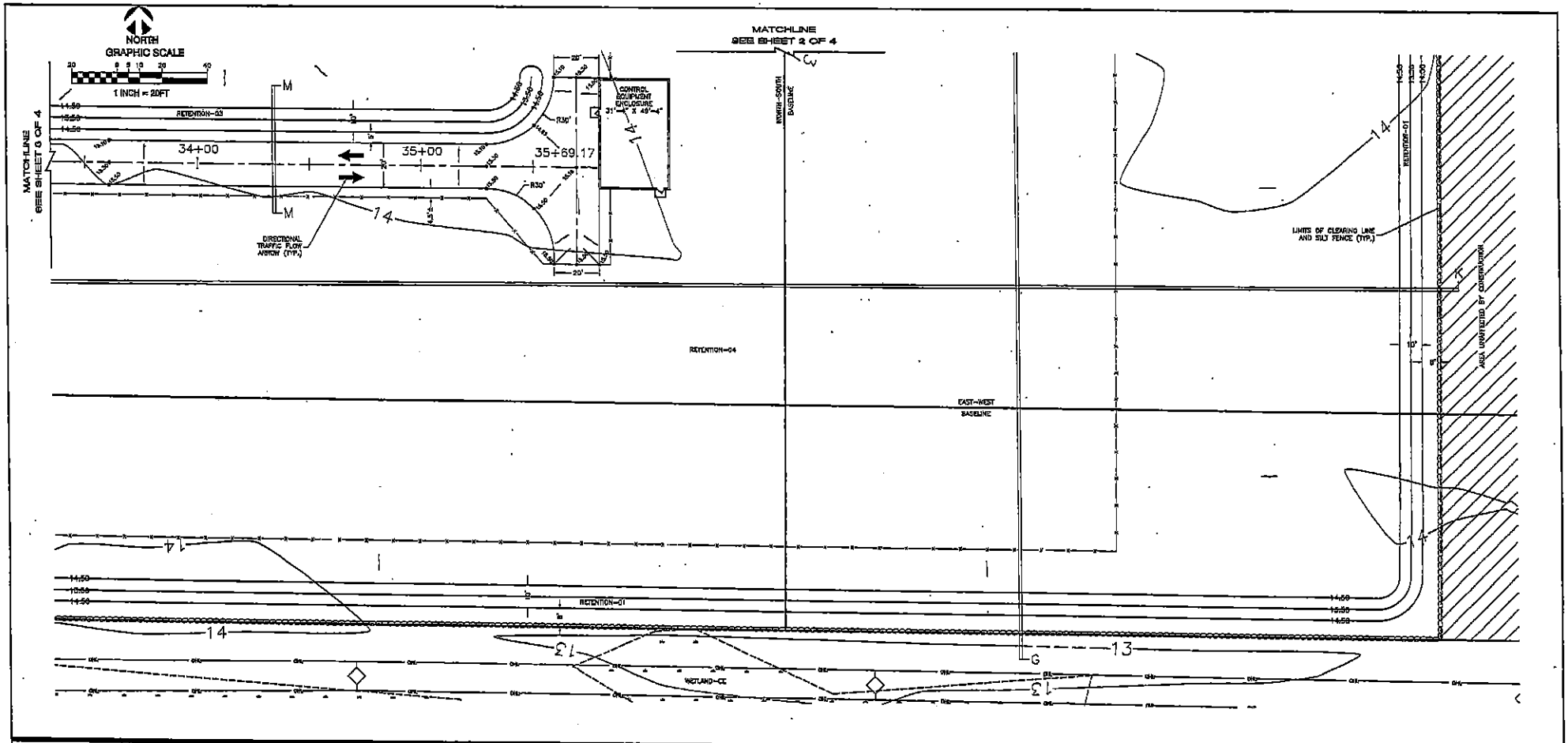
NO.	DESCRIPTION	BY	CHK	APP	DATE
REVISIONS					

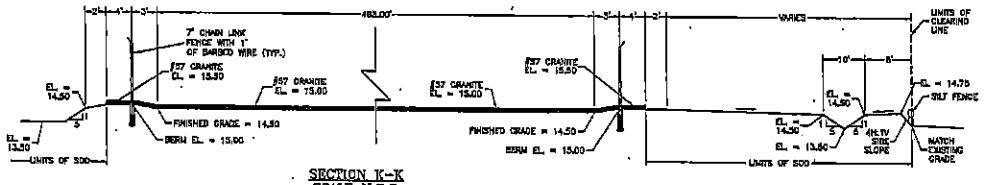
Progress Energy

8/01/12 DATE	1"=20' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
3 OF 4 SHEET	DWG. S-523-D102

PAVING, GRADING & DRAINAGE PLAN

ST. MARKS EAST TRANSMISSION SUBSTATION





SECTION K-K
SCALE N.T.S.

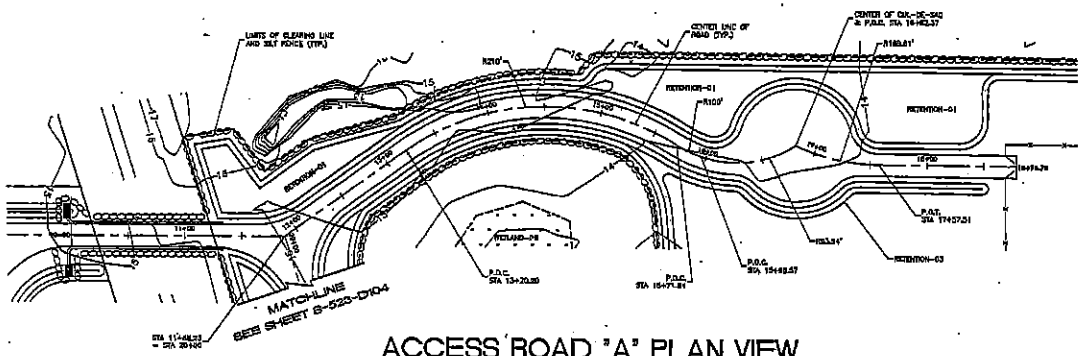
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
C.A.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN E. WOOD (407) 942-9715
P.E.# 72919

NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

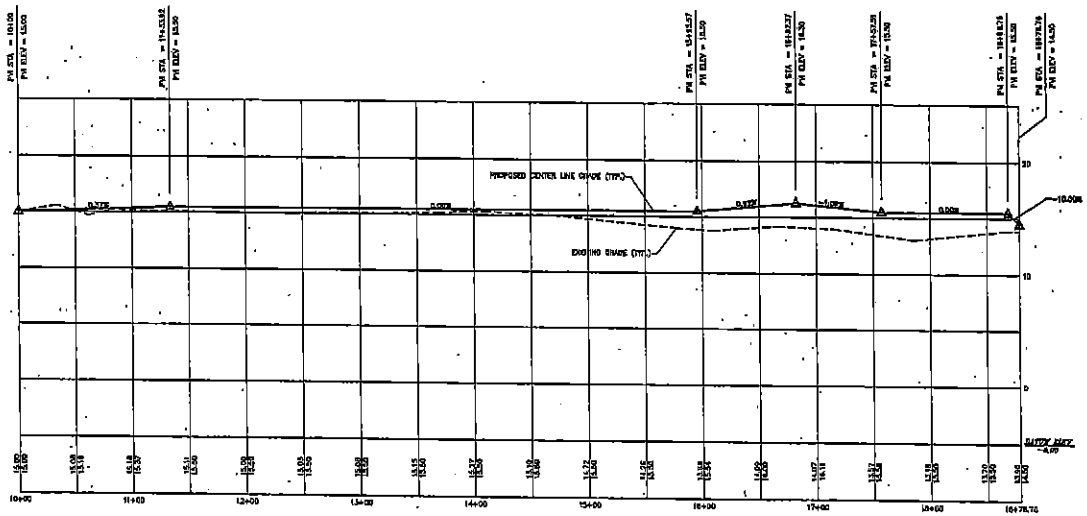
6/01/12 DATE	1"=20' SCALE	PAVING, GRADING & DRAINAGE PLAN
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARYS EAST TRANSMISSION SUBSTATION
4 OF 4 SHEET		DWG. S-523-D102

NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT



ACCESS ROAD "A" PLAN VIEW

FOR ROADWAY ALIGNMENT 10+00 – 18+78.76



ACCESS ROAD "A" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

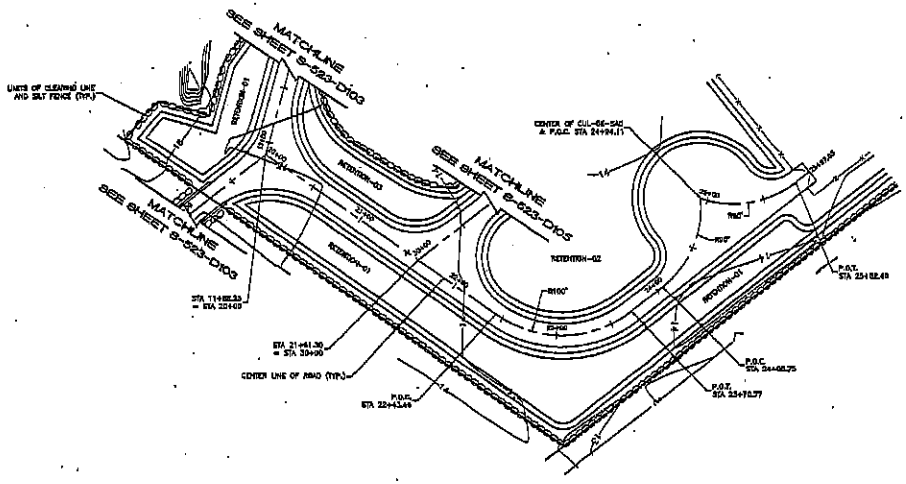
Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0607277

STATE OF FLORIDA REGISTERED ENGINEER
STEPHEN T. WOOD (407) 942-9715
P.E.#: 72918

NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE

Progress Energy

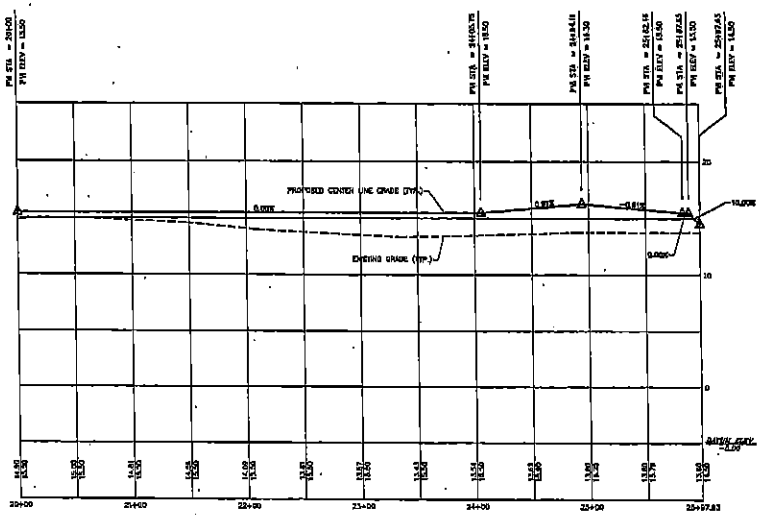
7/6/12 DATE	1"=50' SCALE	SUBSTATION ENGINEERING: PLAN AND PROFILE
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D103



NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT

ACCESS ROAD "B" PLAN VIEW

FOR ROADWAY ALIGNMENT 20+00 -- 25+97.83



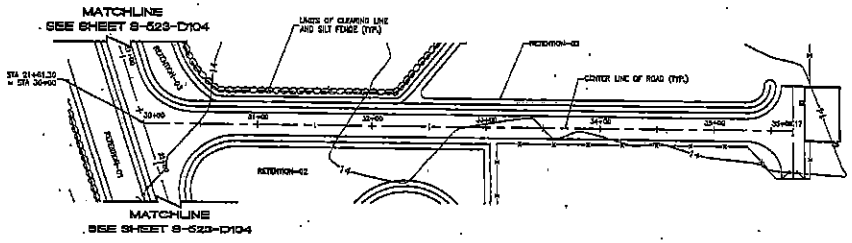
ACCESS ROAD "B" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277
STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN R. WOOD (407) 942-5715
P.E.# 72019

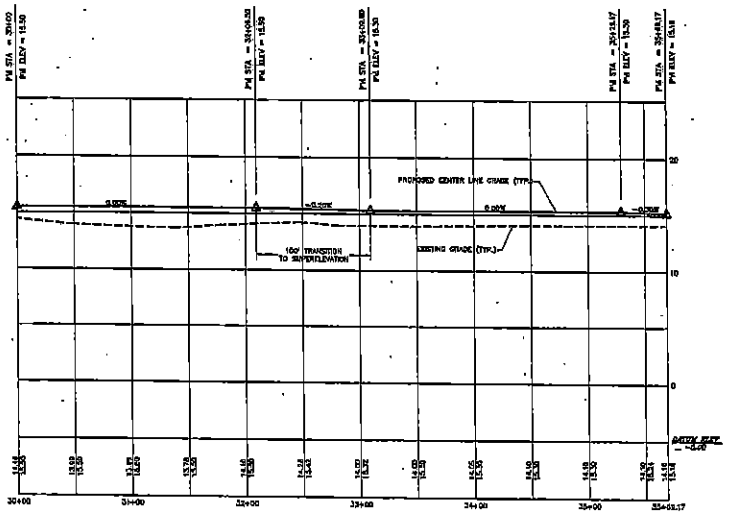
Progress Energy	
7/2/12 DATE	1"=30' SCALE
SUBSTATION ENGINEERING	
PLAN AND PROFILE	
DRAWN	TECH
CHECK	SUPV ENGR
ST. MARKS EAST TRANSMISSION SUBSTATION	
1 OF 1 SHEET	DWG. S-523-D104

NORTH
GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50FT



ACCESS ROAD "C" PLAN VIEW

FOR ROADWAY ALIGNMENT 30+00 – 35+69.17



ACCESS ROAD "C" PROFILE VIEW

SCALE:
1" = 50' HORIZONTAL
1" = 5' VERTICAL

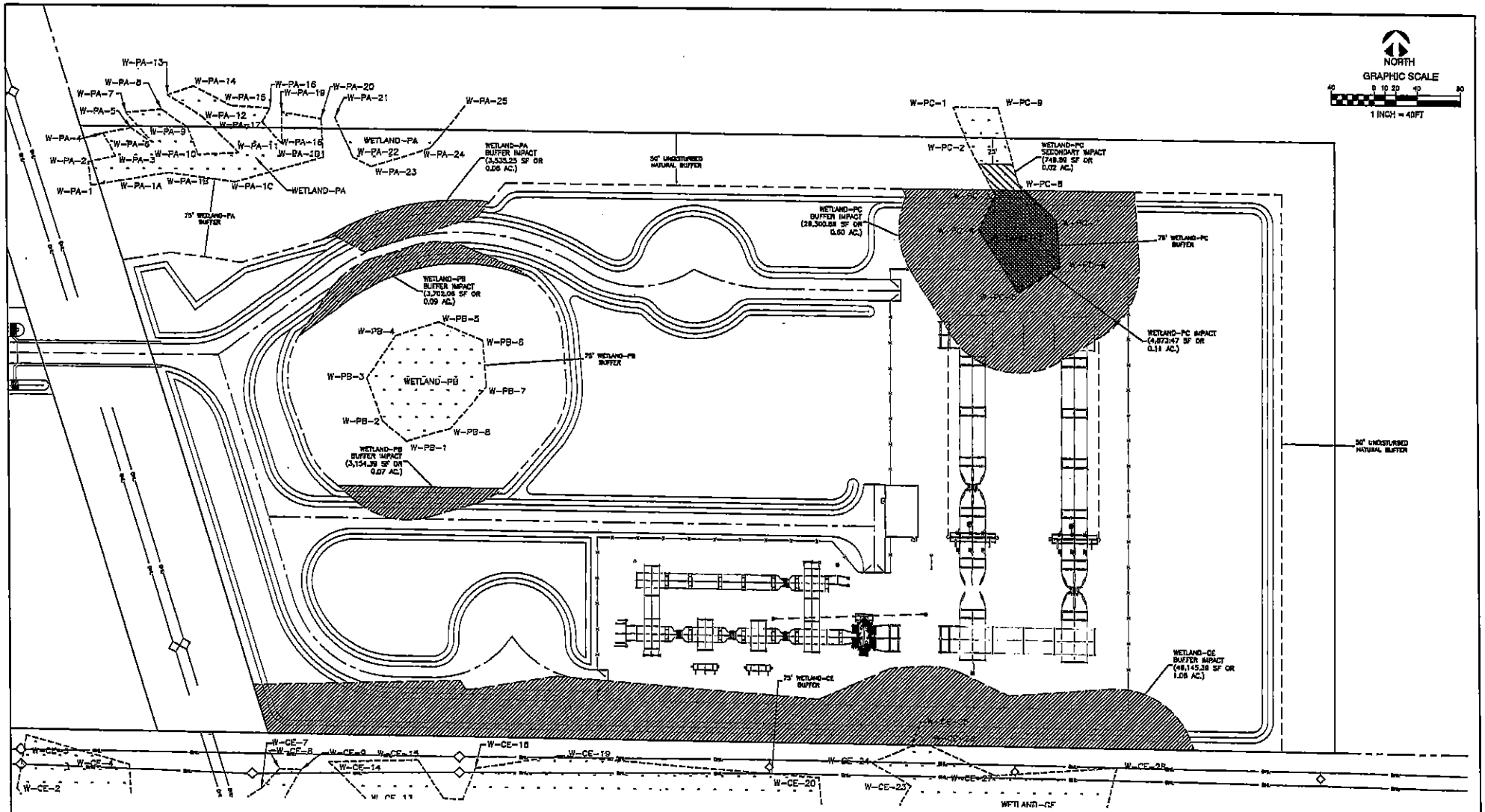
NO.	DESCRIPTION	DRAWN	CHKD.	APPR.	DATE

Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72919

Progress Energy

7/2/13 DATE	1"=50' SCALE	SUBSTATION ENGINEERING: PLAN AND PROFILE
SEW DRAWN	TECH	
CHECK	SEW ENGR	ST. MARKS EAST TRANSMISSION SUBSTATION
1 OF 1 SHEET		DWG. S-523-D105



BUFFER IMPACTS:

WETLAND BUFFER	WETLAND BUFFER IMPACT (SF)	WETLAND BUFFER IMPACT (AC)
WETLAND-PA BUFFER	3,535.25	0.08
WETLAND-PB BUFFER	3,702.06	0.09
WETLAND-PB BUFFER	3,154.39	0.07
WETLAND-PC BUFFER	26,300.89	0.60
WETLAND-CE BUFFER	46,145.39	1.06
TOTAL =	82,837.98	1.90

WETLAND IMPACTS:

WETLAND	WETLAND IMPACT (SF)	WETLAND IMPACT (AC)
WETLAND-PC	4,873.47	0.11
TOTAL =	4,873.47	0.11

SECONDARY IMPACTS:

WETLAND	SECONDARY IMPACT (SF)	SECONDARY IMPACT (AC)
WETLAND-PC	749.89	0.02
TOTAL =	749.89	0.02

LEGEND:

- WETLAND AREA
- WETLAND IMPACT
- BUFFER IMPACT
- SECONDARY IMPACT

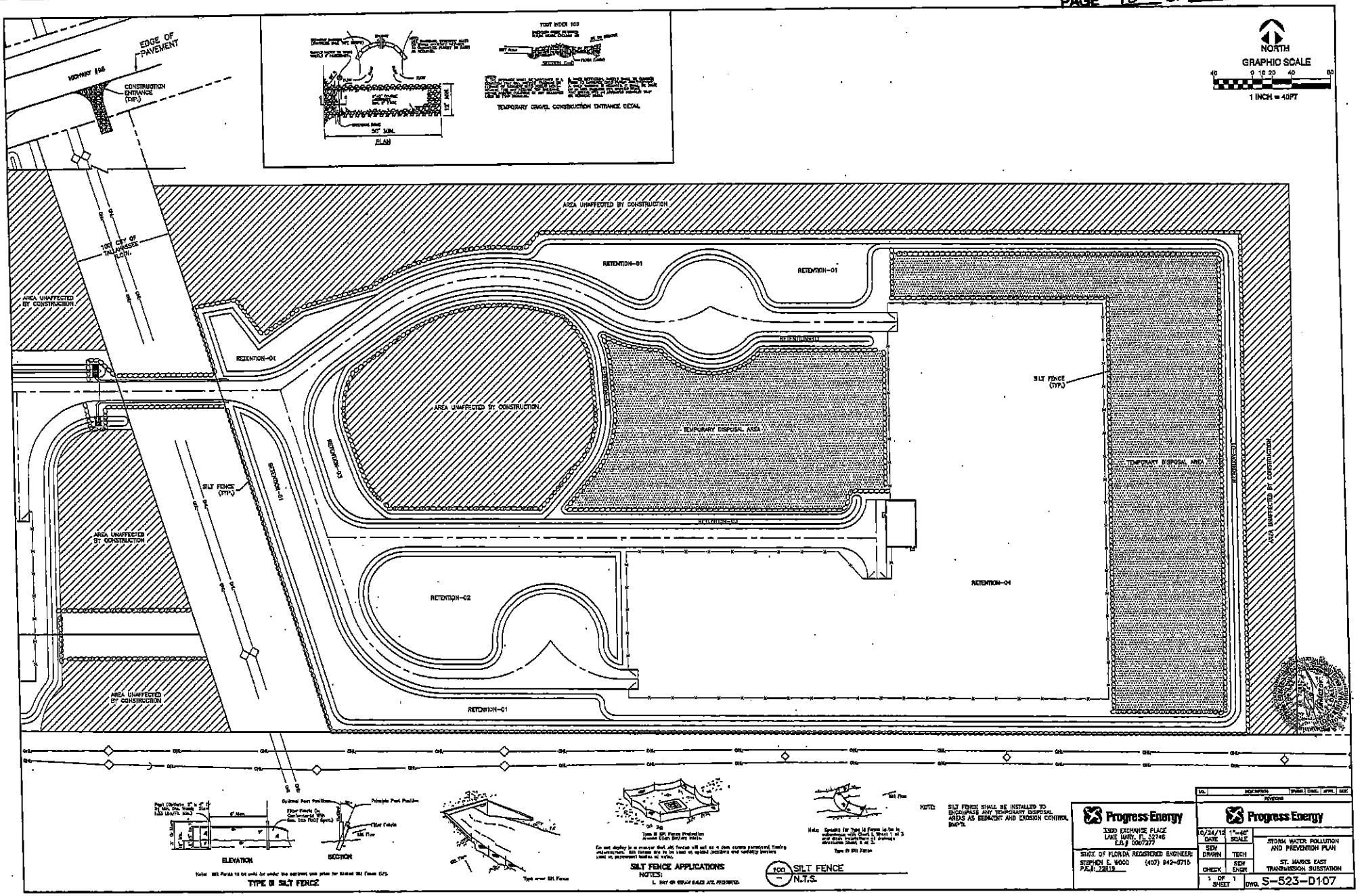
Progress Energy
3300 ENTRANCE PLACE
LAKE MARY, FL 32746
E.B.# 0007277

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-8715
P.E.# 72919

Progress Energy

8/27/12 DATE	1"=40' SCALE	ENVIRONMENTAL PLAN
SEW DRAWN	TECH	ST. MARKS EAST TRANSMISSION SUBSTATION
CHECK	SEW ENGR	
1 OF 1 SHEET		DWG. S-523-D106

ATTACHMENT #4
PAGE 15 OF 17



Progress Energy
3300 EXCHANGE PLACE
LAKE MARY, FL 32746
L.A.# 0007377

STATE OF FLORIDA REGISTERED ENGINEER:
STEPHEN E. WOOD (407) 942-6715
P.E.# 72619

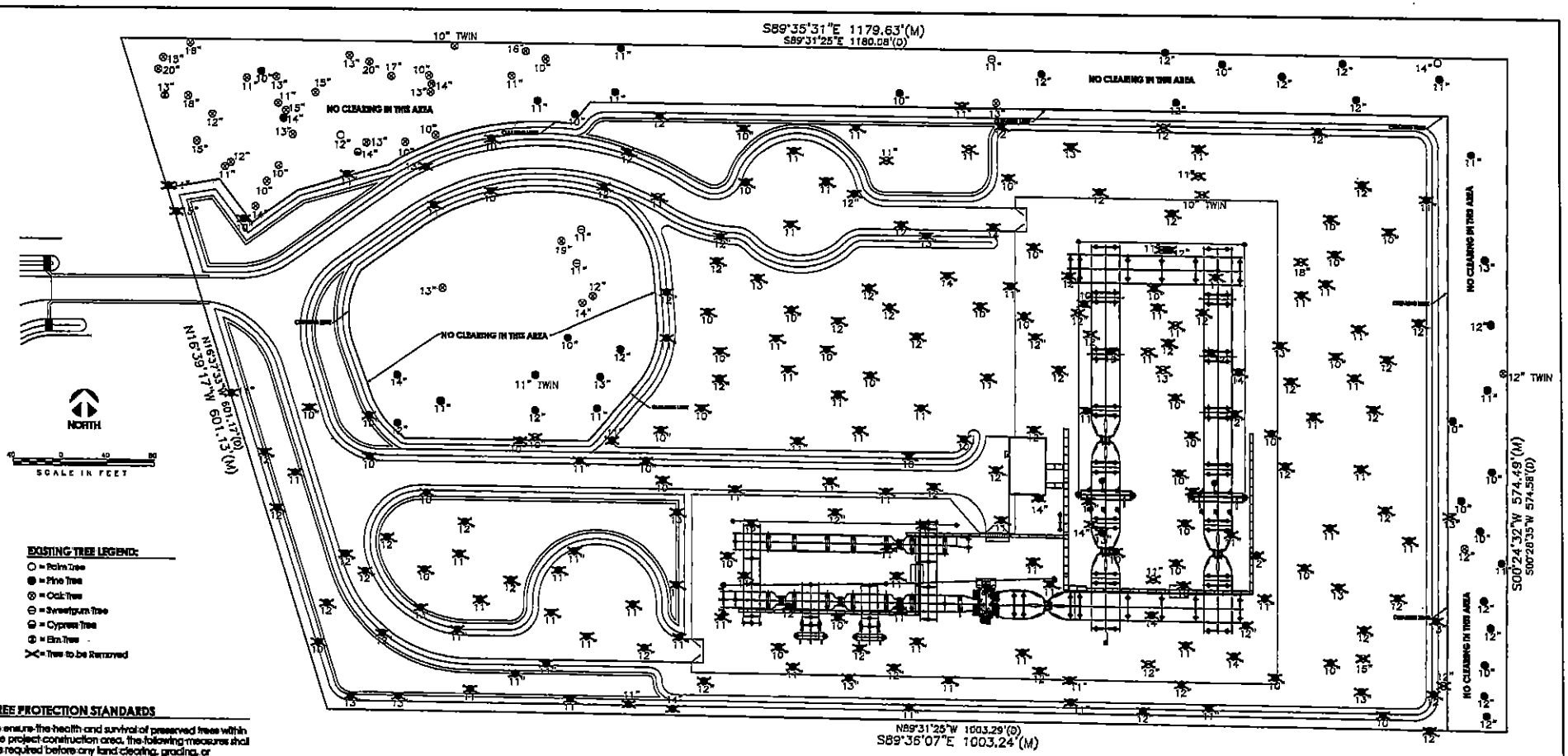
NO.	DESCRIPTION	INITIAL	CHKD.	APPR.	DATE
	REVISIONS				

Progress Energy

6/24/12 DATE	1"=40' SCALE
SEW DRAWN	TECH
CHECK	SEW ENGR
1 OF SHEET	1 DWG.

STORM WATER POLLUTION AND PREVENTION PLAN
ST. MARKS EAST TRANSMISSION SUBSTATION
S-523-D107

ATTACHMENT #6
PAGE 16 OF



EXISTING TREE LEGEND:

- ○ = Palm Tree
- ● = Pine Tree
- ⊗ = Oak Tree
- ⊖ = Sweetgum Tree
- ⊜ = Cypress Tree
- Φ = Elm Tree
- >< = Tree to be Removed

TREE PROTECTION STANDARDS

To ensure the health and survival of preserved trees within the project construction area, the following measures shall be required before any land clearing, grading, or construction operations take place:

A. A highly visible tree protection barrier, at least 36 inches in height, shall be placed around the drip line of protected trees except residential homesites which may use plastic ribbons or other temporary marking measures. The barrier may not be closer than five feet, nor need be further than 20 feet, from the trunk of any protected tree.

B. Large areas containing trees to be preserved may be staked off with stakes being a maximum of ten feet apart, connected by plastic ribbon, and setback from the drip line of all protected trees.

C. No equipment, chemicals, debris or other stored material shall be placed within tree protection areas.

D. Where grade cuts are necessary within the tree drip line, proper root pruning will take place and be overseen by a qualified individual.

E. Raising the grade within the tree drip line will not be permitted unless an appropriate dry well and drainage design is approved by the County.

TREE REMOVAL:

PALM	PINE	OAK	SWEETGUM
1 - 12"	50 - 10"	2 - 10"	1 - 10"
1 - 13"	72 - 11"	3 - 11"	6 - 11"
	60 - 12"	2 - 12"	2 - 12"
	14 - 13"	1 - 13"	
	7 - 14"	1 - 14"	
	1 - 15"	1 - 15"	
		1 - 18"	

TREE PRESERVATION:

PALM	PINE	OAK	SWEETGUM	CYPRESS	ELM
1 - 12"	10 - 10"	8 - 10"	3 - 11"	1 - 14"	1 - 13"
1 - 14"	11 - 11"	4 - 11"			
	14 - 12"	6 - 12"			
	2 - 13"	7 - 13"			
	2 - 14"	3 - 14"			
		4 - 15"			
		2 - 16"			
		1 - 17"			
		1 - 18"			
		1 - 19"			
		2 - 20"			

PRESERVATION/REFORESTATION CALCULATIONS

AREA OF PROJECT: 14.40 ACRES

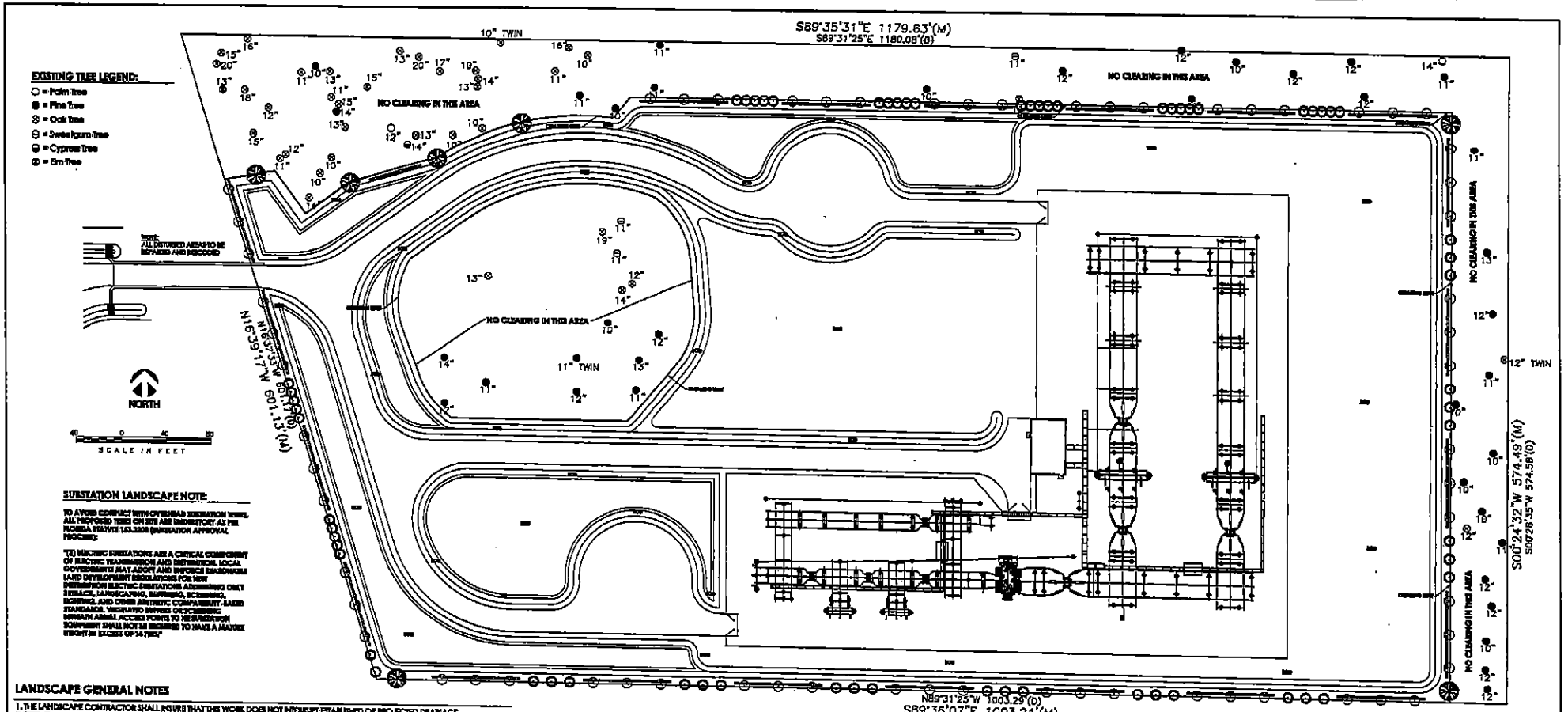
TREE INCHES REQUIRED: 1,440 INCHES REQUIRED
(100 x TOTAL ACREAGE)

TREE INCHES PROVIDED: 1,446 INCHES PROVIDED
(1,044 INCHES PRESERVED + 402 INCHES PROPOSED)

GARTH A. SCHWEIKER LANDSCAPE ARCHITECT

Progress Energy

12/19/12 DATE	1"=40' SCALE	SUBSTATION ENGINEERING
KB DRAWN	TECH	TREE PRESERVATION PLAN
GS CHECK	ENGR	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET	DWG.	L-1



SUBSTATION LANDSCAPE NOTE:

TO AVOID CONFLICT WITH OVERHEAD DISTRIBUTION WIRES, ALL PROPOSED TREES ON SITE ARE UNDERSTORY AS PER FLORIDA STATUTE 163.3208 (DISTRIBUTION APPROVAL PROCESS)

"(2) ELECTRIC SUBSTATIONS ARE A CRITICAL COMPONENT OF ELECTRIC TRANSMISSION AND DISTRIBUTION. LOCAL GOVERNMENTS MAY ADOPT AND ENFORCE REASONABLE LAND DEVELOPMENT REGULATIONS FOR NEW DISTRIBUTION ELECTRIC SUBSTATIONS ADDRESSING ONLY SETBACK, LANDSCAPING, BUFFERING, SCREENING, LIGHTING, AND OTHER AESTHETIC COMPATIBILITY-BASED STANDARDS, VEGETATIVE BUFFERS OR SCREENING REGARDING ANNUAL ACCESS POINTS TO NEW SUBSTATION EQUIPMENT SHALL NOT BE REQUIRED TO HAVE A MATURE HEIGHT IN EXCESS OF 14 FEET."

LANDSCAPE GENERAL NOTES

1. THE LANDSCAPE CONTRACTOR SHALL INSURE THAT THIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.

2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS AND IN THE LANDSCAPE SPECIFICATIONS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.

3. ALL PLANT MATERIALS SHALL BE GRADED FLORIDA NO. 1 OR BETTER, AS OUTLINED UNDER GRADES AND STANDARDS FOR NURSERY PLANTS, DIVISION OF PLANT INDUSTRY, STATE OF FLORIDA, UNLESS OTHERWISE NOTED.

4. ALL PLANT BEDS AND TREE RINGS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH.

5. SOD UP TO EDGE OF DRIPLINE OF EXISTING TREES. SOD LIMITS TO BE A SMOOTH MANICURED LINE. DEVIATIONS TO BE APPROVED BY LANDSCAPE ARCHITECT BEFORE INSTALLING SOD. DO NOT SOD IN WETLAND AREA LOCATED ON PLAN.

6. ALL EXISTING TREES SHOWN ON THE LANDSCAPE PLAN ARE TO BE PROTECTED. NO FILL MATERIALS OR USE OF HEAVY EQUIPMENT AROUND EXISTING TREES IS ALLOWED. EXISTING TREES ARE TO BE PROTECTED BY A WOOD BARRICADE ERECTED IN COMPLIANCE WITH LOCAL CODES.

7. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR TESTING PROJECT SOILS. THE LANDSCAPE CONTRACTOR IS TO PROVIDE A CERTIFIED SOILS REPORT TO THE OWNER AND LANDSCAPE ARCHITECT. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF THE PROPOSED PLANT MATERIALS. SHOULD THE CONTRACTOR FIND POOR SOIL CONDITIONS, THE OWNER AND LANDSCAPE ARCHITECT MUST BE CONSULTED PRIOR TO PLANTING.

8. ALL GRADES, DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR ON SITE BEFORE CONSTRUCTION BEGINS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.

9. THE LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUB-SURFACE UTILITIES.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR REGARDING TIMING OF THE INSTALLATION OF PLANT MATERIALS.

11. EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT AND FURNISHINGS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE EXECUTION OF THE WORK.

PLANT MATERIALS LEGEND

SYM.	QNTY.	COMMON/BOTANICAL NAME	DESCRIPTION/SPECIFICATIONS
	7	WINGED ELMS ULMUS ALATA	3" CALIPER CUMULATIVE, B & B
	43	YAUPON HOLLY ILEX VOMITORIA	3" CALIPER CUMULATIVE, 30 GAL.
	64	WAX MYRTLE MYRICA CERIFERA	3" CALIPER CUMULATIVE, 30 GAL.
	882	SAND CORD GRASS SPARTINA BAKERI	3 GALLON, 24" MIN. HT., 3' O.C.
SOD	TBD	BAHIA SOD PASPALUM NOTATUM	SOLID SOD, AS INDICATED ON PLAN
MULCH	TBD	PINE BARK MULCH	ALL PLANTING AREAS

BUFFER CALCULATIONS

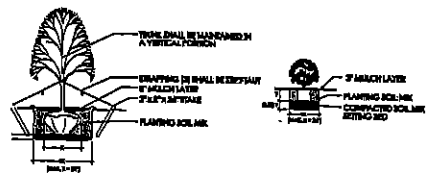
NORTHERN PERIMETER LANDSCAPE AREA (1180 LIN. FT.)
47 TREES REQUIRED / 47 TREES PROVIDED (1 TREE PER 25')
295 SHRUBS REQUIRED / 297 SHRUBS PROVIDED (1 SHRUB PER 4')

SOUTHERN PERIMETER LANDSCAPE AREA (1003 LIN. FT.)
40 TREES REQUIRED / 40 TREES PROVIDED (1 TREE PER 25')
253 SHRUBS REQUIRED / 273 SHRUBS PROVIDED (1 SHRUB PER 4')

WESTERN PERIMETER LANDSCAPE AREA (581 LIN. FT.)
24 TREES REQUIRED / 24 TREES PROVIDED (1 TREE PER 25')
150 SHRUBS REQUIRED / 156 SHRUBS PROVIDED (1 SHRUB PER 4')

EASTERN PERIMETER LANDSCAPE AREA (574 LIN. FT.)
23 TREES REQUIRED / 23 TREES PROVIDED (1 TREE PER 25')
144 SHRUBS REQUIRED / 156 SHRUBS PROVIDED (1 SHRUB PER 4')

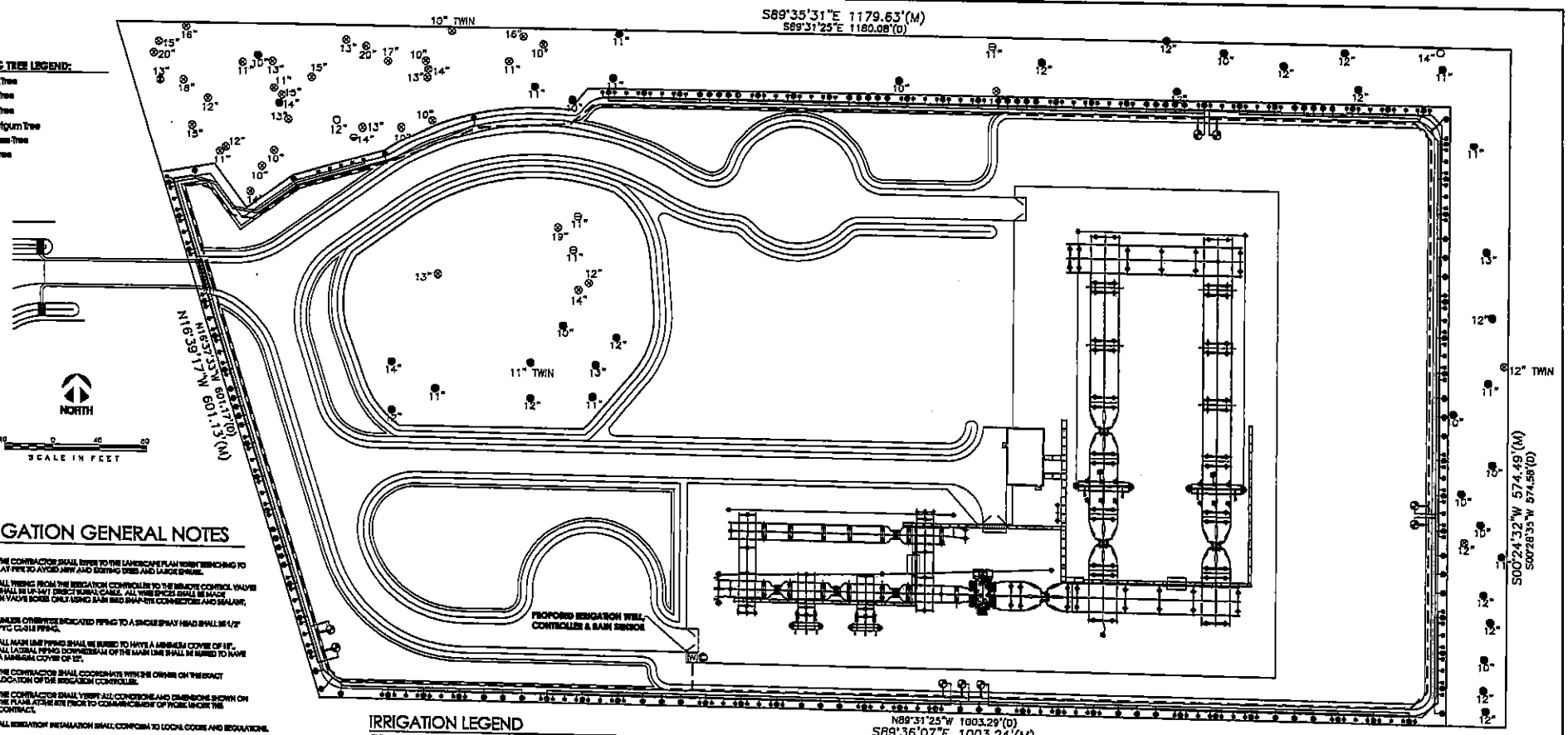
PLANTING DETAILS



GARTH A. SCHWINDT LANDSCAPE ARCHITECT

Progress Energy

12/18/12 DATE	1"=40' SCALE	SUBSTATION ENGINEERING
HB DRAWN	TECH	LANDSCAPE PLAN
CB CHECK	CHOP	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET	DWG.	L-2



IRRIGATION GENERAL NOTES

(A) THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.

(B) ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-W17 DIRECT BURIAL CABLE. ALL WIRE SPICES SHALL BE MADE IN VALVE BOXES ONLY USING 3-M IRID SNAP-TITE CONNECTORS AND SEALANT.

(C) UNLESS OTHERWISE INDICATED PIPING TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC CL-315 PIPING.

(D) ALL MAIN LINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18". ALL LATERAL PIPING DOWNSTREAM OF THE MAIN LINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12".

(E) THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.

(F) THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.

(G) ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.

(H) ALL PIPING ON THE PLANS IS DIAGRAMMATIC. ALL IS ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE ARCHITECT.

(I) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.

(J) 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE CONTRACTOR.

(K) CONTRACTOR TO CHOOSE APPROPRIATE NOZZLES TO PROVIDE MAX COVERAGE.

(L) ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM USES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND SOD AREAS.

(M) ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR CONTROLLER.

(N) THE DESIGN OF THE SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIAL TO BE IRRIGATED.

(O) LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.

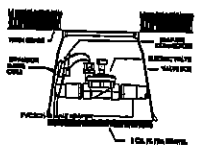
(P) IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.

(Q) AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREA ON A DIFFERENT SCHEDULE FROM LOW WATER REQUIREMENT AREAS, PROVIDED THAT SEPARATE ZONES EXIST.

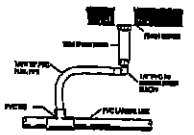
IRRIGATION LEGEND

SYMBOL	DESCRIPTION / SPECIFICATIONS
W	INSTALL A 4" DEEP WELL WITH A 2HP SUBMERSIBLE PUMP WITH PRESSURE TANK & PRESSURE SWITCH TO SUPPLY WATER TO THE IRRIGATION SYSTEM. (MEET LOCAL CODES)
C	IRRIGATION CONTROLLER: RAINBIRD ESP-LX 10 STATION MODULAR CONTROLLER INSTALLED WITH A MINI-CLIK II RAIN SENSOR. GROUND WITH A MINIMUM OF 8' COPPER CLAD ROD.
V	RAINBIRD PGA 1" ELECTRIC VALVE INSTALLED IN AN AMETEK 10" ROUND VALVE BOX. TOTAL OF 10 ZONES.
▪	RAINBIRD 1806-PRS POP-UP SPRAY HEAD
⊕	IRRIGATION BUBBLERS (ON ALL TREES)
———	IRRIGATION LATERAL LINE (TO BE SIZED BY IRRIGATION CONTRACTOR)
- - - -	SCHEDULE 40 1-1/2" PVC IRRIGATION MAINLINE
▭▭▭	SCH. 40 SLEEVE (TO BE BURIED A MINIMUM OF 18" DEPTH AND SIZED 2 TIMES LARGER THAN THE PIPE SIZE)

IRRIGATION DETAILS



RAINBIRD MODEL PGA SERIES
ELECTRIC VALVE



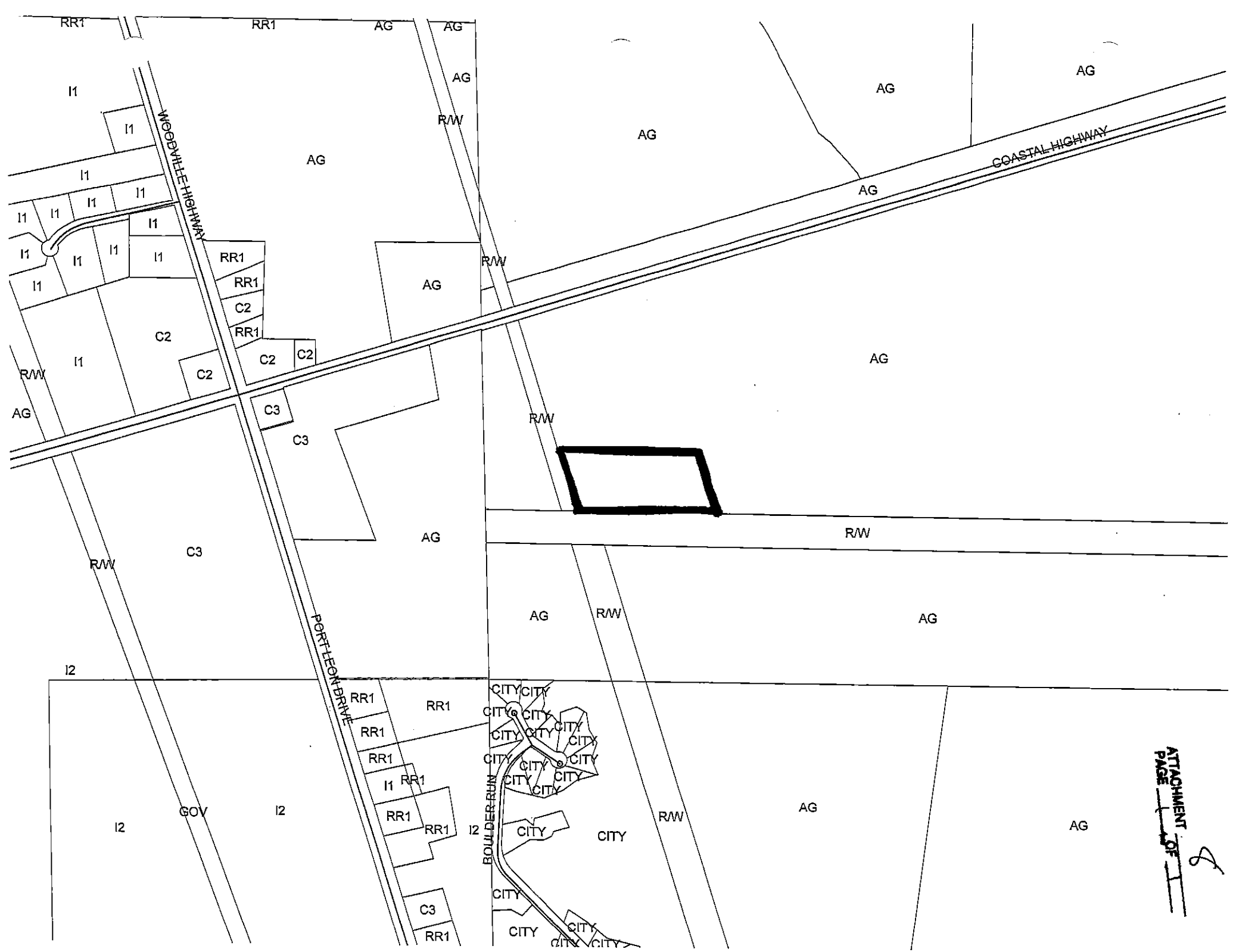
RAINBIRD NO. 1806 - 6"
POP-UP TURF SPRAY HEAD

GARTH A. SCHNEIDER LANDSCAPE ARCHITECT

Progress Energy

2/19/13 DATE	1"=10' SCALE	SUBSTATION ENGINEERING
KB DRAWN	TECH	IRRIGATION PLAN
QS CHECK	ENGR	ST. MARKS EAST SUBSTATION
1 OF 1 SHEET		DWG. L-3

926-3695



ATTACHMENT
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Floodplains

Objective 3: To protect the natural functions of the 1% annual chance floodplain (100-year floodplain),to the extent that flood-carrying and flood storage capacity are maintained.

Policy 3.1: The County shall control density, setbacks and design of development within the National Flood Insurance Program, Federal Emergency Management Agency (FEMA), current Flood Insurance Rate Maps (FIRMs), which indicate the 1% annual chance floodplain (100-year floodplain),which is sufficient to protect the flood carrying and flood storage capacity as set forth in the objective. The County shall review development proposals according to FEMA standards.

Wetlands

Objective 4.0: To ensure protection of native vegetation, water quality and water flow in wetlands which shall be consistent with the purpose and intent of the Goals, Objectives and Policies of the Plan. Commercial or industrial uses shall not be allowed in wetland areas except as provided in Policy 4.1(5) below.

Policy 4. 1: The County shall require site plan review where a development project is directly contiguous to wetlands or involves disturbance of wetlands so as to ensure that no wetland or required wetland buffer is disturbed except in accordance with the following standards

(1) No wetlands and related buffers may be disturbed unless the Board of County Commissioners makes a finding (supported by the site plan application and documentation) that no reasonable alternative (such as clustering development on upland portions of the site) is available to avoid a taking and allow for reasonable use, and that the nature and degree of disturbance is the minimum possible to achieve development that is otherwise compliant with the goals, objectives, and policies of the Plan.

(2) All applicable rules for jurisdictional wetlands of FDEP, NWFWMD, and the Army Corp of Engineers, as applicable, shall be met.

(3) Predevelopment/predisturbance water flow and quality shall be maintained.

(4) Destroyed wetlands (whether destroyed through filling or modification of water flow) shall be replaced or additional wetland areas shall be created at a minimum rate of two (2) times the wetland area destroyed.

(5) The County may allow passive recreational uses and water dependent accessory uses when it can be shown that the natural functions of the wetland is not negatively impacted.

Policy 4.2: The County shall coordinate with the Florida Department of Environmental Protection, Northwest Florida Water Management District, Apalachee Regional Planning Council, and Army Corps of Engineers to

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 5, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Luis N. Serna, Planning and Community Development Director Melissa Corbett, Planner II
Subject:	Request Board Approval to Transmit the Revised Public School Facilities Element and Revised Capital Improvements Element Text Amendment to the Comprehensive Plan CP12-04

Statement of Issue:
This agenda item is seeking Board approval to transmit the revised Public School Facilities Element (PSFE) and revised Capital Improvements Element (CIE) Comprehensive Plan Text Amendment.

Background:
The Public School Facilities Element was originally adopted into the Comprehensive Plan by the Board of County Commissioners and approved by the Florida Department of Community Affairs in 2008 pursuant to requirements included in Senate Bill 360. The PSFE requires the School Board, County and municipalities to work in conjunction to ensure proper capacity is maintained at all public schools. The policies included in the PSFE require adequate infrastructure to be constructed for each school, a School Board representative to sit on the Technical Review Committee, and the implementation of a Concurrency Management System to track school capacity relative to proposed residential developments.

The PSFE was a newer Element to the Comprehensive Plan during the Evaluation and Appraisal Report based Text Amendments during 2009 and 2010, and thus only minor updates to this language occurred during this process. Namely, the date of the Wakulla County School Board (WCSB) Educational Facilities Work Program was revised during those updates, and again in 2011, to the latest edition approved by the WCSB. Now it is time again for the WCSB's approval date of the Educational Facilities Work Program included in the PSFE and the CIE to be updated to reflect the most current approval date.

The Planning Commission considered this Text Amendment at their June 10, 2013 public hearing. No citizens spoke regarding the proposal and at the conclusion of the hearing, the Commission voted unanimously to recommend transmittal of the Application.

Analysis:
The WCSB has provided staff with a revised approval date for their latest approved Educational Facilities Work Program. This revised Work Program is now dated September 10, 2012. The WCSB staff and County staff have prepared a Comprehensive Plan Text Amendment to the language of the PSFE and CIE to incorporate the updated Educational Facilities Work Program date. (Attachments 1 and 2) Additionally, the supporting data and analysis for the PSFE was updated to reflect the current capacity and future enrollment projections at Wakulla County school facilities. (Attachment 3) This data and analysis shows that adequate capacity will exist through the next 20 years, with only a few minor additions to the schools' facilities required to maintain that capacity.

Should the Board of County Commissioners vote to transmit the proposed Text Amendment, staff will then transmit the Amendment to the Florida Department of Economic Opportunity and other State agencies for review. Subsequently, staff will bring the Application back before the Board for adoption, after considering any comments from the State agencies.

Budgetary Impact:
No budgetary impact.

Options:
1. Approve to conduct the second of two transmittal Public Hearings and vote to transmit the proposed Text Amendment to the Public School Facilities Element and Capital Improvements Element of the Comprehensive Plan, based upon the recommendation of the Planning Commission and based upon the findings of facts and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
2. Do not approve to conduct the second of two transmittal Public Hearings and do not approve the transmittal of the proposed Text Amendment to the Public School Facilities Element and Capital Improvements Element of the Comprehensive Plan, based upon the findings of facts and conclusions of law made by the Board and any evidence submitted at the Hearing hereon.
3. Board Direction.

Recommendation:
Option #1.

Attachment(s):
1. Revised PSFE

2. Revised CIE
3. Revised PSFE data and analysis
4. Advertisement
5. Draft Ordinance

annually by the School Board. The student generation rates shall be updated at a minimum of once every 5 years and will be revised to include rates by housing type. The student generation rates referenced in the supporting data and analysis for the element are based on the Bureau of Economic and Business Research (BEBR) medium population projections for Wakulla County. Should Wakulla County amend its comprehensive plan based on the BEBR high population projections, the School Board shall update the student generation rates in accordance with these forecasts to ensure internal consistency of the plan elements.

Objective 2.3: Ensure future needs are addressed consistent with the adopted level of service standards for public schools, based on the identification of facility needs and level of service standards contained in the Public School Facilities Element, the Wakulla County School Board shall develop and annually review and author a program of capital improvements for educational facilities that will be incorporated by reference by the County and municipalities on an annual basis into the 5-year schedule of capital improvements.

Policy 2.3.1: The County and the municipalities hereby incorporate by reference the Wakulla County School Board Educational Facilities Work Program dated ~~August 27, 2010~~ September 10, 2012, authored by the Wakulla County School Board, that includes school capacity sufficient to meet anticipated student demand projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 2.3.2: The County and municipalities shall annually update, by December 1st of each year, the Capital Improvements Element by adopting by reference the School Board authored financially feasible Work Program to ensure a financially feasible capital improvements schedule and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period.

Policy 2.3.3: The 5-year schedule of capital improvements for public school facilities ensures the level of service standards are achieved and maintained within the period covered by the 5-year schedule. After the initial 5-year schedule of capital improvements for public school facilities, annual updates to the schedule shall ensure levels of service standards are achieved and maintained each year of the subsequent 5-year schedule of capital improvements.

FUTURE CONDITIONS MAPS

The Public School Facilities Element contains future conditions maps **PSFE Map 6** and **PSFE Map 7** showing existing and anticipated schools over the 5-year and long range planning periods. The maps are general and do not prescribe a land use on a particular parcel.

OBJECTIVE 6: To manage the timing of residential subdivision approvals, site plans or their functional equivalent to ensure adequate school capacity is available consistent with adopted level of service standards for public schools.

Policy 6.1: The Wakulla County School Board, Wakulla County and the municipalities of Sopchoppy and St. Marks agree to the following level of service standards for public schools in Wakulla County.

Type of School	Level of Service Standard
Elementary Schools	100% of FISH capacity for permanent student stations only
Middle Schools	100% of FISH capacity for permanent student stations only
High School	100% of FISH capacity for permanent student stations only
Charter Schools	100% of capacity

Policy 6.2: The County and the municipalities shall ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, pursuant to impact fees, proportionate share mitigation and other legally available and appropriate methods in development conditions.

OBJECTIVE 7: To ensure that the County and municipalities future needs are addressed consistent with the adopted level of service standards for public schools. Based on the identification of facility needs and level of service standards contained in the Public School Facilities Element, the Wakulla County School Board shall develop and annually review and revise a program of capital improvements for educational facilities that will be incorporated by reference by the County and municipalities on an annual basis into the 5-year schedule of capital improvements.

Policy 7.1: The County and the municipalities hereby incorporates by reference the Wakulla County School Board Educational Facilities Work Program dated ~~August 27, 2010~~ September 10, 2012, that includes school capacity sufficient to meet anticipated student demand projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 7.2: The County and municipalities shall annually update, by December 1st of each year, the Capital Improvements Element by adopting by reference the School Board's financially feasible Work Program to ensure a financially feasible capital improvements schedule and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period.

Policy 7.3: The 5-year schedule of capital improvements for public school facilities ensures the level of service standards are achieved and maintained within the period covered by the 5-year schedule. After the initial 5-year schedule of capital improvements for public school facilities, annual updates to the schedule shall ensure levels of service standards are achieved and maintained each year of the subsequent 5-year schedule of capital improvements.

Wakulla County

Public School Facilities Element
Data and Analysis

Updated

2013

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Chapter 1: Purpose & Overview

Purpose

The 2005 Florida Legislature adopted requirements that strengthen the relationship between land use planning and development, and planning for public schools and availability of school capacity. Under the statewide schedule the Wakulla County School District, Wakulla County, the City of Sopchoppy and the City of St. Marks worked together to adopt the necessary comprehensive plan amendments to establish school concurrency by January 1, 2008.

In order to accelerate progress in the implementation of school concurrency, the Florida Department of Community Affairs (DCA) contracted with school districts across the state to prepare amended Interlocal Agreements and Public School Facilities Elements.

Under this grant, the Wakulla County School District prepared a draft Public School Facilities Element with the assistance of a staff work group representing the School District, the County and the municipalities, and the consulting team. As a part of the process elected officials from each of the governing bodies participated in three convocations over the grant period in order to provide direction and reach consensus on the draft documents.

The County, municipalities of St. Marks and Sopchoppy and the School Board coordinated the adoption of the Public School Facilities Element (PSFE) and amendments to the Intergovernmental Coordination and Capital Improvements Elements to ensure all local government comprehensive plan elements within the County are consistent with each other.

In 2011, growth management law was amended and the PSFE became voluntary. The PSFE has been left in place as a mechanism to ensure adequate capacity is maintained in the school system.

The following sections present the standards with which the School Board evaluates school facilities; an inventory of existing facilities and planned future facilities; an evaluation of the school system based on these standards and determination of need; an analysis of funding; an analysis of coordination between school planning and local land use planning; and objectives and policies for such coordination.

The data and analysis supports the adopted Goals, Objectives and Policies of the Public School Facilities Element required to implement school concurrency. The study evaluates the school system and its relationship to development and growth from both a countywide perspective and within concurrency service areas. The findings and conclusions support the goals, objectives and policies of the element including the establishment of levels of service standards and the delineation of concurrency service areas.

Public School Facilities Element (PSFE) Requirements

The Florida Legislature progressively strengthened the ties between school planning and general land use and comprehensive planning through amendments to Chapters 163 and 1013, Florida Statutes.

The 2005 Legislature mandated that the availability of public schools be made a prerequisite for the approval of residential construction and directed a closer integration of planning for school capacity with comprehensive planning. While the PSFE is now mandatory, the Element was created to meet the requirements of the 2005 legislation which:

- *requires that existing Interlocal Agreements between school boards and local governments be updated and expanded to comply with the legislation;*
- *requires each local government[1] to adopt a PSFE as part of its comprehensive plan;*
- *mandates school concurrency;*
- *requires that local governments update their Intergovernmental Coordination Elements to coordinate public school planning;*
- *requires that procedures for comprehensive plan amendments related to Capital Improvement Element updates; and,*
- *requires the establishment of a process and uniform methodology for proportionate share mitigation.*

The 2005 law required that local governments adopt a public school facilities element as a part of their comprehensive plans to establish a framework for the planning of public schools (Section 163.3177(12), Florida Statutes). Local governments were granted approximately three years to adopt a public school facilities element. As directed by the legislation, the Florida Department of Community Affairs established a phased schedule for adoption of the elements with each local government adopting no later than December 1, 2008[2]. This schedule established due dates which were staggered throughout the course of the 2008 calendar year. In addition, the Legislature established enforcement mechanisms should a local government and school district fail to adopt a public school concurrency program.[3]

The data and analysis portion of the PSFE must address[4]:

- *how level-of-service (LOS) standards will be achieved and maintained;*
- *the interlocal agreement adopted pursuant to Section 163.31777, Florida Statutes, and the five-year school district facilities work program adopted pursuant to s. 1013.35;*

[1] Some local governments may qualify for exemption under s. 163.3177(12)(a)and (b), F.S.
[2] s. 163.3177(12)(i), F.S.
[3] s. 163.3177(12)(j & k), F.S.
[4] s. 163.3177(12)(c), F.S.

- *the educational plant survey prepared pursuant to Section 1013.31, Florida Statutes, and an existing educational and ancillary plant map or map series;*
- *information on existing development and development anticipated for the next five years and the long-term planning period;*
- *an analysis of problems and opportunities for existing schools and schools anticipated in the future;*
- *an analysis of opportunities to co-locate future schools with other public facilities such as parks, libraries, and community centers;*
- *an analysis of the need for supporting public facilities for existing and future schools;*
- *an analysis of opportunities to locate schools to serve as community focal points;*
- *projected future population and associated demographics, including development patterns year by year for the upcoming five-year and long-term planning periods; and,*
- *anticipated educational and ancillary plants with land area requirements.*

The legislation prescribed the following minimum content requirements for goals, objectives, and policies[5]:

- *procedure of annual update process;*
- *procedure for school site selection;*
- *procedure for school permitting;*
- *provision of infrastructure necessary to support proposed schools; and,*
- *provision for co-location of other public facilities in proximity to public schools; provision for location of schools proximate to residential areas and to complement patterns of development; measures to ensure compatibility of school sites and surrounding land uses; and coordination with adjacent local governments and the school district on emergency preparedness issues.*

In addition, the element was to include one or more future conditions maps which generally depict the anticipated location of educational and ancillary plants anticipated over the five-year and long-term planning period.

- *depict the anticipated location of educational and ancillary plants, including the general location of improvements to existing schools or new schools anticipated over the five-year or long-term planning period; and*

[5] s. 163.3177(12)(g), F.S.

The maps will be general for the long-term planning period and more specific for the five-year period. Maps indicating general locations of future schools or school improvements may not prescribe a land use on a particular parcel of land.

Chapter 2: Existing Community Conditions

Introduction

Wakulla County is situated in Florida's panhandle bordering the Gulf of Mexico and encompassing a total land area of 607 square miles. The population is 30,776 as of the 2010 U.S. Census (refer to **PSFE Table 1**). The municipalities of St. Marks and Sopchoppy are located within the County.

The primary purpose of this analysis is to 1) describe the historical and current relationship between population, housing and school enrollment and 2) provide a framework for projecting the demands of growth on school capacity.

Population & Housing

The population of Wakulla County has grown rapidly since 1970 and the rate of population growth has been increasing. This growth has primarily occurred within the unincorporated area and is undoubtedly driven by the development in North Wakulla County influenced by the growth of the Tallahassee Urbanized Area. Much of the future growth can be expected to occur in unincorporated areas of Wakulla County.

PSFE Table 1: Wakulla County Population Growth – 1950-2010

Year	Wakulla County Total Population	10 Yr Increase	Average 10-year Growth (%)	Unincorporated Wakulla County	10 Yr Increase	Unincorporated as % of Total
1950	5,258	-	-	-	-	-
1960	5,257	-1	0%	-	-	-
1970	6,308	1,051	20%	5,482	-	-
1980	10,887	4,579	73%	10,157	4,675	93.3%
1990	14,202	3,315	30%	13,582	3,425	95.6%
2000	22,863	8,661	61%	22,165	8,583	96.9%
2010	30,776	7,913	35%	31,678	9,513	97.8%

Source: University of Florida, Bureau of Economic and Business Research. Data From The U.S. Census Bureau
** University of Florida, Bureau of Economic and Business Research, 4/1/10 – Estimated 10 Yr Increase*

As shown in **PSFE Table 2**, the cities of St. Marks and Sopchoppy have shown only modest growth in recent decades, with little growth expected within these areas.

PSFE Table 2: Wakulla County Population Characteristics by City

Year	*St. Marks*	*Sopchoppy*	*Unincorporated County*
1990	307	367	13,582
2000	272	426	22,165
2010	293	457	30,026
2010 Population Characteristics			
% Under 18	17.7%	24.7%	22.5%
% Over 65	14.0%	21.2%	10.7%

Source: University of Florida, Bureau of Economic and Business Research, 4/1/10 – Estimated 10 yr Increase
U.S. Census Bureau, Census 2000, U.S. Census Bureau, Census 2010

School Age Population

As noted below, Wakulla County's school age population (5-17) represents 19.68% of the total population compared to 16.9% for the State in 2000. This percentage was forecasted to decline after 2005 due to the aging of the population and the tendency toward smaller families. As a result, the school age population is expected to increase at a slower rate than the population as a whole.

PSFE Table 3: School Age & Total Population, 2000 - 2030

Year	*School Age Population (Ages 5-17)*	*Numerical Change*	*Average Annual Percent Change*	*Total Population*	*Numerical Change*	*Average Annual Percent Change*	*School Age Population (% of Total)*
2000	4,512			22,863			19.68%
2010	5,185	673	1.49%	30,776	7,913	3.46%	16.85%
2015**	5,467	282	1.09%	33,300	2,524	1.64%	16.42%
2020**	6,109	642	2.34%	37,750	4,450	2.67%	16.18%
2025**	6,672	563	1.84%	41,550	3,800	2.01%	16.06%
2030**	6,815	143	0.43%	45,300	3,750	1.81%	15.04%

Source: Financial Management and Performance Audit Wakulla County, URBANOMICS November 2011
** Using an average of the Medium and High BEBR Projections

Housing Characteristics

The effect of a slightly higher percentage of school age children than that of the State is reflected in the housing inventory and the average household size as show in **PSFE Table 4**. These characteristics will result in a slightly higher student generation rate per household.

PSFE Table 4: Wakulla County 2010 Housing Characteristics

	Sopchoppy	*St. Marks*	*Unincorporated County*	*Total County*
Population	457	293	30,026	30,776
Total Housing Units	268	145	12,330	12,804
Occupied Housing Units	194	145	10,151	10,490
% Occupied	72.4%	70.4%	82.3%	81.9%
Vacant Housing Units	74	61	2,179	2,314
% Vacant (units)	27.6%	29.6%	17.7%	18.1%
% Seasonal (units)	7.8% (21)	18.0% (37)	8.1% (999)	8.3% (1,057)
Average Household Size (occupied units)	2.36	2.02	2.96	2.93

Source: US Bureau of the Census, 2010 Census

PSFE Table 5: Wakulla County 2010 Housing Characteristics Increases From 2000 Housing Characteristics

Increase in: Population	3,909
Occupied Housing Units	665
Unoccupied Housing Units	944
Average Household Size (Occupied Units)	0.19

Source: PSFE Report Dated 11/29/10, US Bureau of the Census, 2010 Census

Schools

The public school system in Wakulla County has expanded to meet the needs of growth. A profile of this system is provided in this section.

Historic Overview

The growth of the public school system is reflected in **PSFE Table 6**. As noted, 26% of the physical plant was constructed in the last 10 years with 64% being constructed during the last 20 years. No school physical plant was in place prior to 1962 (50 years).

Current State of Public Schools

As of June 2012, the Florida Department of Education records indicate that the overall FISH (Florida Inventory of School Houses) capacity of the public school system in Wakulla County is

5,646 (**PSFE Table 6**). All of this capacity is housed in permanent structures with no student stations in portables (relocatables). The District maintains approximately 809,332 thousand square feet of school facilities with 337,339 square feet (42%) being used for instructional purposes in classrooms only. The net instructional space does not include gymnasiums, libraries, cafeterias, media centers and other ancillary student areas.

PSFE Table 6: 2011-12 Wakulla School District - Florida Inventory of School Houses (FISH)

PHYSICAL PLANT	
Schools	7
Permanent Buildings*	33
Relocatable Buildings*	0
Permanent Stations*	5,881
Relocatable Stations*	0
Total Stations*	5,851
CAPACITY*	5,646
Permanent Classrooms*	292
Relocatable Classrooms*	0
Total Classrooms*	292
TOTAL NET SQ FT*	809,332
Permanent Net Sq Ft*	809,332
Relocatable Net Sq Ft	0
Instructional Net Sq Ft	337,339
AGE of PHYSICAL PLANT	
% Sq Ft 1 – 10 Years Old	26%
% Sq Ft 11 – 20 Years Old	38%
% Sq Ft 21 – 30 Years Old	8%
% Sq Ft 31 – 40 Years Old	16%
% Sq Ft 41 – 50 Years Old	12%
% Sq Ft Over 50 Years Old	0%
Average Age	20

Source: FISH, Florida Department of Education, Office of Educational Facilities; District Analysis of FISH.
* Wakulla County School Board

The public schools within Wakulla County are listed in **PSFE Table 7** along with enrollment and capacity figures and the existing level of service provided by the facility. The 2011-12 FISH Capacity data has been adjusted to reflect the constitutional "class size" amendment. As noted, the District operates within 100% of its capacity district-wide.

PSFE Table 7: 2012-13 Inventory of Wakulla Public Schools K-12			
School Name	**2012-2013 Actual FISH Capacity (1)**	**2011-2012 Actual FTE Student Enrollment (2)**	**LOS (Enrollment to Capacity)**
Elementary Schools			
Crawfordville Elementary	699	594	85%
Medart Elementary	669	545	81%
Shadeville Elementary	745	674	90%
Riversink Elementary	655	446	68%
Total	**2,768**	**2,259**	**82%**
Middle Schools			
Riversprings Middle	613	549	90%
Wakulla Middle	788	585	74%
Total	**1,401**	**1,134**	**81%**
High School			
Wakulla Senior High **Total**	**1,477**	**1174**	**80%**
District Total (All Public Schools)	**5,646**	**4,567**	**81%**
Charter Schools			
C.O.A.S.T Charter School	192 (3)	133	69%
Grand Total	**5,838**	**4,700**	**80%**

1 - Wakulla School District; 2012-13 Five Year District Facilities Plan
2 – 2011-12 Actual FTE Enrollment is used in this column which is consistent with the 2012-13 Five Year District Facilities Plan
3- The District does not maintain and compile capacity data for charter schools.

Charter Schools

The Wakulla County School District charters one school located in St. Marks. Although, charter schools are classified as public schools, the enrollment within this school is not projected by the Florida Department of Education as public school enrollment.

Relocatables (Portables)

The District does not currently maintain relocatables or portables (Refer to **PSFE Table 8**). As shown in **PSFE Table 8**, the District does not project any student stations in portables during the Five Year District Facilities Plan ending in School Year 2016-17.

PSFE Table – 8: 2016-17 Use of Relocatables

School	*No of Relocatables*	*Student Stations*
Elementary Schools		
Crawfordville Elementary	0	0
Medart Elementary	0	0
Riversink Elementary	0	0
Shadeville Elementary	0	0
Middle Schools		
Riversprings Middle	0	0
Wakulla Middle	0	0
High Schools		
Wakulla Senior High	0	0
Total	**0**	**0**

Source: Wakulla County School District; 2012-13 Five Year District Facilities Plan

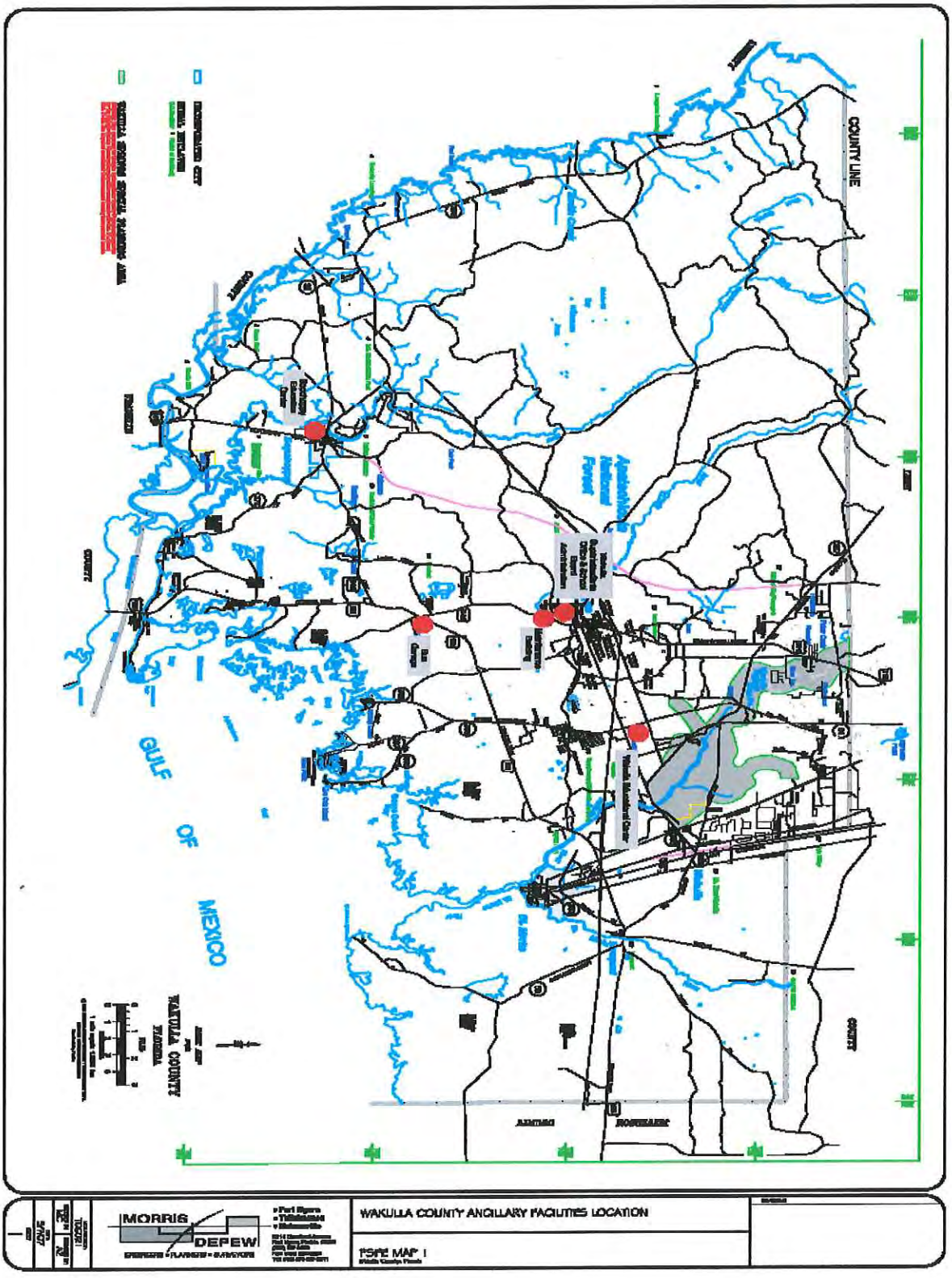
Ancillary Facilities

Ancillary facilities provide general support for the operation of the District not related to individual schools and instruction of K-12 students. An inventory, including the square feet and acreage, of these facilities is provided by **PSFE Table 9**. The Wakulla Education Center and Sopchoppy Education Center provide Pre-K classes and adult education programs in the District. **PSFE Map 1** shows the location of Ancillary Facilities.

PSFE Table – 9: Ancillary Facilities Inventory

Facility	*Square Feet*	*Acres*
Bus Garage	5678	2
Maintenance Building	2,959	1
School Board Administration	59,204	18
Wakulla Education Center	50,238	22
Wakulla Superintendent's Office	5,418	1
Sopchoppy Education Center	50,922	12
Total Inventory	**173,545**	**56**

Source: Wakulla County School District

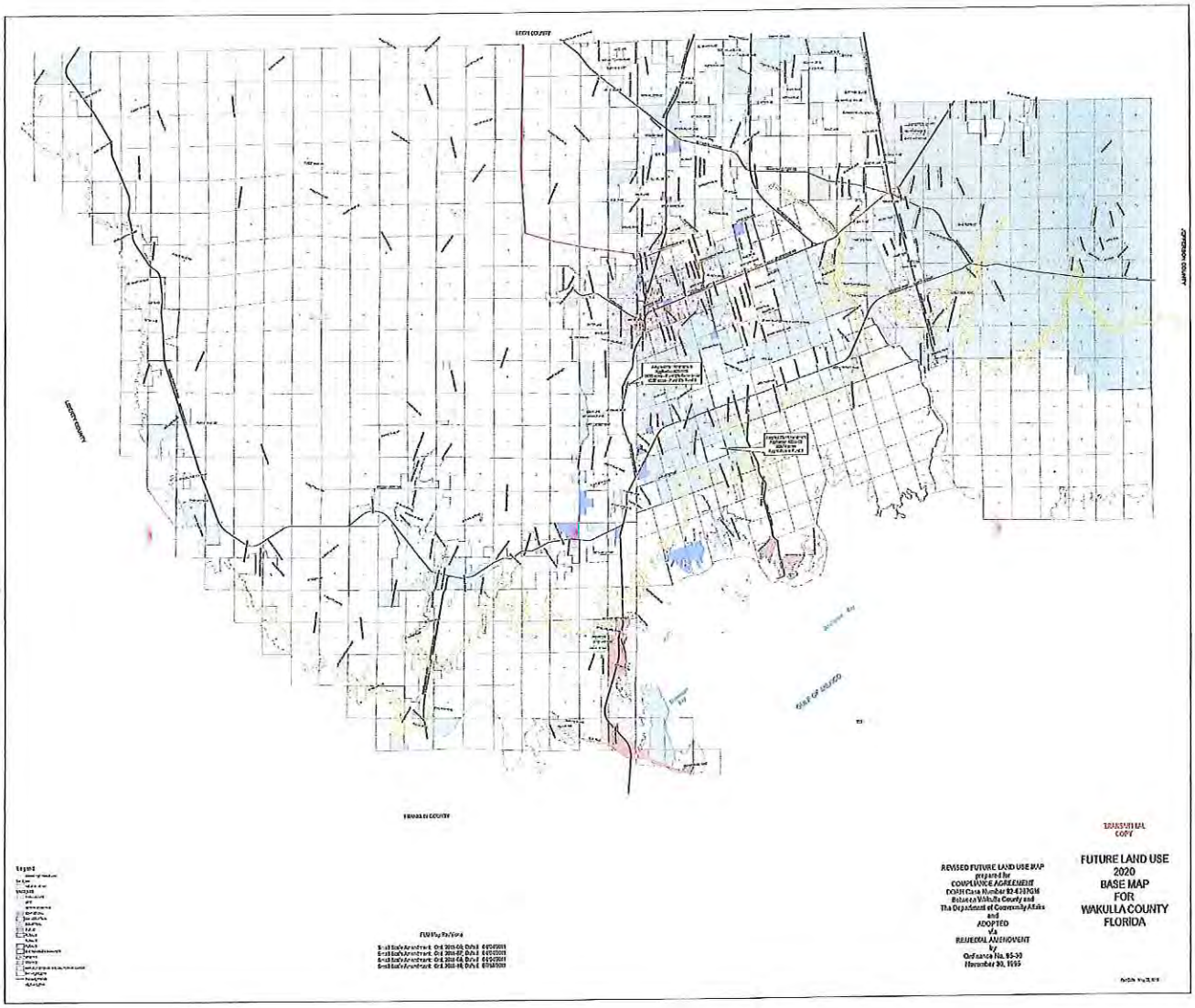

COUNTY LINE
GULF OF MEXICO
WAKULLA COUNTY
FLORIDA
MORRIS DEPEW
WAKULLA COUNTY ANCILLARY FACILITIES LOCATION
SITE MAP 1

Relationship to Wakulla County and Municipalities

The municipalities of St. Marks and Sopchoppy, and Wakulla County maintain a comprehensive plan and implement land development regulations consistent with Florida statutes and rules. This section provides a summary of the current comprehensive plan policies as they relate to school facilities planning and coordination.

Future Land Use Map

PSFE Map 2, below, shows a composite Future Land Use Map for Wakulla County. The categories of use reflect generalized land use types and densities. Below is a summary of the policies adopted in the Wakulla County comprehensive plan as they relate to school facilities:



Future Land Use Element (FLUE)/ Intergovernmental Coordination Element (ICE)

Wakulla County has adopted two policies related to the placement of schools which are shown below:

FLUE Policy 7.4: Schools shall be located in proximity to urban residential areas to the extent possible, and public facilities, such as parks, libraries and community centers shall be collocated with schools to the extent possible.

ICE Policy 1.6 School Board planning involvement with the County shall be coordinated through the County Technical Review Committee (TRC) with a School Board representative or designee assigned as a regular member, reviewing all types of development applications and commenting on said TRC recommendations to the Wakulla County Planning Commission or Local Planning Agency, and the Board of County Commissioners, and shall include coordinated school site planning and facility collocation planning and development review as required by the school planning requirements of general law.

Additionally, the Wakulla County School Board, Wakulla County Board of County Commission and the municipalities of Sopchoppy and St. Marks have an existing Interlocal Agreement for Public School Facility Planning with an effective date of October 18, 2007.

Enrollment & Capacity

The evaluation of the present and future relationship of enrollment and school capacity is fundamental to effective school facilities planning and evaluation of level of service standards. The 5-Year District Facilities Plan, and the annual Capital Outlay Full Time Equivalent (COFTE) projections (cohort-survival technique) provided by the Florida Department of Education (DOE), provide the foundation for this assessment.

Florida statutes require that the school enrollment projections made by the DOE and the school districts be reconciled with population and housing projections used for comprehensive planning purposes. Currently, the Wakulla County comprehensive plan is based on the University of Florida, Bureau of Economic & Business Research (BEBR) mid-range projections. For the purposes of the analysis included in the PSFE, the BEBR mid-range projections will be considered for projecting long range school needs.

Historic & Projected Enrollment

Current COFTE projections prepared by the DOE extend through the 2029-30 school year. **PSFE Table 10** shows the DOE COFTE projections of public school enrollment for Wakulla County.

The COFTE projections include public school students only. These projections do not include students receiving their education in private schools, by home schooling or in charter schools.

In 2005, the public school enrollment represented approximately 99.5% of the school age population.

PSFE Table 10: Public Student Enrollment, Historic & Projected

School Year	Pre K-12 Enrollment	Students Added	Percent Increase	Pre-K	Elem K-5	Middle 6-8	High 9-12
2007-08*	4,989	120	2.4%	324	2,279	1,092	1,294
2008-09*	5,070	81	1.6%	348	2,322	1,074	1,327
2009-10*	5,026	(44)	-0.9%	350	2,320	1,085	1,272
2010-11*	4,966	(60)	-1.2%	311	2,316	1,110	1,228
2011-12*	4,909	(57)	-1.1%	290	2,259	1,148	1,212
2012-13**	4,897	(12)	-0.3%	308	2,219	1,188	1,181
2013-14**	4,942	46	0.9%	297	2,255	1,182	1,208
2014-15**	4,989	47	1.0%	290	2,323	1,150	1,226
2015-16**	5,024	34	0.7%	295	2,325	1,141	1,263
2016-17**	5,096	72	1.4%	290	2,383	1,139	1,285
2017-18**	5,158	62	1.2%	295	2,432	1,152	1,279
2018-19**	5,222	64	1.2%	303	2,483	1,148	1,288
2019-20**	5,297	75	1.4%	309	2,517	1,197	1,274
2020-21**	5,405	108	2.0%	314	2,541	1,276	1,274
2021-22**	5,538	134	2.5%	320	2,603	1,321	1,295
2022-23**	5,674	135	2.4%	324	2,659	1,355	1,335

Source: Florida Department of Education, COFTE Projections, Wakulla County School District, ***July 2012***
* Actual
** Projected

In addition to the school age population projections made by BEBR at the University of Florida and the DOE COFTE projections, public school enrollment may also be projected by applying "student generation multipliers" to the housing projections. The multipliers used for this analysis were derived from the Wakulla County School. Financial Management and Performance Audit Report prepared by Urbanomics, Inc. in November 2011. The Financial Management and Performance Audit Report is based on an average of the BEBR mid-range and high-range projections.

The results of this analysis are shown in **PSFE Table 11**. The 10 year (2012-2022) growth for public school enrollment (K-12) based on the DOE COFTE projections is 730 as compared to 780 (2011-2021) using the FTE School Enrollment Projections as provided in the aforementioned Financial Management and Performance Audit Report.

PSFE Table 11: Projected Enrollment 2010-2030 based on BEBR Projections

	2010	2015	2020	2025	2030	10 YR GROWTH	20 YR GROWTH
POPULATION	*30,776*	*33,300*	*37,750*	*41,550*	*45,300*	*6,974*	*14,524*
ELEMENTARY	2,310	2,491	2,722	3,115	3,421	412	1,111
MIDDLE	1,080	1,090	1,380	1,456	1,600	300	520
HIGH	1,211	1,197	1,279	1,633	1,794	68	583
Total Number of Students	4,601	4,778	5,381	6,204	6,815	780	2,214

Source: For 2010, 2015, 2020, Table 13 of Financial Management and Performance Audit Report Wakulla County Schools, Urbanomics, Inc. October 2011; For 2025 and 2030, a multiplier was calculated based on the enrollments among the three school types (.50 for elementary, .24 for middle, and .26 for high) and applied to the projected enrollments (average of mid-range and high BEBR) presented in Table 12 of the Report.

As a general observation, DOE COFTE projections and student enrollment projections derived from BEBR projections for Florida and for Florida counties tend to diverge near the end of the 10 year projection period. This divergence may be in part explained by the methodology. The DOE COFTE projections are based on a cohort-survival technique and presume that the last five years will predict the ensuing next ten years. In contrast, student enrollment projections based on BEBR consistently predict that the proportion of school age children will decline. Although the proportion of school age children to the total population are projected to decline, the actual growth in student enrollment is significantly higher using the "student generation multiplier" over the 10 year projection period.

It is recommended that both methods be considered and compared for forecasting purposes. The DOE cohort-survival approach is considered more reliable for the short term planning period i.e. five years while the BEBR methodology may be the more reliable long term. The levels of service and the school needs projected for Wakulla County in the following sections in the first five years of this study are based on the DOE COFTE projections published in 2011.

Funding for Capital Improvements

Ultimately, the ability of Wakulla County School District to meet the capacity demands of the growing population depends upon the availability of funding for capital improvements and the efficient allocation of these funds.

The best measure of cost for public schools is the "cost per student station." All school districts track these costs and the Florida DOE maintains extensive records of school construction expenditures. These data provide the foundation for the Five-Year District Facilities Plan.

PSFE Table 12 provides an indication of the "cost per student station" that is projected during the upcoming 5 years.

PSFE Table 12: Projected Student Station Costs – 5 Yr Construction Program

Project Description	Planned Cost	Student Stations	Gross Sq. Ft	GSF/per StuSta	COST/per StuSta
2012-13 Year		0			
2013-14 Year		0			
2014-15 Year		0			
2015-16 Year		0			
2016-17 Year		0			
5 Year Total	$0	0	0	0	0

Source: Wakulla County School District; 2012-13 Five Year District Facilities Plan

As indicated in **PSFE Table 12**, the District has no programmed capacity improvements for the next five years.

The DOE student station costs for January 2013 are: $20,478 for elementary schools; $22,114 for middle schools and $28,724 for high schools. The costs per student station do not include costs for purchasing or leasing sites, building new facilities to enhanced standards as necessary to serve as public shelters or for any required off-site improvements.

PSFE Table 13 shows the projected availability of funds from established sources. The summary shows that adequate revenues will be available to support the improvements planned over the 5 year period.

PSFE Table –13: Estimated Capital Outlay Revenue

	2012-13 Actual Budget	2013-14 Projected	2014-15 Projected	2015-16 Projected	2016-17 Projected	5 Yr Total
Non – exempt property assessed valuation (.96 x 1.50 mill value) = value of 1.50-mill levy	1,742,711	1,799,100	1,865,228	1,957,106	2,071,530	9,435,675
The Millage projected for discretionary capital outlay	1.500	1.500	1.500	1.500	1.500	
Value of the portion of the 1.50-Mills Actually levied	1,742,711	1,799,100	1,865,228	1,957,106	2,071,530	9,435,675
Less amount used to purchase school busses	(97,171)	(400,000)	(400,000)	(400,000)	(400,000)	(1,697,171)
Less amount for Premium for Property Casualty Insurance	(340,725)					(340,725)
Less amount for Maintenance Expenditures	(2,354,555)					(2,354,555)
Net available 1.50-Mill for new construction	**(1,049,740)**	**1,399,100**	**1,465,228**	**1,557,106**	**1,671,530**	**5,043,225**
PECO new construction			95,389	32,318		127,707
CO & DS cash flow-through distributed	67,316	67,316	67,316	67,316	67,316	336,580
Other revenue for other capital projects	397,250	297,250	297,250	297,250	297,250	1,586,250
Impact fees received						
Un-obligated fund balance carried forward	3,202,193					3,202,193
Less Amount for Renovation /Remodeling/Maintenance Expenditures	**(2,617,019)**	**(1,763,666)**	**(1,925,183)**	**(1,953,990)**	**(2,036,096)**	**(10,295,954)**

Wakulla County Total	**0**	**0**	**0**	**0**	**0**	**0**

Source: Wakulla County School District; 2012-13 Year District Facilities Plan; district analysis.

The Capital Investment Tax (1.50 mill) is the most significant of the capital revenue sources available to Wakulla County. The District has broad discretion regarding the allocation of these funds and the revenues tend to increase with both population growth and increasing property values. As noted, the CIT revenue is projected to rise from about $1.7 million dollars annually to about $2.1 million by 2017. Approximately $9.44 million is projected to be raised over the coming 5 years with no such funds available for capacity enhancements. Notwithstanding the Special Facilities payback, currently there are no debt service obligations. Also, except for the current budget year the District does not plan to utilize any capital outlay revenue sources to pay ongoing operating costs of District facilities in the period covered by the current Five Year Facilities Plan.

Educational Facility Impact Fees were approved in January 2007 in Wakulla County. However, due to a county commission enacted moratorium on such fees and the downturn and uncertainty of the local construction industry, no impact fees are projected in the current Five Year Facilities Plan. PECO funds provided by the Department of Education are based on a demonstrated capacity need. Over the five year period, $127,707 is expected from this source for expanded capacity.

PSFE Table 14: 20 Yr Construction Program (Cost)

Facility	*5 Yr Program 2015-16*	*10 Yr Program 2020-21*	*20 Yr Program 2030-31*
Total	**$0**	**$0**	**$0**
Land Needs			
	Total Land Needs		
Source: Wakulla County School District; 2012-13 Five Year District Facilities Plan; District analysis			

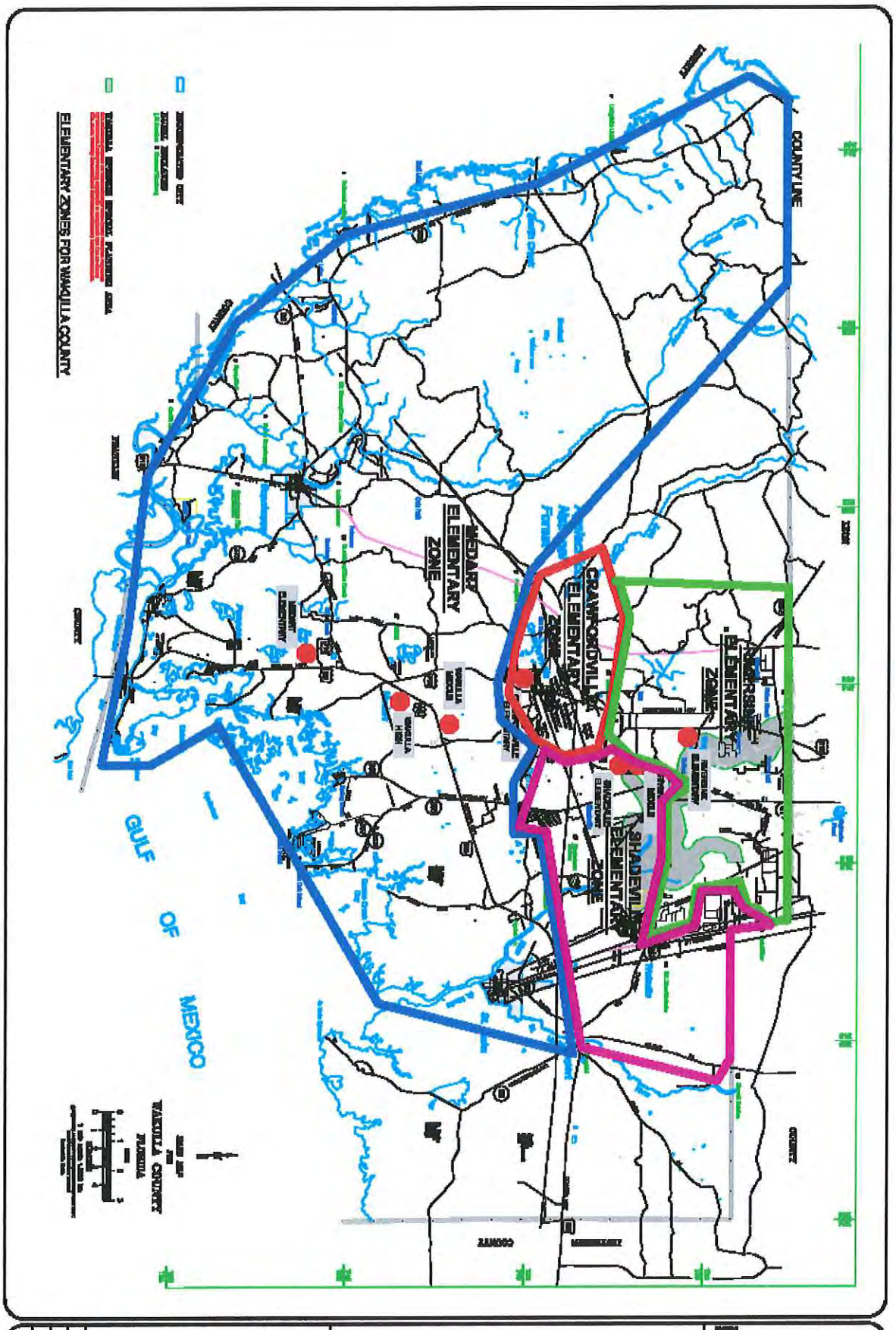
Concurrency Service Areas

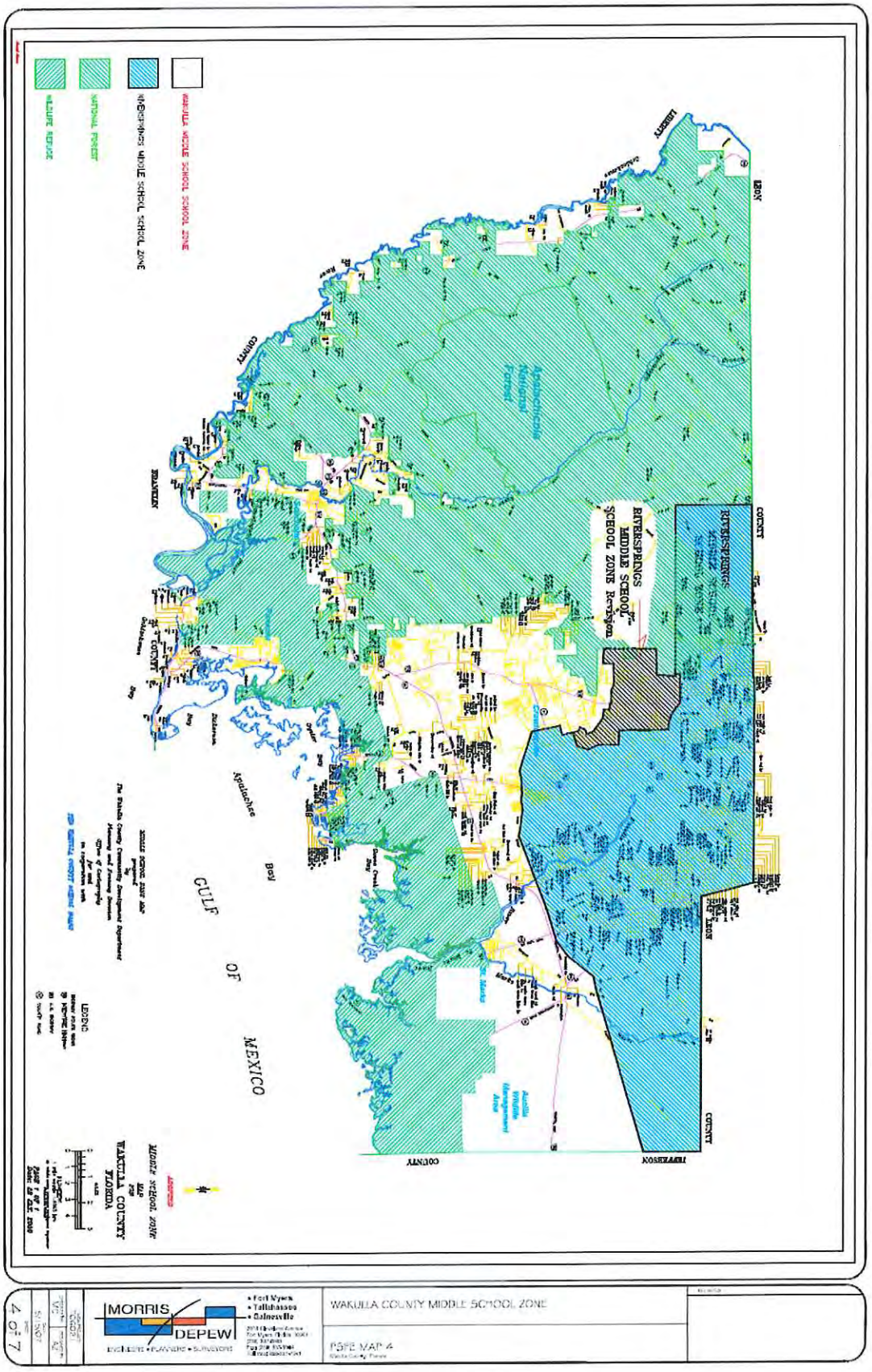
For the purposes of school planning and implementation of school concurrency, this plan proposes concurrency service areas that coincide with the student attendance zones of elementary, middle and high schools. Because student assignment for the St. Marks Charter School is not limited by conventional student attendance boundaries, their available capacity will be allocated district-wide or by other methods appropriate to the charter school.

PSFE Table 15 indicates that there are 4 elementary schools, 2 middle schools and 1 high school concurrency service areas for Wakulla County. **PSFE Maps 3 and 4** show the geographic location of concurrency service areas for elementary and middle schools. The entire school district will serve as the concurrency service area for Wakulla Senior High School.

PSFE Table 15: Concurrency Service Areas (CSA)

Type of School	Educational Facilities	CSA
Elementary Schools	• Crawfordville Elementary • Medart Elementary • Shadeville Elementary • Riversink Elementary	School Attendance Zones
Middle Schools	▪ Riversprings Middle ▪ Wakulla Middle	School Attendance Zones
High School	• Wakulla Senior High	School Attendance Zones


ELEMENTARY ZONES FOR WAKULLA COUNTY
COUNTY LINE
MEDART ELEMENTARY ZONE
CRAWFORDVILLE ELEMENTARY ZONE
SHADEVILLE ELEMENTARY ZONE
GULF OF MEXICO
WAKULLA COUNTY FLORIDA
MORRIS DEPEW
ELEMENTARY ZONES FOR WAKULLA COUNTY
PSHE MAP 9


WILDLIFE REFUGE
NATIONAL FOREST
WAKULLA MIDDLE SCHOOL SCHOOL ZONE
WAKULLA MIDDLE SCHOOL SCHOOL ZONE
RIVERSPRINGS MIDDLE SCHOOL SCHOOL ZONE Revision
Apalachicola National Forest
GULF OF MEXICO
LEGEND
WAKULLA COUNTY FLORIDA
4 of 7
MORRIS DEPEW
ENGINEERS • PLANNERS • SURVEYORS
Fort Myers
Tallahassee
Gainesville
WAKULLA COUNTY MIDDLE SCHOOL ZONE
PSFE MAP 4

School Needs

To assess the school needs for Wakulla County, the 2012-13 FISH capacity for permanent student stations and enrollment is used to establish the existing level of service. The 5 Year District Facilities Plan is then examined in relation to DOE COFTE projections for the 5 year and 10 year period and enrollment projections based on population and housing growth using the BEBR medium range projections for the 20 year period. The result of this analysis is summarized in **PSFE Tables 16, 17** and **19.**

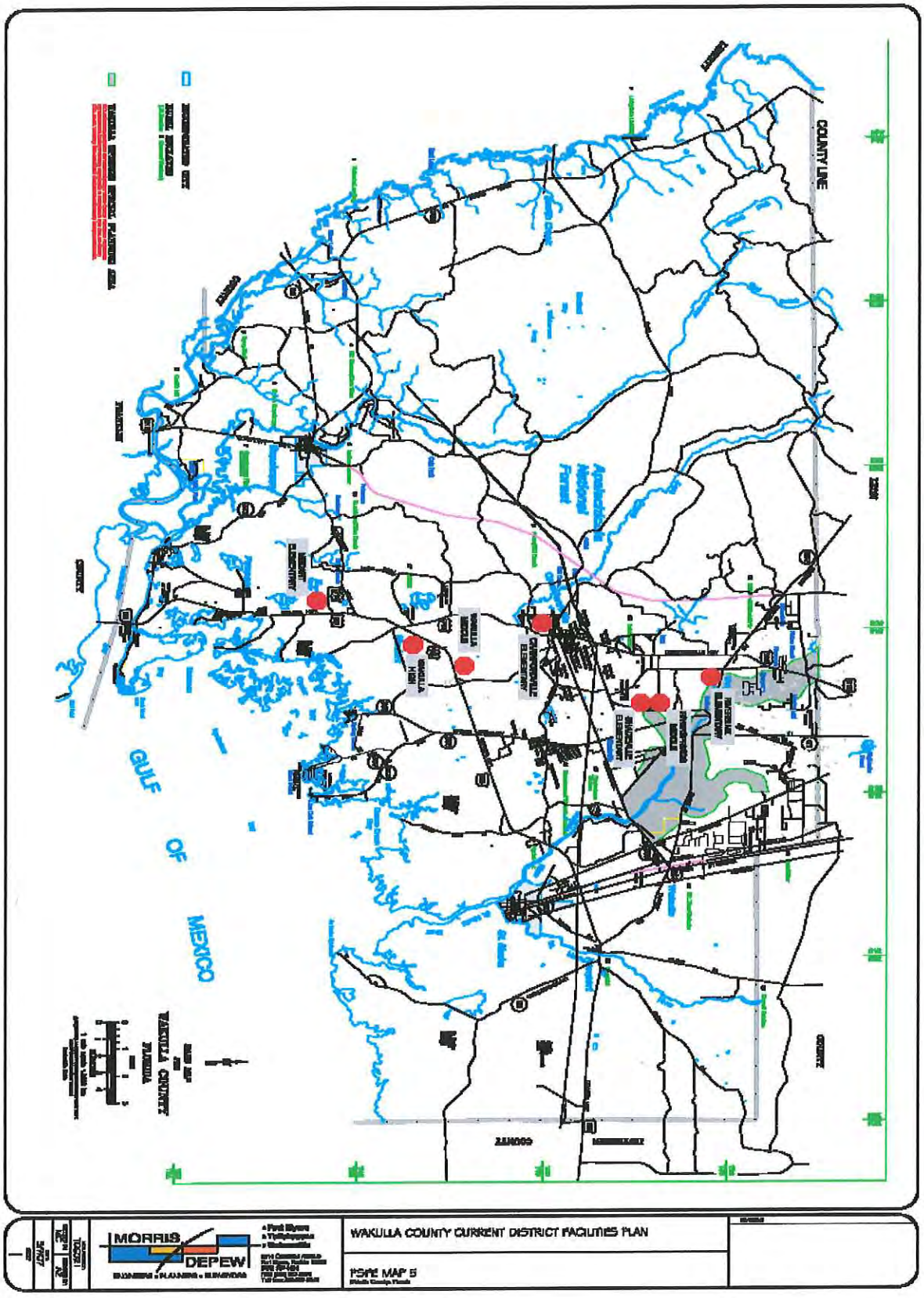
Elementary School Concurrency Service Areas

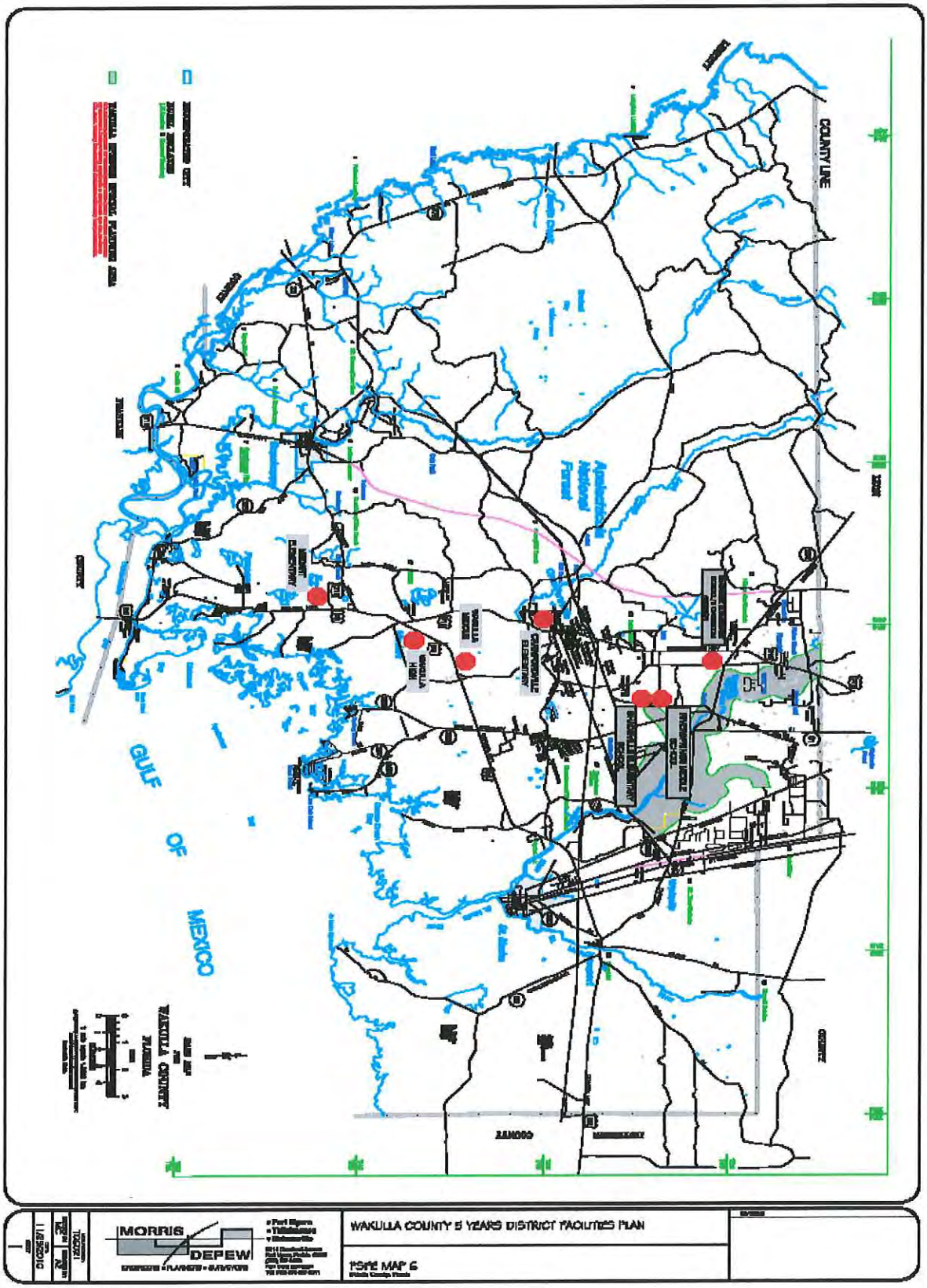
Wakulla County has 4 elementary schools with a total permanent FISH capacity of 2,768 student stations. The 2011-12 elementary school enrollment was 2,259 representing a district-wide level of service of 82%. The adopted level of service standard for elementary schools is 100%.

5-Year Plan

As indicated in **PSFE Table 16**, the 5-Year District Facilities Plan does not anticipate any planned improvements during the 5 year period for elementary schools. All elementary schools will achieve the adopted level of service standard of 100% within the 5 year period (refer to **PSFE Table 17** for a year by year analysis of the 5 year program).

PSFE Map 5 shows the location of elementary schools and **PSFE Map 6** shows the improvements planned by 2016-17.


COUNTY LINE
GULF OF MEXICO
WAKULLA COUNTY
FLORIDA
MORRIS DEPEW
WAKULLA COUNTY CURRENT DISTRICT FACILITIES PLAN
INSET MAP 5


COUNTY LINE
GULF OF MEXICO
WAKULLA COUNTY
FLORIDA
MORRIS DEPEW
WAKULLA COUNTY 5 YEARS DISTRICT FACILITIES PLAN
SITE MAP 6

Land Requirements

No additional land acquisition for elementary school sites is anticipated for the 5 year period.

Supporting Infrastructure

No additional infrastructure needs have been identified for the 5 year period.

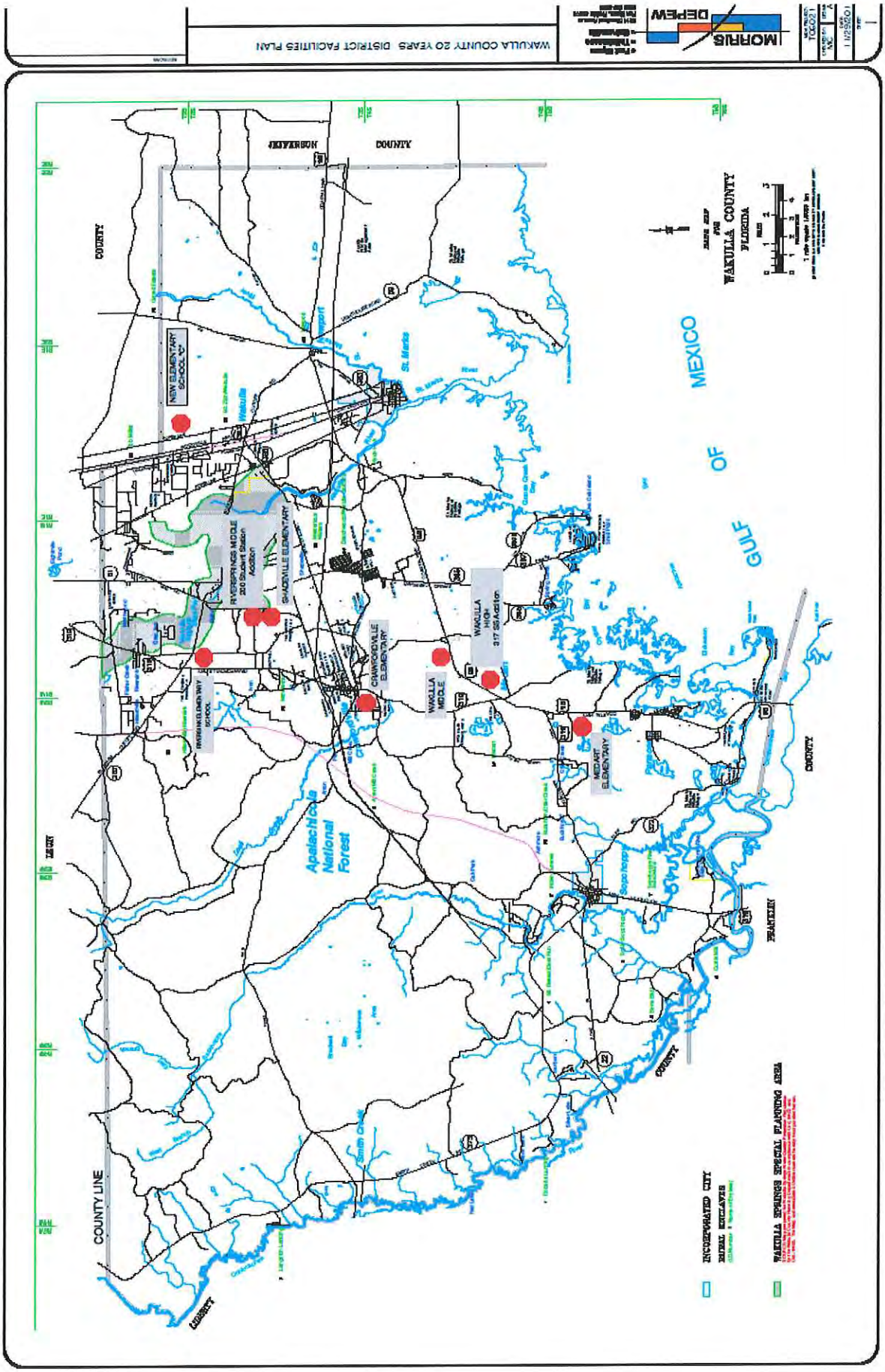
Ancillary Facilities

The current inventory of ancillary facilities (refer to **PSFE Table 9**) is adequate to support the school system through the 2016-17 school year.

10 and 20 Year Program

The 10 year program indicates that all elementary schools will be operating within the adopted level of service standard. The projected capacity for the 10 year period of 2768 will accommodate a projected enrollment of 2,659 with a district-wide level of service of 96% (See **PSFE Table 19)**.

The 20 year program indicates the addition of a new elementary school "C" with 653 additional student stations bringing the projected capacity to 3,421. This capacity will be sufficient to accommodate projected elementary school enrollment of 3,421 through the Year 2030 (Refer to **PSFE Table 11**). **PSFE Map 7** shows the improvements planned by 2030.


WAKULLA COUNTY 20 YEARS DISTRICT FACILITIES PLAN
MORRIS DEPEW
WAKULLA COUNTY
FLORIDA
JEFFERSON COUNTY
LEON COUNTY
GULF OF MEXICO
NEW ELEMENTARY SCHOOL #2
RIVERSPRINGS MIDDLE 250 Student Station Addition
SHADEVILLE ELEMENTARY
RIVERSINK ELEMENTARY SCHOOL
CRAWFORDVILLE ELEMENTARY
WAKULLA MIDDLE
WAKULLA HIGH 317 SEAT ADD
MEDART ELEMENTARY
Apalachicola National Forest
COUNTY LINE
FRANKLIN COUNTY
GADSDEN COUNTY
LIBERTY COUNTY
INCORPORATED CITY
RURAL ENCLAVES
WAKULLA SPRINGS SPECIAL PLANNING AREA

Land Requirements and Supporting Infrastructure

The School District will need to acquire an additional acreage to support the 20 year program. The School District is currently negotiating for the donation of an 80 acre site for the new elementary school "C". Water and sewer facilities will be provided by the developer to the site. The school district will be responsible for traffic signalization, acceleration/deceleration lanes, school cross walks and/or flashing zone lights and sidewalks on school board property.

Ancillary Facilities

The current inventory of ancillary facilities is adequate to support the 10 and 20 year programs.

Middle School Concurrency Service Areas

Wakulla County has 2 middle schools with a total permanent FISH capacity of 1,401 student stations. The 2011-12 middle school enrollments were 1,134 representing a district-wide level of service of 81%. The adopted level of service standard for middle schools is 100%. As shown in **PSFE Table 16**, all middle schools are operating within the established level of service standard.

5-Year Plan

As indicated in **PSFE Table 16**, the 5-Year District Facilities Plan has no capacity enhancements during the 5 year period. All middle schools will be operating within the adopted level of service standard of 100% during the 5 year period.

PSFE Map 5 shows the location of middle schools and **PSFE Map 6** shows the improvements planned by 2016-17.

Land Requirements

No additional land acquisition for middle schools is anticipated for the 5 year period.

Supporting Infrastructure

No additional infrastructure needs have been identified for the 5-year period.

Ancillary Facilities

The current inventory of ancillary facilities (refer to **PSFE Table 9**) is adequate to support the school system through the 2016-17 school year.

10 and 20 Year Program

The 10 year program indicates that all middle schools will be operating within the established level of service standard (See **PSFE Table 19**). The projected capacity for the 10 year period of 1,401 will accommodate a projected enrollment of 1,355 with a district-wide level of service of 96%.

The 20 year program will add an additional 200 student stations at Riversprings Middle School which will bring the projected capacity to 1601. This capacity will be sufficient to accommodate a projected enrollment of 1,600 with a district-wide level of service of 100% (Refer to **PSFE Table 11**). **PSFE Map 7** shows the improvements planned by 2030.

Land Requirements and Supporting Infrastructure

No additional land acquisition and no additional infrastructure needs for middle schools have been identified for the 10 or 20 year program.

Ancillary Facilities

The current inventory of ancillary facilities is adequate to support the 10 and 20 year programs.

High School Concurrency Service Areas

Wakulla County has 1 high school with a total permanent FISH capacity of 1,477 student stations. The 2011-12 high school enrollment was 1,174 representing a district-wide level of service of 79%. The adopted level of service standard for high schools is 100%. As shown in **PSFE Table 16**, Wakulla High School is operating within the established level of service standard.

5-Year Plan

As indicated in **PSFE Table 16**, the 5-Year District Facilities Plan does not anticipate any planned improvements during the 5 year period for high schools. Wakulla High School will be operating within the adopted level of service standard of 100% during the 5 year period.

PSFE Map 5 shows the location of Wakulla High School. No improvements are planned for the 2016-17 period.

Land Requirements

No additional land acquisition for high schools is anticipated for the 5 year period.

Supporting Infrastructure

No additional infrastructure needs have been identified for the 5-year period.

Ancillary Facilities

The current inventory of ancillary facilities (refer to **PSFE Table 9**) is adequate to support the school system through the 2016-17 school year.

10 and 20 Year Program

The 10 year program indicates that Wakulla Senior High will be operating within the established level of service standard (See **PSFE Table 19**). The projected capacity for the 10 year period of 1,477 will accommodate a projected enrollment of 1,355 with a district-wide level of service of 90%.

The 20 year program will add an additional 317 student stations at Wakulla Senior High which will bring the projected capacity to 1,794 (See **PSFE Table 11**). The projected capacity for the 20 year period of 1,794 will accommodate a projected enrollment of 1,794 with a district-wide level of service of 100%.

Land Requirements and Supporting Infrastructure

No additional land acquisition and no additional infrastructure needs for high schools have been identified for the 10 or 20 year program.

Ancillary Facilities

The current inventory of ancillary facilities is adequate to support the 10 and 20 year programs.

PSFE Table 16: Wakulla Concurrency Service Area - 5 Year District Facilities Plan K-12

	Site Size Acres	Satisfactory Student Stations	Actual FISH Capacity	Actual FTE Student Enrollment	Level of Service	Projected Capacity (1)	Projected CO-FTE Enrollment	Projected Level of Service (2)
	2012-13	2012-13	2012-13	2011-12	% of Capacity	2016-17	2016-17	% of Capacity
Elementary Schools K-5								
Crawfordville Elementary	65	699	699	594	85%	699	602	86%
Medart Elementary	27	669	669	545	81%	669	576	86%
Shadeville Elementary	40	745	745	674	90%	745	641	86%
Riversink Elementary	25	655	655	446	68%	655	564	86%
Total Elementary Schools	**157**	**2,768**	**2,768**	**2,259**	**82%**	**2,768**	**2,383**	**86%**
Middle Schools 6-8								
Riversprings Middle	40	682	613	549	90%	613	498	81%
Wakulla Middle	30	876	788	585	74%	788	641	81%
Total Middle Schools	**70**	**1,556**	**1,401**	**1,134**	**81%**	**1,401**	**1,139**	**81%**
High School 9-12								
Wakulla Senior High	49	1,555	1,477	1,174	79%	1,477	1,285	87%
Total High School	**49**	**1,555**	**1,477**	**1,174**	**79%**	**1,477**	**1,285**	**87%**
District Total	**276**	**5,881**	**5,646**	**4,567**	**81%**	**5,646**	**4,807**	**85%**
Charter Schools								
COAST Charter School	4	192	192	133	69%	192	150	78%
District Total								
District Total Including Charter Schools	**280**	**6,073**	**5,838**	**4,700**	**81%**	**5,838**	**4,957**	**85%**

Source: Wakulla County School District; 2012-13 Five Year District Facilities Plan: District analysis
(1) Includes Classroom Additions
(2) Projected Average School LOS Within Grade level

PSFE TABLE 17: WAKULLA COUNTY SCHOOL DISTRICT: SCHOOLS DISTRICT FACILITIES PLAN
Table 17a: 5 Year Plan: Program Capacity by Year

		2012-13	2013-14	2014-15	2015-16	2016-17
Elementary						
Crawfordville Elementary		699	699	699	699	699
Medart Elementary		669	669	669	669	669
Shadeville Elementary		745	745	745	745	745
Riversink Elementary		655	655	655	655	655
Total Elementary (1)		**2,768**	**2,768**	**2,768**	**2,768**	**2,768**
Middle Schools						
Riversprings Middle		613	613	613	613	613
Wakulla Middle		788	788	788	788	788
Total Middle		**1,401**	**1,401**	**1,401**	**1,401**	**1,401**
Senior High						
Wakulla Senior High		1,477	1,477	1,477	1,477	1,477
Total Senior High		**1,477**	**1,477**	**1,477**	**1,477**	**1,477**
Total						
District Total		**5,646**	**5,646**	**5,646**	**5,646**	**5,646**

Source: Wakulla County School District; 2012-13 Five Year District Facilities Plan; District Analysis (1) Does Not Include Pre-K

PSFE TABLE 17: WAKULLA COUNTY SCHOOL DISTRICT: SCHOOLS DISTRICT FACILITIES PLAN
Table 17b: 5 Year Plan: Projected Student Enrollment by Year

		2012-13	2013-14	2014-15	2015-16	2016-17
Elementary						
Crawfordville Elementary		560	569	587	587	602
Medart Elementary		536	545	561	562	576
Shadeville Elementary		597	607	625	626	641
Riversink Elementary		525	534	550	550	564
Total Elementary (1)		**2,219**	**2,255**	**2,323**	**2,325**	**2,383**
Middle Schools						
Riversprings Middle		520	517	503	499	498
Wakulla Middle		668	665	647	642	641
Total Middle		**1,188**	**1,182**	**1,150**	**1,141**	**1,139**
Senior High						
Wakulla Senior High		1,181	1,208	1,226	1,263	1,285
Total Senior High		**1,181**	**1,208**	**1,226**	**1,263**	**1,285**
Total						
District Total		**4,588**	**4,645**	**4,699**	**4,729**	**4,807**

Source: Florida Department of Education, COFTE Projections, Wakulla County School District, ***July 2012***; District Analysis (1) Does Not Include Pre-K

PSFE TABLE 17: WAKULLA COUNTY SCHOOL DISTRICT: SCHOOLS DISTRICT FACILITIES PLAN
Table 17c: 5 Year Plan: Projected Level of Service by Year

		2012-13	2013-14	2014-15	2015-16	2016-17
Elementary Deficiency = (-)/Surplus = (+)						
Crawfordville Elementary		80% (139+)	81% (130+)	84% (112+)	84% (112+)	86% (97+)
Medart Elementary		80% (133+)	81% (124+)	84% (108+)	84% (107+)	86% (93+)
Shadeville Elementary		80% (148+)	81% (138+)	84% (120+)	84% (119+)	86% (104+)
Riversink Elementary		80% (130+)	81% (121+)	84% (105+)	84% (105+)	86% (91+)
Total Elementary (1)		**80% (549+)**	**81% (+513)**	**84% (445+)**	**84% (443+)**	**86% (385+)**
Middle Schools Deficiency = (-)/Surplus = (+)						
Riversprings Middle		85% (93+)	84% (96+)	82% (110+)	81% (114+)	81% (115+)
Wakulla Middle		85% (120+)	84% (123+)	82% (141+)	81% (146+)	81% (147+)
Total Middle		**85% (213+)**	**84% (219+)**	**82% (251+)**	**81% (260+)**	**81% (262+)**
Senior High Deficiency = (-)/Surplus = (+)						
Wakulla Senior High		80% (296+)	82% (269+)	83% (251+)	86% (214+)	87% (192+)
Total Senior High		**80% (296+)**	**82% (269+)**	**83% (251+)**	**86% (214+)**	**87% (192+)**
Total						
District Total		**81% (1,058+)**	**82% (1,001+)**	**83% (947+)**	**84% (917+)**	**85% (839+)**

Source: Wakulla Public Schools 2012 CO-FTE Forecast (1) Does Not Include Pre-K

PSFE Table 18: Long Range District Facilities Program

Facility	*5 Yr Program*			*10 Yr Program*			*20 Yr Program*		
	Permanent Capacity Added	Cost (million)	Cost per Student Station	Permanent Capacity Added	Cost (million)	Cost per Student Station	Permanent Capacity Added	Cost (million)	Cost per Student Station
New Elementary School "C"							653	$20,177,000	$30,899
Riversprings 9 Classroom Addition							200	$5,769,200	$28,846
Wakulla High School 13 classroom Addition							317	$11,412,000	$36,000
Total							**853**		
				20 Yr Program Total			**853**	**$25,946,200**	**$59,745**
Land Needs	**Sites Acquired**						**1 site /25 ac**		
				Total Land Needs			**1 site / 25 ac**		

Source: Wakulla School District; 2011-12 Five Year District Facilities Plan (NOTE: the DOE template for the 2012-13 did not require such information); District Analysis

PSFE Table 19: 10 Yr District Facilities Plan

School	2012-13			2016-17			2021-22		
	Actual FISH Capacity	Actual FTE Student Enrollment (1)	LOS	Projected Capacity	Projected CO-FTE Enrollment (2)	Projected LOS	Projected Capacity	Projected CO-FTE Enrollment (2)	Projected LOS
Elementary(2)									
Crawfordville Elementary	699	594	85%	699	602	86%	699	671	96%
Medart Elementary	669	545	81%	669	576	86%	669	643	96%
Shadeville Elementary	745	674	90%	745	641	86%	745	716	96%
Riversink Elementary	655	446	68%	655	564	86%	655	629	96%
TOTAL ELEMENTARY	**2,768**	**2,259**	**82%**	**2,768**	**2,383**	**86%**	**2,768**	**2,659**	**96%**
Middle									
Riversprings Middle	613	549	90%	613	498	81%	613	451	74%
Wakulla Middle	788	585	74%	788	641	81%	788	579	74%
TOTAL MIDDLE	**1,401**	**1,134**	**81%**	**1,401**	**1,139**	**81%**	**1,401**	**1,355**	**97%**
Senior High									
Wakulla Senior High	1,477	1,174	79%	1,477	1,285	87%	1,477	1,335	90%
TOTAL HIGH	**1,477**	**1,174**	**79%**	**1,477**	**1,285**	**87%**	**1,477**	**1,335**	**90%**
District-Wide									
TOTAL DISTRICT	**5,646**	**4,567**	**81%**	**5,646**	**4,807**	**85%**	**5,646**	**5,349**	**95%**

Source: Wakulla County School District
(1) 2011-12 Actual FTE Enrollment is used in this column which is consistent with the 2012-13 Five Year District Facilities Plan
(2) Wakulla District CO-FTE Forecast Does Not Include Pre-k

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FLORIDA PUBLIC NOTICES

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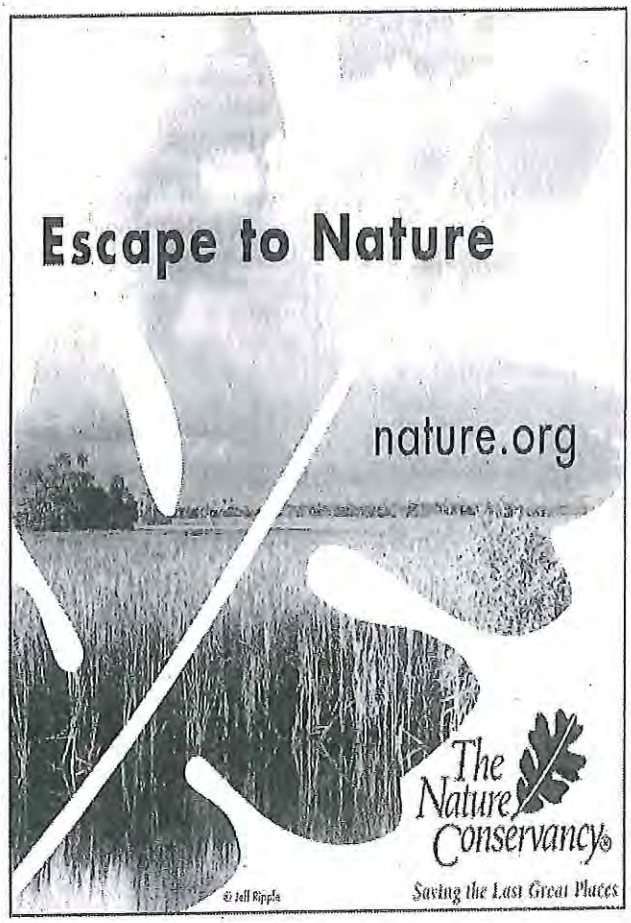
WAKULLA COUNTY

NOTICE OF MEETING

The Wakulla County
Emergency Management Office
will hold a Workshop
on **May 28, 2013** at **2:00 p.m.** at the
Commission Chambers,
29 Arran Rd., Crawfordville, FL, 32327.

Purpose of Meeting:
To conduct a briefing for
the Wakulla County Unified Command Team
and Wakulla County Commissioners
on agency roles and responsibilities
prior to, during, and after a disaster impact
as identified in the various WCEM Plans.

MAY 23, 2013



ATTACHMENT 4
PAGE 1 OF 1

WAKULLA COUNTY

Notice of Public Hearings Concerning Comprehensive Plan Text Amendment for Public School Facilities Element and Capital Improvements Element

The Wakulla County Planning Commission and Wakulla County Board of County Commissioners proposes to consider the following applications and/or adopt the following by ordinance and has scheduled Public Hearings before the Wakulla County Planning Commission on Monday, June 10, 2013, beginning at 7:00 P.M. and before the Wakulla County Board of County Commissioners on Monday, July 15, 2013, beginning at 5:00 PM, or as soon thereafter as the matter can be heard. All public hearings will be held at the County Commission Chambers located west of the County Courthouse at 29 Arran Road, Crawfordville, Florida 32327. Interested parties are invited to attend and present testimony.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AMENDING AND REVISING POLICY 2.3.1 OF THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE WAKULLA COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN AS ADOPTED BY ORDINANCE NO. 10-07, AS AMENDED; AMENDING AND REVISING POLICY 7.1 OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE WAKULLA COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN AS ADOPTED BY ORDINANCE NO. 10-06, AS AMENDED; PROVIDING FOR APPLICABLITY AND EFFECT; PROVIDING SEVERABILITY AND FOR FILING; AND PROVIDING AN EFFECTIVE DATE.

1. Application for Comprehensive Plan Text Amendment: CP12-04

Applicant: Wakulla County BOCC

Proposal: Transmittal hearings for update to Public School Facilities Element and Capital Improvements Element

Hearings Required: Planning Commission: Monday, June 10, 2013 @ 7:00PM

County Commission: Monday, July 15, 2013 @ 5:00 PM

Copies of applications, draft ordinances, and any related public record files may be viewed at the Wakulla County Planning and Community Development Department located at 11 Bream Fountain Road, Crawfordville, FL 32327, 8 AM to 4:30 PM M/F; Phone (850) 926-3695. Any person desiring to appeal any decision made with regard to this matter must ensure a verbatim transcript or copy is made of the testimony and exhibits presented at said hearings. Persons needing special access considerations should call the Board Office at least 48 hours before the date for scheduling purposes. The Board Office may be contacted at (850) 926- 0919 or TDD 926-7962.

MAY 23, 2013

ORDINANCE NUMBER 2013-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, AMENDING AND REVISING POLICY 2.3.1 OF THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE WAKULLA COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN AS ADOPTED BY ORDINANCE NO. 10-07, AS AMENDED; AMENDING AND REVISING POLICY 7.1 OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE WAKULLA COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN AS ADOPTED BY ORDINANCE NO. 10-06, AS AMENDED; PROVIDING FOR APPLICABLITY AND EFFECT; PROVIDING SEVERABILITY AND FOR FILING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wakulla County Board of County Commissioners is empowered to adopt Ordinances pursuant to Chapter 125.66, Florida Statutes; and

WHEREAS, Chapter 163, Part II, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Wakulla County Board of County Commissioners to: (a) plan for the County's future development and growth; (b) adopt and amend comprehensive growth management plans or elements or portions thereof, to guide the future growth and development of the County; (c) implement adopted or amended comprehensive growth management plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and

WHEREAS, the Wakulla County Planning Commission has been established and designated as the Local Planning Agency (LPA) for unincorporated Wakulla County, Florida, pursuant to Subsection 163.3174, Florida Statutes; and

WHEREAS, the LPA and the Board have in the preparation of the Text Amendment to the Comprehensive Growth Management Plan performed or caused to be performed the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings as necessary, and have effectively provided for public participation, notice, broad dissemination of proposals and alternatives, opportunity for written comments, open discussion, communication programs, information services, considerations of, and response to, public and official comments; and

WHEREAS, the Wakulla County Board of County Commissioners (Board) held its transmittal hearing to consider the recommendation of the Local Planning Agency on July 15, 2013, and transmitted the proposed Text Amendment to the Department of Economic Opportunity ("DEO"), in its role as the State land planning agency, and to other State review agencies; and

WHEREAS, the DEO, by letter dated _____, notified the County of receipt of the Amendment; and

WHEREAS, comments were/were not received from _____ within 30 days of receipt of the Amendment; and

WHEREAS, on or about _____, the County scheduled and advertised the adoption hearing for the Text Amendment to the Comprehensive Growth Management Plan in The Wakulla News, a local newspaper of general circulation, for _____; and

WHEREAS, on or about _____, the Board held a duly advertised public hearing in accordance with Section 163.3184, Florida Statutes, to consider and receive all oral and written comments relating to the proposed Text Amendment, including the data collection and analyses package, the Wakulla County Planning Commission recommendations; and

WHEREAS, in exercise of its statutory authority, the Wakulla County Board of County Commissioners has determined it necessary and desirable to adopt the amended version of the Comprehensive Growth Management Plan's Public School Facilities Element and Capital Improvements Element to further preserve and enhance present advantages; encourage the most appropriate use of land, water, and natural resources consistent with public interest; overcome present handicaps; and deal effectively and efficiently with future growth and problems that may result from the use and development of land within Wakulla County, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY FLORIDA, AS FOLLOWS:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, Chapter 125, Florida Statutes, and the Wakulla County Home Rule Charter.

Section 2. Amendments to the Comprehensive Growth Management Plan.

(A) The Board of County Commissioners of Wakulla County, Florida, hereby amends and revises Policy 2.3.1 of the Public School Facilities Element of the Comprehensive Growth Management Plan for Wakulla County, Florida, as adopted by Ordinance No. 10-07, as amended, attached hereto as Attachment A and incorporated herein by reference.

(B) The Board of County Commissioners of Wakulla County, Florida, hereby amends and revises Policy 7.1 of the Capital Improvements Element of the Comprehensive Growth Management Plan for Wakulla County, Florida, as adopted by Ordinance No. 10-06, as amended, attached hereto as Attachment B and incorporated herein by reference.

(C) The amendments were fully considered after a public hearing pursuant to legal notice duly published as required by law.

(D) To make the Wakulla County Comprehensive Growth Management Plan available to the general public, a certified copy of this Ordinance, the Comprehensive Growth

Management Plan, and any Amendments thereto, shall be located in the Wakulla County Planning and Community Development Department, located at 11 Bream Fountain Road, mailing address 3093 Crawfordville Highway, Crawfordville, Florida, 32327. The Planning and Community Development Department, through its Director, shall make copies available for public inspection, and provide duplication for a reasonable publication and copy charge.

Section 3. Applicability and Effect.

The applicability and effect of the Wakulla County Comprehensive Growth Management Plan shall be as provided by the Community Planning Act, Chapter 163, Part II, Florida Statutes, and this Ordinance. Except to the extent amended herein, the Comprehensive Growth Management Plan is hereby ratified, confirmed, and remains in full force and effect.

Section 4. Severability.

If any provision or portion of this Ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all the remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Filing.

A Certified Copy of this Ordinance, as well as Certified Copies of the Wakulla County Comprehensive Growth Management Plan, and subsequent Amendments thereto, shall be filed with the Wakulla County Clerk of the Circuit Court.

Section 6. Effective Dates.

(A) The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies Wakulla County that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

(B) A certified copy of this Ordinance shall be filed in the Department of State within ten (10) days after enactment by the Board and the Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

By: _____
Randy Merritt, Chair

ATTEST:

_____
BRENT X. THURMOND, Ex Officio
Clerk to the Board

APPROVED AS TO CONTENT AND FORM:

_____
Heather Encinosa, Esq.
County Attorney

the School Board agrees to the mitigation, the School Board must commit to place the improvement required for mitigation on its Work Program.

Policy 2.2.12: The student generation rates used to determine the impact of a development on public schools and the costs per student station shall be established annually by the School Board. The student generation rates shall be updated at a minimum of once every 5 years and will be revised to include rates by housing type. The student generation rates referenced in the supporting data and analysis for the element are based on the Bureau of Economic and Business Research (BEBR) medium population projections for Wakulla County. Should Wakulla County amend its comprehensive plan based on the BEBR high population projections, the School Board shall update the student generation rates in accordance with these forecasts to ensure internal consistency of the plan elements.

Objective 2.3: Ensure future needs are addressed consistent with the adopted level of service standards for public schools, based on the identification of facility needs and level of service standards contained in the Public School Facilities Element, the Wakulla County School Board shall develop and annually review and author a program of capital improvements for educational facilities that will be incorporated by reference by the County and municipalities on an annual basis into the 5-year schedule of capital improvements.

Policy 2.3.1: The County and the municipalities hereby incorporate by reference the Wakulla County School Board Educational Facilities Work Program dated ~~August 27, 2010~~ September 10, 2012, authored by the Wakulla County School Board, that includes school capacity sufficient to meet anticipated student demand projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 2.3.2: The County and municipalities shall annually update, by December 1st of each year, the Capital Improvements Element by adopting by reference the School Board authored financially feasible Work Program to ensure a financially feasible capital improvements schedule and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period.

Policy 2.3.3: The 5-year schedule of capital improvements for public school facilities ensures the level of service standards are achieved and maintained within the period covered by the 5-year schedule. After the initial 5-year schedule of capital improvements for public school facilities, annual updates to the schedule shall ensure levels of service standards are achieved and maintained each year of the subsequent 5-year schedule of capital improvements.

FUTURE CONDITIONS MAPS

OBJECTIVE 6: To manage the timing of residential subdivision approvals, site plans or their functional equivalent to ensure adequate school capacity is available consistent with adopted level of service standards for public schools.

Policy 6.1: The Wakulla County School Board, Wakulla County and the municipalities of Sopchoppy and St. Marks agree to the following level of service standards for public schools in Wakulla County.

Type of School	Level of Service Standard
Elementary Schools	100% of FISH capacity for permanent student stations only
Middle Schools	100% of FISH capacity for permanent student stations only
High School	100% of FISH capacity for permanent student stations only
Charter Schools	100% of capacity

Policy 6.2: The County and the municipalities shall ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, pursuant to impact fees, proportionate share mitigation and other legally available and appropriate methods in development conditions.

OBJECTIVE 7: To ensure that the County and municipalities future needs are addressed consistent with the adopted level of service standards for public schools. Based on the identification of facility needs and level of service standards contained in the Public School Facilities Element, the Wakulla County School Board shall develop and annually review and revise a program of capital improvements for educational facilities that will be incorporated by reference by the County and municipalities on an annual basis into the 5-year schedule of capital improvements.

Policy 7.1: The County and the municipalities hereby incorporates by reference the Wakulla County School Board Educational Facilities Work Program dated ~~August 27, 2010~~ September 10, 2012, that includes school capacity sufficient to meet anticipated student demand projected by the County and municipalities, in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Policy 7.2: The County and municipalities shall annually update, by December 1st of each year, the Capital Improvements Element by adopting by reference the School Board's financially feasible Work Program to ensure a financially feasible capital improvements schedule and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period.

Policy 7.3: The 5-year schedule of capital improvements for public school facilities ensures the level of service standards are achieved and maintained within the period covered by the 5-year schedule. After the initial 5-year schedule of capital improvements for public school facilities, annual updates to the schedule shall ensure levels of service standards are achieved and maintained each year of the subsequent 5-year schedule of capital improvements.

Board of County Commissioners
Agenda Request

Date of Meeting: July 15, 2013

Date Submitted: June 28, 2013

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Jessica Welch, Director, Communication & Public Services
Bryan Roddenberry, Recreation Director

Subject: Request Board Approval of the Proposed Agreement Between the County and the Wakulla County Horseman's Association Relating to Management and Operation of the Equestrian Center

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Statement of Issue:
This agenda item requests Board approval of the proposed Agreement between the County and the Wakulla County Horseman's Association relating to management and operation of the Equestrian Center.

Background:
The Wakulla County Equestrian Center is located in the Otter Creek Area, at the southwest end of Lawhon Mill Road and borders the U.S. Forestry/ National Trails System. The property is 163 acres with 15 acres designated for the Equestrian Center.

In 2007, the Board approved Resolution #07-01 to submit a grant application to the Florida Department of Environmental Protection (FDEP) for the Florida Recreational Development Assistance Program (FRDAP) for grant funding for the Wakulla County Equestrian Center and included a partnership with the Wakulla County Horseman's Association.

On September 4, 2007 the Board approved Resolution #07-28 authorizing the amendment of the Capital Improvement Element of the Wakulla County Comprehensive Plan to include development of the Wakulla Equestrian Center.

Subsequently, on July 3, 2008 staff received notification from FDEP that Wakulla County was awarded with the FRDAP Grant in the amount of $135,611 for the Wakulla County Equestrian Center.

The Equestrian Center was completed in April 2011 and includes an equestrian arena, recreational vehicle camping sites, picnic facility, hiking trail, horseshoe pits, restrooms, parking and horse trailer parking, security lighting, and playground.

This facility is currently being utilized by the public, more specifically the Wakulla County Horseman's Association.

Analysis:

The 2007 FRDAP Grant Agreement included a partnership with the Wakulla County Horseman's Association. Therefore, staff recommends approval of the proposed Management Agreement between the County and the Horseman's Association (Attachment #1).

The proposed Agreement sets forth the terms, duties, and responsibilities between the County and the Wakulla County Horseman's Association to manage, staff, and operate the Equestrian Center for which is to be used to provide recreational activities and facilities for the use and benefit of the public.

The following is a high level summary of the County's and the Horseman's Associations responsibilities:

- The County will be responsible for scheduling all Equestrian Center activities and processing requests for use or events. Requests for use of, or events at, the Equestrian Center shall be coordinated through the Wakulla County Recreation Division and shall be subject to the fees set forth in Resolution #12-16.
- The County will be responsible for maintaining the exterior grounds of the Equestrian Center, as needed. Such maintenance may include lawn maintenance, site amenities such as playgrounds, trash receptacles and fence repair. The County will also be responsible for the repair and maintenance of the structural building, electrical, plumbing and irrigation well, if necessary.
- The Horseman's Association will be responsible for staffing, managing and operating the Equestrian Center during all scheduled events whether the event involves the Association or otherwise.
- The Horseman's Association will be responsible for maintaining the Horse Arena which includes the horse running area within the fenced arena. At a minimum, the Association shall drag the Horse Arena on a weekly basis. The Association shall submit monthly maintenance and inspection sheets to the County.
- The Horseman's Association will obtain, at its own expense, general liability insurance, which shall be maintained throughout the term of this Agreement. Such insurance coverage must name the County as an additional insured.
- The Horseman's Association will reimburse the County each calendar quarter for water and electric utility charges incurred at the Equestrian Center. Each quarter the County will send the Association an invoice of actual water and electric utility charges. Such invoice(s) shall be paid upon thirty days of receipt of the invoice(s).

- The County will pay the Horseman's Association 25% of the revenues generated from use, rental and reservation fees of the Equestrian Center.

This agreement provides both parties an excellent opportunity to provide the public with one of the nicer equestrian recreational facilities in the Florida Panhandle. The Horseman's Association has been involved in this project since the beginning and has a strong desire and commitment to continue providing their services.

The term of this Agreement shall be for three years, and shall continue from year to year unless earlier terminated by either party.

Budgetary Impact:
The County's estimated annual operational cost is $2,300 as shown in the following chart:

107-RECR-01	6300-17	572	543000-UTILITIES - ELECTRIC	1,500
107-RECR-01	6300-17	572	543300-UTILITIES-WATER/SEWER	300
107-RECR-01	6300-17	572	546000-MAINTENANCE & REPAIR	100
107-RECR-01	6300-17	572	552000-OPERATING SUPPLIES	100
107-RECR-01	6300-17	572	564000-OPERATING EQUIPMENT	300

Based on the proposed Agreement, the County's cost will be $1,800 less due to the Horseman's Associations reimbursement to the County for electrical and water services.

Options:
1. Approve the proposed Agreement between the County and the Wakulla County Horseman's Association relating to managing and operating the Equestrian Center.
2. Do not approve the proposed Agreement between the County and the Wakulla County Horseman's Association relating to managing and operating the Equestrian Center.
3. Board Direction.

Recommendation:
Option #1

Attachment(s):
1. Proposed Agreement

WAKULLA COUNTY EQUESTRIAN CENTER
MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between **WAKULLA COUNTY HORSEMAN ASSOCIATION, INC.**, a not for profit corporation under the laws of the State of Florida (hereinafter referred to as "Association") and **WAKULLA COUNTY**, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County") for the management and operation of the Wakulla County Equestrian Center.

RECITALS

WHEREAS, the County owns the property known as the Wakulla County Equestrian Center ("Equestrian Center"); and

WHEREAS, in 2008 the County obtained a grant from the Florida Department of Environmental Protection through the Florida Recreational Direct Assistance Program for the creation of the Equestrian Center; and

WHEREAS, the County and the Association desire to enter into an agreement for the management and operation of the Equestrian Center for the use and benefit of the public; and

WHEREAS, the Association has expressed an interest in assisting the County in managing and operating the Equestrian Center; and

WHEREAS, the County finds that it is in the best interest of the public health, safety and welfare for the Association to assist the County in managing and operating the Equestrian Center.

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein as essential terms of this Agreement.

2. **TERM**. The term of this Agreement shall be for three (3) years, beginning on the date of this Agreement, and shall continue from year to year unless earlier terminated by either party.

3. **USE OF PREMISES**. The Equestrian Center shall be used to provide recreational activities and facilities for the use and benefit of the public. The County hereby enters into this Agreement with Association to assist in managing, staffing and operating the Equestrian Center.

4. **SCHEDULING OF ACTIVITIES**. The County shall be responsible for scheduling all Equestrian Center activities and processing requests for use or events. Requests for use of, or events at, the Equestrian Center shall be coordinated through the Wakulla County Parks and Recreation Division and shall be subject to the fees set forth in Resolution 12-16, as may be amended, attached hereto as Exhibit "A".

    a. The Association shall have priority use of the Equestrian Center for its associated sponsored events. At the beginning of each quarter, the Association shall provide the County a list of dates and times of such associated sponsored events. For those Wakulla Horseman associated sponsored events, the Association shall pay the County twenty five dollars ($25.00) per event.

    b. The Association shall be responsible for staffing, managing and operating the Equestrian Center during all scheduled events whether the event involves the Association or otherwise. The Association shall comply with all county policies and procedures. Association members who will be staffing, managing and operating the Equestrian Center shall be subject to a criminal background check and sexual offender check. The County reserves the right to restrict and/or deny an Association member's involvement at the Equestrian Center when deemed necessary.

5. **COMPENSATION**. The County shall pay Association 25% of the revenues generated from use, rental and reservation fees of the Equestrian Center.

6. **UTILITIES**. The Association shall be responsible for reimbursing the County each calendar quarter for water and electric utility charges incurred at the Equestrian Center. Each quarter the County will send the Association an invoice of actual water and electric utility charges. Such invoice(s) shall be paid upon thirty (30) days of receipt of the invoice(s).

7. **MAINTENANCE**.

    a. **ASSOCIATION'S RESPONSIBILITIES**. The Association shall be responsible for maintaining the Horse Arena which includes the horse running area within the fenced arena. At a minimum, the Association shall drag the Horse Arena on a weekly basis. The Association shall submit monthly maintenance and inspection sheets to the County. If the Association observes any conditions on site which it reasonably believes are dangerous, the Association shall promptly contact the County.

    b. **COUNTY'S RESPONSIBILITIES**. The County shall be responsible for maintaining the exterior grounds of the Equestrian Center, as needed. Such maintenance may include lawn maintenance, site amenities such as playgrounds, trash receptacles and fence repair. The County will also be responsible for the repair and maintenance of the structural building, electrical, plumbing and irrigation well, if necessary.

8. **TERMINATION**. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice sent by certified mail. The County will not be obligated to pay for any services provided by the Association after the effective date of termination.

9. **AVAILABILITY OF ASSOCIATION RECORDS.** The Association shall maintain records, books, documents, and financial information pertaining to work performed under this Agreement. The County upon reasonable request and notice shall have, during regular business hours, access to and the right to review and obtain copies of any and all information and documents pertinent to work performed under the Agreement at any time during the term of this Agreement.

10. **INDEPENDENT CONTRACTOR**. At all times and for all purposes, the Association is an independent contractor and not an employee or agent of the County.

11. **INDEMINICATION**. To the fullest extent permitted by law, the Association shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Association and other persons employed or utilized by the Association in the performance of this Agreement.

12. **INSURANCE**. The Association shall obtain, at its own expense, general liability insurance, which shall be maintained throughout the term of this Agreement. Such insurance coverage must name the County as an additional insured.

13. **AMENDMENT**. This Agreement may be amended, in writing, by the mutual consent of the parties.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated herein and supersedes all prior written or oral negotiations, commitments or writings. All future modifications to this agreement shall be in writing signed by both parties.

15. **GOVERNING LAW AND VENUE**. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first hereinabove written.

Attest:

WAKULLA COUNTY, FLORIDA

_____
BRENT X. THURMOND
Clerk of Court

_____
RANDY MERRITT
Chairman

Approved as to form and legal sufficiency:

_____
HEATHER J. ENCINOSA
County Attorney

WAKULLA COUNTY HORSEMAN ASSOCIATION, INC.

Witnessed:

_____
Signature

_____
KATRINA C. COCHRAN

_____
Print Name

As:_____

_____
Signature

_____
Print Name

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 1, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Heather J. Encinosa, County Attorney
Subject:	Request Board Approval of the Preliminary Rate Resolution for Fire Protection Services

Statement of Issue:
This agenda item requests Board approval of the Preliminary Rate Resolution for Fire Protection Services. The Preliminary Rate Resolution sets the preliminary assessment rates, adopts the method of apportionment, establishes the public hearing in accordance with Section 197.3632, Florida Statutes, and provides for the required statutory notice of said hearing.

Background:
On September 9, 2010, the Board of County Commissioners adopted the following fire assessment rates: Residential - $61 per dwelling unit; Non-Residential - $0.05 per square foot; and Land - $0.14 per acre.

During Fiscal Year 2011/12, the Board increased the fire assessment rates to the following: Residential - $75 per dwelling unit; Non-Residential - $0.06 per square foot; and Land - $0.17 per acre.

Analysis:
The Proposed Preliminary Rate Resolution for Fire Protection Services does not propose a rate increase. This Preliminary Rate Resolution for Fire Protection Services sets the preliminary assessment rates, adopts the method of apportionment, establishes the public hearing in accordance with Section 197.3632, Florida Statutes, and provides for the required statutory notice of said hearing.

This resolution will establish the maximum assessment rates for the fiscal year beginning on October 1, 2013. At the proposed public hearing on September 3, 2013, the Board can decrease these rates (or set no assessment at all), but not increase them.

In sum, this resolution provides for the following:

(1) Sections 1 and 2 recite the authority for this resolution and certain definitions.

(2) Section 3 provides for the provision of fire protection services to benefitted properties.

(3) Section 4 provides for the imposition of the fire protection assessment in both the unincorporated areas and the incorporated areas of the County.

(4) Section 5 sets forth legislative findings concerning special benefit and fair and reasonable apportionment.

(5) Section 6 outlines the method for apportioning the County's assessable budget to categories of property (Residential, Non-Residential, and Land) based upon their percentages of historical call demand for services, as provided in the Initial Assessment Resolution adopted in 2010.

(6) Section 7 outlines the method for apportioning the costs to individual properties based upon number of dwelling units for residential properties, square footage for non-residential properties, and acres of land, as provided in the Initial Assessment Resolution adopted in 2010.

(7) Section 8 establishes the initial Fire Protection Assessed Cost and adopts the proposed assessment rates.

(8) Section 9 calls for the preparation of the updated Fire Protection Assessment Roll.

(9) Section 10 establishes a hardship assistance program and Section 11 establishes a vacancy adjustment process for Mobile Home Parks and RV Parks.

(10) Section 12 establishes the public hearing for the final consideration of the Fire Protection Assessment, which will be on September 3, 2013.

(11) Sections 13 and 14 provide for the statutorily required notice by publication and first class mail.

Budgetary Impact:
The only budgetary impact related with this item is the cost to advertise the public hearing which is estimated at $180.

Options

1. Adopt the Preliminary Rate Resolution for Fire Protection Services.
2. Do not Adopt the Preliminary Rate Resolution for Fire Protection Services.
3. Board Direction.

Recommendation

Option #1

Attachments:

1. Preliminary Rate Resolution for Fire Protection Services

WAKULLA COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION
FOR FIRE PROTECTION SERVICES

ADOPTED JULY 15, 2013

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RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE UNINCORPORATED AND ALL INCORPORATED AREAS OF WAKULLA COUNTY, FLORIDA CONSISTING OF THE WAKULLA COUNTY MUNICIPAL SERVICES BENEFIT UNIT FOR FIRE PROTECTION SERVICES; ESTABLISHING THE ESTIMATED RATE FOR FIRE PROTECTION ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR HARDSHIP ASSISTANCE AND VACANCY ADJUSTMENTS; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Service Assessment Ordinance, Ordinance No. 2010-04 (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2010-43), the Final Assessment Resolution (Resolution No. 2010-56), Article VIII, Section (6)(e), Florida Constitution, sections 125.01 and 125.66, Florida Statutes, the Wakulla County Home Rule Charter, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2013. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Initial

Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Extremely Low-Income Persons" shall mean one or more natural persons, the total gross household income of which does not exceed 30% of the median adjusted gross income for households within the metropolitan statistical area covering the County as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the reimposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Wakulla County Municipal Service Benefit Unit for Fire Protection Services, the County shall provide fire protection services to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by available County revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Wakulla County Municipal Service Benefit Unit for Fire Protection Services will be benefitted by the County's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection

Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS. Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories within the Wakulla County Municipal Service Benefit Unit for Fire Protection Services. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

(A) The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution (Resolution No. 2010-43) and the Final Assessment Resolution (Resolution No. 2010-56) are affirmed and incorporated herein by reference.

(B) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Fire Protection Assessment.

SECTION 6. COST APPORTIONMENT METHODOLOGY. The Cost Apportionment embodied in Section 7 of Resolution No. 2010-43 is affirmed and incorporated herein by reference.

SECTION 7. PARCEL APPORTIONMENT METHODOLOGY. The Parcel Apportionment embodied in Section 8 and Appendix E of Resolution No. 2010-43 is affirmed and incorporated herein by reference.

SECTION 8. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE PROTECTION ASSESSMENTS.

(A) The Fire Protection Assessed Costs to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2013, is the amount determined in the Estimated Fire Protection Assessment Rate Schedule, attached hereto as Appendix A and incorporated herein by reference. The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

(B) The estimated Fire Protection Assessments specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed in the Fiscal Year commencing October 1, 2013.

(C) The estimated Fire Protection Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Administrator in the preparation of the preliminary Fire Protection Assessment Roll for the Fiscal Year commencing October 1, 2013, as provided in Section 9 of this Preliminary Rate Resolution.

SECTION 9. FIRE PROTECTION ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Fire Protection Assessment Roll for the Fiscal Year commencing October 1, 2013, in the manner provided in the Ordinance. The Fire Protection Assessment Roll shall include all Tax Parcels within the Property Use Categories. The County Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, this Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Fire Protection Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the preliminary Fire Protection Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Wakulla County Municipal Service Benefit Unit for Fire Protection Services.

SECTION 10. HARDSHIP ASSISTANCE.

(A) It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to assist Extremely Low Income Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Fire Protection Assessment.

(B) Accordingly, there is hereby created an economic hardship program to assist Residential Property owners who meet the definition of Extremely Low Income Persons as established herein. An owner of Residential Property who meets extremely low income level and asset guidelines specified by the County shall be eligible to receive payment of a Fire Protection Assessment by the County. Applicants for this hardship assistance shall provide written documentation satisfactory to the County Administrator in order to qualify for such assistance. Any amounts provided for hardship assistance shall be paid by the County from funds other than those generated by the Fire Protection Assessment.

(C) Prior to June 1 of each year, the applicant shall file with the County Administrator an application under oath demonstrating entitlement to hardship assistance as provided herein. Such application shall include the following:

(1) The name and address of all Owners of the Residential Property;

(2) The address and legal description for the Residential Property;

(3) Proof of Total Household Income from all sources and other documentation required to demonstrate qualification as an Extremely Low Income Person; and

(4) Such other information relating to the application as may be reasonably requested.

(D) The County Administrator, with the assistance of other members of the

administrative staff of the County, shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for hardship assistance pursuant to this Section.

(E) The County Administrator shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for hardship assistance pursuant to this Section.

(F) Any shortfall in the expected Fire Protection Assessment proceeds due to any hardship assistance provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.

SECTION 11. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Parks and Recreational Vehicle Parks and the potential sustained lack of demand for fire protection services for spaces not occupied by a recreational vehicle or a mobile home, each Owner of Mobile Home Park and Recreational

Vehicle Park property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Protection Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park property shall not be subject to the Fire Protection Assessments. Similarly, vacant spaces within Recreational Vehicle Park property shall not be subject to the Fire Protection Assessments.

(C) Vacant spaces shall be those determined by the County Administrator based on evidence of a vacancy rate provided by the Owner on or before June 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within a Mobile Home Park or Recreational Vehicle Park that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Exact Number of Permitted Sites within the park ____A
(not including overflow areas)

Times (x) Days in Reporting Period (x 365) B

Total Possible Space Nights _____C
A x B = C (Example: 100 sites x 365 days = 36,500)

Actual Space Nights _____D
Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year

Occupancy Percentage _____E
D/C = E (Example: 12,500/36,500 = 34.2%)

Vacancy Rate _____F
Subtract E from 100% (Example: 100% – 34.2% = 65.8%)

The Owner shall certify by affidavit to the County, on a form provided by the County Administrator, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park or Recreational Vehicle Park, and (3) the vacancy rate.

(D) The County Administrator is directed and authorized to adjust, or cause to be adjusted, any Fire Protection Assessment imposed for the Fiscal Year beginning October 1, 2013 upon a parcel of Mobile Home Park or Recreational Vehicle Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Protection Assessment attributable to the entire parcel of Mobile Home Park or Recreational Vehicle Park property and reducing the assessment by an equivalent amount.

(E) Any shortfall in the expected Fire Protection Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Protection Assessments.

SECTION 12. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 3, 2013, in the Board of County Commission Chambers, 29 Arran Road, Crawfordville, Florida, at which time the Board will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider reimposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 13. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 12 hereof in the manner and

time provided in Section 3.04 of the Ordinance. The notice shall be published no later than August 13, 2013, in substantially the form attached hereto as Appendix B.

SECTION 14. NOTICE BY MAIL. Pursuant to section 200.069(13)(a), Florida Statutes, and with agreement of the Property Appraiser, the Board elects to combine notice of the public hearing authorized by Section 12 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(13)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2013.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Protection Assessments shall be used for the provision of fire protection services, facilities, and programs within the Wakulla County Municipal Service Benefit Unit for Fire Protection Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 16. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 15TH DAY OF JULY, 2013.

BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA

(SEAL)

By:_____
Randy Merritt, Chair

ATTEST:

_____
Brent X. Thurmond, County Clerk

APPROVED FOR FORM
AND CORRECTNESS

_____
Heather J. Encinosa, County Attorney

APPENDIX A

ESTIMATED FIRE PROTECTION ASSESSMENT RATE SCHEDULE

APPENDIX A

ESTIMATED FIRE PROTECTION ASSESSMENT RATE SCHEDULE

SECTION A-1. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS. The estimated Fire Protection Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2013, is $1,085,194.00.

SECTION A-2. ESTIMATED FIRE PROTECTION ASSESSMENTS.

(A) The estimated Fire Protection Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2013, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Property Use Categories	Rate Per Dwelling Unit
Residential	$75.00
	Rate Per Square Foot
Non-Residential	$0.06
	Rate Per Acre
Land	$0.17

(B) No Fire Protection Assessment shall be imposed upon a parcel of Government Property or upon a Building located on a parcel of Institutional Property that is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Protection Assessment.

(C) Any shortfall in the expected Fire Protection proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 13, 2013

NOTICE OF HEARING TO IMPOSE AN PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Wakulla County, Florida will conduct a public hearing to consider the continued imposition of annual fire protection special assessments for the fiscal year beginning October 1, 2013 and future fiscal years to fund the provision of fire protection services within the boundaries of the Wakulla County Municipal Service Benefit Unit for Fire Protection Services, which includes all of the unincorporated areas of the County and the incorporated areas of the cities of St. Marks and Sopchoppy.

The hearing will be held at 5:00 p.m. on September 3, 2013, in the Board of County Commission Chambers, 29 Arran Road, Crawfordville, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Executive Assistant to the

County Administrator at (850) 926-0919, at least two (2) working days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment schedules.

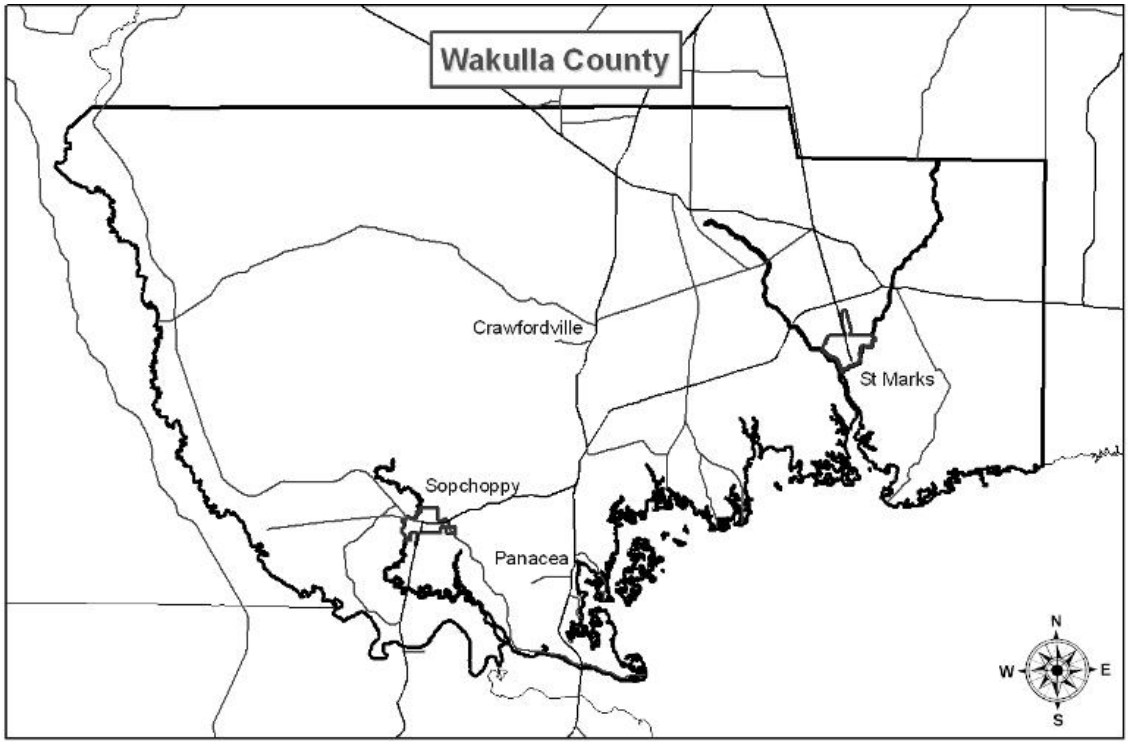
FIRE PROTECTION ASSESSMENTS

Property Use Categories	Rate Per Dwelling Unit
Residential	$75.00
	Rate Per Square Foot
Non-Residential	$0.06
	Rate Per Acre
Land	$0.17

Copies of the Master Service Assessment Ordinance, the Initial Assessment Resolution for Fire Protection Services, the Final Assessment Resolution for Fire Protection Services, the Preliminary Rate Resolution, and the updated Fire Protection Assessment Roll are available for inspection at the Office of the County Administrator, 3093 Crawfordville Highway, Crawfordville, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the office of the County Administrator at (850)926-0919, Monday through Friday between 8:30 a.m. and 5:00 p.m.



BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY, FLORIDA

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 1, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Heather J. Encinosa, County Attorney
Subject:	Request Board Approval of the Preliminary Rate Resolution for Solid Waste Services

Statement of Issue:
This agenda item requests Board approval of the Preliminary Rate Resolution for Solid Waste Services. The Preliminary Rate Resolution for Solid Waste Services sets the preliminary assessment rates, adopts the method of apportionment, establishes the public hearing in accordance with Section 197.3632, Florida Statutes, and provides for the required statutory notice of said hearing.

Background:
In September 2011, the Board of County Commissioners awarded a franchise agreement for solid waste collection and disposal services to Waste Pro Management, and in accordance with that agreement, imposed a non-ad valorem assessment of $196 per dwelling unit against all residential property within the County and the City of Sopchoppy. Non-Residential Property is included within the franchise agreement, but is separately billed by Waste Pro.

Analysis:
The Proposed Preliminary Rate Resolution for Solid Waste Services (Attachment #1) does not propose a rate increase. This Preliminary Rate Resolution for Solid Waste Services sets the preliminary assessment rates, adopts the method of apportionment, establishes the public hearing in accordance with Section 197.3632, Florida Statutes, and provides for the required statutory notice of said hearing.

This resolution will establish the maximum assessment rates for the fiscal year beginning on October 1, 2013. At the proposed public hearing on September 3, 2013 the Board can decrease these rates (or set no assessment at all), but not increase them.

In sum, this resolution provides for the following:

(1) Sections 1 and 2 recite the authority for this resolution and certain definitions.

(2) Section 3 provides legislative findings of special benefit and fair apportionment.

(3) Section 4 provides for the provision of solid waste management, collection, and disposal services, facilities, and programs to residential properties in both the unincorporated areas and the incorporated areas of the City of Sopchoppy.

(4) Section 5 determines the amount of the Solid Waste Cost ($2,374,736) and establishes the proposed rate of assessment of $196 per dwelling unit.

(5) Section calls for the preparation of the updated Solid Waste Assessment Roll.

(6) Section 7 establishes a hardship assistance program.

(7) Section 8 establishes the public hearing for the final consideration of the Solid Waste Service Assessment, which will be on September 3, 2013.

(8) Sections 9 and 10 provide for the statutorily required notice by publication and first class mail.

Budgetary Impact:
The only budgetary impact related with this item is the cost to advertise the public hearing which is estimated at $180.

Options
1. Adopt the Preliminary Rate Resolution for Solid Waste Services.
2. Do not adopt the Preliminary Rate Resolution for Solid Waste Services.
3. Board Direction.

Recommendation
Option #1

Attachments:
1. Preliminary Rate Resolution for Solid Waste Services

WAKULLA COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION
SOLID WASTE

ADOPTED JULY 15, 2013

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RESOLUTION NO. 2013-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA, RELATING TO THE MANAGEMENT, COLLECTION AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AREAS OF WAKULLA COUNTY, FLORIDA AND WITHIN THE CITY OF SOPCHOPPY, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY IN THE COUNTY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013; DIRECTING THE PREPARATION OF AN UPDATED SOLID WASTE ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Wakulla County, Florida (the "Board"), has enacted Ordinance No. 2010-04 (the "Ordinance"), which authorizes the annual reimposition of Solid Waste Service Assessments for Solid Waste management, collection, and disposal services, facilities, and programs against certain Residential Property within the County;

WHEREAS, the imposition of a Solid Waste Service Assessment for Solid Waste management, collection, and disposal services, facilities, and programs for each Fiscal Year is an equitable and efficient method of allocating and apportioning Solid Waste Costs among parcels of Residential Property within the unincorporated area of the County and the City of Sopchoppy; and

WHEREAS, the Board desires to reimpose an annual Solid Waste management, collection, and disposal assessment program within the County, using the tax bill collection method for the Fiscal Year beginning on October 1, 2013.

WHEREAS, pursuant to the Ordinance, the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning on October 1, 2013 requires certain processes such as the preparation of the updated Solid Waste Assessment Roll;

WHEREAS, annually a Preliminary Rate Resolution describing the method of assessing Solid Waste Costs against Residential Property located within the unincorporated area of the County and the City of Sopchoppy, directing the preparation of an updated assessment roll, authorizing a public hearing and directing the provision of notice thereof is required by the Ordinance for the reimposition of the Solid Waste Service Assessments; and

WHEREAS, the Board deems it to be in the best interest of the citizens and residents of the County to adopt this Preliminary Rate Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Service Assessment Ordinance (Ordinance No. 2010-04) (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2011-24), the Final Assessment Resolution (Resolution No. 2011-30), Article VIII, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, the Wakulla County Home Rule Charter, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS. This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Solid Waste Assessment Roll and directs the reimposition of Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2013. All capitalized words

and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Extremely Low-Income Persons" shall mean one or more natural persons, the total gross household income of which does not exceed 30% of the median adjusted gross income for households within the metropolitan statistical area covering the County as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

(A) The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution, are affirmed and incorporated herein by reference.

(B) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Solid Waste Service Assessment.

SECTION 4. PROVISION AND FUNDING OF SOLID WASTE MANAGEMENT AND DISPOSAL SERVICES.

(A) Upon the reimposition of Solid Waste Service Assessments for Solid Waste management, collection, and disposal services, facilities, and programs against Residential Property located within the County and the City of Sopchoppy, the County shall cause Solid Waste management, collection, and disposal services to be provided to such Residential Property.

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property will be benefited by the County's provision of Solid Waste management, collection, and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment upon such parcel computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. DETERMINATION OF SOLID WASTE COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE SERVICE ASSESSMENTS.

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year commencing October 1, 2013, is $2,332,988.00. The approval of this Preliminary Rate Resolution determines the amount of the Solid Waste Cost. The remainder of such Fiscal Year budget for Solid Waste services and facilities shall be funded from available County revenue other than Solid Waste Service Assessments.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste management, collection, and disposal services, facilities, and programs are reimposed, the Solid Waste Cost shall be allocated among all parcels of Residential Property within the unincorporated area of the County and the City of Sopchoppy, based

upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to $196.00 for each Dwelling Unit for Solid Waste management, collection, and disposal services, facilities, and programs is hereby approved for the Fiscal Year commencing October 1, 2013. Such Solid Waste Service Assessment for each parcel of Residential Property shall be computed by multiplying the assessment rate by the number of Dwelling Units on such parcel.

(C) The rate of the Solid Waste Service Assessments established in this Preliminary Rate Resolution shall be the rates applied by the County Administrator in the preparation of the updated Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2013, as provided in Section 6 of this Preliminary Rate Resolution.

SECTION 6. SOLID WASTE ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, an updated Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2013, in the manner provided in Section 3.03 of the Ordinance. Such updated Solid Waste Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the County conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each parcel as shown on the Tax Roll, and (3) the amount of the Solid Waste Service Assessment for Solid Waste management, collection, and disposal services, facilities, and programs.

(B) A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, documentation related to the estimated amount of the Solid Waste Cost to be recovered through the imposition of the Solid Waste Service Assessments and the updated Solid Waste Assessment Roll shall be

maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the updated Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the foregoing method of determining the Solid Waste Service Assessments for Solid Waste management, collection, and disposal services, facilities, and programs is a fair and reasonable method of apportioning the Solid Waste Cost among parcels of Residential Property.

SECTION 7. HARDSHIP ASSISTANCE.

(A) It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to assist Extremely Low Income Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Solid Waste Service Assessment.

(B) Accordingly, there is hereby created an economic hardship program to assist Residential Property owners who meet the definition of Extremely Low Income Persons as established herein. An owner of Residential Property who meets extremely low income level and asset guidelines specified by the County shall be eligible to receive payment of a Solid Waste Service Assessment by the County. Applicants for this hardship assistance shall provide written documentation satisfactory to the County Administrator in order to qualify for such assistance. Any amounts provided for hardship assistance shall be paid by the County from funds other than those generated by the Solid Waste Service Assessment.

(C) Prior to June 1 of each year, the applicant shall file with the County Administrator an application under oath demonstrating entitlement to hardship assistance as provided herein. Such application shall include the following:

(1) The name and address of all Owners of the Residential Property;

(2) The address and legal description for the Residential Property;

(3) Proof of Total Household Income from all sources and other documentation required to demonstrate qualification as an Extremely Low Income Person; and

(4) Such other information relating to the application as may be reasonably requested.

(D) The County Administrator, with the assistance of other members of the administrative staff of the County, shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for hardship assistance pursuant to this Section.

(E) The County Administrator shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for hardship assistance pursuant to this Section.

(F) Any shortfall in the expected Solid Waste Service Assessment proceeds due to any hardship assistance provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments. In the event a court of competent jurisdiction

determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Solid Waste Service Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Solid Waste Service Assessment upon each affected Tax Parcel in the amount of the Solid Waste Service Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.

SECTION 8. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 5:00 p.m. on September 3, 2013, in the Commission Chambers, 29 Arran Road Crawfordville, Florida, for the purpose of (A) receiving and considering any comments on the Solid Waste Service Assessments from affected property owners and (B) authorizing the reimposition of such Solid Waste Service Assessments for Solid Waste management, collection, and disposal services, facilities, and programs for the Fiscal Year beginning October 1, 2013 and collecting such assessment on the same bill as ad valorem taxes.

SECTION 9. NOTICE BY PUBLICATION. The County Administrator shall publish a notice, as required by Section 3.04 of the Ordinance, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 13, 2013 in a newspaper generally circulated in the County.

SECTION 10. NOTICE BY MAIL. Pursuant to section 200.069(13)(a), Florida Statutes, and with agreement of the Property Appraiser, the Board elects to combine notice of the public hearing authorized by Section 8 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(13)(a), Florida Statutes, and consistent with the Uniform

Assessment Collection Act and the Ordinance for the purpose of imposing Solid Waste Service Assessments for the Fiscal Year beginning October 1, 2013.

SECTION 11. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 15th day of July, 2013.

BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY, FLORIDA

(SEAL)

_____
Randy Merritt, Chair

ATTEST:

_____
Brent X. Thurmond, County Clerk

APPROVED FOR FORM
AND CORRECTNESS

By:_____
Heather J. Encinosa, County Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 13, 2013

NOTICE OF HEARING TO REIMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SERVICE ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Wakulla County, Florida will conduct a public hearing to consider reimposing solid waste service assessments against certain improved residential properties located within the unincorporated areas of the County and within the City of Sopchoppy to fund the cost of solid waste management, collection, and disposal services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

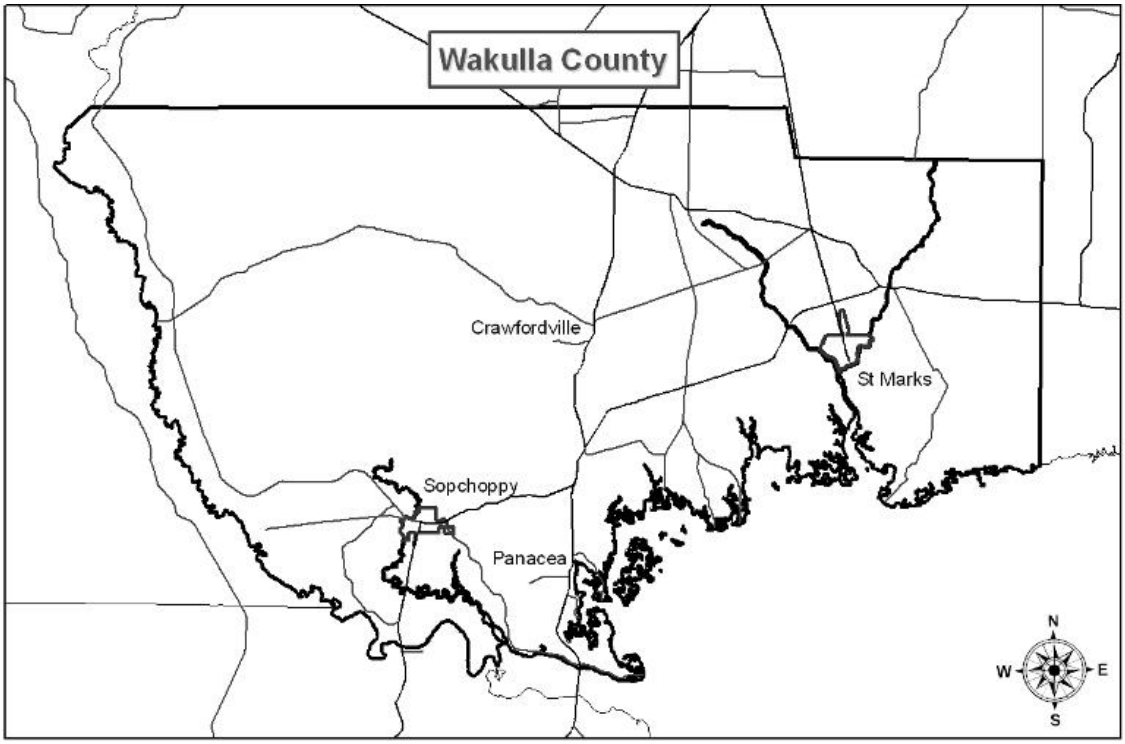
The hearing will be held at 5:00 p.m. on September 3, 2013, in the Commission Chambers, 29 Arran Road Crawfordville, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If a person decides to appeal any decision made by the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Executive Assistant to the County Administrator at (850) 926-0919, at least two (2) working days prior to the date of the hearing.

The assessments will be computed by multiplying the number of dwelling units on each parcel of residential property by the rate of assessment. The rate of assessment for the upcoming fiscal year shall be $196.00 per dwelling unit. Copies of the Master Service Assessment Ordinance, the Initial Assessment Resolution for Solid Waste Services, the Final Assessment Resolution for Solid Waste Services, the Preliminary Rate Resolution adopted on July 15, 2013, and the updated assessment roll, showing the amount of the

assessment to be imposed against each parcel of property are available for inspection at the office of the County Administrator, 3093 Crawfordville Highway, Crawfordville, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2013, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the office of the County Administrator at (850)926-0919, Monday through Friday between 8:30 a.m. and 5:00 p.m. or visit our website at www.mywakulla.com for additional information.



BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY, FLORIDA

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 28, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Heather Encinosa, County Attorney James Melvin, Building Official Jaime Baze, Code Enforcement Officer
Subject:	Request Board Direction Concerning the Conveyance of the Gray Services 1, Inc. Property to the County in Lieu of Satisfying Outstanding Code Enforcement Liens

Statement of Issue:
This agenda item requests Board direction concerning the conveyance of the Gray Services 1, Inc. property located at 28 Pam Drive, Crawfordville, Florida 32327 ("Property") to the County in lieu of satisfying outstanding Code Enforcement liens.

Background:
The Property currently has two outstanding Code Enforcement liens totaling $60,350.00 as of June 26, 2013. In lieu of bringing the Property into compliance and satisfying the liens, Gray Services 1, Inc., FNA ("Property Owner") has offered to convey the Property to the County.

At its April 15, 2013 meeting, the Board directed staff to explore the possibility of accepting conveyance of the Property.

Analysis:
On April 22, 2013, a title search was conducted which revealed the Property Owner is able to convey clear title to the Property subject to payment of 2012 taxes.

However, on May 29, 2013, the Tax Collector's office sold a Tax Certificate on the Property for the unpaid balance of 2012 taxes in the amount of $505.09.

Tax certificates are a first lien against property and supersede governmental liens. The holder of the tax certificate may, at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the cancellation of the certificate, file the certificate and apply for a tax

deed. Furthermore, pursuant to section 197.552, F.S., unsatisfied governmental liens survive the issuance of a tax deed.

Budgetary Impact:

If the Board chooses to accept the property without any conditions the County will incur the cost of $505.39 to pay the 2012 unpaid taxes on the property.

Options

1. Request the Property Owner to pay the taxes and accept the Property once the tax certificate is satisfied. Upon acceptance of the Property, the County will be responsible for costs associated with bringing the Property into compliance.
2. Accept the Property without any conditions. The County will be required to satisfy the tax certificate and pay all costs associated with bringing the Property into compliance.
3. Take no action. Once a tax deed is issued, the subsequent property owner will be responsible for bringing the Property into compliance. This is a lengthy process. It may take 2-7 years before a tax deed is issued.
4. Board direction.

Recommendation

Option #4

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	June 25, 2013
To:	Honorable Chairman and Members of the Board
From:	David Edwards, County Administrator Cleve Fleming, Public Works Director Sheree T. Keeler, Intergovernmental Affairs Director
Subject:	Request Board Direction Regarding the USDA Natural Resources Conservation Service (NRCS) Watershed Protection Recovery Program Matching Grant Award

Statement of Issue:
This agenda item requests Board approval of the USDA Natural Resources Conservation Service (NRCS) Watershed Protection Recovery Program, Matching Grant Award for Mill Creek/Bostic Pelt, Buckhorn Creek/Surf Road, Walker Creek Road/Shell Point and Municipal Avenue/Sopchoppy.

Background:
Between Sunday, June 24 and Tuesday, June 26, 2012, Wakulla County was subjected to the effects of Tropical Storm Debby, which resulted in severe flooding. County staff from all departments responded to the emergency for the protection and safety of citizens and County property.

Governor Scott issued Executive Order 12-140, declaring a state of emergency for the State of Florida due to Tropical Storm (TS) Debby and, on July 1, 2012, the Chairman signed a State of Emergency Proclamation due to the conditions of Wakulla County. President Obama issued a major disaster declaration for the State of Florida on July 3, 2012, making Wakulla County eligible for reimbursement of allowable emergency expenditures pursuant to FEMA laws, rules and regulations.

On July 2, 2012, the Board held an emergency meeting to provide discussion and updates on TS Debby and the effect it had on Wakulla County (Attachment #1), at which time staff requested and received Board approval to pursue USDA NRCS Watershed Protection matching grants (Attachment #2).

Staff contacted the NRCS office regarding the Boards decision and the NRCS followed up with a visit to Wakulla County to assess the various flooded areas. As a result of the NRCS visit, the following projects were deemed eligible for the program:

1. Mill Creek, Bostic Pelt Road
2. Buckhorn Creek, Surf Road
3. Canal on Walker Creek Road, Shell Point
4. Municipal Avenue, Sopchoppy

Grant applications were completed with assistance and guidance from Preble-Rish for the four projects listed above. NRCS advised staff in June 2013, that projects were approved and funding was available should the County still have a need for the grant funds.

Note: Municipal Avenue in Sopchoppy was repaired by the City of Sopchoppy after the applications were submitted and prior to projects being approved for funding; therefore, it is no longer in need of the grant funds.

USDA NRCS Watershed Protection Program

This program was created by Congress for the purpose of providing financial and technical assistance for emergency watershed protection which consists of measures to reduce hazards to life and property from natural disaster such as floods, drought, and the products of excessive run off or erosion on any watershed impaired by a natural disaster. Protection measures include repairing existing water control structures, removing debris and sediment from channels, establishing vegetative cover, controlling gullies and protecting stream and canal banks. Funds cannot be used for general maintenance or long-term flood control.

This is a cost reimbursement program where NRCS provides 75% of the funding for construction costs plus 7.5% of the pre-construction cost for planning, design, permitting, and bidding. The grantee is responsible for 25% of the construction cost and all pre-construction less the 7.5% provided by the grant. Grantee match can be cash, in-kind or a combination.

Projects repaired with NRCS funds are then only eligible for future financial assistance (i.e., FEMA) no more than twice in a ten year period. Since the use of these funds should restore a site back to or better than pre-storm conditions, thereby protecting the site from future damage.

Analysis:

The areas listed above (Mill Creek/Bostic Pelt Road, Buckhorn Creek/Surf Road, Walker Creek Road/Shell Point) typically flood during periods of heavy rain and storms. Below is a summary of the issues encountered with each area and the estimated cost for repair:

> **Mill Creek, Bostic Pelt Road:** Located in a highly populated area of Wakulla County, Bostic Pelt Road runs from Wakulla Arran Road to Harvey Mill Road and is heavily travelled. During heavy rains and storms, the Mill Creek bridge area is impacted by roadside and stream bank erosion thereby creating a potential road stability issue as well as destruction

of aquatic and wetland plant species due to sedimentation issues. The project proposes to install pipe and headwalls, armor outlet/inlets with rock riprap to correct and protect this area. The estimated construction cost is $89,800.80 for recovery measures and $8,980 for pre-construction and construction oversight for a total estimated cost of $98,780.80, with County match estimated at $24,695.

Buckhorn Creek, Surf Road: Located in a low-medium populated area of Wakulla County, Surf Road runs from Sopchoppy Highway (US 319) to US 98, south of Panacea, thereby providing a route between the communities of Sopchoppy and Panacea. The OBBT also runs along Surf Road. During heavy rains and storms, the Buckhorn bridge area is impacted by roadside and stream bank erosion thereby creating a potential road stability issue as well as destruction of aquatic and wetland plant species due to sedimentation issues. The project proposes to repair wingwalls and headwalls, armor outlet/inlets with rock riprap to correct and protect this area. The estimated construction cost is $352,909 for recovery measures and $35,291 for pre-construction and construction oversight for a total estimated cost of $388,200, with County match estimated at $97,050.

Walker Creek Road/Shell Point: Located in the Shell Point Community, the Walker Creek Road provides the only access for residents to reach or leave their property. It runs parallel to an unnamed canal that floods and erodes during periods of heavy rain and storm surges thereby creating a potential road stability issue as well as destruction of aquatic and wetland plant species due to sedimentation issues. The project proposes to repair and rock riprap and headwall along the canal to protect the road, utilities and homes from further erosion as well as the plant life and habitat from runoff and sedimentation. The estimated construction cost is $744,800 for recovery measures and $74,480 for pre-construction and construction oversight for a total estimated cost of $819,280, with County match estimated at $204,820.

At this time the Board may elect to accept the grant funds for one, two, or all three projects. The Board may also determine that it does not want to accept the grant funds for any of the projects.

Should the Board elect to accept funds for all or any of the projects; staff will notify USDA NRCS, to complete the USDA NRCS Agreement and begin implementation of the project(s) with USDA NRCS and Preble-Rish. Should the Board determine not to accept all or any of the projects and not approve County matching funds; staff will notify the USDA NRCS so the grant funds can be reallocated for use by another grantee.

Budgetary Impact:
Summary of estimated cost for all three projects:

Project Location	ESTIMATED COST

	Total (pre construction and construction)	**County Match** (pre construction and construction)	**Grant Match** (pre construction and construction)
Bostic Pelt Road	$ 98,780	$ 24,695	$ 74,085
Surf Road	$388,200	$ 97,050	$291,150
Walker Creek Road	$819,280	$204,820	$614,460
Total	$1,306,260	$326,565	$979,695

No matching funds were identified or set aside when the grant applications were submitted as it was anticipated that RESTORE Act funds would be available for the matching funds by this date. This is an extremely good example of how RESTORE Act dollars can be used to match funding opportunities for County projects that will benefit all residents and visitors; and, allow the County to leverage and maximize RESTORE Act funds as soon available.

However, since RESTORE Act dollars are not yet available, the Finance Office was consulted and advised that matching funds for these projects would have to come from either the one cents sales tax or the County's reserve budget. If one cents sales tax is used, it would diminish funds for other projects such as road paving already built into the County's draft fiscal year 2013-14 budget.

Options:

1. Approve to accept the USDA Natural Resources Conservation Service (NRCS) Watershed Protection Recovery Program Matching Grant Award, select one, two or all three projects, and approve the use of matching funds from reserve.
2. Do not approve to accept the USDA Natural Resources Conservation Service (NRCS) Watershed Protection Recovery Program Matching Grant Award and do not approve the use of matching funds from reserve.
3. Board direction.

Recommendation:

Option 3

Attachment(s):

1. USDA NRCS Project Agreement

Board of County Commissioners
Agenda, Monday, July 2, 2012
EMERGENCY MEETING TROPICAL STORM DEBBIE

1. Countywide Update, including Mosquito Control and Geological Information
   Scott Nelson, Wakulla County Emergency Coordinator
   Brad Harvey, Deputy Property Appraiser

2. Updates on Damages and Recovery Efforts
   Cleve Fleming, Public Works
   Michael Morgan, Fire and EMS
   Bryan Rodenberry, Parks and Recs
   Rod Revell, Building Department

3. Approval of Items in Preparation of a Presidential Declaration, with status updates to be provided at future BOCC meetings
   David Edwards, County Administrator

   a. Debris Removal, Processing and Monitoring(***Cleve Fleming)***
   b. Approval to pursue a waiver from the Governor of the 12.5% local government match required for FEMA disaster assistance. (***Sheree Keeler***)
   c. Begin process of developing and applying for a CDBG Recovery Grant (***Sheree Keeler***)
   d. Begin process and applying for a Natural Resources Conservation Service (NRCS) (***Sheree Keeler)***

Board of County Commissioners
Wakulla County, Florida
Emergency Special Meeting
Monday, July 2, 2012

Meeting Begin: 10:00 a.m.
Commissioner Merritt called the meeting to order.

Meeting Closed: 11:49am

Present: Chairman Alan Brock, Commissioner Randy Merritt, Commissioner Jerry Moore, Commissioner Mike Stewart, County Administrator David Edwards, County Attorney Heather Encinosa, and Deputy Clerks Greg James and Suzanne Hawkins

Approval of Agenda – Limited called Emergency Board Meeting to Discuss Tropical Storm Debby issues.

Consent Agenda
1. Approval of Payment of Bills and Vouchers Submitted for June 14, 2012 through June 29, 2012 (Brent X. Thurmond, Clerk of Court): Pulled by County Administrator

General Busiuess –
Discussion and Direction Regarding Response Resulting from Tropical Storm Debby

Countywide Update, including Mosquito Control and Geological Information

Scott Nelson, Wakulla County Emergency Coordinator: 10:01; Widespread flooding. Individual Assistance by FEMA- approved; Public Assistance for the County to be reimbursed by FEMA-reimbursement for countywide flooding and damages not yet approved; $25 million FEMA threshold is required to obtain funding, this should be reached soon. Smith Creek, Donaldson Williams, Surf Road, Otter Lake, Sopchoppy River Bridge, Woodland Drive still closed due to flooding. Call to citizens to go a head and make any repairs/clean up rather than waiting for FEMA to assess damage and provide funding. RE: Mold issues can arise due to TD Debby; contact property insurance for claims.

Nick Wooten, Water Management District: (10:10): Discussed ground water levels and flooding throughout the County. Aquifer level is up and land water is up causing a slow run off.

Brad Harvey, Deputy Property Appraiser (10:30): Sent teams out to assess damages; still finding sink holes that are opening up; minimal surge damage; most of the coastal damage is runoff rather than storm surge. 418 homes affected $9 million in property damage; 30 MH, 76 single family ($8.5 million); primarily in Sopchoppy area. Some areas are still un-accessible.

Dan Samborn-American Red Cross (10:24): Here to help families with food, clothing, etc supplies. Crawfordville Elementary School Shelter is closed but is on standby.

Updates on Damages and Recovery Efforts

Cleve Fleming, Public Works (10:26): Tuesday afternoon-graders have been in service and have been/will continue to work; repairs to a couple roads that were cut in half have been complete; Estimate of damages is in the millions; Surf road and any place on 375 (from Sopchoppy to Leon Co)-FEMA will not offer assistance on these roads because they belong to the County; this includes 2 bridges. Four bridges are out-needs repairs and

inspections. Sewer system has finally caught up with demand; Raw sewage was released in Panacea due to flooding, DEP is aware of the situation; pump out standing water in some areas but in others is not feasible; main problems for the county is on the south side.

Keith Lawhon – Health Department (10:38): well water-assume it is contaminated – residents should boil water; non-well water is okay; $30 fee to get well water tested. Wells can be decontaminated using household bleach; will put instructions on how to do this on the BOCC website. Mosquito's are on the increase; larve-scide is being put out in areas where water is standing; may be able to do an aerial spray for mosquitoes.

Michael Morgan, Fire and EMS (10:43): gave power point presentation of county areas affected by the storm; close to 200 calls were answered prior to the rains; several rescues were made to residents and taken to the area shelter; Trice lane station sustained 6" of flooding as well as the VFD in St. Marks.

Bryan Rodenberry, Parks and Recs (10:49): Area north of 319 damage is minimal; area south of 319 damage is highest; some damage to floating docks; lost beach at Mashes Sands; Channel will need to be dredged due to sand erosion.

Rod Revell, Building Department – (11:26): Building permits (basic fee $30; $35, $65) will be required; if you are in a flood zone 50% rule applies re: Flood Ordinance. Will need to follow FEMA rules for flood issues; unlicensed contractors-State will be involved and Building department will be available to check out contractors.

Approval of Items in Preparation of a Presidential Declaration, with status updates to be provided at future BOCC meetings

David Edwards, County Administrator

a. Debris Removal, Processing and Monitoring(***Cleve Fleming***: (10:55): No debris removal contract with WastePro; Crowder-Gulf will honor prices provided to other counties if we can piggy back the contract; 75% FEMA; 12.5% State; 12.5% County; est. 10,000 tons of storm waste/debris to be removed; Approved to pursue by Randy Merritt, 2nd by Mike Stewart (4/0 vote)

   WastePro will be in Sopchoppy to accept storm related debris from Noon today (7/2) until Friday (7/6).

b. Request approval to pursue a waiver from the Governor of the 12.5% local government match required for FEMA disaster assistance. (***Sheree Keeler***) (11:08): Randy Merritt motion to approve – Mike Stewart 2nd motion (4/0).

c. Request approval to begin process of developing and applying for a CDBG Recovery Grant (Sheree Keeler) Randy Merritt motion to approve – Mike Stewart 2nd motion (4/0).

USDA NRCS Grant

d. Request approval to begin process and applying for a Natural Resources Conservation Service (NRCS) (Sheree Keeler) Randy Merritt motion to approve – Mike Stewart 2nd motion (4/0).

e. Request by David Edwards to utilize $100,000 in disaster relief funds now (4/0). Randy Merritt motion to approve – Mike Stewart 2nd motion (4/0).

Citizens: (11:12): How and where to contact FEMA for damages; (11:13) PO Box 1688 Wakulla Coalition for Youth 926-3526 or 211 or DFS (Dept of Financial Services) also has a group to help citizens work with their insurance companies or help with insurance problems; (11:22) Dale Boatwright-his property is a total loss and requesting help and needs to know what he can do; (11:24) Deke Coleman-houses built on flood plains – County should not allow building in flood plains in the future; (11:25) Joe Jagger-what type of building permits will be needed when properties are put back together? Will need to contact Building Department regarding

necessity for permits vs what work is being done. (11:31) Ralph Thomas-warning about looters; unlicensed contractor warning; raw sewage-pump station regarding scallop season-should there be a warning issued. (11:37)-David Jensen – Posey Road flooding – is requesting BOCC involvement with this issue; (11:40) Joy Neeves – IA portion of FEMA – what kinds of things are covered? FEMA provides assistance to get home back to 'livable' conditions and does not cover contents. (11:48) Brenda Lovette-Red Cross caseworker -who coordinates section 8 housing.

Commissioners:
Alan Brock-reach out to State regarding the no-travel request to Wakulla Citizens who are state workers and did not go to work that day.
Mike Stewart-big thanks to Public Works, EMS, and Fire for their efforts.

Adjourn at 11:49 a.m.

The next Board of County Commissioners Meeting is scheduled for
Monday, July 16, 2012 at 5:00p.m

Mill Creek
Bostic Pelt Road

United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

NRCS Entry Only
Eligible: YES ☐ NO ☐
Approved: YES ☐ NO ☐
Funding Priority Number (from Section 4) 2
Limited Resource Area: YES ☐ NO ☐

Section 1A

Date of Report: 08/17/2012

DSR Number: TSD-WAK-01 Project Number: _____

Section 1B Sponsor Information

Sponsor Name: Wakulla County Board of County Commissioners

Address: PO Box 1263

City/State/Zip: Crawfordville, FL 32326

Telephone Number: (850) 926-0919 Fax: (850) 929-9006

Section 1C Site Location Information

County: Wakulla State: FL Congressional District: 2

Latitude: 30.1673429 Longitude: -84.402688 Section: _____ Township: _____ Range: _____

UTM Coordinates: _____

Drainage Name: Mill Creek Reach: Bostic Pelt Rd.

Damage Description: Road overtopped cut road in half erosion in roadway and on roadside; debris in channel

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	☑	☐	Tropical Storm Debby
Recovery measures would be for runoff retardation or soil erosion prevention?*	☑	☐	
Threat to life and/or property?*	☑	☐	Road is severed and poses a safety hazard
Event caused a sudden impairment in the watershed?*	☑	☐	Sediment from roadway is impairing watershed
Imminent threat was created by this event?**	☑	☐	Road is closed due to erosion from storm event
For structural repairs, not repaired twice within ten years?**	☑	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6 ***)	☐	☐	
Proposed action technically viable? (Go to Page 9 ***)	☐	☐	

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☑ NO ☐

Comments: Sponsor will notify the public.

* Statutory
** Regulation
*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO: TSD-WAK-01

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

Install pipe and concrete headwalls at culvert ends; install rock rip rap revetment at outlets and inlets to prevent further erosion.

Total installation cost identified in this DSR: Section 3: $ 89,800.80

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programms.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (vocie and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO: TSD-WAK-01

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Install pipe and headwalls, armor outlets/inlets with rock riprap.	Roadside continues to erode, Scour at outlet continues to dump sediment into stream	
		2D Effects of Alternatives		
Soil				
Roadside Erosion	Soil erosion threatens road stability	erosion eliminated by structures	increase in erosion after each storm event	
Streambank Erosion	Streambank erosion occurring	erosion eliminated by structures	increase in erosion after each storm event	
Mass Movement	Mass movement occurring from roadway	mass movement at storm events eliminated	increase in mass movement with each storm event	
Water				
Capacity Reduced by sediment accumulation	Capacity reduced by debris and sediment	stream channel capacity stabilizes by soil protection	Stream channel capacity reduced by deposition in reach	
Turbidity	turbidity increased by siltation	turbidity reduced by soil protection	turbidity increases as erosion increases	
Suspended Sediment	suspended sediment occurring	sediment reduced by soil protection	sedimentation increases as erosion increases	
Air				
Quality	Air quality adequate	no effect	no effect	
Plant				
Wetland plant species-condition	Wetland species affected by sedimentation	reduce siltation and sedimentation on wetland veg.	siltation and sedimentation continues to kill vegetation	
Animal				
Aquatic species-condition	Aquatic species affected by sedimentation	habitat improved by removal of sediment	siltation and sedimentation continues to destroy habitat	
Other				
Human	Risk of road/utility failure	Road/Utility protected	Potential for failure of road/utility	

DSR NO: TSD-WAK-01

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	Sediment entering drainage way & being deposited downstream	minimal sediment deposited; turbidity lessened;	sediment will be continued to be deposited downstream; stream turbidity increases	
Coastal Zone Management Areas	N/A	N/A	N/A	
Coral Reefs	N/A	N/A	N/A	
Cultural Resources	No cultural resources within site	no effect	no effect	
Endangered and Threatened Species	no threatened or endangered species are effected	no threatened or endangered species are nffected	no threatened or endangered species are effected	
Environmental Justice	The site has no impact on environmental justice	no effect	no effect	
Essential Fish Habitat	waterway is not considered essential fish habitat	waterway is not considered essential fish habitat	waterway is not considered essential fish habitat	
Fish and Wildlife Coordination	N/A	N/A	N/A	
Floodplain Management	erosion contributing to sediment deposition in floodplain	deposition ends.	deposition increases	
Invasive Species	no invasive species observed in project area	no invasive species observed in project area	no invasive species observed in project area	
Migratory Birds	the site will not effect migratory birds.	migratory birds not impacted in project area	migratory birds not impacted in project area	
Natural Areas	This site is not designated as a natural area.	This site is not designated as a natural area.	This site is not designated as a natural area.	
Prime and Unique Farmlands	None within project area	None within project area	None within project area	
Riparian Areas	sedimentation occurring in riparian zones downstream	No effect	increase in sedimentation of downstream riparian zones	
Scenic Beauty	N/A	N/A	N/A	
Wetlands	Sediment deposited in drainageway	No effect	Sedimentation increases with each additional storm	
Wild and Scenic Rivers	no wild or scenic river found in project area	no wild or scenic river found in project area	no wild or scenic river found in project area	

Completed By: S. Means Date: 09/06/2012

DSR NO: TSD-WAK-01

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages ($)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
		0%	
		0%	
		0%	
		0%	
Properties Protected (Public)			
Existing structure: 2 -72' dia. pipes & guardrails	$50,000.00	100%	$50,000.00
Road - paved $200/lf x 250 ft	50,000.00	100%	50,000.00
electric and phone	10,000.00	100%	10,000.00
Public water supply - waterline 8"	10,000.00	100%	10,000.00
Business Losses			
		100%	
		0%	
		0%	
		0%	
Other			
		100%	
Utility Vehicle Route	5,000.00	100%	5,000.00
School Bus Route	5,000.00	100%	5,000.00
Emergency Vehicle Route	5,000.00	100%	5,000.00
Mail Carrier Route	5,000.00	100%	5,000.00
Total Near Term Damage Reduction $			140,000.00
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			$50,199.20

Completed By: S. Means Date: 09/03/2012

Notes:

Section 2G Social Consideration This section must be completed by each alternative considered

(attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☑	
Is there the potential for loss of life due to damages from the watershed impairment?	☑	☐	Road is closed as erosion from overtopping has severed road.
Has access to a hospital or medical facility been impaired by watershed impairment?	☑	☐	Road is closed as erosion from overtopping has severed road.
Has the community as a whole been adversely impacted by the watersbed impairment (life and property ceases to operate in a normal capacity)	☑	☐	Road is closed as erosion from overtopping has severed road. The community is required to detour.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☑	☐	Debris in the channel has increased the flooding potential.

Completed By: S. Means Date: 09/03/2012

DSR NO: TSD-WAK-01

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	8
American Indian/Alaska Native Female Non-Hispanic	82
American Indian/Alaska Native Male Hispanic	9
American Indian/Alaska Native Male Non-Hispanic	92
Asian Female Hispanic	3
Asian Female Non-Hispanic	97
Asian Male Hispanic	3
Asian Male Non-Hispanic	69
Black or African American Female Hispanic	17
Black or African American Female Non-Hispanic	1,389
Black or African American Male Hispanic	41
Black or African American Male Non-Hispanic	3,017
Hawaiian Native/Pacific Islander Female Hispanic	1
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	17
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	275
White Female Non-Hispanic	11,601
White Male Hispanic	477
White Male Non-Hispanic	12,871
Total Group	30069

Census tract(s) 2012 census-Wakulla County

Completed By: Sheree T. Keeler Date: 09/11/2011

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Sponsor will obtain permits and easements as required.

Mitigation Description:

Sponsor is responsible for any mitigation required by permits. Mitigation requirements will be determined by permitting agency.

Agencies, persons, and references consulted, or to be consulted:

FWS, COE, DEP, NWFWMD

DSR NO: TSD-WAK-01

Section 3 Engineering Cost Estimate

Completed By: A. Wise Date: 09/06/2012

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost ($)	Amount ($)
Mobilization	1	LS	$7,483.40	$7,483.40
Maintenance of Traffic	1	LS	$2,245.02	$2,245.02
Contractors Erosion Control	1	LS	$2,245.02	$2,245.02
Bonds and Insurance	1	LS	$2,993.36	$2,993.36
Dewatering	1	LS	$5,000.00	$5,000.00
Grading and Shaping	600	SY	$5.00	$3,000.00
Rock Riprap	129	TN	$100.00	$12,900.00
Bedding Stone	45	TN	$75.00	$3,375.00
Geotextile	150	SY	$4.00	$600.00
Concrete Headwalls	45	CY	$1,000.00	$45,000.00
Sod	333	SY	$3.00	$999.00
Concrete Ditch Pavement	88	SY	$45.00	$3,960.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Installation Cost (Enter in Section 1F)$	89,800.80

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other (Specify)	

DSR NO: TSD-WAK-01

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifer
1. Is this an exigency situation?	☐	☑		
2. Is this a site where there is serious, but not immediate threat to human life?	☑	☐		2de
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☑	☐		
4. Is this site a funding priority established by the NRCS Chief?	☐	☑		
The following are modifiers for the above criteria			**Modifier**	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			d	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			e	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Road is closed due to erosion from overtopping due to storm event. Road continues to degrade and sediment from roadway continues to deposit into the stream.

DSR NO: TSD-WAK-01

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

Install pipe and concrete headwalls at culvert ends; install rock rip rap revetment at outlets and inlets to prevent further erosion.

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

✓ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter 5.2.2.5.2
Chapter 5.2.3.4.2
Chapter 5.2.2.2.2
Chapter _____
Chapter _____

____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team:

Name/Title: _____ Date: _____

Section 5B Comments:

Section 5C Sponsor Concurrence:

Sponsor Representative

Title: Chairman, Yakima County Board of Commissioners Date: 9/11/12

Section 6 Attachments:

A. Location Map
B. Site Plan or Sketches
C. Other (explain)

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative, and any other alternatives being considered. The "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage ($) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.

Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Buckhorn Creek
Surf Road

United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 08/17/2012

DSR Number: TSD-WAK-04 Project Number: _____

NRCS Entry Only
Eligible: YES ☐ NO ☐
Approved: YES ☐ NO ☐
Funding Priority Number (from Section 4) 2
Limited Resource Area: YES ☐ NO ☐

Section 1B Sponsor Information

Sponsor Name: Wakulla County Board of County Commissioners

Address: PO Box 1263

City/State/Zip: Crawfordville, FL 32326

Telephone Number: (850) 926-0919 Fax: (850) 929-9006

Section 1C Site Location Information

County: Wakulla State: FL Congressional District: 2

Latitude: 30.051758 Longitude: -84.464107 Section: _____ Township: _____ Range: _____

UTM Coordinates: _____

Drainage Name: Buckhorn Creek Reach: Surf Rd.

Damage Description: Road overtopped cut road in half erosion in roadway and on roadside; debris in channel.

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	☑	☐	Tropical Storm Debby
Recovery measures would be for runoff retardation or soil erosion prevention?*	☑	☐	
Threat to life and/or property?*	☑	☐	road
Event caused a sudden impairment in the watershed?*	☑	☐	Sediment from roadway is impairing watershed
Imminent threat was created by this event?**	☑	☐	Road is closed due to erosion from storm event
For structural repairs, not repaired twice within ten years?**	☑	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6 ***)	☑	☐	
Proposed action technically viable? (Go to Page 9 ***)	☑	☐	

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☑ NO ☐

Comments: Sponsor will notify the public.

* Statutory
** Regulation
*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO: TSD-WAK-04

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

Repair wingwall and concrete headwalls at culvert ends; install rock rip rap revetment at outlets and inlets to prevent further erosion.

Total installation cost identified in this DSR: Section 3: $ 352,909.20

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programms.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO: TSD-WAK-04

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Repair Wingwalls and headwalls, armor outlets/inlets with rock riprap.	Roadside continues to erode, Scour at outlet continues to dump sediment into stream	
		2D Effects of Alternatives		
Soil				
Roadside Erosion	Soil erosion threatens road stability	erosion eliminated by structures	increase in erosion after each storm event	
Streambank Erosion	Streambank erosion occurring	erosion eliminated by structures	increase in erosion after each storm event	
Water				
Capacity Reduced by sediment accumulation	Capacity reduced by debris and sediment	stream channel capacity stabilizes by soil protection	Stream channel capacity reduced by deposition in reach	
Turbidity	turbidity increased by siltation	turbidity reduced by soil protection	turbidity increases as erosion increases	
Suspended Sediment	suspended sediment occurring	sediment reduced by soil protection	sedimentation increases as erosion increases	
Air				
Quality	Air quality adequate	no effect	no effect	
Plant				
Wetland plant species-condition	Wetland species affected by sedimentation	reduce siltation and sedimentation on wetland veg.	siltation and sedimentation continues to kill vegetation	
Animal				
Aquatic species-condition	Aquatic species affected by sedimentation	habitat improved by removal of sediment	siltation and sedimentation continues to destroy habitat	
Other				
Human	Risk of road/utility failure	Road/Utility protected	Potential for failure of road/utility	

DSR NO: TSD-WAK-04

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	Sediment entering drainage way & being deposited downstream	minimal sediment deposited; turbidity lessened;	sediment will be continued to be deposited downstream; stream turbidity increases	
Coastal Zone Management Areas	site is in Coastal zone management area	no adverse effect	Sediment continues to be deposited.	
Coral Reefs	N/A	N/A	N/A	
Cultural Resources	No cultural resources within site	no effect	no effect	
Endangered and Threatened Species	no threatened or endangered species are effected	no threatened or endangered species are effected	no threatened or endangered species are effected	
Environmental Justice	The site has no impact on environmental justice	no effect	no effect	
Essential Fish Habitat	waterway is not considered essential fish habitat	waterway is not considered essential fish habitat	waterway is not considered essential fish habitat	
Fish and Wildlife Coordination	N/A	N/A	N/A	
Floodplain Management	erosion contributing to sediment deposition in floodplain	deposition ends.	deposition increases	
Invasive Species	no invasive species observed in project area	no invasive species observed in project area	no invasive species observed in project area	
Migratory Birds	the site will not effect migratory birds.	migratory birds not impacted in project area	migratory birds not impacted in project area	
Natural Areas	This site is not designated as a natural area.	This site is not designated as a natural area.	This site is not designated as a natural area.	
Prime and Unique Farmlands	None within project area	None within project area	None within project area	
Riparian Areas	sedimentation occurring in ripadan zones downstream	No effect	increase in sedimentation of downstream riparian zones	
Scenic Beauty	N/A	N/A	N/A	
Wetlands	Sediment deposited in drainageway	No effect	Sedimentation increases with each additional storm	
Wild and Scenic Rivers	no wild or scenic river found in project area	no wild or scenic river found in project area	no wild or scenic river found in project area	

Completed By: S.Means Date: 09/06/2012

DSR NO: TSD-WAK-04

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages ($)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
		0%	
		0%	
		0%	
		0%	
Properties Protected (Public)			
3- 11' x 13.5' wide box culvert struct. with wingwalls	$350,000.00	100%	$350,000.00
Road - paved $200/lf x 165 ft	33,000.00	100%	33,000.00
		100%	
		100%	
Business Losses			
		100%	
		0%	
		0%	
		0%	
Other			
		100%	
Utility Vehicle Route	5,000.00	100%	5,000.00
School Bus Route	5,000.00	100%	5,000.00
Emergency Vehicle Route	5,000.00	100%	5,000.00
Mail Carrier Route	5,000.00	100%	5,000.00
Total Near Term Damage Reduction $			403,000.00
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			$50,090.80

Completed By: S. Means Date: 09/03/2012

Notes:

Surf Road is a emergency access route from the coast for evacuation from storm events and a major throughway. Closure of this road due to road failure would be a significant safety hazard.

Section 2G Social Consideration This section must be completed by each alternative considered

(attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☑	
Is there the potential for loss of life due to damages from the watershed impairment?	☑	☐	Road was closed as erosion from overtopping severed road. Temporary repair in place but is not stable.
Has access to a hospital or medical facility been impaired by watershed impairment?	☑	☐	Road was closed as erosion from overtopping severed road; temporary repair in place but is not stable.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☑	☐	Road was closed as erosion from overtopping severed road. The community was required to detour. Major through road and emergency access for community.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☑	☐	Road was closed as erosion from overtopping severed road. The community was required to detour. Major road and emergency access.

Completed By: S. Means Date: 09/03/2012

DSR NO: TSD-WAK-04

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	8
American Indian/Alaska Native Female Non-Hispanic	82
American Indian/Alaska Native Male Hispanic	9
American Indian/Alaska Native Male Non-Hispanic	92
Asian Female Hispanic	3
Asian Female Non-Hispanic	97
Asian Male Hispanic	3
Asian Male Non-Hispanic	69
Black or African American Female Hispanic	17
Black or African American Female Non-Hispanic	1,389
Black or African American Male Hispanic	41
Black or African American Male Non-Hispanic	3,017
Hawaiian Native/Pacific Islander Female Hispanic	1
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	17
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	275
White Female Non-Hispanic	11,601
White Male Hispanic	477
White Male Non-Hispanic	12,871
Total Group	30069

Census tract(s) 2012 census-Wakulla County

Completed By: Sheree T. Keeler Date: 09/11/2011

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Sponsor will obtain permits and easements as required.

Mitigation Description:

Sponsor is responsible for any mitigation required by permits. Mitigation requirements will be determined by permitting agency.

Agencies, persons, and references consulted, or to be consulted:

FWS, COE, DEP, NWFWMD

DSR NO: TSD-WAK-04

Section 3 Engineering Cost Estimate

Completed By: A. Wise Date: 09/06/2012

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost ($)	Amount ($)
Mobilization	1	LS	$29,409.10	$29,409.10
Traffic Control	1	LS	$8,822.73	$8,822.73
Pollution Control	1	LS	$8,822.73	$8,822.73
Bonds and Insurance	1	LS	$11,763.64	$11,763.64
Dewatering	1	LS	$20,000.00	$20,000.00
Grading and Shaping	1,333	SY	$5.00	$6,665.00
Rock Riprap	946	TN	$100.00	$94,600.00
Bedding Stone	330	TN	$75.00	$24,750.00
Geotextile	1,100	SY	$4.00	$4,400.00
Concrete Headwalls	138	CY	$1,000.00	$138,000.00
Sod	167	SY	$3.00	$501.00
Structure Removal	69	CY	$75.00	$5,175.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Installation Cost (Enter in Section 1F)$	352,909.20

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other (Specifiy)	

DSR NO: TSD-WAK-04

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifer
1. Is this an exigency situation?	☐	☑		
2. Is this a site where there is serious, but not immediate threat to human life?	☑	☐		2de
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☑	☐		
4. Is this site a funding priority established by the NRCS Chief?	☐	☑		
The following are modifiers for the above criteria			**Modifier**	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			d	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			e	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Road was closed due to erosion from overtopping due to storm event. Road has been temporarily repaired to reopen major throughway. Repair continues to degrade and sediment from roadway continues to deposit into the stream.

DSR NO: TSD-WAK-04

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

Install pipe and concrete headwalls at culvert ends; Install rock rip rap revetment at outlets and inlets to prevent further erosion.

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

✓ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter 5.2.2.5.2
Chapter 5.2.3.4.2
Chapter 5.2.2.2.2
Chapter _____
Chapter _____

____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team:

Name/Title: _____ Date: _____

Section 5B Comments:

Section 5C Sponsor Concurrence:

Sponsor Representative

Chairman, Wahkiakum County
Title: Board of Commissioners Date: 9/11/12

Section 6 Attachments:

A. Location Map
B. Site Plan or Sketches
C. Other (explain)

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative, and any other alternatives being considered. The "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage ($) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.

Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Walker Creek Road
Shell Point

United States Department of Agriculture
Natural Resources Conservation Service

OMB No. 0578-0030
NRCS-PDM-20

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 08/23/2012

DSR Number: TSD-WAK-02 Project Number: _____

NRCS Entry Only
Eligible: YES ☐ NO ☐
Approved: YES ☐ NO ☐
Funding Priority Number (from Section 4) 2
Limited Resource Area: YES ☐ NO ☐

Section 1B Sponsor Informatiou

Sponsor Name: Wakulla County Board of County Commissioners

Address: PO Box 1263

City/State/Zip: Crawfordville, FL 32326

Telephone Number: (850) 926-0919 Fax: (850) 929-9006

Section 1C Site Location Information

County: Wakulla State: FL Congressional District: 2

Latitude: 30.0610816 Longitude: -84.2921061 Section: _____ Township: _____ Range: _____

UTM Coordinates: _____

Drainage Name: unnamed canal Reach: Walker Creek Rd.

Damage Description: Erosion along canal threatens road stability and road closure.

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	☑	☐	Tropical Storm Debby
Recovery measures would be for runoff retardation or soil erosion prevention?*	☑	☐	
Threat to life and/or property?*	☑	☐	road is unstable and erosion threatens closure; road is sole access to homes.
Event caused a sudden impairment in the watershed?*	☑	☐	road is unstable and erosion threatens closure; road is sole access to homes.
Imminent threat was created by this event?**	☑	☐	road is unstable and erosion threatens closure; road is sole access to homes
For structural repairs, not repaired twice within ten years?**	☑	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6 ***)	☐	☐	
Proposed action technically viable? (Go to Page 9 ***)	☐	☐	

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☑ NO ☐

Comments: Sponsor will notify the public.

* Statutory
** Regulation
*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

DSR NO: TSD-WAK-02

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

Install sheet pile headwall and rock revetment to stabilize roadway and prevent further erosion that will damage fire protection and water utilities.

Total installation cost identified in this DSR: Section 3: $ 744,800.40

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programms.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (vocie and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

DSR NO: TSD-WAK-02

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation: Proposed Action	2C Alternative Designation: No Action	2C Alternative Designation: Alternative
		Install rock riprap and headwall along canal to protect road, utilites and homes from erosion.	Roadside continues to erode, bank stability threatened; dumps sediment into waterway	
		2D Effects of Alternatives		
Soil				
Roadside Erosion	Soil erosion threatens road stability	erosion eliminated by structures	Increase in erosion after each storm event	
Mass Movement	Canal bank sloughing off; bank stability threatened	erosion eliminated by structures	Increase in erosion after each storm event	
Water				
Capacity Reduced by sediment accumulation	Capacity reduced by sediment in waterway	erosion eliminated by headwall	Waterway capacity reduced by deposition in channel	
Turbidity	turbidity increased by siltation	turbidity reduced by soil protection	turbidity increases as erosion increases	
Suspended Sediment	suspended sediment occurring	sediment reduced by soil protection	sedimentation increases as erosion increases	
Air				
Quality	Air quality adequate	no effect	no effect	
Plant				
Wetland species-condition	Wetland species affected by sedimentation	habitat improved by removal of sediment	sedimentation destroys wetland habitat	
Animal				
Aquatic species-condition	Aquatic species affected by sedimentation	habitat improved by removal of sediment	siltation and sedimentation continues to destroy habitat	
Other				
Human - roadway	Risk of road/utility failure	Road/Utility protected	Potential for failure of road/utility	
Human - waterway	Sediment fills in waterway reducing function	waterway protected	sediment fills in waterway	

DSR NO: TSD-WAK-02

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	Sediment entering waterway & being deposited in channel.	Structures elminate erosion.	sediment will be continued to be deposited waterway with each storm event.	
Coastal Zone Management Areas	Site is in coastal zone management area	reduces sedimentation in coastal zone managment area	sedimentation continues in coastal zone management area	
Coral Reefs	N/A	N/A	N/A	
Cultural Resources	No cultural resources within site	no effect	no effect	
Endangered and Threatened Species	no threatened or endangered species are effected	no threatened or endangered species are effected	no threatened or endangered species are effected	
Environmental Justice	The site has no impact on environmental justice	no effect	no effect	
Essential Fish Habitat	waterway is not considered essential fish habitat	waterway is not considered essentini fish habitat	waterway is not considered essential fish habitat	
Fish and Wildlife Coordination	N/A	N/A	N/A	
Floodplain Management	erosion contributing to sediment deposition in floodplain	deposition ends.	deposition increases	
Invasive Species	no invasive species observed in project area	no invasive species observed in project area	no invasive species observed in project area	
Migratory Birds	the site will not affect migratory birds.	migratory birds not impacted in project area	migratory birds not impacted in project area	
Natural Areas	This site is not designated as a natural area.	This site is not designated as a natural area.	This site is not designated as a natural area.	
Prime and Unique Farmlands	None within project area	None within project area	None within project area	
Riparian Areas	Site is not in riparian area.	No effect	no effect	
Scenic Beauty	N/A	N/A	N/A	
Wetlands	Sediment deposited in drainageway	No effect	Sedimentation increases with each additional storm	
Wild and Scenic Rivers	no wild or scenic river found in project area	no wild or scenic river found in project area	no wild or scenic river found in project area	

Completed By: S. Means Date: 09/06/2012

DSR NO: TSD-WAK-02

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages ($)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
14 homes x $195,000	$2,730,000.00	10%	$273,000.00
12 homes x $95,000	1,140,000.00	10%	114,000.00
		0%	
		0%	
Properties Protected (Public)			
1100 ft paved road with curb and gutter x $250/lf	$275,000.00	100%	$275,000.00
993 ft. unpaved road x $100/lf	99,300.00	100%	99,300.00
fire protection system (hydrants)	10,000.00	100%	10,000.00
water service to homes along road	20,000.00	100%	20,000.00
Business Losses			
		100%	
		0%	
		0%	
		0%	
Other			
Utility Vehicle Route	$5,000.00	100%	$5,000.00
		100%	
		100%	
Emergency Vehicle Route	5,000.00	100%	5,000.00
Mail Carrier Route	5,000.00	100%	5,000.00
Total Near Term Damage Reduction $			806,300.00
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			$61,499.60

Completed By: S. Means Date: 09/06/2012

Notes:

Section 2G Social Consideration This section must be completed by each alternative considered

(attach additional sheets as necessary).

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☑	
Is there the potential for loss of life due to damages from the watershed impairment?	☐	☑	Road was severed and has been repaired.
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☑	Road was closed as erosion from overtopping has severed road.
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☑	☐	Road was closed as erosion from overtopping has severed road. The community was required to detour, prior to repair. Road repair is unstable and is threatening roadway.
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☑	☐	Road repair is unstable and roadway is threatened.

Completed By: S. Means Date: 09/03/2012

DSR NO: TSD-WAK-02

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	8
American Indian/Alaska Native Female Non-Hispanic	82
American Indian/Alaska Native Male Hispanic	9
American Indian/Alaska Native Male Non-Hispanic	92
Asian Female Hispanic	3
Asian Female Non-Hispanic	97
Asian Male Hispanic	3
Asian Male Non-Hispanic	69
Black or African American Female Hispanic	17
Black or African American Female Non-Hispanic	1,389
Black or African American Male Hispanic	41
Black or African American Male Non-Hispanic	3,017
Hawaiian Native/Pacific Islander Female Hispanic	1
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	17
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	275
White Female Non-Hispanic	11,601
White Male Hispanic	477
White Male Non-Hispanic	12,871
Total Group	30069

Census tract(s) 2012 census-Wakulla County

Completed By: Sheree T. Keeler Date: 09/11/2011

Section 21. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Sponsor will obtain permits and easements as required.

Mitigation Description:

Sponsor is responsible for any mitigation required by permits. Mitigation requirements will be determined by permitting agency.

Agencies, persons, and references consulted, or to be consulted:

FWS, COE, DEP, NWFWMD

DSR NO: TSD-WAK-02

Section 3 Engineering Cost Estimate

Completed By: A. Wise Date: 09/06/2012

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost ($)	Amount ($)
Mobilization	1	LS	$62,066.70	$62,066.70
Trafffic control	1	LS	$18,620.01	$18,620.01
Pollution control	1	LS	$18,620.01	$18,620.01
Bond and Insurance	1	LS	$24,826.68	$24,826.68
Dewatering	1	LS	$15,000.00	$15,000.00
Grading and Shaping	3,500	SY	$5.00	$17,500.00
Rock Riprap	2,006	TN	$100.00	$200,600.00
Bedding Stone	700	TN	$75.00	$52,500.00
Geotextile	3,267	SY	$4.00	$13,068.00
Sod	2,333	SY	$3.00	$6,999.00
Sheet Pile headwall with concrete cap	2,100	LF	$150.00	$315,000.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Installation Cost (Enter in Section 1F)$	744,800.40

Unit Abbreviations:

AC	Acre	LS	Lump Sum
CY	Cubic Yard	SF	Square Feet
EA	Each	SY	Square Yard
HR	Hour	TN	Ton
LF	Linear Feet	Other (Specify)	

DSR NO: TSD-WAK-02

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifer
1. Is this an exigency situation?	☐	☑		
2. Is this a site where there is serious, but not immediate threat to human life?	☑	☐		2de
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☑	☐		
4. Is this site a funding priority established by the NRCS Chief?	☐	☑		
The following are modifiers for the above criteria			**Modifier**	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?			d	
e. Will the proposed action or alternatives maintain or improve current water quality conditions?			e	
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

Road is unstable due to bank sloughing and bank stability issues. Fire protection and water utilities are threatened. Road is sole access to homes.

DSR NO: TSD-WAK-02

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

Install sheet pile headwall and rock revetment to stabilize roadway and prevent further erosion that will damage fire protection and water utilities.

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

✓ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter 5.3.3.1.2
Chapter 5.3.3.1.1
Chapter 5.2.2.2.1
Chapter _____
Chapter _____

____ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team:

Name/Title: _____ Date: _____

Section 5B Comments:

Section 5C Sponsor Concurrence:

Sponsor Representative

Chairman, Wakulla County
Title: Board of Commissioners Date: 9/11/12

Section 6 Attachments:

A. Location Map
B. Site Plan or Sketches
C. Other (explain)

INSTRUCTIONS FOR COMPLETING THE NRCS-PDM-20, DSR

	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS only portion of Section 1A.
1A	Enter the Date, DSR Number, Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage Name, Reach within drainage, and Damage Description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	

	Explanation of Requested Item	Who Completes
Section 2	Use available natural resource, economic, and social, information, including the EWP Programmatic Environmental Impact Statement (PEIS), to briefly describe the effects of the alternatives to the proposed action including the "no action" alternative. Typically, the proposed action and no action are the alternatives considered for EWP recovery measures due to the focus on repairing or preventing damages within a watershed. However, in cases where additional alternatives are considered, include all pertinent information to adequately address the additional alternatives (e.g., proposed action would be bio-engineering for bank stabilization, no action alternative, and an additional alternative may be riprap for bank stabilization). Do not leave blanks where a consideration is not applicable, use NA to indicate the factor was considered but not applicable for the alternative.	NRCS completes with voluntary assistance from Sponsor.
2A	List all resource concerns which are relevant to the area of the proposed action and alternatives. Refer to National Bulletin 450-5-8 TCH-COMPLETING AND FILING MEASUREMENT UNITS FOR RESOURCE CONCERNS IN THE FIELD OFFICE TECHNICAL GUIDE (FOTG). Note: the affected area may extend beyond the construction foot print (ex. where water quality or water rights are affected downstream of the site).	
2B	Provide a brief description of the present condition of each resource concern listed in 2A. Quantify conditions where possible. Reference accompanying photo documentation.	
2C	Briefly summarize the practice/system of practices being proposed, as well as the "no action" alternative, and any other alternatives being considered. The "no action" alternative is the predicted future condition if no action is taken.	
2D	Document the efforts of the proposed action and alternatives for the considerations listed in 2A. Reference applicable quality criteria, information in the CPPE, and quantify effects whenever possible. Consider both long-term and short-term effects. Consider any effects which may be individually minor but cumulatively significant at a larger scale or over an extended time period. Clearly define the differences between proposed action, no action, and the other alternatives.	

2E	Enter Special Environmental Concerns for Clean Water Act Waters of the U.S., Coastal Zone Management Areas, Coral Reefs, Cultural Resources, Endangered and Threatened Species, Environmental Justice, Essential Fish Habitat, Fish and Wildlife Coordination, Floodplain Management, Invasive Species, Migratory Birds, Natural Areas, Prime and Unique Farmlands, Riparian Areas, Scenic Beauty, Wetlands, and Wild and Scenic Rivers for each alternative considered. In the case where the selected alternative from Section 5A impacts a Special Environmental Concern, additional information, coordination, permitting or mitigation may be required and adequate documentation should be prepared and attached to the DSR to identify how NRCS or the Sponsor addressed the concern	
2F	Identify Property Protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original pre-event condition or value. The damage dollar method uses an estimate of the future damage to value (e.g. if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office. The DSI team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage ($) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from section 3 from the total near term damage reduction. The economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
2G	Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors. Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired. This information is part of the environmental evaluation portion of the DSR but may be pertinent in Section 4 regarding priorities. The Social Considerations Section must be completed for each alternative considered. Attach additional sheets as necessary.	
2H	Enter the Group Representation Information for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	Sponsor completes.

2I	Enter whether easement, permissions, or permits, and mitigation will require consultation or coordination for the selected alternative (e.g., Clean Water Act section 404 permit, Endangered Species Act section 10 permits, and any State or county permits or requirements). Describe mitigation to be applied that will offset any adverse impacts and attach any documentation from other agencies regarding mitigation requirements.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 3	Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost. Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1F. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 4	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a. through f. in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indictor(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority that a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.

	Explanation of Requested Item	Who Completes
Section 5	Enter the Findings, Rationale Supporting Findings, NRCS Representative signature and Comments, and Concurrence signature by the Sponsor(s).	NRCS completes.
5A	Indicate the preferred alternative and check the applicable finding being made. The NRCS Representative signs indicating the Finding selected. If the proposed action was adequately addressed in the PEIS, check all appropriate chapter paragraphs.	
5B	Enter any additional Comments.	
5C	Sponsor(s) review and concurrence.	Sponsor(s) signature.

Section 6	Include attachments for location map, site sketch or plan and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

DRAFT

STATE: Florida
PROJECT: 5063
AGREEMENT NO.: 69-4209-13-1784

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
PROJECT AGREEMENT

LOCALLY LED CONTRACTING

I. AUTHORITY

A. Code of Federal Regulations, Title 7: Agriculture, Part 624-Emergency Watershed Protection, paragraph 624.8(c) authorizes NRCS to enter into a cooperative agreement with a sponsor.

B. For purposes of this agreement, "Sponsor" refers to Name and State and is defined in 7 CFR 624.4(g) as: "Project sponsor means a State government or a State agency or a legal subdivision thereof, local unit of government, or any Native American tribe or tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b), with a legal interest in or responsibility for the values threatened by a watershed emergency; is capable of obtaining necessary land rights; and is capable of carrying out any operation and maintenance responsibilities that may be required."

II. PURPOSE

THIS AGREEMENT is hereby entered into by and between the Wakulla County Board of County Commissioners hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 10.923.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection (EWP) Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by Tropical Storm Debby.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the estimated eligible construction cost for this agreement is limited to $1,265,000.00 for the following described works of improvement.

Location	Description	DSR No.
Bostic Pelt Road	Stabilize eroded area with riprap and vegetation tp prevent erosion and provide outlet for safe disposal of runoff.	TSD-WAK-01
Walker Creek Road	Stabilize canal bank with sheet piling and rock riprap to prevent erosion and sedimentation.	TSD-WAK-02
Municipal Avenue	Stabilize eroded area with riprap and vegetation and provide lined waterway outlet and pipe for safe disposal of runoff.	TSD-WAK-03
Surf Road	Stabilize eroded area with riprap and vegetation to prevent erosion.	TSD-WAK-04

The Sponsor will be reimbursed, from financial assistance funds, for *actual* eligible cost of constructing the works of improvement as described in Sections II.B.3 and II.C.1.

The Sponsor will be reimbursed, from technical assistance funds, for eligible in-kind technical services as described in Sections II.B.8 and Section II.C.2.

B. THE SPONSOR WILL:

1. Designate an individual to serve as Project Manager to coordinate the requirements of this agreement with NRCS. The designation of the Sponsor's Project Manager shall be in writing to the Florida NRCS EWP Program Manager.

2. Provide for accomplishment of the works of improvement described in Section II.A and provide for their completion by January 18, 2014.

3. Provide 25% of the actual eligible construction cost, 100% of all ineligible construction costs, and 100% of all cost above the estimated eligible construction cost for the works of improvement described in Section II.A. Sponsor's 25% of the actual eligible construction may be in the form of cash, in-kind construction services, or a combination of both.

   Eligible construction costs are included in the works of improvement as described in the approved Damage Survey Report (DSR) listed in Section II.A. Construction costs for work over, under, and through roadways are not eligible for reimbursement. Construction items included in the works of improvement that are eligible construction costs will be agreed upon during the pre-design conference.

   Actual eligible construction costs will consist of eligible construction costs from contracts awarded to contractors plus eligible Sponsor in-kind construction costs for

materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

4. Accomplish construction of the works of improvement by contracting, in-kind construction services, or a combination of both.

5. For contracts, provide NRCS a copy of any solicitation (Invitation for Bids, Request for Quotations, etc.), bid abstract, and awarded contract, or other basis of cost and accomplishment. Abstracts of bids shall be submitted to NRCS for review and comment prior to award.

6. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operation describing the construction services to be performed including estimated quantities and values. The Plan of Operation shall be submitted to NRCS for review and approval prior to commencement of construction. In-kind construction services for equipment shall not exceed published FEMA rates unless otherwise documented and concurred in advance by NRCS.

   The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

   a. Invoices covering actual costs of materials used in constructing the eligible works of improvement.

   b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible works of improvement.

   c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible works of improvement.

   d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible works of improvement. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

7. Projects completed using NRCS EWP Program funds are not eligible for FEMA reimbursement.

8. Provide in-kind technical services (survey the site, design the project, develop engineering plans and specifications, let and administer contracts, inspect eligible works of improvement performed, certify completed works of improvement, and prepare as-built drawings). Reimbursement amount for eligible Sponsor in-kind technical services will be as described in Section II.C.2.

In-kind technical services costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

9. Acquire needed real property rights (land and water), permits, and licenses in accordance with Local, State and Federal laws at no cost to NRCS. Provide certification (signed NRCS-ADS-78) that real property rights have been obtained for works of improvement described in Section II.A supported by an attorney's opinion attached thereto. Certification shall be provided to NRCS prior to solicitation for installation of the works of improvement. Costs related to landrights and permits are ineligible for reimbursement.

10. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the works of improvement described in Section II.A.

11. Take reasonable and necessary actions, including legal action, if required, to dispose of any and all contractual and administrative issues arising out of the contract(s) awarded under this agreement to include but not be limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project, and bringing suit to collect from the contractor any moneys due in connection with the contract. Any monies collected will be distributed to the parties in the same ratio as contributions are made.

12. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

13. Within thirty (30) calendar days of signing the project agreement, hold a pre-design conference with the Sponsor, Sponsor's design engineer, and NRCS. The design conference shall set forth design parameters concurred by both the Sponsor and NRCS. During the pre-design conference, NRCS will determine the eligible construction costs.

14. Within fourteen (14) calendar days of the pre-design conference submit to NRCS a schedule with time lines of major items to be completed. Milestones shall include, but not limited to, obtaining landrights, obtaining permits, completing any necessary surveys, completing draft engineering plans and specifications for NRCS review, completing final engineering plans and specifications, completing quality assurance plan, solicit bids, award contract, issue notice to proceed, and complete construction.

15. Prior to commencement of work and/or solicitation of bids, submit for NRCS review, the preliminary design, construction specifications, and engineering drawings prepared in accordance with standard engineering principles and design parameters set forth in the pre-design conference.

16. Upon receiving comments from NRCS, prepare the final design, construction specifications, and engineering drawings in accordance with standard engineering principles, design parameters set forth in the pre-design conference. One set of the final plans and specifications shall be submitted to NRCS for final review and concurrence

prior to solicitation of bids and/or commencement of work. The final construction plans and specifications shall be signed and sealed by a licensed Professional Engineer registered in the State of Florida. A copy of the signed and seal plans and specification shall be provided to NRCS.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the works of improvement are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of work.

18. Provide construction inspection in accordance with the QAP.

19. For structural works of improvement, prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the works of improvement, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, State, and local statutes and ordinances prior to solicitation for installation of the works of improvement. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor's Project Manager will submit a brief progress report via e-mail to the NRCS EWP Program Manager and the NRCS Project Manager every two (2) weeks after the project agreement is signed by both parties. The report shall include, but not limited to, the progress of survey, design, procurement, construction, and current and anticipated progress of the project.

23. Ensure that all contracts for design and construction services will be procured in accordance with procedures prescribed in the Code of Florida and Federal regulations applicable to the Sponsor, including the provisions contained in Attachment B to this agreement.

24. Arrange for and conduct final inspection of the works of improvement. The NRCS Project Manager, the Sponsor's Project Manager, and the Sponsor's design engineer shall participate in the final inspection. A Professional Engineer registered in the State of Florida furnished by the Sponsor shall certify that the project was installed in accordance with the plans and specifications.

25. If needed, upon completion of emergency protection works of improvement and the elimination of the threat, take action to bring the works of improvement up to reasonable standards by other means and/or authority. Unless the works of improvement are brought up to reasonable standards, the sponsor will not be eligible for future funding under the EWP Program.

26. Provide final as-built drawings and quantities to NRCS. As-built drawings and quantities shall be certified by the engineer furnished by the Sponsor. The as-built drawings shall consist of the original construction drawings showing any changes or modifications made during construction.

27. Pay the contractor as provided in the contract(s).

28. Submit copies of billings for reimbursement to NRCS on Form SF-270, "Request for Advance or Reimbursement", on a monthly, but not less than quarterly (March, June, September, and December) basis to the NRCS Project Manager. Final payment request shall be submitted within thirty (30) calendar days of completion of the works of improvement. All requests for reimbursement shall include all appropriate and complete documentation to support the reimbursement request.

    The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

    The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

    The required documentation for reimbursement of in-kind technical services will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. When requested by NRCS, submit quarterly accrual reports for (a) the total cumulative construction services costs and (b) the total cumulative in-kind technical services costs incurred or will incur for the quarter requested for the eligible works of improvement described in Section II.A. The cumulative total value of work (construction services and in-kind technical services) includes the total of all payments previously paid and payments pending for work performed and estimated to be performed through the end of the quarter requested.

30. Administer their action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other rules referenced in 7-CFR 3015.

31. Comply with the nondiscrimination provisions of the Equal Opportunity clause and the Notice to Contracting Local Organizations of the Requirement for Certifications of Nonsegregated Facilities clause, Form SCS-AS-818, attached hereto as Attachment B.

32. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

33. Retain all records dealing with the award and administration of contract(s) for three (3) years from the date of the sponsor's submission of the final Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the three (3) year period, the records are to be retained until the litigation is resolved or the end of the three (3) year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

34. Be responsible for all administrative expenses (including but shall not be limited to facilities, clerical expenses), and legal counsel necessary including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

35. Requests for a time extension to the agreement, (if necessary), shall be submitted in writing no less than thirty (30) days prior to the expiration date of the agreement, specified in Section II.B.2. A request for a time extension must be supported by (a) justification for the need of an extension and why it would be in the best interest of the government; (b) a statement documenting why the project was not completed on schedule, (c) a plan detailing how the project will be successfully completed if extended, and (d) a revised schedule (inclusive of dates) by work tasks through project completion. The written, signed request should be submitted to the Florida EWP Program Manager, Jesse Wilson, at USDA-NRCS Florida State Office, 2614 NW 43rd Street, Gainesville, Florida 32606.

36. Complete all required work under this agreement including, but not limited to, construction of works of improvement, final inspection, payment to all contractors, submissions of as-built drawings, and certification of final quantities.

C. NRCS WILL:

1. Designate an individual to serve as Project Manager between NRCS and the Sponsor. The NRCS Project Manager will represent NRCS on Section II.C, Items 4, 5, 6, 7, 9, and 10 and Section II.D, Items 3, 4, and 9.

2. Reimburse the Sponsor for 75 percent of the *actual* eligible construction cost of constructing the works of improvement described in Section II.A and computed as described in II.B.3. NRCS will reimburse *actual* eligible cost of constructing from financial assistance funds up to a maximum of $948,750.00 (limited to 75% of $1,265,000.00).

3. Reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the *actual* eligible construction cost for constructing the works of improvement described in Section II.A and defined in Section II.B.6. NRCS will reimburse in-kind

technical services from technical assistance funds up to a maximum of $94,875.00 (limited to 7.5% of $1,265,000.00).

4. Assist Sponsor and Sponsor's engineer in establishing design parameters and approve as set forth in Section II.B.13.

5. Determine eligible construction costs during the pre-design conference as set forth in Section II.B.13.

6. Review, comment and concur preliminary and final plans, specifications, O&M Plan, Plan of Operation (if required) and QAP as described in Sections II.B, Items 6, 15, 16, 17, and 19.

7. Review abstracts of bids and provide comments to Sponsor prior to award.

8. Not be substantially involved with the technical or contractual administration of this agreement, but will provide advice and counsel as needed.

9. Make periodic site visits during the installation of the works improvement to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibility as set forth in Section II.B.

10. Upon notification of the completion of the works of improvement described in Section II.A, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.

11. Upon receipt and approval of Form SF-270, "Request for Advance or Reimbursement" and supporting documentation, make payment to the Sponsor for NRCS's share of the eligible costs.

D. IT IS MUTUALLY AGREED:

1. This agreement shall become null and void one hundred and eighty (180) calendar days after the date NRCS has signed and executed this agreement if a solicitation for bids has not been publicly advertised or a contract has not been awarded.

2. This agreement shall be effective upon signature by NRCS. All work required under this agreement shall be completed in accordance with this agreement. No work shall be performed prior to receiving a fully executed agreement. Any work performed prior to receiving a fully executed agreement is not eligible for reimbursement. Any change in the effective dates of this agreement must be by written amendment and signed by the Sponsor and NRCS prior to the expiration date.

3. That each party shall review, comment, and concur with the engineering drawings, construction specifications, Plan of Operation (if required), O&M plan, and QAP as described in Sections II.B Items 15, 16, 17, and 19 of this agreement.

4. Upon notification from the Sponsor of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement have been met.

5. Payment under this agreement will be by electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.

6. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.

7. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Sponsors.

8. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

9. If agreed to by the NRCS and Sponsor's Project Manager, adjustments may be made to and between individual DSR costs without amending this agreement as long as the total estimated eligible construction costs described in II.A of this agreement is not exceeded.

10. This agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

11. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

12. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Sponsor or any member of the Sponsor. They also shall not assist the Sponsor or any member the Sponsor with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the Sponsor, or any member of the Sponsor, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

13. Employees of the Sponsor shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

E. APPROVED:

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: _____

Date: _____

TIN: _____

Signatory Official is authorized to make this commitment on behalf of Wakulla County Board of County Commissioners.

_____
(Signature)

_____
(Date)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____ Title: State Conservationist
(Signature)

Date: _____

Reviewed: _____ Title: Contract Specialist
(Signature)

Date: _____

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ATTACHMENT A - SPECIAL PROVISIONS

I. DRUG-FREE WORKPLACE CERTIFICATION

II. CERTIFICATION REGARDING LOBBYING

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

IV. CLEAN AIR AND WATER CERTIFICATION

V. ASSURANCES AND COMPLIANCE

VI. EXAMINATION OF RECORDS

ATTACHMENT A - SPECIAL PROVISIONS

Sponsor agrees to comply with the following special provisions which are hereby incorporated into this Agreement.

I. Drug Free Workplace

By signing this Agreement, the Sponsor is providing the certification set out below. If it is later determined that the Sponsor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Department of Agriculture Natural Resources Conservation Service (hereinafter "Service"), in addition to other remedies available to the Federal Government, may take action under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. § 812) and as further defined by regulation (21 C.F.R. §§ 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal and State criminal drug statutes;

Criminal drug statute means a Federal or State criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a Sponsor directly engaged in the performance of work for which the Service is providing funding, including (I) All direct charge employees; (ii) All indirect charge employees, unless their impact or involvement is insignificant to the work performed by the Sponsor; and (iii) Temporary personnel and consultants who are directly engaged in the work performed by the Sponsor and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet matching requirements; consultants or independent contractors not the Sponsor's payroll, or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION

A. The Sponsor certifies that it has or will continue provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The danger of drug abuse in the workplace;

(2) The Sponsor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment by the Sponsor, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the Sponsor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Service officer or other designee on whose Sponsor activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of the Sponsor.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The Sponsor may provide a list of the site(s) for the performance of work done in connection with the Program described in this Agreement.

ATTACHMENT A - SPECIAL PROVISIONS

II. Certification Regarding Lobbying (7 C.F.R. § 3018) (Applicable if this agreement exceeds $100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, and officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Sponsor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions, (7 C.F.R. § 3017)

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of awards, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this cooperative agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary Sponsor is unable to certify to any of the statements of this certification, such prospective participant shall attach an explanation to this Agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor signatory to this Agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this Agreement by the Service, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating any facility which he/she proposes to use for the performance of the agreement under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if this agreement exceeds $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. § 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. § 1319(c)) and is listed by EPA, or the agreement is not otherwise exempt.)

A. The Sponsor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. § 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, an all regulations and guidelines issued thereunder before the signing of this Agreement by the Service.

(2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was signed by the Service unless and until the EPA removes the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities at which the work under this Agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. § 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. § 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. § 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. § 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. § 1317).

(5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased or supervised by a Sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. Assurance and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 C.F.R. §§ 3015, 3016, 3017, 3018, 3019 and 3052, which are hereby incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

ATTACHMENT A - SPECIAL PROVISIONS

VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, papers, or documents related to this Agreement under the procedures set forth under Section (C)(8) of the Agreement. Retain all records related to this Agreement for a period of three years after the completion of the terms of this Agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - SPECIAL PROVISIONS

I. EQUAL OPPORTUNITY (SCS-AS-83)

II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)

III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)

VII. STANDARD FEDERAL EQUAL EMLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 'The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

   The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part 11, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions:

Cancel, terminate, or suspend, in whole or in pan, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving federally assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

ATTACHMENT B - SPECIAL PROVISIONS

SCS-AS-818

Rev. 4-70

File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Contractor: _____

Signature: _____

Title: _____ Date: _____

ATTACHMENT B - SPECIAL PROVISIONS

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
   a. 'Covered area' means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number' means the Federal Social Security number used on the Employees Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of die Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The' overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting s goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was

taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not refer-red back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in e file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.

f. Disseminate the Contractors EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posing the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and e action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations to schools with minorities and female students and to minority and female recruitment and training organizations, serving the Contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedure, and tests to be

used in the selection process. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractors workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and die Contractors obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor adherence to and performance under the Contractors EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in achieving one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participants may be asserted as g any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, aud to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Board of County Commissioners
Agenda Request

Date of Meeting: July 15, 2013

Date Submitted: July 10, 2013

To: Honorable Chairman and Members of the Board

From: David Edwards, County Administrator
Cleve Fleming, Public Works Project Director

Subject: Request Board Approval to Waive the County Purchasing Policy and Advertising Requirements in Section 255.0525, F.S. for Emergency Repairs to the Wakulla River - Upper Bridge, Approve Baskerville Donovan Task Order No. 2, Authorize the County Administrator to Negotiate Pricing with Southern Concrete in an Amount not to Exceed $196,161 and in Accordance with the Terms of the County's Standard Construction Agreement, and Authorize the Chairman to Sign the Construction Agreement

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Statement of Issue:
This agenda item requests Board approval to waive the County Purchasing Policy and advertising requirements in Section 255.0525, F.S. for emergency repairs to the Wakulla River - Upper Bridge, approve Baskerville Donovan Task Order No. 2, authorize the County Administrator to negotiate pricing with Southern Concrete in an amount not to exceed $196,161 and in accordance with the terms of the County's standard construction agreement, and authorize the Chairman to sign the construction agreement.

Background:
Wakulla River Bridge constructed in 1976 is in critical need of repair. The primary issue of repair is the scour that has occurred at bents 2 and 3. Records of scour monitored since 2003 indicate that the removal of the river bed has continued to deteriorate. At both bent locations the scour critical elevation has been reached. This is the elevation that sets the vertical location where additional scour will have an impact on the piles that support the bridge deck.

On March 3, 2012, Florida Department of Transportation (FDOT) bridge inspection contractor, Volkert Engineers, notified the County of critical deficiencies of the Wakulla River Bridge and recommended efforts be made to address critical scour conditions at bridge bents 2 and 3. The noted deficiencies consisted of scour (soil erosion) of the riverbed at both bents. The erosion has

extended to the "scour critical" elevations and additional erosion at the bents will be cause to close the bridge.

On March 4, 2013 the Board approved Task Order #111801.02 with Baskerville Donovan for the planning and design for the Wakulla River – Upper bridge repair.

The bridge has experienced scour at bents 2 and 3 to the condition that the scour critical elevation have been exceeded. If any settlement is observed on the bridge it must be closed immediately or if additional scour at these bents occur (FDOT Bridge Report dated 3/24/12). The scour is placing Bent 3 piles in a condition of being over stressed and subject to lateral displacement and failure. Measurements at both bents 2 and 3 must be made immediately to determine if recent storms have caused additional scour. Any signs of displacement warrant an immediate need to close the bridge. CR 365 is an emergency critical route across the Wakulla River for emergency services and school bus traffic.

Analysis:

Per the BOCC's direction, Baskerville-Donovan, Inc. has undertaken an effort to prepare corrective plans for the bridge. The design work has been completed and the bridge repairs are ready to begin.

Public Works has coordinated the proposed task order with Baskerville-Donovan for engineering services during construction (Attachment #1). The scope includes limited engineering services, periodic construction site visits and project certification anticipated for the construction of the bridge improvements.

Baskerville Donovan has recommended Southern Concrete to perform the required work since the vendor has done work previously on other County bridges. This vendor has provided a preliminary cost of $196,161; however, the exact cost is unknown until work commences (Attachment #2).

Per the County Purchasing Policy, Emergency Purchase is defined as an expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety of welfare of persons or property within the County.

It also states in Section 4.7 of the Purchasing Policy that in the case of emergencies that require the immediate purchase of goods or services, the County Administrator or his designee shall be

empowered to secure such goods or services without competitive bidding. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured. Additionally, although Section 255.0525, Florida Statutes, mandates certain public advertising requirements for public construction projects in excess of $200,000, it also contains authority for the Board to waive these requirements in the event of an emergency constituting an "immediate danger to the public health or safety."

Staff and Baskerville Donovan has determined that this is an emergency repair based on the critical state of the bridge and the need to have the repairs completed by the start of the new school year to prevent interruption of bus traffic. Therefore, staff is requesting that the Board waive the County Purchasing Policy and the advertising provisions of Section 255.0525, Florida Statutes, for emergency repairs to Wakulla River – Upper Bridge on County Road 365, approval of Task Order No. 2 with Baskerville Donovan in the amount of $19,450 and authorization for the County Administrator to negotiate pricing of the repairs with Southern Concrete in an amount not to exceed $196,161 and in accordance with the terms of the attached standard construction agreement.

Budgetary Impact:

- Construction Cost Estimate from Southern Concrete Repairs: $196,161
- Engineering Cost Baskerville Donovan, Inc. $ 19,450

It should be noted that the estimated repair costs includes a contingency of $25,000 for possible unknown conditions and for which are not anticipated. The total budgetary impact for the engineering and construction cost will not exceed $215,611 and will be allocated from the one cent sales tax fund.

Options:

1. Approve to waive the County Purchasing Policy and advertising requirements in Section 255.0525, F.S. for emergency repairs to the Wakulla River - Upper Bridge, approve Baskerville Donovan Task Order No. 2, authorize the County Administrator to negotiate pricing with Southern Concrete in an amount not to exceed $196,161 and in accordance with the terms of the County's standard construction agreement, and authorize the Chairman to sign the construction agreement.
2. Do not approve to waive the County Purchasing Policy and advertising requirements in

Section 255.0525, F.S. for emergency repairs to the Wakulla River - Upper Bridge, approve Baskerville Donovan Task Order No. 2, authorize the County Administrator to negotiate pricing with Southern Concrete in an amount not to exceed $196,161 and in accordance with the terms of the County's standard construction agreement, and authorize the Chairman to sign the construction agreement.

3. Board direction.

Recommendation:
Option#1

Attachments:
1. Baskerville Donovan Task Order #2
2. Southern Concrete Work Estimate
3. Standard Construction Agreement

BASKERVILLE-DONOVAN, INC.
Innovative Infrastructure Solutions

325 John Knox Road, Building 200
Tallahassee, Florida 32303
Phone: 850.656.1212
Fax: 850.656.5579

Wakulla River Bridge Repairs
BDI Project No. 111802.03
June 26, 2013

Task Order No. 2

Section I. Background

Wakulla County has undertaken the repair of Wakulla River Bridge to address emergency needs to keep the bridge open to traffic. The bridge is located over the Wakulla River on County Road 365. Repairs will address the riverbed scour and strengthening of the piles that support the bridge superstructure. Also, safety improvements will be made to the bridge that address both vehicular and pedestrian traffic.

Section II. Scope of Services

The scope of services for this project include assisting with the coordination of and evaluation of a contractor to implement the needed repairs, confirm adherence to permit conditions, and ensure construction confirms to the approved plans. The scope includes the review of invoices and closure of the permits.

The scope of services for this project includes limited engineering services during construction, periodic construction site visits and project certification anticipated for the construction of the bridge improvements. Task included in the project are as follows:

1. BDI will assist in the evaluation of pricing of tasks provided by the contractor.
2. BDI will work with the county and contractor to evaluate value engineering alternatives.
3. BDI will track, review and process shop drawing submittals for the components of the work.
4. Review and respond to request for additional information (RFIs), conflicts, clarifications, and claims that are submitted by the contractor relative to technical issues during construction. Review request for substitutions that are submitted by the contractor and provide redesign and revisions of the contract documents as necessary. Redesign work resulting from the revisions or redesign attributable to the work projects BDI shall be addressed at the expense of BDI. All services required for redesigns initiated at the request of Wakulla County, regulatory and other agencies will be invoiced based on hourly rates for labor and expense and compensation separately and additionally.
5. BDI will review monthly contractor pay request and compare with the work satisfactorily completed and materials stored on site. Once the work has been satisfactorily completed, BDI will submit a recommendation of payment letter to the County.
6. A technically qualified BDI representative associated with the bridge work will provide one (1) site visit per week. This effort is specifically not intended to constitute construction observation.
7. A technically qualified BDI representative associated with the bridge work will provide one (1) substantially complete inspection of the site work and one (1) final inspection of the site work (bridge repairs).
8. BDI will assist with the preparing of as-built drawings provided in an AutoCAD format.
9. BDI will provide the final certification required to substantiate construction completion and document known deviations from the plan as required by the permit. In accordance to the contract documents, any additional efforts shall be compensated separately and additionally.

Section III. Owners Responsibility

1. Owner will be responsible for timely review and approval of the design and contract documents.
2. Owner will provide signature for permit applications.
3. Owner will provide permit application fees.

325 John Knox Road, Building 200
Tallahassee, Florida 32303
Phone: 850.656.1212
Fax: 850.656.5579

4. Owner shall provide timely payment of invoices (monthly).
5. Owner shall provide information for the existing bridge. (Inspection reports, bridge plans, maintenance records and other pertinent data.

Section IV. Schedule/Deliverables

BDI will provide the following deliverables to the owner (Wakulla County). The following schedule considers that the scope of services is approved by July 15, 2013.

1. Final coordination of fees/scope/schedule with contractor.
2. Permit of construction with the FDEP, Notice General Permit.
3. Final permit certification 30 days after construction.
4. Certification of bridge rehabilitation.

Section V. Method of Compensation

Fee Summary:

1. Engineering services during construction	$15,950.00
2. Special Services	$3,500.00 (Testing)

Wakulla County will compensate BDI for the Scope of Services as specified previously in this task order, the lump sum amount of $15,950. Work identified as "Special Services" shall be performed upon authorization from Wakulla County based on time and expense basis under BDIs current rate schedule. BDI will bill monthly based on the completed work for the previous month.

Section VI. Acceptance

Acceptance and approval of the above scope and fees is indicated by signature in the space provided below. The signed task order will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

BASKERVILLE-DONOVAN, INC.

By: _____

Name: Cleve E. Dryden

Title: Regional Manager

Date: 7-2-13

WAKULLA COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Bridge Number - 590037

Estimate Provided By

Southern Concrete Construction Co. Inc.

2013-Repairs

Item No.	Pay Item No.	Description	Units	Quantity	Unit Cost	Item Cost
1		Mobilization	LS	1	$ 5,000.00	$ 5,000.00
2		EC Control	LS	1	$ 10,000.00	$ 10,000.00
3		Replace Guardrail	LF	140	$ 100.00	$ 14,000.00
4		Update Traffic Railing	LF	20	$ 150.00	$ 3,000.00
5		Reinforce Support Piles	LS	2	$ 15,000.00	$ 30,000.00
6		Replace Sidewalk	LF	100	$ 50.00	$ 5,000.00
7		Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
8		Compression-Exp Joints				
	a	Bent 7	LF	54	$ 75.00	$ 4,050.00
	b	Bents 1 & 14	LF	100	$ 75.00	$ 7,500.00
9		Pavement Markngs	LF	1000	$ 1.00	$ 1,000.00
10		Signage	EA	4	$ 150.00	$ 600.00
11		Metal Rail Repair/Replaced	LF	735	$ 50.00	$ 36,750.00
12		Miscellaneous	LS	1	$ 2,500.00	$ 2,500.00
13		Deck Slab Repairs	LS	1	$ 5,000.00	$ 5,000.00
14		Repair Jacket (13-4)	CY	1	$ 500.00	$ 500.00
15		Approach Slab Repairs (1& 2)	CY	2.5	$ 200.00	$ 500.00
16		Coat/finish Existing Slab deck	SF	23261	$ 1.00	$ 23,261.00
17		Bank Protect Repairs/Replacer	SF	500	$ 25.00	$ 12,500.00
18		Construction Contengencies	LS	1	$ 25,000.00	$ 25,000.00
					Project Total	**$ 196,161.00**

SECTION 00500

CONSTRUCTION AGREEMENT

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with _____ (the "Contractor") of _____(address) a _____contractor licensed to perform all work in the State of Florida in connection with the County's Project No._____ (the "Project"), as said work is set forth in the Plans and Specifications prepared by _____ the Engineer and/or Architect of Record (the "Design Professional") and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2. Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the work required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the

terms of this Agreement: $_____or in WORDS _____ .

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in Section 00610 and Section 00620 of the Contract Documents, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within _____ calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within _____ calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, $500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek

to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. 00100 Legal Advertisement
B. 00110 Instructions to Bidders
C. 00400 Bid Proposal
D. 00410 Bid Schedule
E. 00420 Bidder's Qualification Statement
F. 00500 Construction Agreement
G. 00610 Performance Bond
H. 00620 Public Payment Bond
I. 00700 General Terms and Conditions
J. 00710 Insurance Requirements
K. 00850 Form of Release and Affidavit
L. 00900 Change Order Form
M. Technical Specifications
N. Drawings
O. Addenda;
P. Federal Provisions and Regulations

Section 7. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

With a copy to:
Cleve Fleming, Director
ESG, Inc.
340 Trice Lane
Crawfordville, Florida 32327

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 11. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By:_____ (Signature) _____ (Printed)
Its: _____ (Title)
Date: _____

Witness:

Its:_____
President/Corporate Secretary/Witness Date:_____
[Corporate Seal]

_____
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Wakulla County, Florida

(SEAL) By:_____
Chairman

Clerk: _____ Date:_____

_____

Approved as to Form and Content:

_____

County Attorney

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SECTION 00700

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without

limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of COUNTY facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The COUNTY shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the COUNTY's facilities.

3. SCHEDULE.

3.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the COUNTY and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the COUNTY's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The COUNTY's and Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the COUNTY's obligation to pay Contractor.

4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the COUNTY and the Design Professional, for their review and approval, a schedule of values

based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the COUNTY and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form. A sample Application for Payment form is included with these General Terms and Conditions.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the COUNTY and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the COUNTY in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the COUNTY's interest therein, all of which shall be subject to the COUNTY's satisfaction.

4.4. Contractor shall submit six (6) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

4.4.1 indicate his approval of the requested payment;

4.4.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

4.4.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The COUNTY shall, within thirty (30) calendar days after COUNTY approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the COUNTY be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional.

4.5. The COUNTY shall initially retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Design Professional for payment, whichever is less. After 50% of the services are completed, the COUNTY will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

For purposes of determining 50% completion, stored material and general job costs such as mobilization, bonds, insurance, field office costs and like costs shall be excluded. Additionally, for purposes of this determination, each major discipline (electrical and instrumentation, structural, and mechanical) must independently achieve 50% completion in order for the project services to be deemed 50% complete

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as Section 00850, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The COUNTY shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

4.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the COUNTY's and Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the COUNTY to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

5. PAYMENTS WITHHELD.

5.1. The Design Professional or the COUNTY may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional or the COUNTY may nullify the whole or any part of any approval for payment previously issued and the COUNTY may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the COUNTY and Contractor, to such extent as may be necessary in the COUNTY's opinion to protect it from loss because of:

5.1.1 Defective Work not remedied;

5.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

5.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

5.1.6 Unsatisfactory prosecution of the Work by the Contractor;

5.1.7 Failure to provide accurate and current "As-Builts"; or

5.1.8 Any other material breach of the Contract Documents.

5.2. If these conditions in Subsection 5.1 are not remedied or removed, the COUNTY may, after three (3) days written notice, rectify the same at Contractor's expense. The COUNTY also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the COUNTY, whether relating to or arising out of this Agreement or any other agreement between Contractor and the COUNTY.

6. FINAL PAYMENT.

6.1. The COUNTY shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the COUNTY and the Design Professional in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the COUNTY with a properly executed and notarized copy of the Release and Affidavit attached as Section 00850, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the COUNTY.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the COUNTY arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the COUNTY shall be deemed to be a waiver of the COUNTY's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the COUNTY at the time of final inspection.

7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings,

data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the COUNTY if sufficient information is submitted by Contractor to allow the COUNTY to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the COUNTY from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

7.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the COUNTY for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no

substitute will be ordered, installed or utilized without the Design Professional's and the COUNTY's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The COUNTY may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the COUNTY accepts a proposed substitute, Contractor shall reimburse the COUNTY for the charges of the Design Professional and the Design Professional's consultants for evaluating each proposed substitute.

8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by the COUNTY, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the COUNTY. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site;

8.1.9. A list of all visitors to the Project site; and

8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the COUNTY or Design Professional pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate “As-Built” record documents shall be submitted with each Application for Payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the COUNTY.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The COUNTY, or any duly authorized agents or representatives of the COUNTY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the COUNTY's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or

neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the COUNTY in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the COUNTY may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the COUNTY will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

10. CHANGES IN THE WORK.

10.1. The COUNTY shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the COUNTY, and the COUNTY shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the COUNTY is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Section 00900 to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the COUNTY concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the COUNTY and Contractor shall mutually agree.

10.3. If the COUNTY and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the COUNTY in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the COUNTY. If Contractor disagrees with the COUNTY's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such

change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. The COUNTY shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

11. CLAIMS AND DISPUTES.

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the COUNTY and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the COUNTY and Design Professional within fifteen (15) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

12. OTHER WORK.

12.1. The COUNTY may perform other work related to the Project at the site by the COUNTY's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written

notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the COUNTY and Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Design Professional and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the COUNTY and such utility owners and other contractors.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1. Contractor agrees to save harmless, indemnify, and defend or, at the option of the COUNTY, pay the cost of defense, the COUNTY and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the COUNTY. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the COUNTY or Design Professional or their consultants, agents, officers and employees. The COUNTY and Contractor agree the first $100.00 of the Contract Amount paid by the COUNTY to Contractor shall be given as separate consideration for this indemnification, and any other

indemnification of the COUNTY by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Section 00710. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the COUNTY with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the COUNTY. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance polices required hereunder shall be provided to the COUNTY, on a timely basis, when requested by the COUNTY.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the COUNTY of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the COUNTY applicable to this Project. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the COUNTY.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Section 00710, unless such insurance requirements for the subcontractor is expressly waived in writing by the COUNTY. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the COUNTY and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided

pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the COUNTY, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6. Should at any time the Contractor not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

14. COMPLIANCE WITH LAWS.

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the COUNTY and Design Professional in writing.

15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the COUNTY.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

16. ASSIGNMENT.

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the COUNTY. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the COUNTY.

17. PERMITS, LICENSES AND TAXES.

17.1. Pursuant to Section 218.80, F.S., the COUNTY will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the COUNTY wherein the work is to be performed, but is responsible for acquiring all permits. The COUNTY may require the Contractor to deliver internal budget transfer documents to applicable COUNTY agencies when the Contractor is acquiring permits.

17.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the COUNTY shall be acquired and paid for by the Contractor.

18. TERMINATION FOR DEFAULT.

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the COUNTY to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the COUNTY or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. The COUNTY shall notify Contractor in writing of Contractor's default(s). If the COUNTY determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the COUNTY, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the COUNTY, in its sole discretion, may choose.

18.3. If the COUNTY deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the COUNTY incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the COUNTY on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the COUNTY, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the COUNTY is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the COUNTY shall be the same as and limited to those afforded Contractor under Section 19 below.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. The COUNTY shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the COUNTY shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. The COUNTY shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages.

Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1. When the entire Work (or any portion thereof designated in writing by the COUNTY) is ready for its intended use, Contractor shall notify the COUNTY and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the COUNTY, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the COUNTY and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the COUNTY and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The COUNTY shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the COUNTY shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

20.2. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Section 00850, (2) consent of surety to final payment, and (3) if required by the COUNTY, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the COUNTY. The COUNTY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the COUNTY is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1. Contractor shall obtain and assign to the COUNTY all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the COUNTY that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the COUNTY that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the COUNTY. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

22. TESTS AND INSPECTIONS.

22.1. The COUNTY, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the COUNTY.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

22.4. The COUNTY shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the COUNTY in connection with any

overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the COUNTY or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the COUNTY or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the COUNTY harmless for same.

23.2. If the COUNTY or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the COUNTY's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the COUNTY or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the COUNTY shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the COUNTY or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the COUNTY and Design Professional to stop the Work shall not give rise to any duty on the part of the COUNTY or Design Professional to exercise this right for the benefit of Contractor or any other party.

23.4. Should the COUNTY determine, in its sole opinion, that it is in the COUNTY's best interest to accept defective Work, the COUNTY may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the COUNTY's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be

executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the COUNTY accepts such defective Work after final payment, Contractor shall promptly pay the COUNTY an appropriate amount to adequately compensate the COUNTY for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from the COUNTY or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the COUNTY, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the COUNTY may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the COUNTY may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the COUNTY has paid Contractor but which are stored elsewhere. Contractor shall allow the COUNTY, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the COUNTY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the COUNTY in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder.

24. SUPERVISION AND SUPERINTENDENTS.

24.1. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the COUNTY and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The COUNTY shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the COUNTY or the COUNTY's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

25.3. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the COUNTY and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the COUNTY associated therewith.

26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the COUNTY or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

27. USE OF PREMISES.

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28. SAFETY.

28.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the COUNTY has occurred.

28.3. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the COUNTY.

29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the COUNTY with respect to the Project, when directed to do so by the COUNTY or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the COUNTY or Design Professional.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 1, 2013
To:	Honorable Chairman and Members of the Board
From:	Commissioner Richard Harden, Vice Chairman, District 5
Subject:	Request Board Approval to Direct Staff to Schedule and Advertise a Public Hearing to Repeal Wakulla County Ordinance #2010-16 Concerning Wetlands Protection and to Defer to State Requirements Concerning Protection of Wetlands in Wakulla County

Statement of Issue:
This agenda item requests Board approval to direct staff to schedule and advertise a public hearing to repeal Wakulla County Ordinance #2010-16 concerning Wetlands Protection and to defer to State requirements concerning Protection of Wetlands in Wakulla County.

Background:
Florida's Wetland Protection Programs
The Florida Department of Environmental Protection, the five water management districts, many local governments, and the U.S. Army Corps of Engineers share the responsibility for protecting wetlands in Florida. This is done both through regulatory (permitting) and land stewardship programs. At the state level, the Wetland Resource Permit (WRP) program is in effect in the Florida panhandle, the Environmental Resource Permit (ERP) program is in effect in the rest of the state, and the Sovereign Submerged Lands program is in effect throughout the state.

The Department and the Northwest Florida Water Management District share responsibilities for implementing the wetland resource permitting program and stormwater program. The division of responsibilities occurs in accordance with Operating Agreements which have been executed between the Department and the District. In essence, these agreements provide that the Department and the District have permitting, enforcement, and compliance responsibilities for certain activities, as summarized. The division of responsibilities generally is further organized so that for activities which require other permits (i.e. a hazardous waste permit or a solid waste permit), the application would be submitted to the one agency that has the responsibility for those other, related permits. When submitting an application, this list of activities should be reviewed

to determine whether to submit the application to the Department or to the District. Applications which are submitted to the incorrect agency will be returned to the applicant unprocessed.

The Florida Legislature passed House Bill 7163 in 2006, creating an Environmental Resource Permitting (ERP) program in Northwest Florida. DEP and the Northwest Florida Water Management District (NWFWMD) have worked with area stakeholders since that time to put effective rules and practices in place. The first phase, limited to stormwater management systems, became effective October 1, 2007, and brought comprehensive flood protection and updated stormwater quality provisions to Northwest Florida for the first time.

November 1, 2010 inaugurated the second and final phase of the ERP program to protect isolated wetlands in Northwest Florida. Applicants will now be able to apply for one authorization from either DEP or the NWFWMD that covers both wetland and stormwater permitting requirements. ERP streamlining eliminates the need for the two separate stormwater and dredge and fill authorizations currently required.

Florida Laws and Rules Affecting Work in Wetlands

Rules:

18-20, F.A.C. Aquatic preserves
18-21, F.A.C. Sovereign submerged lands
62-4, F.A.C. Application fees & Antidegradation (of water quality)
62-302, F.A.C. Water quality standards
62-312, F.A.C. Wetland resource permit procedures & Florida Keys rule
62-330, F.A.C. Adoption by DEP of WMDs' ERP rules
62-340, F.A.C. Wetland Delineation
62-341, F.A.C. Noticed general permits
62-342, F.A.C. Mitigation banking
62-343, F.A.C. ERP procedures & application forms
62-345, F.A.C. Uniform Wetland Mitigation Assessment Method
62-346, F.A.C. ERP in Northwest Florida

Statutes

Ch. 253, F.S. State Lands

F.A.C. 62-340.300 (4) Delineation of Wetlands The regulating agency shall maintain sufficient soil scientists on staff to provide evaluation or consultation regarding soil determinations in applying the methodologies set forth in subsection 62-340.300(2) or (3), F.A.C. Services provided by the U.S.D.A.-S.C.S., or other competent soil scientists, under contract or agreement with the regulating agency, may be used in lieu of, or to augment, agency staff.

On April 14, 2012, Governor Rick Scott signed legislation granting the Florida Department of Environmental Protection the authority to create one statewide rule for the Environmental Resource Permit program.

Currently, between DEP and Florida's five water management districts, at least five different versions of the ERP rules are in place statewide. DEP is working with the water management districts, local governments, citizens and businesses throughout the development of the statewide rule. The North West Florida Water Management District, along with the other water management districts, are heavily engaged in this process. Reducing the number and complexity of the rules will make it easier for everyone to understand and apply what is expected of them during the ERP regulatory process, and will improve predictability and consistency in permitting decisions.

The DEP rule for projects with less than two acres of impervious surface and less than 10 acres in project size, not on State lands or waters and with no wetlands impacts, went into effect on July 1, 2012. The provisions of Chapter 62-330, F.A.C. allow notices to be provided to the Department (DEP) within 30 days of construction commencement. The District receives copies of the notices for projects within its 16 counties.

Analysis:

Wakulla County is one of only a couple counties in Florida to have its own Wetlands Ordinance. The rest of the counties differ to the state regulating authorities to regulate and permit the use of wetlands. F.A.C. 62-340.300 (4) requires the regulatory agency to maintain a sufficient soil scientist on staff or maintain a contract agreement with a sufficient soil scientist to delineate and determine what is considered a wetland.

Since the initial adoption of the Wakulla County Wetlands Protection Ordinance, state regulating agencies have passed additional and more stringent legislation that also includes protection for “isolated wetlands” in state permitting requirements.

By repealing Wakulla County Ordinance #2010-16 the state regulatory agencies that have sufficient soil scientist on staff to delineate wetlands would become the permitting authority and govern the use of wetlands in Wakulla County. Therefore, this request is seeking approval to direct staff to schedule and advertise a public hearing to repeal Ordinance #2010-16.

Budgetary Impact:

If approval is given, the County will incur a cost of approximately $90.00 for advertisement cost in the Wakulla News.

Options:

1. Approve to direct staff to schedule and advertise a public hearing to repeal Wakulla County Ordinance #2010-16 concerning Wetlands Protection and to defer to state requirements concerning Protection of Wetlands in Wakulla County.
2. Do not approve to direct staff to schedule and advertise a public hearing to repeal Wakulla County Ordinance #2010-16 concerning Wetlands Protection and to defer to state requirements concerning Protection of Wetlands in Wakulla County.
3. Board Direction.

Agenda Request: Request Board Approval to Direct Staff to Schedule and Advertise a Public Hearing to Repeal Wakulla County Ordinance #2010-16 Concerning Wetlands Protection and to Defer to State Requirements Concerning Protection of Wetlands in Wakulla County
July 15, 2013
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Recommendation:
Option #1.

Attachment(s):

1. Florida Administrative Code 62-340
2. Overview of Fl. DEP Wetland Program
3. Tallahassee Newsletter
4. Florida Senate Report 2011-117
5. Florida Senate Report 2012-121

F.A.C CHAPTER 62-340
DELINEATION OF THE LANDWARD EXTENT OF WETLANDS AND SURFACE WATERS

62-340.100 Intent
62-340.200 Definitions
62-340.300 Delineation of Wetlands
62-340.400 Selection of Appropriate Vegetative Stratum
62-340.450 Vegetative Index
62-340.500 Hydrologic Indicators
62-340.550 Wetland Hydrology
62-340.600 Surface Waters
62-340.700 Exemptions for Treatment or Disposal Systems
62-340.750 Exemption for Surface Waters or Wetlands Created by Mosquito Control Activities

62-340.100 Intent.

(1) This rule's intent is to provide a unified statewide methodology for the delineation of the extent of wetlands and surface waters to satisfy the mandate of Section 373.421, F.S. This delineation methodology is intended to approximate the combined landward extent of wetlands as determined by a water management district and the Department immediately before the effective date of this rule. Before implementing the specific provisions of this methodology, the regulating agency shall attempt to identify wetlands according to the definition for wetlands in subsection 373.019(25), F.S., and subsection 62-340.200(19), F.A.C., below. The landward extent of wetlands shall be determined by the dominance of plant species, soils and other hydrologic evidence indicative of regular and periodic inundation or saturation. In all cases, attempts shall be made to locate the landward extent of wetlands visually by on site inspection, or aerial photointerpretation in combination with ground truthing, without quantitative sampling. If this cannot be accomplished, the quantitative methods in paragraph 62-301.400(1)(c), F.A.C., shall be used unless the applicant or petitioner and regulating agency agree, in writing, on an alternative method for quantitatively analyzing the vegetation on site. The methodology shall not be used to delineate areas which are not wetlands as defined in subsection 62-340.200(19), F.A.C., nor to delineate as wetlands or surface waters areas exempted from delineation by statute or agency rule.

(2) The Department shall be responsible for ensuring statewide coordination and consistency in the delineation of surface waters and wetlands pursuant to this rule, by providing training and guidance to the Department, Districts, and local governments in implementing the methodology.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.100.

62-340.200 Definitions.

When used in this chapter, the following terms shall mean:

(1) "Aquatic plant" means a plant, including the roots, which typically floats on water or requires water for its entire structural support, or which will desiccate outside of water.

(2) "Canopy" means the plant stratum composed of all woody plants and palms with a trunk four inches or greater in diameter at breast height, except vines.

(3) "Diameter at Breast Height (DBH)" means the diameter of a plant's trunk or main stem at a height of 4.5 feet above the ground.

(4) "Facultative plants" means those plant species listed in subsection 62-340.450(3), F.A.C., of this chapter. For the purposes of this rule, facultative plants are not indicators of either wetland or upland conditions.

(5) "Facultative Wet plants" means those plant species listed in subsection 62-340.450(2), F.A.C., of this chapter.

(6) "Ground Cover" means the plant stratum composed of all plants not found in the canopy or subcanopy, except vines and aquatic plants.

(7) "Ground truthing" means verification on the ground of conditions on a site.

(8) "Hydric Soils" means soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile.

(9) "Hydric Soil Indicators" means those indicators of hydric soil conditions as identified in *Soil and Water Relationships of*

Florida's Ecological Communities (Florida Soil Conservation ed. Staff 1992).

(10) “Inundation” means a condition in which water from any source regularly and periodically covers a land surface.

(11) “Obligate plants” means those plant species listed in subsection 62-340.450(1), F.A.C., of this chapter.

(12) “Regulating agency” means the Department of Environmental Protection, the water management districts, state or regional agencies, local governments, and any other governmental entities.

(13) “Riverwash” means areas of unstabilized sandy, silty, clayey, or gravelly sediments. These areas are flooded, washed, and reworked by rivers or streams so frequently that they may support little or no vegetation.

(14) “Saturation” means a water table six inches or less from the soil surface for soils with a permeability equal to or greater than six inches per hour in all layers within the upper 12 inches, or a water table 12 inches or less from the soil surface for soils with a permeability less than six inches per hour in any layer within the upper 12 inches.

(15) “Seasonal High Water” means the elevation to which the ground and surface water can be expected to rise due to a normal wet season.

(16) “Subcanopy” means the plant stratum composed of all woody plants and palms, exclusive of the canopy, with a trunk or main stem with a DBH between one and four inches, except vines.

(17) “Upland plants” means those plant species, not listed as Obligate, Facultative Wet, or Facultative by this rule, excluding vines, aquatic plants, and any plant species not introduced into the State of Florida as of the effective date of this rule.

(18) “U.S.D.A.-S.C.S.” means the United States Department of Agriculture, Soil Conservation Service.

(19) “Wetlands,” as defined in subsection 373.019(25), F.S., means those areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.200.

62-340.300 Delineation of Wetlands.

The landward extent (i.e., the boundary) of wetlands as defined in subsection 62-340.200(19), F.A.C., shall be determined by applying reasonable scientific judgment to evaluate the dominance of plant species, soils, and other hydrologic evidence of regular and periodic inundation and saturation as set forth below. In applying reasonable scientific judgment, all reliable information shall be evaluated in determining whether the area is a wetland as defined in subsection 62-340.200(19), F.A.C.

(1) Before using the wetland delineation methodology described below, the regulating agency shall attempt to identify and delineate the landward extent of wetlands by direct application of the definition of wetlands in subsection 62-340.200(19), F.A.C., with particular attention to the vegetative communities which the definition lists as wetlands and non-wetlands. If the boundary cannot be located easily by use of the definition in subsection 62-340.200(19), F.A.C., the provisions of this rule shall be used to locate the landward extent of a wetland. In applying the provisions of this rule, the regulating agency shall attempt to locate the landward extent of wetlands visually by on site inspection, or aerial photointerpretation in combination with ground truthing.

(2) The landward extent of a wetland as defined in subsection 62-340.200(19), F.A.C., shall include any of the following areas:

(a) Those areas where the aereal extent of obligate plants in the appropriate vegetative stratum is greater than the areal extent of all upland plants in that stratum, as identified using the method in Rule 62-340.400, F.A.C., and either:

1. The substrate is composed of hydric soils or riverwash, as identified using standard U.S.D.A.-S.C.S. practices for Florida, including the approved hydric soil indicators, except where the hydric soil is disturbed by a nonhydrological mechanical mixing of the upper soil profile and the regulating agency establishes through data or evidence that hydric soil indicators would be present but for the disturbance;

2. The substrate is nonsoil, rock outcrop-soil complex, or the substrate is located within an artificially created wetland area; or

3. One or more of the hydrologic indicators listed in Rule 62-340.500, F.A.C., are present and reasonable scientific judgment indicates that inundation or saturation is present sufficient to meet the wetland definition of subsection 62-340.200(19), F.A.C.

(b) Those areas where the areal extent of obligate or facultative wet plants, or combinations thereof, in the appropriate stratum is equal to or greater than 80% of all the plants in that stratum, excluding facultative plants, and either:

1. The substrate is composed of hydric soils or riverwash, as identified using standard U.S.D.A.-S.C.S. practices for Florida, including the approved hydric soil indicators, except where the hydric soil is disturbed by a nonhydrologic mechanical mixing of the upper soil profile and the regulating agency establishes through data or evidence that hydric soil indicators would be present but for the disturbance;

2. The substrate is nonsoil, rock outcrop-soil complex, or the substrate is located within an artificially created wetland area; or

3. One or more of the hydrologic indicators listed in Rule 62-340.500, F.A.C., are present and reasonable scientific judgment indicates that inundation or saturation is present sufficient to meet the wetland definition of subsection 62-340.200(19), F.A.C.

(c) Those areas, other than pine flatwoods and improved pastures, with undrained hydric soils which meet, in situ, at least one of the criteria listed below. A hydric soil is considered undrained unless reasonable scientific judgment indicates permanent artificial alterations to the on site hydrology have resulted in conditions which would not support the formation of hydric soils.

1. Soils classified according to United States Department of Agriculture's *Keys to Soil Taxonomy* (4th ed. 1990) as Umbraqualfs, Sulfaquents, Hydraquents, Humaquepts, Histosols (except Folists), Argiaquolls, or Umbraquults.

2. Saline sands (salt flats-tidal flats).

3. Soil within a hydric mapping unit designated by the U.S.D.A.-S.C.S. as frequently flooded or depressional, when the hydric nature of the soil has been field verified using the U.S.D.A.-S.C.S. approved hydric soil indicators for Florida. If a permit applicant, or a person petitioning for a formal determination pursuant to subsection 373.421(2), F.S., disputes the boundary of a frequently flooded or depressional mapping unit, the applicant or petitioner may request that the regulating agency, in cooperation with the U.S.D.A.-S.C.S., confirm the boundary. For the purposes of subsection 120.60(2), F.S., a request for a boundary confirmation pursuant to this subparagraph shall have the same effect as a timely request for additional information by the regulating agency. The regulating agency's receipt of the final response provided by the U.S.D.A.-S.C.S. to the request for boundary confirmation shall have the same effect as a receipt of timely requested additional information.

4. For the purposes of this paragraph only, "pine flatwoods" means a plant community type in Florida occurring on flat terrain with soils which may experience a seasonal high water table near the surface. The canopy species consist of a monotypic or mixed forest of long leaf pine or slash pine. The subcanopy is typically sparse or absent. The ground cover is dominated by saw palmetto with areas of wire grass, gallberry, and other shrubs, grasses, and forbs, which are not obligate or facultative wet species. Pine flatwoods do not include those wetland communities as listed in the wetland definition contained in subsection 62-340.200(19), F.A.C., which may occur in the broader landscape setting of pine flatwoods and which may contain slash pine. Also for the purposes of this paragraph only, "improved pasture" means areas where the dominant native plant community has been replaced with planted or natural recruitment of herbaceous species which are not obligate or facultative wet species and which have been actively maintained for livestock through mechanical means or grazing.

(d) Those areas where one or more of the hydrologic indicators listed in Rule 62-340.500, F.A.C., are present, and which have hydric soils, as identified using the U.S.D.A.-S.C.S. approved hydric soil indicators for Florida, and reasonable scientific judgment indicates that inundation or saturation is present sufficient to meet the wetland definition of subsection 62-340.200(19), F.A.C. These areas shall not extent beyond the seasonal high water elevation.

(3)(a) If the vegetation or soils of an upland or wetland area have been altered by natural or man-induced factors such that the boundary between wetlands and uplands cannot be delineated reliably by use of the methodology in subsection 62-340.300(2), F.A.C., as determined by the regulating agency, and the area has hydric soils or riverwash, as identified using standard U.S.D.A.-S.C.S. practices for Florida, including the approved hydric soil indicators, except where the hydric soil is disturbed by a non hydrologic mechanical mixing of the upper soil profile and the regulating agency establishes through data or evidence that hydric soil indicators would be present but for the disturbance, then the most reliable available information shall be used with reasonable scientific judgment to determine where the methodology in subsection 62-340.300(2), F.A.C., would have delineated the boundary between wetlands and uplands. Reliable available information may include, but is not limited to, aerial photographs, remaining vegetation, authoritative site-specific documents, or topographical consistencies.

(b) This subsection shall not apply to any area where regional or site-specific permitted activity, or activities which did not require a permit, under Sections 253.123 and 253.124, F.S. (1957), as subsequently amended, the provisions of Chapter 403, F.S.

(1983), relating to dredging and filling activities, Chapter 84-79, Laws of Florida, and Part IV of Chapter 373, F.S., have altered the hydrology of the area to the extent that reasonable scientific judgment, or application of the provisions of Section 62-340.550, F.A.C., indicate that under normal circumstances the area no longer inundates or saturates at a frequency and duration sufficient to meet the wetland definition in subsection 62-340.200(19), F.A.C.

(c) This subsection shall not be construed to limit the type of evidence which may be used to delineate the landward extent of a wetland under this chapter when an activity violating the regulatory requirements of Sections 253.123 and 253.124, F.S. (1957), as subsequently amended, the provisions of Chapter 403, F.S. (1983), relating to dredging and filling activities, Chapter 84-79, Laws of Florida, and Part IV of Chapter 373, F.S., has disturbed the vegetation or soils of an area.

(4) The regulating agency shall maintain sufficient soil scientists on staff to provide evaluation or consultation regarding soil determinations in applying the methodologies set forth in subsection 62-340.300(2) or (3), F.A.C. Services provided by the U.S.D.A.-S.C.S., or other competent soil scientists, under contract or agreement with the regulating agency, may be used in lieu of, or to augment, agency staff.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.300.

62-340.400 Selection of Appropriate Vegetative Stratum.

Dominance of plant species, as described in paragraphs 62-340.300(2)(a) and 62-340.300(2)(b), F.A.C., shall be determined in a plant stratum (canopy, subcanopy, or ground cover). The top stratum shall be used to determine dominance unless the top stratum, exclusive of facultative plants, constitutes less than 10 percent areal extent, or unless reasonable scientific judgment establishes that the indicator status of the top stratum is not indicative of the hydrologic conditions on site. In such cases, the stratum most indicative of on site hydrologic conditions, considering the seasonal variability in the amount and distribution of rainfall, shall be used. The evidence concerning the presence or absence of regular and periodic inundation or saturation shall be based on in situ data. All facts and factors relating to the presence or absence of regular and periodic inundation or saturation shall be weighed in deciding whether the evidence supports shifting to a lower stratum. The presence of obligate, facultative wet, or upland plants in a lower stratum does not by itself constitute sufficient evidence to shift strata, but can be considered along with other physical data in establishing the weight of evidence necessary to shift to a lower stratum. The burden of proof shall be with the party asserting that a stratum other than the top stratum should be used to determine dominance. Facultative plants shall not be considered for purposes of determining appropriate strata or dominance.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.400.

62-340.450 Vegetative Index.

(1) Obligate Species

Acer saccharinum	maple, silver
Acoelorraphe wrightii	palm, paurotis
Acrostichum spp.	leather fern
Aeschynomene pratensis	joint-vetch, meadow
Agalinis linifolia	false-foxglove, flax-leaf
Agalinis maritima	false-foxglove, saltmarsh
Alisma subcordatum	water-plantain, subcordate
Alnus serrulata	alder, hazel

Alternanthera philoxeroides	alligator-weed
Alternanthera sessilis	alligator weed, sessile
Amaranthus australis	amaranth, southern
Amaranthus cannabinus	amaranth, tidemarsh
Amaranthus floridanus	amaranth, Florida
Ammannia spp.	toothcup
Annona glabra	pond apple
Aristida affinis	three-awn grass, long-leaf
Armoracia aquatica	lakecress
Arnoglossum sulcatum	indian-plantain, Georgia
Asclepias incarnata	milkweed, swamp
Asclepias lanceolata	milkweed, fen-flower
Asclepias perennis	milkweed, aquatic
Asclepias rubra	milkweed, red
Aster carolinianus	aster, climbing
Aster elliottii	aster, Elliott’s
Aster subulatus	aster, saltmarsh
Aster tenuifolius	aster, saltmarsh
Avicennia germinans	mangrove, black
Baccharis angustifolia	false-willow
Bacopa spp.	water-hyssop
Batis maritima	saltwort
Betula nigra	birch, river
Bidens spp. except	beggar-ticks
Bidens pilosa	beggar-ticks, white (FAC)
Bidens bipinnata	Spanish needles (U)
Boehmeria cylindrica	false-nettle, small-spike
Borrichia spp.	sea oxeye
Burmannia spp.	burmannia
Callitriche spp.	water-starwort
Campanula	bellflower

floridana	
Canna spp. except *Canna x generalis*	canna canna, common (FAC)
Cardamine bulbosa	bitter-cress
Cardamine pensylvanica	spring-cress
Carex atlantica	sedge, prickly bog
Carex comosa	sedge, bearded
Carex crinita	sedge, fringed
Carex crus-corvi	sedge, raven-foot
Carex decomposita	sedge, cypress-knee
Carex elliottii	sedge, Elliott's
Carex folliculata	sedge, long
Carex gigantea	sedge, large
Carex howei	sedge, Howe's
Carex hyalinolepis	sedge, shoreline
Carex leptalea	sedge, bristly-stalk
Carex louisianica	sedge, Louisiana
Carex lupulina	sedge, hop
Carex lurida	sedge, shallow
Carex stipata	sedge, stalk-grain
Carex walteriana	sedge, Walter's
Carya aquatica	hickory, water
Cephalanthus occidentalis	buttonbush
Chamaecyparis thyoides	cedar, Atlantic white
Cicuta spp.	water-hemlock
Cirsium muticum	thistle, swamp
Cladium spp.	sawgrass
Cleistes divaricata	rosebud
Colocasia esculenta	elephant's ear
Coreopsis nudata	tickseed, Georgia
Cornus amomum	dogwood, silky
Crataegus	mayhaw

aestivalis	
Crinum	swamp-lily,
americanum	southern
Cyperus	flatsedge,
alternifolius	alternate-leaf
Cyperus	flatsedge, jointed
articulatus	
Cyperus	flatsedge,
difformis	variable
Cyperus	flatsedge,
distinctus	marshland
Cyperus	flatsedge
drummondii	
Cyperus	flatsedge
entrerianus	
Cyperus	flatsedge,
erythrorhizos	red-root
Cyperus haspan	flatsedge, sheathed
Cyperus	flatsedge,
lanceolatus	epiphytic
Cyperus papyrus	flatsedge, papyrus
Decodon	swamp-loosestr
verticillatus	ife
Dichromena	white-top
latifolia	sedge, giant
Distichlis spicata	saltgrass, seashore
Drosera	sundew,
filiformis	thread-leaf
Drosera	sundew,
intermedia	spoon-leaf
Drosera tracyi	sundew, Gulf coast
Dulichium	sedge, three-way
arundinaceum	
Echinodorus	burhead
spp.	
Eleocharis spp.	spikerush
Erianthus	plumegrass,
giganteus	sugarcane
Erianthus	plumegrass,
strictus	narrow
Eriocaulon spp.	pipewort
Eryngium	corn snakeroot
aquaticum	
Eupatorium	marsh
leptophyllum	thoroughwort

Fimbristylis spp. except	fringe-rush
Fimbristylis annua	fringe-rush, annual (FACW)
F. puberula	fringe-rush, Vahl's (FACW)
F. spathacea	hurricane-grass (FAC)
Fraxinus spp. except	ash
Fraxinum americana	ash, white (U)
Fuirena spp.	umbrella-sedge
Gleditsia aquatica	water-locust
Glyceria striata	fowl mannagrass
Heteranthera reniformis	mud-plantain, kidney-leaf
Hibiscus coccineus	rosemallow, scarlet
Hibiscus grandiflorus	rosemallow, swamp
Hibiscus laevis	rosemallow, halberd-leaf
Hibiscus moscheutos	rosemallow, swamp
Hydrochloa caroliniensis	watergrass
Hydrocleis nymphoides	water-poppy
Hydrocotyle ranunculoides	penny-wort, floating
Hydrolea spp.	false-fiddle-leaf
Hygrophila spp.	hygrophila
Hymenachne amplexicaulis	trompetilla
Hymenocallis spp.	spider-lily
Hypericum chapmanii	St. John's-wort, Chapman's
Hypericum edisonianum	St. John's-wort, Edison's
Hypericum fasciculatum	St. John's-wort, marsh
Hypericum lissophloeus	St. John's-wort, smooth-bark
Hypericum nitidum	St. John's-wort, Carolina

Ilex amelanchier	holly, sarvis
Ilex cassine	holly, dahoon
Ilex myrtifolia	holly, myrtle
Ilex verticillata	winterberry
Illicium floridanum	anise, Florida
Impatiens capensis	touch-me-not, spotted
Iris spp.	iris
except *I. verna*	dwarf iris (U)
Isoetes spp.	quillwort
Itea virginica	virginia willow
Iva frutescens	marsh elder
Juncus spp.	rush
except *J. tenuis*	rush (FAC)
J. marginatus	rush (FACW)
Justicia spp.	water-willow
except J. *brandegeana*	shrimp plant (U)
Kosteletzkya virginica	mallow, seashore
Lachnocaulon digynum	bogbutton, pineland
Lachnocaulon engleri	bogbutton, Engler’s
Lachnocaulon minus	bogbutton, Small’s
Laguncularia racemosa	mangrove, white
Leersia spp.	cutgrass
Leitneria floridana	corkwood
Lilaeopsis spp.	lilaeopsis
Lilium iridollae	lily, panhandle
Limnobium spongia	frogbit
Limnophila spp.	marshweed
Limonium carolinianum	sea-lavender
Lindera melissaefolia	spicebush, southern
Linum westii	flax, West’s
Liparis elata = (L. nervosa)	liparis, tall
Litsea aestivalis	pondspice
Lobelia cardinalis	cardinal flower
Lobelia floridana	lobelia, Florida

Ludwigia spp.	ludwigia; water-primrose
except *Ludwigia hirtella*	seedbox, hairy (FACW)
Ludwigia maritima	seedbox, seaside (FACW)
L. suffruticosa	seedbox, headed (FACW)
Ludwigia virgata	seedbox, savanna (FACW)
Lycium carolinianum	Christmas berry
Lycopus spp.	bugleweed
Lysimachia spp.	loosestrife
Lythrum spp.	marsh loosestrife
Macranthera flammea	flameflower
Magnolia virginiana var. australis	magnolia, sweetbay
Malaxis spicata	adder's-mouth, Florida
Maxillaria crassifolia	orchid, hidden
Melanthium virginicum	bunchflower, Virginia
Micranthemum spp.	baby tears
Micromeria brownei	savory, Brown's
Mimulus alatus	monkey-flower
Monanthochloe littoralis	keygrass
Muhlenbergia capillaris	muhly grass
Nasturtium spp.	water-cress
Nelumbo spp.	water-lotus
Nuphar luteum	cow-lily, yellow
Nymphaea spp.	water-lily
Nymphoides spp.	floating hearts
Nyssa aquatica	tupelo, water
Nyssa ogeche	tupelo, ogeechee
Nyssa sylvatica var. biflora	tupelo, swamp
Orontium aquaticum	golden club
Osmunda regalis	fern, royal

Oxypolis spp.	water drop-wort
Panicum ensifolium	panic grass
Panicum erectifolium	witchgrass, erect-leaf
Panicum gymnocarpon	panicum, savannah
Panicum hemitomon	maidencane
Panicum longifolium	panicum, tall thin
Panicum scabriusculum	panicum, woolly
Panicum tenerum	panicum, bluejoint
Parnassia spp.	grass-of-parnassus
Paspalidium geminatum	water panicum
Paspalum dissectum	paspalum, mudbank
Paspalum distichum	paspalum, joint
Paspalum monostachyum	paspalum, gulf
Paspalum praecox	paspalum, early
Paspalum repens	paspalum, water
Peltandra spp.	arum; spoon flower
Penthorum sedoides	ditch stonecrop
Pentodon pentandrus	pentodon, Hall’s
Persea palustris	bay, swamp
Phragmites australis	reed, common
Physostegia godfreyi	dragon-head, Godfrey’s
Physostegia leptophylla	dragon-head, slender-leaf
Pinckneya bracteata	fever-tree
Pinguicula spp.	butterwort
Planera aquatica	planer tree
Platanthera spp.	orchid, fringed
Pleea tenuifolia	rush-featherling
Pogonia	pogonia, rose

ophioglossoides	
Polygala cymosa	milkwort, tall
Polygonum spp. except	smartweed
P. argyrocoleon	smartweed, silversheath (U)
P. virginianum	jumpseed (FACW)
Pontederia cordata	pickerelweed
Populus heterophylla	cottonwood, swamp
Proserpinaca spp.	mermaid-weed
Psilocarya spp.	baldrush
Quercus lyrata	oak, overcup
Rhexia parviflora	meadow-beauty white
Rhexia salicifolia	meadow-beauty panhandle
Rhizophora mangle	mangrove, red
Rhynchospora cephalantha	beakrush, clustered
Rhynchospora chapmanii	beakrush, Chapman’s
Rhynchospora corniculata	beakrush, short-bristle
Rhynchospora decurrens	beakrush, swamp-forest
Rhynchospora divergens	beakrush, spreading
Rhynchospora harperi	beakrush, Harper’s
Rhynchospora inundata	beakrush, horned
Rhynchospora macra	beakrush, large
Rhynchospora microcarpa	beakrush, southern
Rhynchospora miliacea	beakrush, millet
Rhynchospora mixta	beakrush, mingled
Rhynchospora oligantha	beakrush, few-flower
Rhynchospora stenophylla	beakrush, Chapman’s

Rhynchospora tracyi	beakrush, Tracy's
Rorippa spp.	yellow-cress
Rosa palustris	rose, swamp
Rotala ramosior	toothcup
Rudbeckia mohrii	coneflower, Mohr's
Sabatia bartramii	rose-gentian, Bartram's
Sabatia calycina	rose-gentian, coast
Sabatia dodecandra	rose-gentian, large
Sacciolepis striata	cupscale, American
Sagittaria spp.	arrowhead
Salicornia spp.	glasswort
Salix spp.	willow
Samolus spp.	pimpernel, water
Sarracenia spp. except	pitcher-plant
Sarracenia minor	pitcher-plant, hooded (FACW)
Saururus cernuus	lizard's tail
Scirpus spp.	bulrush
Scutellaria lateriflora	skullcap, blue
Scutellaria racemosa	skullcap
Senecio aureus	ragwort, golden
Senecio glabellus	butterweed
Setaria magna	foxtail
Sium suave	water-parsnip
Solidago elliottii	golden-rod, Elliott's
Solidago patula	golden-rod, rough-leaf
Sparganium americanum	burreed
Spartina alterniflora	cordgrass, saltmarsh
Spartina cynosuroides	cordgrass, big
Spartina spartinae	cordgrass, gulf
Spergularia marina	sandspurry, saltmarsh

Sphagnum spp.	sphagnum moss
Sphenopholis pensylvanica	wedgescale, swamp
Sporobolus virginicus	dropseed, seashore
Stachys lythroides	hedgenettle
Stillingia aquatica	corkwood
Styrax americana	snowbell; storax
Suaeda spp.	sea-blite
Taxodium ascendens	cypress, pond
Taxodium distichum	cypress, bald
Thalia geniculata	thalia; fire flag
Tofieldia racemosa	false-asphodel, coastal
Triadenum spp.	St. John's-wort, marsh
Triglochin striatam	arrow-grass
Typha spp.	cattail
Utricularia spp.	bladderwort
Veronica anagallis-aquatica	speedwell, water
Vicia ocalensis	vetch, Ocala
Viola lanceolata	violet, lance-leaf
Websteria confervoides	water-meal
Woodwardia aereolata	chainfern
Xyris spp.	yellow-eyed grass
except	
Xyris caroliniana	yellow-eyed grass, Carolina (FACW)
Xyris jupicai	yellow-eyed grass, tropical (FACW)
Zizania aquatica	wildrice
Zizaniopsis miliacea	wildrice, southern
(2) Facultative Wet Species	
Abildgaardia	rush, flat-spike

ovata	
Acer negundo	box-elder
Acer rubrum	maple, red
Aeschynomene indica	joint-vetch, India
Agalinis aphylla	false-foxglove, scale-leaf
Agalinis pinetorum (=A. pulchella)	false-foxglove
Agalinis purpurea	false-foxglove, large purple
Agarista populifolia	hobble-bush
Agrostis stolonifera	redtop
Amorpha fruticosa	indigo-bush
Amphicarpum muhlenbergianum	blue maidencane
Amsonia rigida	slimpod, stiff
Amsonia tabernaemontana	slimpod, eastern
Andropogon glomeratus (Campbell)	bluestem, bushy
Andropogon liebmanii var. pungensis (Campbell) (A. mohrii)	bluestem, Mohr’s
Anthaenantia rufa	silky-scale, purple
Apteria aphylla	nodding nixie
Arenaria godfreyi	stitchwort, Godfrey’s
Arisaema spp.	jack-in-the-pulpit; green-dragon
Aristida purpurascens (s.l.)	three-awn grass, wand-like
Arnoglossum diversifolium	indian-plantain, variable-leaf
Arnoglossum ovatum	indian-plantain, egg-leaf
Aronia arbutifolia	red chokeberry

Arundinaria gigantea	giant cane
Asclepias connivens	milkweed, large-flower
Asclepias longifolia	milkweed, long-leaf
Asclepias pedicellata	milkweed, savannah
Asclepias viridula	milkweed, southern
Aster chapmanii	aster, savannah
Aster eryngiifolius	aster, coyote-thistle
Aster lateriflorus	aster, calico
Aster spinulosus	aster, bog
Aster vimineus	aster, small white
Athyrium filix-femina	fern, subarctic lady
Atriplex patula	saltbush, halberd-leaf
Balduina atropurpurea	honeycomb-head, purple
Balduina uniflora	honeycomb-head, one-flower
Bartonia spp.	screwstem
Bigelowia nudata	golden-rod, rayless
Blechnum serrulatum	swamp fern
Boltonia spp.	boltonia
Brachiaria purpurascens	paragrass
Cacalia suaveolens	indian-plantain, sweet-scent
Calamovilfa curtissii	Curtiss' reed grass
Calopogon spp.	grass-pinks
Calycocarpum lyonii	cupseed
Caperonia spp.	caperonia
Capparis flexuosa	caper-tree
Carex spp. except	sedges
Carex atlantica	sedge, prickly bog (OBL)
Carex comosa	sedge, bearded (OBL)

Carex crinita	sedge, fringed (OBL)
Carex crus-corvi	sedge, raven-foot (OBL)
Carex decomposita	sedge, cypress-knee (OBL)
Carex elliottii	sedge, Elliott's (OBL)
Carex folliculata	sedge, long (OBL)
Carex gigantea	sedge, large (OBL)
Carex howei	sedge, Howe's (OBL)
Carex hyalinolepis	sedge, shoreline (OBL)
Carex leptalea	sedge, bristly-stalk (OBL)
Carex louisianica	sedge, Louisiana (OBL)
Carex lupulina	sedge, hop (OBL)
Carex lurida	sedge, shallow (OBL)
Carex stipata	sedge, stalk-grain (OBL)
Carex walteriana	sedge, Walter's (OBL)
Carphephorus carnosus	chaffhead, pineland
Carphephorus pseudoliatris	chaffhead, bristle-leaf
Carpinus caroliniana	hornbeam, American
Celtis laevigata	sugar-berry; hackberry
Centella asiatica	coinwort
Chaptalia tomentosa	sunbonnet; pineland daisy
Chasmanthium spp. except *C. latifolum* *C. sessiliflorum*	spanglegrass longleaf

	Chasmanthium
Chrysobalanus icaco	cocoplum
Cirsium lecontei	thistle, Leconte's
Cirsium nuttallii	thistle, Nuttall's
Clethra alnifolia	sweet pepper bush
Cliftonia monophylla	buckwheat-tree
Commelina spp. except	dayflower
Commelina erecta	dayflower, sandhill (U)
Conocarpus erectus	buttonwood
Coreopsis falcata	tickseed, sickle
Coreopsis floridana	tickseed, Florida
Coreopsis gladiata	tickseed, southeastern
Coreopsis integrifolia	tickseed, ciliate-leaf
Coreopsis leavenworthii	tickseed, Leavenworth's
Coreopsis linifolia	tickseed, Texas
Cornus foemina	swamp dogwood
Crataegus marshallii	haw, parsley
Crataegus viridis	haw, green
Croton elliottii	croton, Elliott's
Ctenitis submarginalis	fern, brown-hair comb
Ctenium spp.	toothache grass
Cuphea aspera	common waxweed
Cyperus spp. except	flatsedge
C. alternifolius	flatsedge, alternate-leaf (OBL)
Cyperus articulatus	flatsedge, jointed (OBL)
Cyperus difformis	flatsedge, variable (OBL)
Cyperus distinctus	flatsedge, marshland

	(OBL)
Cyperus drummondii	flatsedge (OBL)
Cyperus entrerianus	flatsedge (OBL)
C. erythrorhizos	flatsedge, red-root (OBL)
Cyperus haspan	flatsedge, sheathed (OBL)
Cyperus lanceolatus	flatsedge, epiphytic (OBL)
Cyperus papyrus	flatsedge, papyrus (OBL)
Cyperus cuspidatus	flatsedge, coastal-plain (FAC)
Cyperus esculentus	flatsedge (FAC)
Cyperus giganteus	flatsedge (FAC)
Cyperus globulosus	flatsedge, baldwin (FAC)
Cyperus huarmensis	flatsedge, black knotty-*root (FAC)*
Cyperus metzii	flatsedge (FAC)
Cyperus retrorsus	flatsedge (FAC)
Cyperus rotundus	flatsedge, purple (FAC)
Cyperus filiculmis	flatsedge, sandhill (U)
Cyperus ovularis	flatsedge (U)
Cyperus reflexus	flatsedge (U)
Cyperus refractus	flatsedge (U)
C. retrofractus	flatsedge (U)
Cyperus tetragonus	flatsedge (U)
Dichromena colorata	white-top sedge, starbrush
Dichromena floridensis	white-top sedge, Everglades
Dicliptera brachiata	mudwort, wild
Digitaria	everglades grass

pauciflora	
Diodia virginiana	button-weed
Dionaea muscipula	Venu' flytrap
Drosera brevifolia	sundew, dwarf
Drosera capillaris	sundew, pink
Dryopteris ludoviciana	shield-fern, southern
Dyschoriste humistrata	dyschoriste, swamp
Echinochloa spp.	jungle-rice; cockspur grass
Eclipta alba	yerba de Tajo
Elyonurus tripsacoides	balsam-scale, Pan-American
Equisetum hyemale	horsetail
Erianthus brevibarbus	plume grass, short-beard
Erigeron vernus	fleabane, early whitetop
Eriochloa spp.	cupgrass
Eryngium integrifolium	coyote-thistle, blue-flower
Eryngium prostratum	coyote-thistle, creeping
Eryngium yuccifolium	rattlesnake master
Erythrodes querceticola	erythrodes, low
Eulophia alta	coco, wild
Eupatoriadelphus fistulosus	joe-pye-weed
Eupatorium leucolepis	thoroughwort, white-bract
Eupatorium mikanioides	thoroughwort, semaphore
Eupatorium perfoliatum	boneset
Euphorbia humistrata (=Chamaesyce humistrata)	broomspurge, spreading
Euphorbia inundata	spurge, Florida
Euphorbia	spurge,

polyphylla	many-leaved
Eustachys glauca (=Chloris glauca)	fingergrass, saltmarsh
Eustoma exaltatum	prairie-gentian
Evolvulus convolvuloides	evolvulus
Evolvulus sericeus	silky bindweed
Fimbristylis annua	fimbry, annual
Fimbristylis puberula	fimbry, Vahl's hairy
Flaveria floridana	yellowtop
Flaveria linearis	yellowtop
Forestiera acuminata	privet, swamp
Fothergilla gardenii	witch-alder, dwarf
Galium tinctorium	bedstraw, stiff marsh
Gaylussacia mosieri	woolly-berry
Gentiana spp.	gentian
Gleditsia triacanthos	honey-locust
Gordonia lasianthus	bay, loblolly
Gratiola spp. except	hedgehyssop
Gratiola hispida	hedgehyssop *(FAC)*
Habenaria spp.	rein orchid
Halesia diptera	silver-bell
Harperocallis flava	Harper's beauty
Hartwrightia floridana	hartwrightia, Florida
Hedychium coronarium	ginger
Helenium spp. except	sneezeweed
Helenium amarum	sneezeweed, pasture (FAC)
Helianthus agrestis	sunflower, southeastern

Helianthus angustifolius	sunflower, swamp
Helianthus carnosus	sunflower, lakeside
Helianthus heterophyllus	sunflower, wetland
Helianthus simulans	sunflower, muck
Heliotropium procumbens	heliotrope, four-spike
Hemicarpha spp.	dwarf-bullrush
Hibiscus aculeatus	rosemallow
Hydrocotyle spp.	pennywort
except	
H. ranunculoides	pennywort, floating (OBL)
Hypericum spp.	St. John's-wort
except	
Hypericum chapmanii	St. John's-wort, Chapman's *(OBL)*
H. edisonianum	St. John's-wort, Edison's (OBL)
H. fasciculatum	St. John's-wort, marsh (OBL)
H. lissophloeus	St. John's-wort, smooth-*bark (OBL)*
Hypericum nitidum	St. John's-wort, Carolina (OBL)
H. hypericoides	St. Andrew's cross (FAC)
H. tetrapetalum	St. John's-wort, *four-petal (FAC)*
H. cumulicola	St. John's-wort, *scrub (U)*
H. drummondii	St. John's-wort, *Drummond's (U)*
H. gentianoides	pineweed (U)
H. microsepalum	St. John's-wort, *small-sepal (U)*
H. prolificum	St. John's-wort, *shrubby (U)*
Hypericum punctatum	St. John's-wort, dotted (U)
Hypericum	St. John's-wort,

reductum	Atlantic (U)
Hypolepis repens	fern, bead
Hypoxis spp.	stargrasses, yellow
Hyptis alata	musky mint
Ilex coriacea	holly, bay-gall
Ilex decidua	holly, deciduous
Illicium parviflorum	star anise
Iva microcephala	little marsh elder
Juncus marginatus	shore rush
Kalmia latifolia	laurel, mountain
Lachnocaulon anceps	bogbutton, white-head
Lachnocaulon beyrichianum	bogbutton, southern
Laportea canadensis	wood-nettle, Canada
Leptochloa spp. except	sprangle-top
Leptochloa virgata	sprangle-top, tropic (FAC)
Leucothoe spp.	dog-hobble
Liatris garberi	gayfeather, garber’s
Lindera benzoin	spicebush, northern
Lindernia spp. except	false-pimpernel
Lindernia crustacea	false-pimpernel, *Malayan (FAC)*
Linum carteri	flax, Carter’s
Linum striatum	flax, ridged yellow
Lipocarpha spp.	lipocarpha
Liquidambar styraciflua	sweetgum
Liriodendron tulipifera	tulip tree
Listera spp.	twayblade
Lobelia spp. except	lobelia
Lobelia cardinalis	flower, cardinal (OBL)
Lobelia	lobelia, Florida

floridana	(OBL)
Lophiola americana	golden-crest
Ludwigia hirtella	seedbox, hairy
Ludwigia maritima	seedbox, seaside
Ludwigia suffruticosa	seedbox, headed
Ludwigia virgata	seedbox, savanna
Lycopodium spp.	clubmoss
Lyonia lucida	fetter-bush
Lyonia mariana	fetter-bush
Macbridea spp.	birds-in-a-nest
Manisuris spp. except	jointgrass
M. cylindrica	jointgrass, pitted (FAC)
Marshallia graminifolia	barbara's-button s, grass-leaf
Marshallia tenuifolia	barbara's-button s, slim-leaf
Mecardonia spp.	mecardonia
Melanthera nivea	squarestem
Mitreola spp.	hornpod
Muhlenbergia schreberi	nimblewill
Myrica heterophylla	bayberry, evergreen
Myrica inodora	bayberry, odorless
Nemastylis floridana	pleatleaf, fall-flowering
Nemophila aphylla	baby-blue-eyes, small-flower
Oldenlandia spp.	bluets, water
Onoclea sensibilis	fern, sensitive
Osmunda cinnamomea	fern, cinnamon
Panicum abscissum (Hall)	cut-throat grass
Panicum dichotomiflorum	panicum, fall
Panicum	panicum

dichotomum	
Panicum	panicum
pinetorum	
Panicum repens	grass, torpedo
Panicum	panicum, red-top
rigidulum	
Panicum	panicum
scoparium	
Panicum spretum	panicum
Panicum	panicum, warty
verrucosum	
Panicum	switchgrass
virgatum	
Paspalum	paspalum, brook
acuminatum	
Paspalum	paspalum, bull
boscianum	
Paspalum	paspalum,
floridanum	Florida
Paspalum laeve	paspalum, field
Paspalum	paspalum,
pubiflorum	hairy-seed
Pavonia spicata	mangrove
	mallow
Philoxerus	silverhead
vermicularis	
Phyllanthus	leaf-flower,
caroliniensis	Carolina
Phyllanthus	leaf-flower,
liebmannianus	Florida
Physostegia	dragon-head,
purpurea	purple
Physostegia	dragon-head,
virginiana	false
Pieris	fetter-bush,
phillyreifolia	climbing
Pilea spp.	clearweed
Pinus glabra	pine, spruce
Pinus serotina	pine, pond
Platanus	sycamore
occidentalis	
Pluchea spp.	camphor-weed
Polygala spp.	milkwort
except	
Polygala	milkwort, tall
cymosa	yellow (OBL)
P. leptostachys	milkwort,
	sandhill (U)
Polygala	milkwort, scrub

lewtonii	(U)
Polygala	milkwort,
polygama	racemed (U)
P. verticillata	milkwort, whorled (U)
Polygonum virginianum	jumpseed
Ponthieva racemosa	shadow-witch
Populus deltoides	cotton-wood, eastern
Pteris tripartita	brake, giant
Ptilimnium capillaceum	mock bishop-weed
Pycnanthemum nudum	mountain-mint, coastal-plain
Quercus laurifolia	oak, laurel
Quercus michauxii	oak, swamp chestnut
Quercus nigra	oak, water
Quercus pagoda	oak, cherry-bark
Quercus phellos	oak, willow
Ranunculus spp.	butter-cup
Reimarochloa oligostachya	grass, Florida reimar
Rhapidophyllum hystrix	palm, needle
Rhexia spp. except	meadow-beauty
Rhexia parviflora	meadow-beauty white (OBL)
Rhexia salicifolia	meadow-beauty panhandle *(OBL)*
Rhododendron viscosum	azalea, swamp
Rhynchospora spp. except	beakrush
R. cephalantha	beakrush, clustered (OBL)
R. chapmanii	beakrush, Chapman's *(OBL)*
R. corniculata	beakrush, short-bristle *(OBL)*
R. decurrens	beakrush,

	swamp-forest *(OBL)*
R. divergens	beakrush, *spreading (OBL)*
R. harperi	beakrush, *Harper's (OBL)*
R. inundata	beakrush, *horned (OBL)*
Rhynchospora macra	beakrush, large (OBL)
R. microcarpa	beakrush, *southern (OBL)*
R. miliacea	beakrush, millet *(OBL)*
Rhynchospora mixta	beakrush, mingled (OBL)
R. oligantha	beakrush, *few-flower (OBL)*
R. stenophylla	beakrush, Chapman's *(OBL)*
Rhynchospora tracyi	beakrush, Tracy's (OBL)
Rhynchospora grayi	beakrush, Gray's (U)
R. intermedia	beakrush, pinebarren (U)
R. megalocarpa	beakrush, giant-fruited (U)
Roystonea spp.	palm, royal
Rudbeckia fulgida	coneflower, orange
Rudbeckia graminifolia	coneflower, grass-leaf
Rudbeckia laciniata	coneflower, cut-leaf
Rudbeckia nitida	coneflower, shiny
Ruellia noctiflora	wild-petunia, night-flowering
Rumex spp.	dock
Sabal minor	palmetto, dwarf
Sabatia spp. except	rose-gentian
Sabatia bartramii	rose-gentian, Bartram's (OBL)
Sabatia calycina	rose-gentian, *coast (OBL)*

Sabatia dodecandra	rose-gentian, large (OBL)
Sachsia polycephala	sachsia
Sarracenia minor	pitcher-plant, hooded
Schoenolirion croceum	sunny bells
Schoenolirion elliottii	sunny bells
Schoenus nigricans	black-sedge
Scleria spp.	nutrush
Sclerolepis uniflora	hardscale, one flower
Selaginella apoda	spike-moss, meadow
Sesuvium spp.	sea-purslane
Sisyrinchium atlanticum	blue-eye-grass, eastern
Sisyrinchium capillare	blue-eye-grass
Sisyrinchium mucronatum	blue-eye-grass, Michaux's
Solanum bahamense	canker-berry
Solanum erianthum	night-shade, shrub
Solidago fistulosa	golden-rod, marsh
Solidago leavenworthii	golden-rod, leavenworth's
Solidago sempervirens	golden-rod, seaside
Solidago stricta	golden-rod, willow-leaf
Sophora tomentosa	coast sophora
Spartina bakeri	cordgrass, sand
Spartina patens	cordgrass, saltmeadow
Spermacoce glabra	button-plant, smooth
Sphenoclea zeylandica	chicken-spike
Sphenostigma coelestinum	ixia, Bartram's
Spigelia loganioides	pink-root

Spilanthes americana	spotflower, creeping
Spiranthes spp.	ladies'-tresses
Sporobolus floridanus	dropseed, Florida
Staphylea trifolia	bladdernut, American
Stenandrium floridanum	stenandrium
Stenanthium gramineum	feather-bells, eastern
Stipa avenacioides	grass, Florida needle
Stokesia laevis	stokesia
Syngonanthus flavidulus	bantam-buttons
Teucrium canadense	germander, American
Thalictrum spp.	meadow-rue
Thelypteris spp.	shield fern
Tilia americana	American basswood
Toxicodendron vernix	poison sumac
Trachelospermum difforme	climbing-dogbane
Trepocarpus aethusae	trepocarpus, aethusa-like
Trianthema portulacastrum	horse-purslane
Tridens ambiguus	tridens, savannah
Tridens strictus	tridens, long-spike
Triphora spp.	pogonias, nodding
Ulmus spp. except *Ulmus rubra*	elm elm, slippery *(U)*
Urechites lutea	allamanda, wild
Uvularia floridana	bellwort, Florida
Vaccinium corymbosum	blueberry, highbush
Verbena scabra	vervain, sandpaper
Verbesina chapmanii	crownbeard, Chapman's

Verbesina heterophylla	crownbeard, diverse-leaf
Vernonia spp. except	ironweed
V. angustifolia	ironweed, narrow-leaf (U)
Veronicastrum virginicum	culver's root
Viburnum dentatum	arrow-wood
Viburnum nudum	viburnum, possum-haw
Viburnum obovatum	viburnum, walter
Vicia acutifolia	vetch, four-leaf
Vicia floridana	vetch, Florida
Viola affinis	violet, Leconte's
Viola esculenta	violet, edible
Viola primulifolia	violet, primrose-leaf
Woodwardia virginica	chainfern
Xanthorhiza simplicissima	yellow-root, shrubby
Xanthosoma sagittifolium	elephant ear
Xyris caroliniana	yellow-eyed-grass, Carolina
Xyris jupicai	yellow-eyed-grass, Richard's
Yeatesia viridiflora	yeatesia, green-flower
Zephyranthes atamasco	lily, atamasco
Zigadenus densus	crow poison
Zigadenus glaberrimus	deathcamas, Atlantic

Within Monroe County and the Key Largo portion of Miami-Dade County only, the following species shall be listed as Facultative Wet:

Alternanthera maritima	beach alternanthera
Morinda royoc	Keys rhubarb
Strumpfia maritima	strumpia

(3) Facultative Species

Acacia auriculiformis	ear-leaved acacia
Aletris spp.	colic-root

Alopecurus carolinianus	foxtail, tufted
Anagallis pumila	pimpernel, Florida
Andropogon arctatus (Campbell)	bluestem, savannah
Andropogon brachystachys (Campbell)	bluestem, short-spike
Andropogon gerardii (Campbell)	bluestem, big
Andropogon perangustatus (Campbell)	bluestem, slim
Andropogon virginicus (Campbell)	broom-sedge
Ardisia spp.	marlberry
Aristida rhizomophora	grass, rhizomatous three-awn
Aristida spiciformis	bottlebrush, three-awn
Aristida stricta	grass, pineland three-awn
Arundo donax	reed, giant
Aster dumosus	aster, bushy
Aster umbellatus	aster, flat-top white
Axonopus spp.	carpet grass
Baccharis dioica	false-willow, broom-bush
Baccharis glomeruliflora	groundsel tree
Baccharis halimifolia	false-willow, eastern
Bidens pilosa	beggar-ticks, hairy
Bucida buceras	gregory wood
Bumelia celastrina	bumelia, coastal
Bumelia lycioides	bumelia, buckthorn
Bumelia reclinata	bumelia
Campanula americana	bellflower, American

Canna x generalis	garden canna
Carphephorus odoratissimus	vanilla plant
Carphephorus paniculatus	deer-tongue
Casuarina spp.	casuarina
Cayaponia guingueloba	cyaponia, five-lobe
Cestrum diurnum	day jessamine
Chasmanthium latifolium	spangle grass
Chasmanthium sessiliflorum	longleaf Chasmanthium
Chiococca spp.	snowberry
Colubrina asiatica	snakewood, Asian
Conoclinium coelestinum	mistflower
Coreopsis tripteris	tickseed, tall
Cupaniopsis anacardioides	carrotwood
Cuphea carthagenensis	waxweed, Columbia
Cyperus cuspidatus	flatsedge, coastal-plain
Cyperus giganteus	flatsedge
Cyperus globulosus	flatsedge, baldwin
Cyperus huarmensis	flatsedge, black knotty-root
Cyperus metzii	flatsedge
Cyperus retrorsus	flatsedge
Cyperus rotundus	flatsedge, purple
Cypselea humifusa	panal
Cyrilla racemiflora	cyrilla, swamp
Dichondra caroliniensis	pony-foot
Digitaria serotina	crabgrass, dwarf
Diospyros virginiana	persimmon, common
Drymaria	West Indian

cordata	chickweed
Elytraria caroliniensis	scaly-stem, Carolina
Eragrostis spp.	lovegrass
Erechites hieraciifolia	fireweed
Erigeron guercifolius	fleabane
Erithralis fruticosa	black torchwood
Eryngium bladwini	coyote-thistle, Baldwin's
Eupatorium spp. except	thoroughworts
E. leptophyllum	thoroughwort, secund (OBL)
E. leucolepis	thoroughwort, white-bract *(FACW)*
E. mikanioides	thoroughwort, semaphore *(FACW)*
E. perfoliatum	boneset, *common (FACW)*
Eustachys petracea	finger grass
Euthamia spp.	bushy goldenrod
Ficus aurea	fig, Florida strangler
Fimbristylis spathacea	hurricane-grass
Flaveria bidentis	yellowtop
Flaveria trinervia	yellowtop
Forestiera segregata	privet, Florida
Gaylussacia dumosa	dwarf huckleberry
Gaylussacia frondosa	dangleberry
Gratiola hispida	hyssop, hispid
Helenium amarum	sneezeweed, pasture
Helianthus floridanus	sunflower, Florida
Heliotropium curassavicum	heliotrope, seaside
Heliotropium	heliotrope

polyphyllum	
Hibiscus tiliaceus	rosemallow, sea
Hypericum hypericoides	St. Andrew's cross
Ilex opaca var. opaca	American holly
Ilex vomitoria	yaupon holly
Jacquinia keyensis	Joewood
Juncus tenuis	rush, path
Kosteletzkya pentasperma	mallow, coastal
Lachnanthes caroliniana	redroot
Leptochloa virgata	sprangle-top, tropic
Liatris gracilis	blazing star
Liatris spicata	gayfeather, spiked
Lilium catesbaei	lily, southern red
Lindernia crustacea	false-pimpernel Malayan
Linum floridanum	flax, Florida yellow
Linum medium	flax, stiff yellow
Lyonia ligustrina	maleberry
Manisuris cylindrica	joint grass, pitted
Maytenus phyllanthoides	Florida mayten
Melaleuca guinguenervia	punk tree
Melochia corchorifolia	chocolate-weed
Metopium toxiferum	poison wood
Mimosa pigra	mimosa, black
Morus rubra	mulberry, red
Muhlenbergia expansa	cutover muhly
Murdannia spp.	dewflower
Myosurus minimus	mouse-tail, tiny
Myrica cerifera	bayberry, southern
Myrsine guianensis	myrsine, guiana
Nephrolepis	sword ferns

spp.	
Neyraudia reynaudiana	reed, silk
Oplismenus setarius	grass, woods
Oryza sativa	rice, cultivated
Panicum anceps	panicum, beaked
Panicum commutatum (Hall)	panicum
Panicum hians	panicum, gaping
Panicum strigosum	panicum
Panicum tenue	panicum
Parietaria spp.	pellitory
Paspalum conjugatum	paspalum, sour
Paspalum dilatatum	dallisgrass
Paspalum fimbriatum	paspalum, Panama
Paspalum plicatulum	paspalum, brown-seed
Paspalum setaceum	paspalum, thin
Paspalum urvillei	grass, vasey
Pennisetum purpureum	elephant ear grass
Phalaris spp.	grass, canary
Phyla spp.	frog-fruit
Phyllanthus urinaria	leaf-flower, water
Piriqueta caroliniana	piriqueta
Polypogon spp.	grass, rabbit-foot
Polypremium procumbens	rustweed
Psidium cattleianun	guava, strawberry
Psychotria spp.	wild coffee
Rhodomyrtus tomentosus	downy rose myrtle
Rubus spp.	blackberries
Ruellia brittoniana	wild-petunia, Britton’s
Ruellia caroliniensis	wild petunia

Sabal palmetto	palm, cabbage
Sacciolepis indica	grass, glenwood
Sambucus canadensis	elderberry
Sapium sebiferum	tallow-tree, Chinese
Schinus terebinthifolius	pepper-tree, Brazilian
Schizachyrium spp.	bluestem
Scoparia dulcis	sweet broom
Scutellaria floridana	skullcap
Scutellaria integrifolia	rough skullcap
Sebastiana fruticosa	sebastian-bush, gulf
Sesbania spp.	rattle-bush
Setaria geniculata	grass, bristle
Seymeria cassiodes	black senna
Solidago rugosa	golden-rod, wrinkled
Stillingia sylvatica var. tenuis	queen's-delight, marsh
Suriana maritima	bay-cedar
Syzygium spp.	Java plum
Thespesia populnea	seaside mahoe
Tradescantia fluminensis	trailing spiderwort
Trema spp.	trema
Tripsacum dactyloides	grass, eastern gama
Vaccinium elliottii	blueberry, Elliott
Verbesina virginica	crownbeard, white
Wedelia trilobata	creeping ox-eye

Within Monroe County and the Key Largo portion of Miami-Dade County only, the following species shall be listed as Facultative:

Alternanthera paronychioides	smooth chaff-flower
Byrsonima lucida	locust-berry

Ernodea littoralis	golden creeper
Guapira discolor	blolly
Manilkara bahamensis	wild dilly
Pisonia rotundata	pisonia
Pithecellobium keyensis	blackbead
Pithecellobium unguis-cati	catsclaw
Randia aculeata	box briar
Reynosia septentrionalis	darling plum
Thrinax radiata	Florida thatch palm

(4) Nomenclature. Use of plants in this rule is based solely on the scientific names. Common names are included in the above lists for information purposes only. The following references shall be used by the regulating agency to resolve any uncertainty about the nomenclature or taxonomy of any plant listed by a given scientific name in this section: R. Godfrey, Trees, Shrubs and Woody Vines of Northern Florida and Adjacent Georgia & Alabama (Univ. Ga. Press, Athens 1988) and D. Lellinger, Ferns & Fern-Allies of the United States & Canada (Smithsonian Institution Press, Washington D.C. 1985) for all species covered by these references. For all other listed scientific names the following references will be followed unless the species list in this section designates a different authority next to an individual species name: R. Godfrey & J. Wooten, Aquatic and Wetland Plants of Southeastern United States: Monocotyledons (Univ. Ga. Press, Athens 1979); R. Godfrey & J. Wooten, Aquatic and Wetland Plants of Southeastern United States: Dicotyledons (Univ. Ga. Press, Athens 1979); D. & H. Correll, Flora of the Bahama Archipelago (A.R. Gantner, Germany 1982). When the species list in this section designates a different authority next to an individual species name, the regulating agency shall resolve any ambiguity in nomenclature by using the name identified in D. Hall, The Grasses of Florida (Doctoral Dissertation, Univ. of Fla., Gainesville 1978); or C. Campbell, Systematics of the Andropogon Virginicus Complex (GRAMINEAE), 64 Journal of the Arnold Arboretum 171-254 (1983).

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.450.

62-340.500 Hydrologic Indicators.

The indicators below may be used as evidence of inundation or saturation when used as provided in Rule 62-340.300, F.A.C. Several of the indicators reflect a specific water elevation. These specific water elevation indicators are intended to be evaluated with meteorological information, surrounding topography and reliable hydrologic data or analyses when provided, to ensure that such indicators reflect inundation or saturation of a frequency and duration sufficient to meet the wetland definition in subsection 62-340.200(19), F.A.C., and not rare or aberrant events. These specific water elevation indicators are not intended to be extended from the site of the indicator into surrounding areas when reasonable scientific judgment indicates that the surrounding areas are not wetlands as defined in subsection 62-340.200(19), F.A.C.

(1) Algal mats. The presence or remains of nonvascular plant material which develops during periods of inundation and persists after the surface water has receded.

(2) Aquatic mosses or liverworts on trees or substrates. The presence of those species of mosses or liverworts tolerant of or dependent on surface water inundation.

(3) Aquatic plants. Defined in subsection 62-340.200(1), F.A.C.

(4) Aufwuchs. The presence or remains of the assemblage of sessile, attached or free-living, nonvascular plants and invertebrate animals (including protozoans) which develop a community on inundated surfaces.

(5) Drift lines and rafted debris. Vegetation, litter, and other natural or manmade material deposited in discrete lines or locations

on the ground or against fixed objects, or entangled above the ground within or on fixed objects in a form and manner which indicates that the material was waterborne. This indicator should be used with caution to ensure that the drift lines or rafted debris represent usual and recurring events typical of inundation or saturation at a frequency and duration sufficient to meet the wetland definition of subsection 62-340.200(19), F.A.C.

(6) Elevated lichen lines. A distinct line, typically on trees, formed by the water-induced limitation on the growth of lichens.

(7) Evidence of aquatic fauna. The presence or indications of the presence of animals which spend all or portions of their life cycle in water. Only those life stages which depend on being in or on water for daily survival are included in this indicator.

(8) Hydrologic data. Reports, measurements, or direct observation of inundation or saturation which support the presence of water to an extent consistent with the provisions of the definition of wetlands and the criteria within this rule, including evidence of a seasonal high water table at or above the surface according to methodologies set forth in *Soil and Water Relationships of Florida's Ecological Communities* (Florida Soil Conservation Staff 1992).

(9) Morphological plant adaptations. Specialized structures or tissues produced by certain plants in response to inundation or saturation which normally are not observed when the plant has not been subject to conditions of inundation or saturation.

(10) Secondary flow channels. Discrete and obvious natural pathways of water flow landward of the primary bank of a stream watercourse and typically parallel to the main channel.

(11) Sediment deposition. Mineral or organic matter deposited in or shifted to positions indicating water transport.

(12) Vegetated tussocks or hummocks. Areas where vegetation is elevated above the natural grade on a mound built up of plant debris, roots, and soils so that the growing vegetation is not subject to the prolonged effects of soil anoxia.

(13) Water marks. A distinct line created on fixed objects, including vegetation, by a sustained water elevation.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.500.

62-340.550 Wetland Hydrology.

A wetland delineation using the methodology described above, can be refuted by either reliable hydrologic records or site specific hydrologic data which indicate that neither inundation for at least seven consecutive days, nor saturation for at least twenty consecutive days, occurs during conditions which represent long-term hydrologic conditions. Hydrologic records or site specific hydrologic data must be of such a duration, frequency, and accuracy to demonstrate that the records or data are representative of the long-term hydrologic conditions, including the variability in quantity and seasonality of rainfall. When sufficient amounts of either reliable hydrologic records or site specific hydrologic data are not available to prove that the wetland area of concern does not inundate or saturate as described above, a site-specific field-verified analytic or numerical model may be used to demonstrate that the wetland area no longer inundates or saturates regularly or periodically under typical long-term hydrologic conditions. Before initiating the use of a model to evaluate if a wetland delineation should be refuted based on hydrologic conditions, the applicant or petitioner shall first meet with the appropriate regulating agency and reach an agreement on the terms of study, including data collection, the specific model, model development and calibration, and model verification. If the data, analyses, or models are deemed inadequate based on the hydrologic conditions being addressed, the regulating agency shall provide a case-by-case review of the applicability of any data, analyses, or models and shall provide specific reasons, based on generally accepted scientific and engineering practices, why they are inadequate.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211 FS. History–New 7-1-94, Formerly 17-340.550.

62-340.600 Surface Waters.

(1) For the purposes of Section 373.421, F.S., surface waters are waters on the surface of the earth, contained in bounds created naturally or artificially, including, the Atlantic Ocean, the Gulf of Mexico, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, and other watercourses. However, state water quality standards apply only to those waters defined in subsection 403.031(13), F.S.

(2) The landward extent of a surface water in the State for the purposes of implementing Section 373.414, F.S., shall be the more landward of the following:

(a) Wetlands as located by Rule 62-340.300, F.A.C., of this chapter;

(b) The mean high water line elevation for tidal water bodies;

(c) The ordinary high water line for non-tidal natural water bodies;

(d) The top of the bank for artificial lakes, borrow pits, canals, ditches and other artificial water bodies with side slopes of 1 foot vertical to 4 feet horizontal or steeper, excluding spoil banks when the canals and ditches have resulted from excavation into the ground; or

(e) The seasonal high water line for artificial lakes, borrow pits, canals, ditches, and other artificial water bodies with side slopes flatter than 1 foot vertical to 4 feet horizontal along with any artificial water body created by diking or impoundment above the ground.

(3) Determinations made pursuant to paragraphs (2)(b) and (2)(c) shall be for regulatory purposes and are not intended to be a delineation of the boundaries of lands for the purposes of title.

Specific Authority 373.421 FS. Law Implemented 373.421, 373.4211, 403.031(13) FS. History–New 7-1-94, Formerly 17-340.600.

62-340.700 Exemptions for Treatment or Disposal Systems.

(1) Alteration and maintenance of the following shall be exempt from the rules adopted by the department and the water management districts to implement subsections 373.414(1) through 373.414(6), 373.414(8) and 373.414(10), F.S.; and subsection 373.414(7), F.S., regarding any authority to apply state water quality standards within any works, impoundments, reservoirs, and other watercourses described in this subsection and any authority granted pursuant to Section 373.414, F.S. (1991):

(a) Works, impoundments, reservoirs, and other watercourses constructed and operated solely for wastewater treatment or disposal in accordance with a valid permit reviewed or issued under Rules 62-28.700, 62-302.520, F.A.C., Chapters 62-17, 62-600, 62-610, 62-640, 62-650, 62-660, 62-670, 62-671, 62-673, or 62-701, F.A.C., or Section 403.0885, F.S., or rules implementing Section 403.0885, F.S., except for treatment wetlands or receiving wetlands permitted to receive wastewater pursuant to Chapter 62-611, F.A.C., or Section 403.0885, F.S., or its implementing rules;

(b) Works, impoundments, reservoirs, and other watercourses constructed solely for wastewater treatment or disposal before a construction permit was required under Chapter 403, F.S., and operated solely for wastewater treatment or disposal in accordance with a valid permit reviewed or issued under Rules 62-28.700, 62-302.520, F.A.C., Chapters 62-17, 62-600, 62-610, 62-640, 62-650, 62-660, 62-670, 62-671, 62-673, or 62-701, F.A.C., or Section 403.0885, F.S., or rules implementing Section 403.0885, F.S., except for treatment wetlands or receiving wetlands permitted to receive wastewater pursuant to Chapter 62-611, F.A.C., or Section 403.0885, F.S., or its implementing rules;

(c) Works, impoundments, reservoirs, and other watercourses of less than 0.5 acres in combined area on a project-wide basis, constructed and operated solely for stormwater treatment in accordance with a noticed exemption under Chapter 62-25, F.A.C., or a valid permit issued under Chapters 62-25 (excluding Rule 62-25.042), 62-330, 40B-4, 40C-4, 40C-42 (excluding Rule 40C-42.0265), 40C-44, 40D-4, 40D-40, 40D-45, or 40E-4, F.A.C., except those permitted as wetland stormwater treatment systems; or

(d) Works, impoundments, reservoirs, and other watercourses of less than 0.5 acres in combined area on a project-wide basis, constructed and operated solely for stormwater treatment before a permit was required under Chapters 62-25, 40B-4, 40C-4, 40C-42, 40C-44, 40D-4, 40D-40, 40D-45, or 40E-4, F.A.C.

(2) Alteration and maintenance of the following shall be exempt from the rules adopted by the department and the water management districts to implement subsections 373.414(1), 373.414(2)(a), 373.414(8), and 373.414(10), F.S.; and subsections 373.414(3) through 373.414(6), F.S.; and subsection 373.414(7), F.S., regarding any authority to apply state water quality standards within any works, impoundments, reservoirs, and other watercourses described in this subsection and any authority granted pursuant to Section 373.414, F.S. (1991), except for authority to protect threatened and endangered species in isolated wetlands:

(a) Works, impoundments, reservoirs, and other watercourses of 0.5 acre or greater in combined area on a project-wide basis, constructed and operated solely for stormwater treatment in accordance with a noticed exemption under Chapter 62-25, F.A.C., or a valid permit issued under Chapters 62-25 (excluding Rule 62-25.042), 62-330, 40B-4, 40C-4, 40C-42 (excluding Rule 40C-42.0265), 40C-44, 40D-4, 40D-40, 40D-45, 40E-4, except those permitted as wetland stormwater treatment systems; or

(b) Works, impoundments, reservoirs, and other watercourses of 0.5 acres or greater in combined area on a project-wide basis, constructed and operated solely for stormwater treatment before a permit was required under Chapters 62-25, 40B-4, 40C-4, 40C-42, 40C-44, 40D-4, 40D-40, 40D-45, or 40E-4, F.A.C.

(3) The exemptions in subsections 62-340.700(1) and (2) shall not apply to works, impoundments, reservoirs or other

watercourses that

(a) Are currently wetlands which existed before construction of the stormwater treatment system and were incorporated in it;

(b) Are proposed to be altered through expansion into wetlands or other surface waters; or

(c) Are wetlands created, enhanced, or restored as mitigation for wetland or surface water impacts under a permit issued by the Department or a water management district.

(4) Alterations and maintenance of works, impoundments, reservoirs, and other watercourses exempt under this subsection shall not be considered in determining whether any wetland permitting threshold is met or exceeded under part IV of Chapter 373, F.S.

(5) Works, impoundments, reservoirs, and other watercourses exempt under this subsection, other than isolated wetlands in systems described in subsection 62-340.700(2), F.A.C., above, shall not be delineated under Section 373.421, F.S.

(6) This exemption shall not affect the application of state water quality standards, including those applicable to Outstanding Florida Waters, at the point of discharge to waters as defined in subsection 403.031(13), F.S.

(7) As used in this subsection, “solely for” means the reason for which a work, impoundment, reservoir, or other watercourse is constructed and operated; and such construction and operation would not have occurred but for the purposes identified in subsection 62-340.700(1) or 62-340.700(2), F.A.C. Furthermore, the phrase does not refer to a work, impoundment, reservoir, or other watercourse constructed or operated for multiple purposes. Incidental uses, such as occasional recreational uses, will not render the exemption inapplicable, so long as the incidental uses are not part of the original planned purpose of the work, impoundment, reservoir, or other watercourse. However, for those works, impoundments, reservoirs, or other watercourses described in paragraphs 62-340.700(1)(c) and 62-340.700(2)(a), F.A.C., use of the system for flood attenuation, whether originally planned or unplanned, shall be considered an incidental use, so long as the works, impoundments, reservoirs, and other watercourses are no more than 2 acres larger than the minimum area required to comply with the stormwater treatment requirements of the district or department. For the purposes of this subsection, reuse from a work, impoundment, reservoir, or other watercourse is part of treatment or disposal.

Specific Authority 373.414(9) FS. Law Implemented 373.414(9) FS. History–New 7-1-94, Formerly 17-340.700.

62-340.750 Exemption for Surface Waters or Wetlands Created by Mosquito Control Activities.

Construction, alteration, operation, maintenance, removal, and abandonment of stormwater management systems, dams, impoundments, reservoirs, appurtenant works, or works, in, on or over lands that have become surface waters or wetlands solely because of mosquito control activities undertaken as part of a governmental mosquito control program, and which lands were neither surface waters nor wetlands before such activities, shall be exempt from the rules adopted by the department and water management districts to implement subsections 373.414(1) through 373.414(6), 373.414(8), and 373.414(10), F.S.; and subsection 373.414(7), F.S., regarding any authority granted pursuant to Section 373.414, F.S. (1991). Activities exempted under this section shall not be considered in determining whether any wetland permitting threshold is met or exceeded under part IV of Chapter 373, F.S. This exemption shall not affect the regulation of impacts on other surface waters or wetlands, or the application of state water quality standards to waters as defined in subsection 403.031(13), F.S., including standards applicable to Outstanding Florida Waters.

Specific Authority 373.414(9) FS. Law Implemented 373.414(9) FS. History–New 7-1-94, Formerly 17-340.750.

The State of Florida Wetland Program Plan 2013-2016

3nd Edition February, 2013

Prepared by the Florida Department of Environmental Protection (DEP) for the Environmental Protection Agency (EPA)

Enhancing State and Tribal Programs (ESTP) Initiative for Wetland Programs

Introduction

Florida currently has a comprehensive wetland program that encompasses the four core elements of regulation, voluntary restoration and protection, monitoring and assessment, and water quality standards. Florida's program regulates most land alterations (including land clearing, development, stormwater, dredging and filling, mining, beach nourishment and re-nourishment, and other activities that affect water quality and quantity (draining and flooding) of uplands, wetlands, and other surface waters, including isolated wetlands. Activities and uses of its state-owned submerged lands require additional, applicable proprietary authorizations, but these authorizations are issued or denied concurrently with the decision to issue or deny an individually-processed regulatory permit. Florida also has separate authority to regulate trimming and alteration of mangroves. As such, the scope of Florida's program extends beyond that of merely a "wetland" program or one limited only to regulation of dredging, filling, and discharges within wetlands or surface waters.

Florida's statewide regulatory Environmental Resource Permit (ERP) program is authorized under part IV of Chapter 373, F.S. It operates independently of the federal dredge and fill programs under Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. However, the ERP program does incorporate Florida's responsibilities for issuing, denying, or waiving water quality certifications under Section 401 of the Clean Water Act, which are provided to the U.S. Army Corps of Engineers (USACE) as part of the issued or denied ERP decision document for the USACE to issue or deny the separately required federal permit. It also integrates the responsibilities for providing a coastal zone consistency concurrence directly as part of the decision to issue or deny an ERP; which also is provided to the USACE. Only the USACE delineates wetlands in Florida using the federal methodology (1987 Corps Manual); all state, regional, and local agencies use the methodology adopted under Section 373.4211 of the Florida Statutes (F.S.), and Chapter 62-340.F.A.C., to delineate the landward extent of wetlands and other surface waters. The ERP program is implemented by the Florida Department of Environmental Protection (DEP), five regional water management districts (WMDs), and delegated local governments (currently limited to Broward County)[1]; the divisions of responsibilities of the agencies are described in Operating and Delegation Agreements incorporated by reference in Chapter 62-113 of the Florida of the Florida Administrative Code (F.A.C.). Many counties and some municipalities throughout Florida also implement separate, local programs covering such areas as stormwater quality and quantity, lake water quality, dredging and filling, trimming and alteration of mangroves, and other environmental activities. A detailed overview of the program is available at http://www.dep.state.fl.us/water/wetlands/docs/erp/overview.pdf. Additional information on the background and history of Florida's programs is contained in Appendix 1.

[1] Throughout the rest of this document, references to DEP and the WMDs will also constitute references to local governments delegated to implement the ERP program under section 373.441, F.S., as applicable.

Components of water quality standards in Florida include anti-degradation policies, specific water classifications, and specific narrative and numeric criteria. Florida does not presently have separate water quality standards for wetlands — the standards applicable to wetlands are the same as for other surface waters of the state, as defined in Section 403.031(13), F.S., and are contained in Rule 62-4.242, F.A.C., and Chapter 62-302, F.A.C. Florida's Integrated Water Resource Monitoring Network (IWRM) monitors and assesses chemical, physical and biological ground and surface water quality through a multi-tiered monitoring network. The Status and Trend Monitoring Programs assess water quality on a statewide and regional (tier I) scale. Basin- and stream-specific (tier II) monitoring for the Total Maximum Daily Load (TMDL) Program addresses impaired waters in individual basins and stream segments in order to develop and implement TMDLs for impaired waters that do not meet water quality standards. Site-specific (tier III) monitoring includes intensive surveys for TMDLs, monitoring to establish or revise water quality standards, monitoring to evaluate site-specific alternative criteria, and fifth-year inspections for wastewater facilities under the National Pollutant Discharge Elimination System Program (NPDES). These monitoring programs are also used to produce Florida's integrated 305(b) and 303(d) reports to US EPA. This monitoring network is primarily focused on fresh groundwaters and lentic and lotic surface waters. However, other water resources, including wetlands, are monitored when resources and management priorities make such efforts practicable. [Recent wetland monitoring efforts, future goals]

Florida directly or indirectly supports a number of voluntary wetland, waterbody and/or watershed stewardship programs. These include NRCS Wetlands Reserve Program, Lakewatch, Adopt-a-Watershed and others. The Florida Friendly Landscaping (FFL) program is grant supported with federal section 319 funds administered by the Department as well as state and local funds through several Water Management Districts, the University of Florida, and many local governments. In addition to the funded positions the FFL program relies heavily on the UF/IFAS extension volunteer Master Gardener Program to provide outreach to the state's residents about FFL practices to protect and restore waterbodies. The Florida Lakewatch program is another UF effort that has paid staff and an extensive volunteer component that provides valuable data and public education about the state's aquatic resources. More information on the Lakewatch program may be found at http://lakewatch.ifas.ufl.edu/. The Florida Sea Grant program is another partnership effort between the Florida Board of Education, National Oceanic and Atmospheric Administration, and the UF/IFAS Extension service. Sea Grant focuses on research, education and extension to promote a sustainable coastal economy and environment. There are also numerous local organizations such as the Choctawhatchee Basin Alliance (CBA), Bay Environmental Study Team (BEST), Friends of Lake Toho with varying levels of interaction and support from DEP and other state agencies.

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Overall Goal Statement and Time Frame

While Florida is one of the nation's leaders in wetland and surface water protection, more remains to be done. The state of the economy over the past few years has resulted in cutbacks in many state programs, and forced all of government to become smarter, more efficient, and more effective at promoting the prosperity of its citizens. Details of this wetland program plan are addressed with respect to the US EPA "Core Elements of an Effective State and Tribal Wetlands Program Framework." As such, it is by no means a comprehensive list of all the activities already underway within the program. Nor does it encompass all of the future developments and activities relating to wetlands regulation and protection being contemplated by the state. Instead it outlines major program development initiatives that Florida, in cooperation with other public and private entities, will *actively* pursue over the next four years (2013-2016) to improve its wetland program. Many of these initiatives reflect Florida's overall goals of maximizing efficiency, enhancing protection of valuable resources, and promoting consistency and transparency in the regulatory process. The actions that follow are ambitious; some may not be accomplished on time, and undoubtedly many new needs will be identified after this plan is finalized. Some of the specific objectives are contingent upon outside factors such as legislative action and the outcome of potential rulemaking challenges. Finally, we cannot predict what future circumstances may intervene that will affect these priorities. As such, this plan must be considered a living and constantly evolving document, but as currently drafted will guide Florida and EPA to prioritize the most critical components to further improve and enhance our wetlands and other surface waters.

In addition to the specific objectives listed within each core element, this plan also highlights additional ongoing and possible future initiatives and activities, which are beyond the scope of this plan. An appendix is included that provides additional details regarding the overall history and development Florida's existing wetlands, surface water, and submerged lands management programs.

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Core Elements and Schedules

1. Monitoring and Assessment

Overall Goals: Florida's monitoring and assessment goals are to provide statewide data and information on the important chemical, physical, and pertinent biological characteristics of wetlands in Florida. The information generated is to be the basis for reporting and advising relevant Departmental and other governmental agencies on the status and trends of Florida's water quality. Objectives to support these goals include strengthening monitoring and assessment of wetlands, incorporating monitoring data into decision making, and developing objective and scientifically defensible tools to assess wetland functions.

Objective 1.1: Develop a Florida Wetlands Integrity Dataset

Develop a multi-metric Florida Wetlands Integrity Dataset (FWID) that approximates the locations, extents, and condition of wetlands and other surface waters (WOSW) throughout Florida. FWID resolution will be scaled to account for the condition of individual WOSW bodies as well as cumulative ecological integrity at the level of the watershed and landscape. Project organization will follow a three-phased approach that moves from application of remote sensing data to a professional judgment based ecosystem model (Phase 1), to model calibration using field assessed reference sites (Phase 2), and then concluding with model refinement and scenario evaluation (Phase 3). Conceptual model development during Phase 1 and field assessment during Phase 2 will be based on Florida's established WOSW delineation procedures and the Florida Uniform Mitigation and Assessment Methodology (UMAM). In addition to model fine-tuning, Phase 3 will include ecological forecasting focused to projected changes in land use, climate, and regulatory policy. The FWID will be used to monitor wetland condition, anticipate ecological trends, guide project planning, and to identify opportunities for habitat restoration and enhancement. *Florida may be submitting a specific proposal under this objective for the 2013 Wetland Program Development Grant.*

Activity	2013	2014	2015	2016
1. Phase 1 – collection of remote sensing data; development of initial model	X	X		
2. Phase 2 – model calibration against reference sites		X	X	
3. Phase 3 – model refinement and application to regulatory and management decisions (e.g. identification of high-priority conservation, restoration and mitigation sites)			X	X

2. Regulation

Overall Goals: Florida's regulatory program goals are to avoid and minimize net loss in wetland and other surface water functions, to preserve wetland and other surface water functions, and to mitigate unavoidable and unauthorized losses by replacing lost and degraded functions through enhancement, restoration, creation, and preservation of healthy wetlands and other surface waters. Objectives supporting this goal are intended to promote efficient administration of regulatory efforts by streamlining regulatory processes and operating under consistent procedures; evaluate regulatory activities to ensure environmental results; ensure consistency throughout the Department and delegated programs; continue development of Florida's strong regulatory program by strengthening regulation, policies, and guidance documents.

Objective 2.1: Complete Rulemaking and Implementation of Statewide Environmental Resource Permitting (SWERP)

Currently, between DEP and Florida's five water management districts, at least five different versions of the ERP rules are in place statewide. In April 2012, Governor Rick Scott signed law directing DEP, in cooperation with the water management districts, to develop a statewide ERP (SWERP) rule (Chapter 62-330, F.A.C.). This extensive rulemaking effort is one of the Department's highest priorities, and has been underway for nearly a year. Reducing the number and complexity of the rules will make it easier for everyone to understand and apply what is expected of them during the ERP regulatory process, and will improve predictability and consistency in permitting decisions. The new statewide rules will rely primarily on the existing rules, but will reconcile regional differences. They will establish uniform environmental criteria, conditions for issuance of permits, and administrative procedures. They will not raise or lower environmental standards, or significantly change the existing stormwater treatment and attenuation criteria currently established within each of the water management districts (refer to Statewide Stormwater rulemaking, below). The new SWERP rules are nearing completion, and are expected to go into effect in the summer of 2013, contingent upon possible rule challenges. Implementation will require additional training for agency staff, as well as outreach and education for the regulated community and the general public.

Activity	2013	2014	2015	2016
1. Complete development of SWERP rules for adoption by DEP, WMDs, and delegated local programs; publish Notice of Proposed Rule and address potential rule challenges from outside parties;	X			
2. Implement rules; conduct staff training and public outreach	X	X		

Objective 2.2: Statewide Stormwater Rulemaking

Florida recognizes that nutrients and other pollutants in stormwater contribute to impairment of the state's ground and surface waters, including wetlands. As mentioned previously, SWERP rulemaking will not significantly change the existing stormwater design criteria that are currently established within each of Florida's five water management districts, as part of the larger ERP program. With the upcoming implementation of SWERP, as well as Florida's recently-developed numeric nutrient criteria, DEP anticipates that rulemaking will be necessary to update the state's stormwater treatment and attenuation requirements. This would most likely include technology and performance based rules for all types of development, including redevelopment and retrofits of existing systems. The statewide rules would include provisions for the use of differing treatment methods, technologies and best management practices to account for regional variation in climate, hydrology and geomorphology across the state. Like SWERP, statewide stormwater rulemaking would require legislative authority, and would most likely be performed primarily by DEP and implemented by the WMDs and delegated local programs without further rulemaking. Perhaps even more so than SWERP, this would be an enormous and time-consuming rulemaking effort that will affect many stakeholders, require extensive technical, legal and economic analysis, and will likely encounter challenges from outside interests.

Activity	2013	2014	2015	2016
1. Solicit legislative authorization to commence development of uniform statewide stormwater rules	X	X		
2. Establish workgroups and technical advisory committee; initiate rule development		X	X	
3. Complete development of rules for adoption by DEP, WMDs, and delegated local programs; publish Notice of Proposed Rule and address potential rule challenges from outside parties				X
4. Implement rules; conduct staff training and public outreach				X

Objective 2.3: Amendments to Florida's Uniform Mitigation Assessment Method (UMAM) Rules

Florida's Uniform Mitigation Assessment Method (UMAM) rules (Chapter 62-345, F.A.C.) establish methods to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and to award and deduct mitigation bank credits. The Department recognizes that existing UMAM rules are difficult to apply in certain circumstances, particularly to submerged, benthic habitats. It is also believed that rule improvements could be made that would improve the transparency and consistency of staff assessments for individual projects. Refinements may also improve the functional assessment and protection of particular categories of wetlands, such as short-hydroperiod wetlands or those that do not routinely inundate.

Activity	2013	2014	2015	2016
1. Identification priorities for UMAM rule amendments, based on assessment of ecological outcomes under existing rules, evaluation of other assessment methods, and engagement of stakeholder groups		X		
2. Establish workgroups and technical advisory committee; initiate rule development		X	X	
3. Complete development of rules for adoption by DEP, WMDs, and delegated local programs; publish rule notice and address potential rule challenges from outside parties			X	
4. Implement rules; conduct staff training and public outreach			X	

Objective 2.4: Development of a Professional Wetland Delineator Certification Program

In Florida, the delineation of wetlands and other surface waters by state and local governmental entities must be performed in accordance with the rules in Chapter 62-340, F.A.C. Those rules are also frequently used by permit applicants, private environmental consultants and others who interact with those state and local agencies. Proper application of these procedures requires considerable training, experience and scientific judgment, and the state's delineation experts often observe improper application of those rules. There is currently not a standardized, statewide program for the training and certification of the proper application of those rules. DEP believes that a professional wetland delineator certification program would promote the competent application of the existing delineation rules by applicants, consultants and agency staff. It is anticipated that this program would not preclude the application of Florida's delineation methods by those who do not possess the certification, but that it would establish administrative, procedural and/or economic incentives for those who do. Rulemaking would be needed to establish minimum qualifications, initial and recurring testing requirements, fees, and procedures for oversight, auditing, suspension and revocation of certifications. With this in mind, DEP's Division of Water Resource Management has recently restructured itself to facilitate the creation and stewardship of such a program. This rulemaking effort would require legislative authority, and would most likely be performed primarily by DEP, in coordination with the WMDs.

Activity	2013	2014	2015	2016
1. Solicit legislative authorization to commence development of a professional wetland delineator certification program;	X			
2. Develop rules; publish Notice of Proposed Rule and address potential rule challenges from outside parties	X	X		
3. Develop certification program; implement rule		X	X	
4. Monitor and assess program effectiveness			X	X

Objective 2.5: Expansion of Online Permit Application and Management Systems (e-Permitting)

Florida's DEP and five water management districts all use the same Joint Application Form for ERP permits, but each agency currently uses its own databases and other systems to receive, track and administer applications and permits. For the most part, these systems were developed organically and independently by each agency over time, with little regard to interaction or data exchange. They vary immensely in their underlying software, architecture, sophistication and basic functions. For example, DEP maintains separate systems to perform each of the following tasks:

- manage applications, and track project timeclocks and other events
- assist with compliance and enforcement of issued permits
- store and archive digital documents and facilitate their online viewing and retrieval
- receive and process online applications for a limited subset of simple authorizations (exemptions and general permits)

While those systems do interact with one another, they were developed at different times, using different technologies. Generally speaking, the systems used by the water management districts are more sophisticated than those used by DEP. Several of the districts have developed systems that allow for truly seamless online submittal and tracking of permit applications. Currently there is essentially no integration of systems between agencies. Florida recognizes the need to update its systems to provide a greater level of efficiency and customer service, and to reduce costs (incurred both by applicants and the agencies) associated with the production and handling of cumbersome "paper" applications. Furthermore, with the imminent implementation of unified Statewide ERP rules, Florida recognizes an ideal time to modernize these systems. DEP envisions that this will require development of a truly enterprise-based, centralized system architecture, as well as intensive and time-consuming work to integrate legacy data and systems across the agencies. Due to the enormity of this task, DEP may require legislative authorization and funding to spearhead these efforts. Some "interim" improvements will likely also be made, as DEP continues to expand its existing, limited capability to receive and process electronic notices and applications, and its ongoing transition to "paperless" processes. *Florida may be submitting a specific proposal under this objective for the 2013 Wetland Program Development Grant.*

Activity	2013	2014	2015	2016
1. Continue to expand online notice and application systems and paperless processing procedures	X	X		
2. Solicit legislative authorization and funding, if possible, to support development enterprise systems for statewide e-permitting	X			
3. Establish technical working groups to oversee cross-agency cooperation; establish desired system design and requirements, database architecture and project outcomes	X	X		

4. Develop scope of work; bidding and contractor selection	X		
5. System development, refinement and beta testing	X	X	
6. Complete integration of system and agency databases; go live		X	

Objective 2.6: Assumption of Greater Regulatory Authority Under S. 404 of the Clean Water Act

Florida remains committed to reducing duplicative regulatory processes by pursuing greater assumption of federal authority for environmental review of activities regulated under Section 404 of the Clean Water Act. Currently, such authority is limited to DEP-reviewed activities that qualify under Florida's State Programmatic General Permit (SPGP IV-R1). DEP recently reviewed the regulatory outcomes for 39 separate dredge and fill projects (i.e. projects requiring federal environmental review for activities within wetlands or other surface Waters of the United States) that were authorized under the Corps' SAJ-90 RGP, and their corresponding state ERPs (issued by the St. John's River and South Florida Water Management Districts). The preliminary findings of this investigation support Florida's position that the state's ERP program provides protections that are at least equal to those provided by the federal Section 404 program. These findings have been reviewed by the Jacksonville District Corps office, who has agreed to develop a mechanism for administration of SAJ-90 by SJRWMD. State assumption of the SAJ-90 RGP will provide an ideal opportunity to explore more substantial assumption efforts. The Jacksonville District office also has agreed to work with the WMDs to implement new Coordination Agreements that would allow the WMDs to implement the SPGP IV-R1. Hillsborough County's Environmental Protection Commission has also expressed interest in administration of the SPGP IV-R1. Florida looks forward to continued cooperation with the Corps to improve the regulatory environment for the businesses and residents of Florida.

Activity	2013	2014	2015	2016
1. Draft and execute new Coordination Agreements with Corps (SAJ) to allow WMDs to implement SPGP IV-R1	X	X		
2. Pending Corps' consultation with USFWS regarding SAJ-90, draft and execute new Coordination Agreements between Corps (SAJ) and SJRWMD; begin state implementation of SAJ-90	X	X		
3. Monitor and assess program effectiveness		X	X	X
4. Explore additional opportunities for assumption of S. 404 authority, with appropriate federal oversight	X	X	X	X

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Other Program Activities (Regulatory):

- Implement measures to streamline internal and external processes
- Develop mechanisms to implement watershed based permitting
- Work with the U.S. Army Corps of Engineers to streamline the Joint Application process, including updating the application form, developing tools to share applications, and improving communication and data transfer
- Develop more on-line tools in coordination with the Florida Fish and Wildlife Conservation Commission that can identify wildlife corridors and prioritized areas that can enhance and protect critical wildlife habitat
- Explore developing online tools that would assist applicants in determining whether there are wetlands on their property
- Continue to expand use of optical scanning equipment and operate digital processes for posting documents on-line
- Consolidate WMD & DEP databases of conservation easements
- Work with the Florida Fish and Wildlife Conservation Commission to integrate permit application reviews, including on-line tools to assist staff and the public in assessing impacts to manatees and other aquatic and wetland dependent listed species
- Evaluate differences between federal and state methodology for wetland delineations; determine impact of using federal guidelines on Florida residents
- Conduct more programmatic reviews of DEP, WMD, and delegated local government offices to review ERP procedures and products for consistency in processing and evaluations
- Develop incentives for local governments to develop and operate Regional Offsite Mitigation Areas (ROMAs) and provide assistance in the establishment of ROMAs in the early phases
- Identify lands vulnerable to development that are also critical to improving or maintaining water quality, water quantity, and wildlife habitat for potential purchase, conservation easements, mitigation banks, ROMAs, and other mitigation projects
- Use mitigation and watershed initiatives in concert to restore and enhance wetlands that have been hydrologically, physically, or chemically altered as part of enhancing groundwater recharge and spring flows

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3. Voluntary Restoration and Protection

Overall Goals: Florida's voluntary restoration and protection goals are to protect wetlands from degradation or destruction and to restore degraded wetlands to healthy condition to improve the important functions that wetlands provide, including the protection of ground and surface water quality, the prevention of flooding and storm damage, the prevention of pollution, and the protection of aquatic, shellfish and wildlife habitat. This plan does not include specific new initiatives under this core element, although Florida already conducts several ongoing initiatives and activities supporting these goals.

Other Program Activities (Voluntary Restoration and Protection):

- Expand and develop educational material for the public on wetland enhancement, restoration, and preservation opportunities
- Identify watersheds and work with local organizations to develop ways to voluntarily protect the watersheds
- Develop programs to foster public appreciation for wetland protection and to encourage a sense of ownership of wetland protection projects
- Continue to enhance and restore wetlands purchased under Florida Forever through the water management districts
- Continue to implement Surface Water Improvement and Management (SWIM) program plans to promote restoration of wetlands and other water bodies
- Continue development and implementation of Basin Management Action Plans and other TMDL action plans
- WMDs and the Department of Agriculture and Consumer Services continue to implement the USDA's Natural Resource Conservation Service (NRCS) Wetland Reserve Program in Florida to protect, restore, and enhance wetlands
- SWFWMD continues developing conservation plans for agricultural producers jointly with NRCS as part of their Agricultural Ground and Surface Water Management Program
- Study and evaluate linkage between upland water use and the hydrology of adjacent wetlands
- Yards and Neighborhoods & Lake Watch

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4. Water Quality Standards for Wetlands

Overall Goals: Florida's water quality goals are to improve the quality of Florida wetlands in accordance with the Clean Water Act as well as with Florida's water quality standards as authorized in Section 403.061, F.S., and adopted in Chapter 62-302, and Rule 62-4.242, F.A.C. Objectives supporting these goals are intended to ensure that wetlands meet all relevant water quality standards; develop modified water quality standards for certain parameters that are different in wetlands than other water bodies; assess the measures taken to improve water quality.

Objective 4.1: Continue Assessment of Natural Variability in Wetland Water Quality

[need to contact DEAR, etc, re: status]

Activity	2013	2014	2015	2016
1. Complete study to determine dissolved oxygen and nutrient parameters specific to wetlands in 69 sites across the state	X	X		
2. Investigate developing wetland-specific water quality standards for pH, turbidity, and other parameters appropriate to Florida wetlands		X	X	X

Other Program Activities (Water Quality Standards for Wetlands):

- Continue to develop quality assurance (continue to improve quality of data by training staff and auditing data)
- Assess the efficacy of filter marshes for water quality treatment

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Plan Authorization

The Department of Environmental Protection will periodically review this plan and evaluate its progress towards the listed goals and objectives.

I, _______, have reviewed and approved the Wetland Program Plan.

_____ _____

Jeff Littlejohn Date

Deputy Secretary for Regulatory Programs

Department of Environmental Protection

_____ _____

Name of Signee, EPA Date

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APPENDIX 1
HISTORY OF FLORIDA'S WETLAND AND SURFACE WATER MANAGEMENT PROGRAMS

Management of state-owned lands — The history of water resource management and protection in Florida dates back to Florida's statehood on March 3, 1845, at which time it received 500,000 acres of land from the federal government "for the benefit of internal improvements." Through the Swamp and Overflowed Lands Act of 1850, Florida received an additional 20 million acres of land. In 1855, the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) was created as an agency of the Florida government to hold title to these lands. The federal government also made other land grants to the State for varied purposes such as educational facilities, and the seat of government. In 1967 the Florida Legislature vested the Board of Trustees of the Internal Improvement Trust Fund (BOT) with title to and the responsibility to manage most of the lands owned by the various agencies, boards, and commissions of the state. These lands managed by the BOT are held in trust for the use and benefit of the people of the state of Florida. Although Florida's history of managing those lands went through periods when draining and development of the state's wetlands and submerged lands was encouraged, it has evolved through enactment and amendment of Chapter 253 of the Florida Statutes (F.S.) to now manage the state's state-owned submerged lands primarily for the maintenance of essentially natural conditions, propagation of fish and wildlife, and traditional recreations uses such as fishing, boating, and swimming; activities on these lands must not be contrary to the public interest, sales of such lands must be in the public interest, equitable compensation (such as through leases and easements) is required for activities that generate revenue, monies, or profit for the user or that limit or preempt general public use, and activities are limited to water dependent uses, with few exceptions. State Parks, Aquatic Preserves, and certain other managed lands are afforded special protection under Chapter 258 Chapter, F.S. Management of the above lands is done through the State's various "proprietary" statutes and rules. One of the most notable recent land management initiatives has been Florida's unique programs to purchase and preserve privately owned lands. Florida has had programs dedicated to the purchase and management of conservation and recreation lands since 1963, but the state began a much more aggressive conservation land acquisition program in 1991 with the Preservation 2000 program, followed by Florida Forever in 2001. Over the past 20 years, acquisition programs in Florida have resulted in the preservation and management of almost 2.5 million acres of land in both fee-simple and conservation easements.

Regulatory program (including activities on private and public lands) — It is estimated Florida lost approximately half of its original 20,000,000 acres of wetlands up through the early 1970's, largely as a result of drainage of the Everglades and other swamp and overflow lands beginning in the late 1880's, and rampant dredging, filling, and development of other state-owned submerged lands and privately-owned wetlands and other surface waters, including, throughout south Florida in particular, extensive finger-fill canal construction. Those losses, coupled with the nation's awakening interest in controlling water pollution (leading to amendments to the Federal Water Pollution Control Act in 1972), finally caused Florida to adopt regulatory programs to clean up waters and control dredging

and filling. The Florida Air and Water Pollution Control Commission was created in 1967 to develop programs to prevent, abate, and control of air and water pollution – prior to this, all state environmental regulation in Florida occurred under the State Board of Health and the State Board of Conservation. The responsibilities of that commission were transferred to the Department of Air and Water Pollution Control in 1969, which was renamed the Department of Pollution Control (DPC) in 1972. Also in 1972, through enactment of the Florida's Water Resource Act, Chapter 373, F.S., authority was established for the first time to conserve and manage Florida's water supply, including regulating land uses that affect surface and ground water quality and quantity (including preventing damage from flooding) through the Management and Storage of Surface Waters (MSSW) program, and the use and withdrawal of ground and surface waters (the Consumptive Use program). That Act also created the first of what eventually became five water management districts (WMDs) throughout Florida to implement its provisions (see http://www.dep.state.fl.us/secretary/dist/default.htm).

In 1975, the Florida Environmental Reorganization Act established the Department of Environmental Regulation (DER), which replaced DPC as the primary agency responsible for air, waste, and water quality management, and transferred some functions of the Board of Trustees to both DER and what was then Florida's agency responsible for managing state parks and recreation areas, the Department of Natural Resources (DNR, which became Florida's overall public land management agency). At that time the DER began requiring dredge and fill permits under Chapter 403, F.S., for work in waters and limited wetlands connected (by natural and artificial means) to bays, bayous, sounds, estuaries, lagoons, the Gulf of Mexico, the Atlantic Ocean, and most natural lakes greater than 10 acres in size; that permit included the issuance, denial, or waiver of water quality certifications under Section 401. In 1982, DER adopted specific rules regulating stormwater discharges (Chapter 62-25, F.A.C.) and in 1984 the extent of the wetlands regulated by the dredge and fill program was expanded (by the Warren S. Henderson Wetlands Protection Act) to include a much broader list of wetland indicator species than was being used up to that point. In 1986, the WMDs (not DER) were authorized to begin regulating impacts to isolated wetlands.

By 1988, a complex permitting program was in place, requiring some applicants to obtain eight or more authorizations to develop one project — MSSW and consumptive use permits from a WMD, a dredge and fill permit from DER, a submerged lands authorization from DNR, a local government permit, and separate USACE permits under Section 404 and Section 10 of the Rivers and Harbors Act, as applicable. Between 1988 and 1992, in an attempt to streamline the regulatory process, authority to regulate stormwater management systems under chapter 62-25, F.A.C., was transferred into chapter 373, F.S., such that stormwater permitting became a component of the MSSW permit under part IV of chapter 373, F.S. Effectively this resulted in the WMDs comprehensively regulating stormwater quality, stormwater quantity, and dredging and filling in isolated wetlands, as well as consumptive uses of water under chapter 373, while the DER continued to issue permits for dredge and fill in "connected" wetlands and stormwater discharge permits under chapter 62-25, F.A.C. However, this arrangement did not effectively reduce the number of permits that were required…it only consolidated within either DER or the respective WMD the ability to issue both any required dredge and fill, MSSW, and stormwater permits. Separate submerged lands authorizations still had to be obtained from DNR, and applicants still had to obtain separate federal and local permits.

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The Florida Environmental Reorganization Act of 1993 merged the DER and the DNR to create the Department of Environmental Protection (DEP). The merger resulted in linking dredge and fill permitting with state-owned submerged lands authorizations such that a regulatory permit under Chapter 403 could not be issued for an activity located on state-owned submerged lands if the activity could not also qualify for issuance of the Chapter 253 (and, as applicable Chapter 258), F.S., proprietary authorization. The 1993 Act also established authority under Part IV of Ch. 373, F.S., for DEP and the SRWMD, SJRWMD, SWFWMD, and SFWMD to adopt rules to implement a new environmental resource permit (ERP) program to consolidate dredge and fill and MSSW permitting (including stormwater quality, stormwater quantity, and isolated wetlands regulation). After challenges to the new rules were settled, the new ERP rules became effective on October 3, 1995, and the rules linking issuance or denial of an ERP permit with any required authorization to use state-owned submerged lands became effective on October 10, 1995. However, the ERP regulatory program was not authorized within the Northwest (Panhandle) region of Florida until section 373.4145, F.S., was amended in 2006 and then again in 2009.

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DEP Implements Second Phase of Protections for Northwest Florida Environment

--Implementation of the second phase of law creating Northwest Florida environmental program to reduce flooding, safeguard waterways and habitat goes into effect November 1 2010

TALLAHASSEE – The Florida Department of Environmental Protection (DEP) today announced that the second phase of expanded protection for water resources in Northwest Florida will go into effect November 1.

The Florida Legislature passed House Bill 7163 in 2006, creating an Environmental Resource Permitting (ERP) program in Northwest Florida. DEP and the Northwest Florida Water Management District (NWFWMD) have worked with area stakeholders since that time to put effective rules and practices in place. The first phase, limited to stormwater management systems, became effective October 1, 2007, and brought comprehensive flood protection and updated stormwater quality provisions to Northwest Florida for the first time.

November 1 inaugurates the second and final phase of the ERP program to protect isolated wetlands in Northwest Florida. Applicants will now be able to apply for one authorization from either DEP or the NWFWMD that covers both wetland and stormwater permitting requirements. ERP streamlining eliminates the need for the two separate stormwater and dredge and fill authorizations currently required.

The ERP program regulates activities that generate stormwater, alter surface water flows, and involve dredging in wetlands and other surface waters, including dredging navigation channels, clearing and filling wetlands, and construction and alteration of urban and residential development, highways, docks, and seawalls. Applications are sent to either the DEP or the NWFWMD in accordance with a division of responsibilities that are laid out in an Operating Agreement. Under that Agreement, DEP will handle, among other things, individual single-family activities requiring dredging and filling in wetlands or other surface waters, commercial, or governmental development involving five acres or more of dredging or filling in, on, or over wetlands or other surface waters, and most activities in open waters, such as construction of docks, marinas, and all activities on state owned submerged lands.

“This is a tremendous advance in preserving Northwest Florida’s wetlands, which store water and provide essential habitat for birds and other wildlife,” said DEP Secretary Mimi Drew. “Bringing Northwest Florida up to date in ERP affords the same level of water resource protection that’s been

available in the rest of Florida for more than 15 years."

The ERP program regulates activities that generate stormwater, alter surface water flows, and involve dredging and filling in wetlands and other surface waters, and addresses urban and residential development activities, highways, docks, and seawalls. The program includes a strong mitigation component to offset unavoidable impacts. Protecting isolated wetlands in Northwest Florida will allow DEP to work with the U.S. Army Corps of Engineers to allow Florida's permit to serve as the federal authorization for some activities. This State Programmatic General Permit has been in place in the rest of the state and can now be expanded to Northwest Florida.

"The Northwest Florida Water Management District is here to help the public, not just regulate it," added Julian Gotreaux, Director of the District's Environmental Regulations Section. "We routinely balance the needs of the regulated community and the health and safety of people and the environment. We are educators in the field. It's our goal to help individuals identify when they need a permit and thereby avoid any compliance or enforcement issues."

DEP recently launched a new online business portal which hosts the agency's public access tools in one convenient location. Many licenses, permits, reservations and subscription services can now be easily navigated from the portal, including various ERP authorizations from DEP. The business portal also allows users to sign up for agency publications and permit notifications, follow contaminated site cleanup, and make campsite reservations at Florida's 160 state parks. To view the business portal, visit www.fldepportal.com.

The NWFWMD is also in the process of developing online ERP authorizations that will complement those on the DEP business portal.

The Florida Senate

Interim Report 2011-117 *October 2010*

Committee on Environmental Preservation and Conservation

SELF CERTIFICATION AND ENVIRONMENTAL PERMITTING REQUIREMENTS

Issue Description

During the past two regular legislative sessions, proposals have been put forward that would allow certain licensed professions to self certify that certain activities impacting wetlands meet the permitting requirements necessary to receive an Environmental Resource Permit under chapter 373, Florida Statutes. Though the proposals have not been adopted, they represent additional measures under consideration to streamline the environmental permitting process. The most recent streamlining effort is the passage of legislation that modified delegation of permit decision making by the water management districts and established a specific method for local governments to seek authority to issue state permits.

Background

Wetland Resources in Florida

Florida has a complex and diverse landmass encompassing two distinct climate zones. The subtropical zone, often called the temperate zone, covers most of the peninsula. The tropical zone extends from south of Lake Okeechobee to the Florida Keys.[1] This leads to a great diversity of environments and plant and animal life. Florida is characterized by its water: surface, ground and precipitation. The state receives an average of over 54 inches of rainfall a year.[2] 2009 was no exception with most areas receiving near average levels. Florida also has 7,700 lakes, 50,000 miles of rivers and streams and over 700 springs, including the greatest concentration of first magnitude springs in the world.[3]

One of Florida's other key characteristics is its vast wetlands, including the Everglades, that cover the land. Wetlands are defined as being neither dry nor covered by open water but continually influenced by water. At times, wetlands may be dry for months or even years, or they may be covered with water the majority of the time only drying out for short periods.[4] They can be difficult to identify and delineate due to their varying nature.

History of Wetland Regulation in Florida

In the past, Floridians viewed wetlands as an impediment to development. They were considered worthless swamp that needed to be drained, filled and put to productive use. One of the main efforts in Florida to drain the swamps was the Central and Southern Florida Project's authorization in 1948.[5] The purpose of the project was to drain and manage seasonal flooding in the Everglades. Nationwide wholesale destruction of wetlands remained relatively unregulated until passage of the federal Clean Water Act (CWA) in 1972.[6] Florida's regulatory

[1] National Oceanic and Atmospheric Administration, *National Weather Service: JetStream - Online School for Weather*, http://www.srh.noaa.gov/jetstream/global/climate.htm (last visited Sep. 29, 2010).
[2] Department of Environmental Protection (DEP), *Florida Drought Conditions*, http://www.dep.state.fl.us/Drought/faq.htm#01 (last visited Sept. 29, 2010).
[3] Thomas M. Scott, et al., *Bulletin NO. 66, Springs of Florida* (2004), *available at* http://publicfiles.dep.state.fl.us/FGS/WEB/springs/introduction_and_acknowledgements.pdf (last visited Sept. 29, 2010).
[4] DEP, *Florida State of the Environment – Wetlands: A Guide to Living with Florida's Wetlands*, *available at* http://www.dep.state.fl.us/water/wetlands/docs/erp/fsewet.pdf (last visited Sep. 13, 2010).
[5] South Florida Water Management District, *Comprehensive Everglades Restoration Plan, Everglades: A Brief History*, http://www.evergladesplan.org/about/learn_everglades.aspx (last visited Sep. 14, 2010).
[6] U.S. Environmental Protection Agency (EPA), *Watershed Academy Web, Introduction to the Clean Water Act*, http://www.epa.gov/owow/watershed/wacademy/acad2000/cwa/ (last visited Sep 28, 2010).

framework consisted of the Wetlands Resource Permit (WRP) program, the Management and Storage of Surface Waters (MSSW) permit program and the Sovereign Submerged Lands program.[7]

The WRP program regulated dredging, filling and construction activities in, on or over waters of the state. It was originally authorized pursuant to the Warren S. Henderson Wetlands Protection Act in 1984, found in ss. 403.91 - 403.929, F.S.[8] Waters of the state included natural and artificial water bodies and contiguous wetlands to such water bodies but excluded isolated wetlands. The only impacts to isolated wetlands covered by the WRP program were those that affected endangered or threatened species related or tied to regulated wetlands impacts. The WRP program was further limited by excluding water quantity as part of the permit review process. Only water quality, fish and wildlife habit and other public interest factors were within its purview.[9]

The Northwest Florida Water Management District is the only water management district (WMD) remaining in Florida that still administers parts of the WRP program. On October 1, 2007, Phase I of the Environmental Resource Permit (ERP) program became effective in the Northwest Florida district. This phase focuses on activities that have the potential to generate stormwater runoff and looks at regulating the quality of runoff for all activities, and the quantity for those activities that exceed specific parameters.[10] Rule 62-346, F.A.C., for Phase 2 is in final development and scheduled for adoption and implementation on November 1, 2010. This phase adds environmental criteria, including regulation of dredging and filling in, on, or over connected and isolated wetlands and other surface waters to the Phase 1 rules governing stormwater management systems.[11] Adoption of this rule will complete the transition to the ERP program in this district.

The MSSW program was administered by the WMDs. The program regulated work on stormwater treatment systems, water attenuation systems, dams, impoundments, reservoirs, and other works, including agricultural and forestry-related activities. It was broader than the WRP program and covered water quality, water quantity and other environmental criteria for activities in uplands and wetlands, including isolated wetlands.

The Sovereign Submerged Lands program is still in operation today and is administered jointly with the ERP program and the Northwest Florida district's remaining WRP program. Sovereign submerged lands are owned by the state and held in Trust for its citizens.[12] Activities affecting those lands require permission from the state, which is called proprietary authorization.[13] Sovereign submerged land leases and easements are the most common form of authorization.

Current Wetland Regulation in Florida

Florida, through the Department of Environmental Protection (DEP, department) and the WMDs implements a state permitting process that is independent and in addition to the federal regulatory permitting programs. Wetland permits are handled either under part IV of chapter 373, F.S., the ERP program, or the WRP program, for those activities that occur in the Northwest Florida WMD until adoption and implementation of Phase 2.

Wetlands are defined by statute and administrative rule in Florida.

> [Wetlands are] areas that are inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a

[7] *Supra* note 4, at 7.
[8] DEP, *Environmental Resource Permitting (ERP) and Sovereign Submerged Lands (SSL) Rules*, http://www.dep.state.fl.us/water/wetlands/erp/wetperm.htm (last visited Sep. 23, 2010).
[9] *Supra* note 4, at 7.
[10] Northwest Florida Water Management District, *Environmental Resource Permits*, http://www.nwfwmd.state.fl.us/permits/permits-ERP.html (last visited Sep. 14, 2010).
[11] DEP, *Draft Rule Amendments of the ERP Program in the Northwest District*, http://www.dep.state.fl.us/water/wetlands/erp/rules/draft_nw.htm (last visited Sep. 28, 2010).
[12] Sovereign submerged lands are those lands that lie waterward of the ordinary high water line (fresh water) or mean high water line (tidal waters) beneath navigable waters. The state submerged land boundary extends three nautical miles (3.45 miles) into the Atlantic Ocean and three marine leagues (10.36 miles) into the Gulf of Mexico.
[13] *Supra* note 4, at 8.

> prevalence of vegetation typically adapted for life in saturated soils…Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. *Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto* [emphasis added].[14]

However, the federal government, through the United States Army Corps of Engineers (Corps), developed a definition for wetlands in 1977 that differs from Florida's definition. The Corps uses its definition to apply the permit program of Section 404 of the CWA.[15] The definition reads, in part:

> [Wetlands are] areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.[16]

While defining wetlands can be complex, delineation of wetlands is a greater challenge. Rule 62-340.300, F.A.C., governs wetlands delineation in Florida. However, any changes to the methodology in this section do not become effective until Legislative ratification.[17] The section reads, in part:

> The landward extent (i.e., the boundary) of wetlands as defined in subsection 62-340.200(19), F.A.C., shall be determined by applying reasonable scientific judgment to evaluate the dominance of plant species, soils, and other hydrologic evidence of regular and periodic inundation and saturation as set forth below. In applying reasonable scientific judgment, all reliable information shall be evaluated in determining whether the area is a wetland as defined in subsection 62-340.200(19), F.A.C.

Trained professionals can identify and delineate wetlands from uplands by looking for unique traits found only in wetlands. Certain plants and plant adaptations, surface and subsurface soil characteristics and physical markings in the environment, such as water staining, are all indicators of wetlands.[18] The methodology and vegetation list outlined in rule 62-340.300, F.A.C., is used by all state and local government entities in Florida.[19] The federal government uses a different methodology and vegetation list for wetland delineation that may lead to significant deviations from state delineations.[20] Florida has identified slash pine (*pinus elliottii*) and gallberry (*ilex glabra*) as upland plant species, while the federal criteria considers them to be generally indicative of wetlands.[21] In 2006, the Florida Environmental Regulations Commission amended Florida's delineation criteria to consider both species as facultative or "invisible" when assessing vegetation, but the Legislature has yet to ratify the rule change.[22] A facultative species is not indicative of either wetland or upland and is not considered in the delineation methodology. Even if the Legislature were to ratify the amendment to the rule, the federal and state delineation methodologies would still be different. However, the real-world application of aligning the two methodologies would likely result in virtually identical delineations in nearly all cases.

Currently, for wetland activities that require both state and federal permits, the state and the Corps must delineate the wetland boundaries by their separate methods using their respective vegetative indices. Even though the

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[14] Fla. Stat. § 373.019(17) (2010) and Fla. Admin Code R. 62-340.200(19).
[15] 33 U.S.C. § 1344 (2010).
[16] EPA, *Wetland Regulatory Authority* (2004), *available at* http://water.epa.gov/grants_funding/wetlands/upload/2004_4_3-_wetlands_reg_authority_pr.pdf (last visited Sep. 14, 2010).
[17] Fla. Stat. § 373.421(1) (2010), and Fla. Stat. § 373.4211(26) (2010).
[18] *Supra* note 4, at 2.
[19] Rule 62-340, F.A.C., was ratified by the Florida legislature in 1994 as s. 373.4211, F.S., to ensure all statewide agencies could use this method.
[20] DEP, *Summary of the Wetland and Other Surface Water Regulatory and Proprietary Programs in Florida* (2007), *available at* http://www.dep.state.fl.us/water/wetlands/docs/erp/overview.pdf (last visited Sep. 13, 2010).
[21] US Army Corps of Engineers, *National Wetland Plant List* (1996), *available at* http://www.usace.army.mil/CECW/Documents/cecwo/reg/plants/national.pdf (last visited Sep 28, 2010).
[22] This amendment was adopted on Feb. 23, 2006.

vegetative indices are different, in practice, most federal and state wetland delineations are similar to each other. Although, as stated above, there are isolated cases where large variations occur.[23] Since Florida's permit must be issued prior to the federal permit, and Florida's wetlands criteria are less inclusive than the federal criteria, the federal permit may be approved with additional permit conditions if the delineations differ significantly. However, under this scenario, the project will likely impact additional federal wetlands that require mitigation.

Wetland Mitigation in Florida

Section 373.414(18), F.S., directed the department and the WMDs, in cooperation with local governments and the relevant federal agencies, to develop a state-wide method to assess wetlands and determine the amount of mitigation required for regulatory permits. The Uniform Wetland Assessment Method (UMAM) rule went into effect on February 2, 2004.[24] The department was the only agency required to adopt the method by rule; however, it is now the sole means that all state and local government entities use to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters. It is also used to determine mitigation bank credits awarded and debited.[25]

Although UMAM is used by all state and local agencies, the state cannot require the Corps to use it. Nonetheless, the Corps' Jacksonville office conducted a study of UMAM and recommended that it be used for federal wetland regulatory purposes starting August 1, 2005. The Corps continues to use its time lag table rather than the state's time lag table for assessment purposes.[26] The time lag associated with mitigation means the period of time between when the wetland functions are lost at an impact site and when the mitigation site has achieved the outcome that was scored as part of the UMAM process.[27]

State Regulation in Peninsular Florida

In the jurisdiction encompassing all WMDs except for the Northwest Florida district, Florida's wetland program is regulated by the ERP program. It regulates virtually all alterations to the landscape, including all tidal and freshwater wetlands and other surface waters (including isolated wetlands also subject to Corps jurisdiction) and uplands. The ERP program regulates dredging and filling in wetlands and other surface waters, stormwater runoff quality and quantity, including runoff resulting from alterations of uplands, and direct, secondary and cumulative impacts.[28] The program regulates everything from construction of residential and commercial buildings in wetlands and uplands, dredging and filling in both wetlands and other surface waters (including maintenance dredging), construction of roads, and agricultural alterations that impede or divert the flow of surface waters.

Department issuance of an ERP also constitutes a water quality certification or waiver of such under section 401 of the CWA.[29] In addition, issuance of an ERP in coastal counties constitutes a finding of consistency under the Florida Coastal Zone Management Program under Section 307 of the federal Coastal Zone Management Act.[30] The ERP program is implemented jointly by the department and the four WMDs, in accordance with an operating agreement that identifies the respective division of responsibilities.[31]

In addition to meeting the permit conditions, all projects and activities must also meet the public interest balancing test.[32] The test is based on weighing the following criteria:[33]

- Whether the regulated activity will adversely affect public health, safety, or welfare, or the property of others;[34]

[23] *Supra* note 20, at 5.
[24] Fla. Admin Code R. 62-345.
[25] DEP, *Mitigation and Mitigation Banking*, http://www.dep.state.fl.us/water/wetlands/mitigation/umam.htm (last visited Sep. 28, 2010).
[26] *Id*.
[27] Fla. Admin Code R. 62-345.600(1).
[28] *Supra* note 20, at 8.
[29] 33 U.S.C. § 1341 (2010).
[30] 16 U.S.C. § 1456 (2010).
[31] *Supra* note 20, at 1.
[32] Fla. Stat. § 373.414(1)(a) (2010).
[33] *Supra* note 20, at 8.

- Whether the regulated activity will adversely affect the conservation of fish and wildlife, including endangered and threatened species, or their habitats;
- Whether the regulated activity will adversely affect navigation or the flow of water, or will cause harmful erosion or shoaling;
- Whether the regulated activity will adversely affect fishing or recreational values or marine productivity in the vicinity of the activity;
- Whether the regulated activity will be of a temporary or permanent nature;
- Whether the regulated activity will adversely affect or will enhance significant historical and archaeological resources under the provisions of s. 267.061, F.S.; and
- The current condition and relative value of the functions being performed by areas affected by the proposed regulated activity.

State Regulation in the Northwest Florida Water Management District

In the Northwest Florida WMD only, the DEP and the WMD jointly administer the WRP program to regulate stormwater management systems. As stated earlier, the remaining components of the comprehensive Northwest ERP program, including regulation of isolated wetlands, are scheduled for adoption and implementation on November 1, 2010. Until the rules authorized under s. 373.4145(1)(b), F.S., become effective, the WRP program remains in effect. This program regulates dredging and filling in all tidal and freshwater wetlands and other surface waters that are connected (by one or more natural or artificial waters) to other bays, bayous, streams, rivers, lakes, estuaries, or the Gulf of Mexico. It does not regulate dredging or filling in isolated wetlands. Issuance of a wetland resource permit also constitutes a water quality certification or waiver thereto under section 401 of the CWA,[35] and a finding of consistency under the Florida Coastal Zone Management Program.[36] The regulated activity is also subject to the same public interest balancing test under the ERP program.[37]

Federal Permitting in Florida

For activities occurring in "waters of the United States" in Florida, including wetlands, the EPA and the Corps require compliance with and regulate activities under the authority of the Section 404 of the CWA.[38] Wetlands are also regulated under Section 10 of the federal Rivers and Harbors Act of 1899,[39] although the focus of this legislation is primarily maintaining navigable waters.[40] When a dredge and fill permit is required in addition to permits required by the state, it is issued independently from the DEP permit or the WMD permit and is reviewed by the Corps. However, the Corps' issuance of the permit is dependent on the applicant first receiving state water quality certification or waiver through the ERP or WRP programs under section 401 of the CWA. If the permitted activity is in a coastal county, the application must also have received a finding of consistency with the Florida Coastal Zone Management Program.[41]

In addition to permits issued under the CWA and the federal Rivers and Harbors Act, the Corps also administers the National Pollution Discharge Elimination System (NPDES) permit program. The Corps has delegated the authority to Florida to implement this program for stormwater systems, including municipal systems, certain industrial activities and construction activities. The WMDs do not have delegated authorization from the EPA to implement this program. The EPA has determined that the separate WMDs do not constitute a central state authority, and therefore, they do not have the state-wide consistency required for federal delegation of the NPDES permit program.

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[34] This part of the test considers only environmental factors, not economic or social factors.
[35] 33. U.S.C. § 1341 (2010).
[36] *Supra* note 20, at 1.
[37] *Supra* note 20, at 8.
[38] 33 U.S.C. §§ 1251-1387 (2010).
[39] 33 U.S.C. § 403 (2010).
[40] DEP, *Consolidation of State and Federal Wetland Permitting Programs, Implementation of House Bill 759 (Chapter 2005-273, Laws of Florida)* (2005).
[41] *Supra* note 20, at 2.

The Corps has also delegated to Florida the authority to issue federal dredge and fill permits under Section 404 of the CWA for certain activities. These are known as State Programmatic General Permits (SPGPs). Under this delegated authority, the department may issue state authorization for limited state exemptions and noticed general permits for shoreline stabilization, docks, boat ramps, and maintenance dredging that constitute federal authorization. Such authorization may be subject to additional specific federal conditions, however.[42] Permit applications are issued color codes. "Green" applications are those that meet all conditions of the SPGP and are processed as meeting the federal dredge and fill permit conditions as well. "Yellow" applications do not meet the federal conditions and are either returned to the state for additional processing with or without additional federal conditions or are retained by the Corps for processing.[43] The DEP has expressed interest in expanding the SPGP program for activity-specific categories, subject to acreage limitations. In addition to a closer alignment of state and federal wetland delineation methods, changes to statutes or rules must be made to address federal coordination and consultation requirements for threatened and endangered species.

State Delegation of Environmental Resource Permits to Local Governments

Local governments are entitled to request delegation authority from the DEP for a variety of programs, with the DEP's authority to approve those delegations based on Florida law. With respect to programs related to section 404 of the CWA, both wastewater and ERP programs may be delegated to local governments, but delegation is permissive, not mandated. The various delegations are periodically updated in rule 62-113, F.A.C.[44] Currently, only Broward County has a received an ERP program delegation, but the DEP is processing requests by Miami-Dade and Hillsborough Counties. In general, delegations are requested by larger local governments that have the resources to implement and oversee these complex permitting programs.

Self-Certification of Single-Family Dock Permitting in Florida

Self-certification of permit requirements is the process of the permitting agency allowing "applicants" to manage their own compliance for a given regulated activity. The regulating agency sets up the specific requirements of the permit, and if followed, "applicants" do not apply for permits in the traditional sense. They simply undertake the regulated activity and "self-certify" that they have complied with all conditions of the permit. The permitting of certain single-family docks in Florida is a bona fide self-certification program, although it is not available for single-family dock construction in all situations. The following conditions apply to the self-certification program for single-family docks:[45]

- The dock being constructed is the only dock on the parcel and is less than 500 square feet, or 160 square feet if located in an aquatic preserve.
- The dock will be constructed on or held in place by pilings.
- The process may only be used once per any individual single-family parcel of land as identified on the applicable county tax roles.
- No dredging is authorized by this process, other than that necessary to install pilings.
- The dock must not substantially impede the flow of water, cause water pollution or create a navigational hazard.
- The dock is used for recreational, noncommercial use.
- The process is applicable only where ownership of the upland property extends to the mean high or ordinary high water line.

The self-certification process cannot be used in the following situations:[46]

- Repairing or replacing an existing dock.
- When the dock will be within the Biscayne Bay, Lake Jackson, Boca Ciega Bay, Pinellas County Aquatic Preserves, or on Lake Talquin.

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[42] *Supra* note 20, at 12.
[43] *Id*.
[44] DEP, *Delegations*, *available at* http://www.dep.state.fl.us/legal/Rules/shared/62-113/62-113.pdf (last visited Sep. 29, 2010).
[45] DEP, *Self-Certification for Single-Family Docks*, http://appprod.dep.state.fl.us/erppa/erpsc.asp (last visited Sep. 14, 2010).
[46] *Id*.

- Construction of a dock in the Florida Keys.
- Construction of a dock on lands under the jurisdiction or management of the DEP Division of Recreation and Parks.
- When the dock will be located in a manatee "No Entry Zone" or "Motorboat Prohibited Zone" as specified in chapter 68C-22, F.A.C.
- Construction of a dock on an unbridged, undeveloped coastal island, an undeveloped coastal island segment, or undeveloped coastal barrier islands.
- When the dock will be located in an area where a conservation easement or restrictive covenant of record prohibits the activity.

Floating vessel platforms and floating boat lifts are not authorized by the self-certification program, but may qualify for other exemptions or other general permits.[47] In addition, piers are not authorized under this program.[48] If the dock does not qualify for self-certification, the applicant will have to go through the regular permitting process. The self-certification also includes a Corps authorization component. If the applicant's dock is qualified, this process will provide a written confirmation so that no further contact with the DEP is necessary. However, other authorization may be required from the applicant's local government or WMD.[49] If docks are found to be noncompliant with the requirements of the program, the DEP has the authority to require remediation, including removing those portions of the dock that are out of compliance.

The department's Division of Water Resource Management's Office of Submerged Lands & Environmental Resources (OSLER) tracks self-certification of single-family docks. From August 2005 to December 2009, 2,177 single-family dock self-certifications were issued. In contrast, 8,339 paper exemptions were issued during the same time period and tracked in the department's Permit Application (PA) tracking system. However, the PA system combines several dock related activities (single-family docks, dock repairs, boat lifts, boat ramps, etc.) into one category. Therefore, the current system cannot be used to adequately compare the number of self-certifications with similar paper authorizations. The OSLER is working on subcategories, coding and other methods to better track paper submissions in order to make relevant comparisons between the two permitting methods.[50]

Noncompliance with self-certification permit conditions is an issue. A total of 1,631 self-certifications were issued from August 2005 through December 2008. Of those, 388 were inspected by department staff for compliance with self-certification conditions. 262 sites had standing docks at the time of the inspection, while 126 did not. 73 (28%) of the constructed docks were built out of compliance with the self-certification authorization or did not qualify for self-certification. Of those, 45 were noncompliant with the self-certification conditions and any possible exemptions and would have needed a permit to be built. The other 28 did not qualify for the self-certification but would have likely qualified for other exemptions. The most common compliance issue was constructing a dock that was larger than allowed. The most common reasons for not qualifying for self-certification were installation of boat lifts and repairing or replacing docks. These are exempt activities but not currently covered by the self-certification program.[51] Unfortunately, a statistical analysis of noncompliance rates for the self-certification and paper permits methods cannot be performed, so it is unknown whether noncompliance issues are a function of the self-certification program or simply with construction of docks and related activities in general.

Self-Certification Programs in Other States

While many states claim to have self-certification or "e-permitting," only three, including Florida, actually have environmental self-certification permitting programs. Hawaii and Indiana have "hybrid" programs that streamline

[47] Fla. Stat. § 403.813(1)(s) (2010); Fla. Admin Code Rs. 62-312.823 and 62-341.42.
[48] *Supra* note 45.
[49] *Id*.
[50] E-mail from Cameron Cooper, Director of Legislative Affairs, DEP, to author (Sept. 29, 2010, 13:26 EDT) (on file with author).
[51] *Id*.

the review process for certain online permits. Many states provide downloadable online applications and online submittal of completed applications, forms and associated documentation.

New Hampshire

New Hampshire's Department of Environmental Services (DES) has one of the few self-certification programs in the country. The Small Quantity Generator (SQG) Self-Certification program requires SQGs in New Hampshire to review their hazardous waste management procedures, conduct a self-inspection of their facilities and certify compliance to DES every three years. SQGs that are not in compliance must develop a Corrective Action Plan, specifying how they plan to come into compliance within 90 days from the date the declaration is due. There are approximately 2,500 SQGs in New Hampshire. DES does not have the ability to inspect each one, and approximately one-third of all hazardous waste sites in New Hampshire are the result of mismanaged waste generated by SQGs. The program focuses on education and outreach to ensure compliance with the self-certification permit conditions.[52]

Texas

Like Florida and New Hampshire, Texas is the only other state with a self-certification program. The Texas Commission on Environmental Quality (Commission) administers a self-certification program for underground storage tanks (USTs). The program is an annual requirement for USTs containing motor fuel. The owner or operator must certify that the UST system is in compliance with technical standards and requirements for registration and financial assurance, and that all fees due to the Commission are paid. A current certificate of insurance (or other proof of financial assurance) must be submitted at the time of self-certification. Once the form is processed, the Commission will issue the owner or operator a fuel delivery certificate authorizing delivery of fuel. Receiving fuel without a current, valid fuel delivery certificate may result in fines and penalties. An important part of the self-certification process involves identifying each tank and affixing a permanent label on it to allow a physical match of the UST with the one listed on the self-certification form.[53]

Hawaii

The Hawaii Department of Health created an e-file system for its individual wastewater (IWS) permit, which includes septic tanks, cesspools and aerobic treatment units. The application is web-based and fees can be paid online using a credit card or e-check. A professional engineer, registered in Hawaii, is required to complete the application. The permit is subject to review prior to approval, and is therefore not a self-certifying permit.[54] However, the IWS website is the first e-permitting system the Department of Health has implemented and is the first step towards expanding online permitting in Hawaii.

Indiana

The Indiana Department of Environmental Management (IDEM) operates the Electronic Permitting/Regulatory Services Portal. The portal is designed to make it easier for customers to electronically submit notifications, applications and data directly to IDEM's database system. The goal is to eliminate potential data entry errors and increase efficiency. Currently, the portal has two environmental permitting services available: 401 Water Quality Certification and Rule 6 Storm Water Discharges certifications and exemptions. However, both services require a review before approval.[55]

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[52] New Hampshire Department of Environmental Services, *Overview: Hazardous Waste Small Quantity Generator Self-Certification Program*, http://des.nh.gov/organization/divisions/waste/hwcb/hwcs/sqgcp/categories/overview.htm (last visited Sep. 27, 2010).

[53] TCEQ Regulatory Guidance, *Petroleum Storage Tank Registration and Self-Certification – TCEQ publication RG-475d* (2009), *available at* http://www.tceq.state.tx.us/comm_exec/forms_pubs/pubs/rg/rg-475d.html/at_download/file (last visited Sep. 27, 2010).

[54] Hawaiian Department of Health, *Wastewater Branch – IWS Filing*, http://wastewater.ehawaii.gov/wastewater/app/welcome.html (last visited Sep. 27, 2010).

[55] Indiana Department of Environmental Management, *myDEM – Electronic Permitting/Regulatory Services Portal*, http://www.ai.org/idem/5964.htm (last visited Sep. 27, 2010).

State and Federal Wetland Delineation Certification Programs

The Corps began a pilot wetland delineator certification program in 1993 in three districts: Baltimore, Maryland; Jacksonville, Florida; and Seattle, Washington.[56] Several Corps districts had informal programs that accepted and expedited wetland delineations from qualified contractors and consultants. The pilot project was an attempt to formalize the process and expedite wetland delineations from certified delineators. Delineations from uncertified contractors and consultants would be processed normally.[57] The pilot program certified wetland delineators after they passed a two-part exam based on the 1987 Corps of Engineers Wetland Delineation Manual. The test was created and administered by the Corps and adjusted for regional variations. The first part was a written test, the second was a field practicum. In all, the Corps provisionally certified 350 individuals who passed both parts.[58] However, the pilot program did not advance past the initial stages and is no longer operational.

There are four states who certify wetland delineators, Minnesota, New Hampshire, Virginia and Wisconsin, as well as a certificate program issued by the Society of Wetland Scientists. Of the four state programs, Virginia's is the oldest and most established, whereas Minnesota's is the newest. Wisconsin's program is still in the pilot phase. Generally, these certification programs address the states' need for accurate wetland delineations in order to streamline the permitting process, reduce permit application review backlogs and free up limited state resources.[59]

Findings and/or Conclusions

Only five states have any semblance of self-certification permitting programs, Florida, Hawaii, Indiana, New Hampshire and Texas; however, nearly all states have applications available online for download for some of their permits. A smaller number allows applicants to submit permits for review online, and an even smaller number have web-based applications that applicants can fill out and submit electronically. All states except Florida, New Hampshire and Texas require a review of applications prior to issuing permits, certifications or exemptions. The DEP maintains one of the most advanced, user-friendly websites of all the states.

Expansion of the state programmatic general permit could yield significant streamlining for permit applicants for activities regulated by both the state and federal governments. There are multiple amendments to statutes and rules that must occur in order to effect this change. In addition, the Corps and its coordinating agencies would have to support an expansion, negotiate the conditions of, and issue the state programmatic general permit to Florida.

A further impediment to streamlining the interaction between state and federal permitting and expansion of the SPGP program is the difference in wetland delineation between the federal and state methods. Slash pine and gallberry are the two species primarily responsible for the differences. The Florida Environmental Regulations Commission amended the rule in 2006. Legislative ratification is required for the amended rule to become effective. Additional amendments to the rule may be required to further align the two delineation methodologies.

The lack of certification for professionals responsible for state wetland delineations requires significant duplication of effort by the regulatory agencies in Florida to review them. Once a private party delineates a wetland boundary for the permit process, the department or the WMDs must then review the delineation and approve it or find it deficient. A certification for such professionals, with associated penalties for misconduct, could streamline this aspect of permit reviews. There is also the potential for cost savings to the department and WMDs in implementing such a program.

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[56] Department of Defense, Department of the Army Corps of Engineers, *Wetland Delineator Certification Program*, *Notice of Proposed Rule Making* (1995), *available at* http://www.wetlands.com/coe/coewdcp1.htm (last visited Sep. 14, 2010).
[57] *Id*.
[58] *Id*.
[59] Stetson, Leah, *State Wetland Delineator Certification Programs* (2007), Wetland News, June-July 2007, *available at* http://www.aswm.org/swp/certification/certification0607.pdf (last visited Sep 28, 2010).

Department staff has found a significant number of docks certified under its single-family dock self-certification program to be noncompliant with the self-certification conditions . The most common compliance issue is docks constructed that exceed the size limitations set by the department for the program. Self-certification programs can effectively streamline the permitting process; however, they require adequate oversight by regulating agencies and enforceable penalties and fines for noncompliance.

Options and/or Recommendations

First, the DEP should continue to pursue online or electronic filing and document handling for its environmental permitting programs in order to streamline the application process, including jointly administered ERP programs with the WMDs.

Second, the DEP, in conjunction with the WMDs, should identify any obstacles to implementing the next steps outlined in the September 30, 2005, *Consolidation of State and Federal Permitting Programs* report. The department should determine how best to proceed with the state's federal partners and private stakeholders to expand the state programmatic general permit program.

Third, the department should evaluate the merits of a wetland delineator certification program. In this regard, the DEP must have the authority to set the minimum qualifications and proficiencies an individual must possess to perform delineations that receive expedited review.

Additionally, the DEP should evaluate whether or not the rules for wetland delineation should be more closely aligned with the Corps' delineation methods and criteria, notwithstanding the existing amended rule that has not been ratified. If the department determines that the federal and state methodology require further alignment, it should establish the necessary steps and identify potential barriers to effecting the rule change and subsequent Legislative ratification.

Last, the department should consider expanding the types of activities it allows for self-certification. Activities should be limited to those where noncompliance of the self-certification conditions would not cause harm to the environment or endanger the health, safety or welfare of the public. If DEP adds new activities to its existing self-certification permitting program, penalties and fines for noncompliance of the permit conditions must be developed and enforced. Such penalties and fines may include monetary fines, forfeiture of surety bonds, suspension of licenses and revocation of licenses.

The Florida Senate

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Committee on Environmental Preservation and Conservation

STATEWIDE ENVIRONMENTAL RESOURCE PERMIT

Issue Description

Environmental resource permitting under part IV of chapter 373, F.S., is the main regulatory program shared by the Department of Environmental Protection (DEP, department) and the Water Management Districts (WMDs). Currently, there is no statewide rule that governs all environmental resource permits (ERPs) issued by the department or the WMDs. They have differing interpretations and implementation rules. The differences between the department and the WMDs create procedural and practical inconsistencies for applicants in applying for and complying with ERPs in different jurisdictions.

Background

Water Resources in Florida

Florida has a complex and diverse landmass encompassing two distinct climate zones. The subtropical zone, often called the temperate zone, covers most of the peninsula. The tropical zone extends from south of Lake Okeechobee to the Florida Keys.[1] This leads to a great diversity of environments and plant and animal life. Florida is characterized by its water: surface, ground and precipitation. The state receives an average of over 54 inches of rainfall a year.[2] Rainfall totals were down in 2010 in most areas in Florida. Only the Miami area received higher than average rainfall totals.[3] Florida also has 7,700 lakes, 50,000 miles of rivers and streams and over 700 springs, including the greatest concentration of first magnitude springs in the world.[4] Florida is also covered by vast wetlands, including the Everglades.

History of Water Resource Regulation in Florida

In the past, Floridians viewed wetlands as an impediment to development. They were considered worthless swamps that needed to be drained, filled and put to productive use. One of the main efforts in Florida to drain the swamps was the Central and Southern Florida Project's authorization in 1948.[5] The purpose of the project was to drain and manage seasonal flooding in the Everglades. Nationwide wholesale destruction of wetlands remained relatively unregulated until passage of the federal Clean Water Act (CWA) in 1972.[6] Florida's regulatory framework consisted of the Wetlands Resource Permit (WRP) program, the Management and Storage of Surface Waters (MSSW) permit program and the Sovereign Submerged Lands program.[7]

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[1] National Oceanic and Atmospheric Administration, National Weather Service, *JetStream - Online School for Weather*, http://www.srh.noaa.gov/jetstream/global/climate.htm (last visited Aug. 11, 2011).
[2] DEP, *Florida Drought Conditions*, http://www.dep.state.fl.us/Drought/faq.htm#01 (last visited Aug. 11, 2011).
[3] Florida Dep't of Agriculture and Consumer Services, Florida Forest Service, *Year-to-Date Rainfall*, http://www.fl-dof.com/fire_weather/forecast/ytd_rainfall.html (last visited Aug. 15, 2011).
[4] Thomas M. Scott, et al., *Bulletin NO. 66, Springs of Florida* (2004), *available at* http://publicfiles.dep.state.fl.us/FGS/WEB/springs/introduction_and_acknowledgements.pdf (last visited Aug. 15, 2011).
[5] South Florida Water Management District, *Comprehensive Everglades Restoration Plan, Everglades: A Brief History*, http://www.evergladesplan.org/about/learn_everglades.aspx (last visited Aug. 15, 2011).
[6] U.S. Environmental Protection Agency, *Watershed Academy Web, Introduction to the Clean Water Act*, http://www.epa.gov/owow/watershed/wacademy/acad2000/cwa/ (last visited Aug. 15, 2011).
[7] DEP, *Florida State of the Environment -- Wetlands: A Guide to Living with Florida's Wetlands*, *available at* http://www.dep.state.fl.us/water/wetlands/docs/erp/fsewet.pdf (last visited Aug. 19, 2011).

The WRP program regulated dredging, filling and construction activities in, on or over waters of the state. It was originally authorized pursuant to the Warren S. Henderson Wetlands Protection Act in 1984, found in sections 403.91 - 403.929, F.S.[8] "Waters of the state" included natural and artificial water bodies and contiguous wetlands to such water bodies but excluded isolated wetlands. The only impacts to isolated wetlands covered by the WRP program were those affecting endangered or threatened species related or tied to regulated wetlands impacts. The WRP program was further limited by excluding water quantity as part of the permit review process. Only water quality, fish and wildlife habitat and other public interest factors were within its purview.[9]

The MSSW permit program was administered by the WMDs. The program regulated work on stormwater treatment systems, water attenuation systems, dams, impoundments, reservoirs, and other works, including agricultural and forestry-related activities. It was broader than the WRP program and covered water quality, water quantity and other environmental criteria for activities in uplands and wetlands, including isolated wetlands.[10]

The Sovereign Submerged Lands program is still in operation today and is administered jointly with the ERP program. Sovereign submerged lands are owned by the state and held in Trust for its citizens.[11] Activities affecting those lands require permission from the state, which is called proprietary authorization.[12] Sovereign submerged land leases and easements are the most common form of authorization.

Current ERP Program in Florida

Florida's water resources are regulated by the ERP program. The program covers virtually all alterations to the landscape, including all tidal and freshwater wetlands and other surface waters (including isolated wetlands also subject to U.S. Army Corps of Engineers jurisdiction) and uplands. The ERP program regulates dredging and filling in wetlands and other surface waters, stormwater runoff quality and quantity, including runoff resulting from alterations of uplands, and direct, secondary and cumulative impacts.[13] The program's purview includes everything from construction of residential and commercial buildings in wetlands and uplands, dredging and filling in both wetlands and other surface waters (including maintenance dredging), construction of roads, and agricultural alterations that impede or divert the flow of surface waters. Certain permitting thresholds exist within the WMDs and exemptions may be granted by rule or statute.[14] Common exemptions exist for agricultural and silviculture activities. A permitting threshold is the level of impact that triggers the requirement to apply for a permit.

Department issuance of an ERP also constitutes a water quality certification or waiver of such under section 401 of the CWA.[15] In addition, issuance of an ERP in coastal counties constitutes a finding of consistency under the Florida Coastal Zone Management Program under Section 307 of the federal Coastal Zone Management Act.[16] Proposed projects must meet all permit conditions and a public interest balancing test. The test is based on weighing the following criteria:[17]

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[8] DEP, *Environmental Resource Permitting (ERP) and Sovereign Submerged Lands (SSL) Rules*, http://www.dep.state.fl.us/water/wetlands/erp/wetperm.htm (last visited Aug. 15, 2011).
[9] *Supra* note 5, at 7.
[10] Section 373.414, F.S. (1992). *See also*, Dionè Carroll, *Secondary Impacts in Environmental Permitting: Yesterday, Today and Tomorrow* (Mar. 1998), The Section Reporter, *available at* http://www.eluls.org/mar1998_carroll.html (last visited Aug. 19, 2011).
[11] Sovereign submerged lands are those lands that lie waterward of the ordinary high water line (fresh water) or mean high water line (tidal waters) beneath navigable waters. The state submerged land boundary extends three nautical miles (3.45 miles) into the Atlantic Ocean and three marine leagues (10.36 miles) into the Gulf of Mexico.
[12] DEP, *Florida State of the Environment – Wetlands: A Guide to Living with Florida's Wetlands, available at* http://www.dep.state.fl.us/water/wetlands/docs/erp/fsewet.pdf (last visited Aug. 18, 2011).
[13] DEP, *Summary of the Wetland and Other Surface Water Regulatory and Proprietary Programs in Florida* (2011), *available at* http://www.dep.state.fl.us/water/wetlands/docs/erp/overview.pdf (last visited Aug. 15, 2011).
[14] *Id*.
[15] *See* 33 U.S.C. s. 1341.
[16] *See* 16 U.S.C. s. 1456.
[17] Section 373.414(1)(a), F.S.

- Whether the regulated activity will adversely affect public health, safety, or welfare, or the property of others;[18]
- Whether the regulated activity will adversely affect the conservation of fish and wildlife, including endangered and threatened species or their habitats;
- Whether the regulated activity will adversely affect navigation or the flow of water, or will cause harmful erosion or shoaling;
- Whether the regulated activity will adversely affect fishing or recreational values or marine productivity in the vicinity of the activity;
- Whether the regulated activity will be temporary or permanent;
- Whether the regulated activity will adversely affect or will enhance significant historical and archaeological resources under the provisions of s. 267.061, F.S.; and
- The current condition and relative value of the functions being performed by areas affected by the proposed regulated activity.

General ERP Administration in Florida

The DEP and the WMDs jointly implement the ERP program. It is independent and in addition to federal regulatory permitting programs. ERPs are regulated under part IV of chapter 373, F.S., and through individual WMD rules and guidance documents. The program was adopted in 1995 in all WMDs except for Northwest Florida. In 2006, the Legislature directed the Northwest Florida WMD and the DEP to jointly develop and implement the ERP program in two phases in the district.[19] Phase I became effective in October 2007 and Phase II in November 2010.[20] The Northwest Florida WMD is now fully implementing the ERP program with the DEP.

Because of the ERP program's joint regulatory structure, the department and the WMDs have executed individual operating agreements to administer the program. The agreements set out who has regulatory authority for implementing the ERP program based on the type of permitted activity. The division of responsibilities contained in the operating agreements ensure that applicants need only apply for permits from the DEP or the individual WMD, not both.[21] The Department generally reviews permit applications that involve:[22]

- Solid, hazardous, domestic and industrial waste facilities,
- Mining, except borrow pits,
- Power plants, transmission and communication cables and lines, and oil and gas activities,
- Certain docking facilities and structures, and dredging that is not part of a larger development plan,
- Navigational dredging by government entities that is not part of a larger project permitted by a WMD,
- Certain types of systems located seaward of the coastal construction control line or those serving a single family dwelling unit or residential unit,
- Seaports, and
- Smaller, separate water-related activities not part of a larger development plan.

The WMDs review all other ERP applications.

ERP Administration in the South Florida, Southwest Florida, St. Johns River and Suwannee River WMDs

The DEP and all WMDs except for Northwest Florida, due to its recent adoption of the program, operate under separate ERP rules. The ERP rules for these districts were developed by using a combination of the department's environmental criteria and the WMDs' former MSSW rules. MSSW rules were independently adopted by each

[18] This part of the test considers only environmental factors, not economic or social factors.
[19] Chapter 2006-228, Laws of Fla.
[20] Northwest Florida Water Management District, *Environmental Resource Permits*, http://www.nwfwmd.state.fl.us/permits/permits-ERP.html (last visited Aug. 16, 2011).
[21] DEP, *Environmental Resource Permitting (ERP) and Sovereign Submerged Lands (SSL) Rules*, http://www.dep.state.fl.us/water/wetlands/erp/wmd.htm (last visited Aug. 17, 2011). The webpage includes links to all five WMD operating agreements.
[22] *Id*.

WMD. The WMDs continued this process when developing ERP rules and each adopted similar but not identical ERP rules. After the adoption of the four districts' ERP rules, the DEP subsequently incorporated by reference each of the WMDs rules. If it had not done so, the DEP would not have been able to use the WMDs' new ERP rules for DEP permitting activities in the districts. In order to incorporate the WMD rules by reference, the DEP must undertake rulemaking. This dual rulemaking process for a WMD ERP rule or any amendments to a WMD ERP rule must be completed before the DEP may implement the rule or any changes thereof for activities in respective districts. Additionally, the DEP must adopt the WMDs' Applicant's Handbooks and Basis of Review and any amendments to those guiding documents. In fact, department staff has indicated that the DEP is not up to date on the most recent amendments to some WMD rules, Applicant's Handbook and Basis of Review documents because it must undertake rulemaking to incorporate the changes.[23] The WMD ERP rules are contained in Chapter 40 of the Florida Administrative Code. Each WMD is assigned a specific letter A-E.[24] The department also has its own ERP rule and a separate ERP noticed general permit rule, Chapters 62-343 and 62-341 of the Florida Administrative Code, respectively.

ERP Administration in the Northwest Florida WMD

In contrast to DEP's administration of ERPs with the other four WMDs, the department's ERP administration and implementation ERPs within the Northwest Florida WMD is more streamlined and efficient. In this district, the ERP program is operated under a single substantive and procedural ERP rule, noticed general permit rule and Applicant's Handbook.[25] The Legislature directed the DEP and the Northwest Florida WMD to jointly develop rules for the ERP program in the district. The DEP was further directed to initiate rulemaking to implement the ERP program. Unlike the other four WMDs, the Legislature specifically authorized the Northwest Florida WMD to implement the jointly developed rules without adoption.[26] Consequently, both the department and the Northwest Florida WMD regulate ERPs under a unified rule and Applicant's Handbook. Any changes or amendments to the rule or Applicant's Handbook may be adopted by the department under the normal rulemaking process. The Northwest Florida WMD may then begin implementing any such changes without rulemaking.

ERP Rule Inconsistencies Between WMDs

ERP rules are critical to each WMD and the DEP. They identify:[27]

- Activities that require permits,
- Activities that are exempt from needing permits,
- Actions that fall below permitting thresholds,
- The types of permits available,
- The criteria used for issuing permits, and
- Other procedural requirements the WMDs use to implement their respective ERP programs.

The WMDs' ERP rules were developed from the WMDs' previous MSSW rules, which were all developed and adopted individually and evolved over time. The result is many of the WMDs' current ERP rules differ, sometimes dramatically. In other instances, the rule language is substantially similar, yet the Applicant's Handbook or Basis of Review differs in its interpretation of the rule. Among the WMDs, regulation of wetlands and other surface waters are essentially identical. Stormwater management (water quality) differs significantly in both actual rule language and interpretation between districts and has no clear relationship to the unique water, topographical or geological characteristics in each district. Water quantity and flood protection differ between districts but are directly related to each district's physical characteristics.[28]

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[23] Telephone interview with Shelley Yaun, Program Administrator, Water Resources Management, DEP, in Tallahassee, Fl. (Aug. 15, 2011).
[24] *See generally* Chapter 40, F.A.C. Northwest Florida is designated as "A," Suwannee River as "B," St. Johns River as "C," Southwest Florida as "D" and South Florida as "E."
[25] *See generally* Rule 62-346, F.A.C.
[26] Section 373.4145(1), F.S.
[27] *Supra* note 24.
[28] Email from Jon Steverson, Special Counsel on Policy and Legislative Affairs, DEP (July 12, 2011) (on file with the Committee on Environmental Preservation and Conservation).

Stakeholders in the business community have indicated that the differences in stormwater management are the most inconsistent from district to district. These inconsistencies lead to vast differences in costs of stormwater management. For example, owners of large tracts of land spanning two districts could face different criteria and permitting requirements in each district for a contiguous parcel. In addition, large national or statewide companies with many Florida franchises or corporate stores deal with up to five different permitting requirements and application procedures and forms. As a result, a company that opens three nearly identical stores near each other but in different districts will likely have to submit three completely separate ERP applications and may face wholly different construction and compliance costs.[29] The DEP has indicated that ERP rules have become increasingly less consistent overtime, especially in regard to stormwater management.

There are also increasing opportunities for inconsistent interpretation and application of similar rules. One example is the implementation and administration of the Uniform Mitigation and Assessment Method (UMAM). Subsection 373.414(18), F.S., directed the DEP and WMDs, in cooperation with local governments and relevant federal agencies, to develop a statewide method to determine the amount of mitigation required for regulatory permits. The UMAM rule became effective in February 2004.[30] Although only the DEP was required to adopt the method by rule, it is now the sole means for all state and local government entities to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters. It is also used to determine how to debit and credit mitigation bank credits.[31] The regulated community has expressed concerns over interpretations of the UMAM by some of the WMDs. Although the method is supposed to result in uniform outcomes statewide, the method is applied differently in each WMD based in part on interpretations of the rule. In fact, legislation was introduced during the 2011 Regular Session of the Legislature to provide DEP clearer oversight authority to ensure consistency in statewide application. Large parts of the UMAM rule were included in the legislation to avoid inconsistency in interpretation and application.[32] The legislation passed the House of Representatives but was not heard in the Senate.

Findings and/or Conclusions

The ERP program benefits Florida in many ways. It prevents stormwater pollution from entering lakes, streams and wetlands. The program is used to regulate various activities that affect surface waters including dredging and filling, surface water impoundment and drainage structures and construction of facilities, to name a few.

The DEP and all WMDs operate under agreements that delineate which activities the district is responsible for and those the department handles. In addition, the DEP and all but the Northwest Florida WMD administer the ERP program using rules, as amended, that date to 1995. Under those rules and statutory authority, each of the WMDs and the DEP must undertake separate rulemaking processes to adopt the same rules or amendments to those rules. This same regulatory structure also applies to Applicant's Handbooks and Basis of Review documents.

DEP staff has conveyed that the department is not fully up to date with all the amendments to rules and changes to Applicant's Handbooks and Basis of Review documents. This is due, in large part, to the inability of the DEP to implement rule amendments and other changes without rulemaking. In fact, the DEP is still using the 1995 rule from the South Florida WMD. Many of the South Florida WMD's rules have been updated since then, with several as recent as 2010.

In 1995, the ERP program was not authorized for the Northwest Florida WMD. This led to an odd regulatory structure whereby only one WMD was operating under the old dredge and fill and MSSW split. In 2006, the

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[29] *Supra* note 23.
[30] See Rule 62-345, F.A.C.
[31] *Id*.
[32] *See* HB 991 (2011 Reg. Session). *See also* PCS/SB 1404 (2011 Reg. Session).

Legislature directed the DEP and the Northwest Florida WMD to implement an ERP program. This was completed in 2010. The new ERP program in Northwest Florida directs the DEP to adopt rules under normal rulemaking. However, the district may implement those rules without having to undertake its own rulemaking. This regulatory structure simplifies ERP permitting for applicants. It also allows amendments and changes to rules and other documents to be seamlessly implemented by both the Northwest Florida WMD and the department.

The ERP rules for the original four districts were based on existing DEP criteria and MSSW rules. The four districts independently developed and adopted their own MSSW rules. As a result, when the districts developed and adopted their new ERP rules, some inconsistencies were unavoidable. As the programs have grown and matured, further inconsistencies have developed in both actual rule language and interpretation of rules. One of the most varied programmatic ERP areas is stormwater management.

Another example of inconsistent rule application, due to interpretation and not actual language, is the UMAM rule. The rule was developed to ensure statewide consistency to determine mitigation needed to offset effects to surface waters and wetlands. While all WMDs use the rule as developed, they each interpret the rule differently, which yields different outcomes for mitigation depending in which district the mitigated activity occurs.

In order to address current limitations in the ERP regulatory framework, DEP staff has indicated the department needs statutory authority to begin rulemaking in development of a single statewide ERP rule. Staff has also conveyed that the department is interested and willing to begin the process.

Options and/or Recommendations

The Legislature can eliminate many inconsistencies between the WMDs, especially those not based on unique characteristics within each district. Legislation is needed to accomplish the necessary changes. If the Legislature chooses to direct DEP to develop and adopt a statewide ERP rule, the following recommendations should be considered:

- Direct the DEP in coordination with the WMDs to adopt a statewide ERP rule. The rule should also encompass applicable Applicant's Handbooks and Basis of Review documents. The Legislature should authorize the WMDs to implement the rule without undertaking rulemaking once it is adopted by the DEP.
- Direct that the rule include consistent statewide criteria for permit issuance, higher thresholds for permits and noticed general permits, permit types, application and reporting forms and noticing requirements. If appropriate for the statewide rule, the rule should contain sufficient flexibility for the WMDs for both Applicant's Handbooks and Basis of Review to address unique characteristics in each WMD.
- Provide that the rule be based on the department's and the WMDs' existing rules. The department should be authorized to reconcile differences, conflicts and inconsistencies between its rules and the WMDs' rules that are not based on unique characteristics within the districts.
- May direct the WMDs, in coordination with the DEP, to be the primary entities for developing water quality criteria within their respective districts for inclusion in the statewide rule. In order to accomplish this, the Legislature may have to appropriate funds for both the Suwannee River and Northwest Florida WMDs. The three larger WMDs should be able to absorb these costs.

Overall, if such legislative changes were made, the new regulatory structure would greatly reduce inconsistencies in both actual rule language and interpretation while maintaining the necessary variability between districts. It would also eliminate the need for redundant rulemaking and make adoption and implementation of amendments and other changes more streamlined and efficient. A statewide ERP rule would reduce the number of ERP rules needed by each district and potentially improve the public's understanding of ERPs and their requirements. It would likely lead to more predictable outcomes for the regulated community. The streamlined process would allow the DEP, in cooperation with the WMDs, to propose additional exemptions, higher permit thresholds and new noticed general permits. A statewide ERP rule also opens up the possibility for a statewide e-permitting system. The recommended changes would ease the regulatory burden on applicants, lessen that amount of time it

takes to process permit applications, reduce inconsistencies between the districts and the DEP, and continue to protect the environment.

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 3, 2013
To:	Honorable Chairman and Members of the Board
From:	Ralph Thomas, County Commissioner
Subject:	Employment Options for TDC Director

Statement of Issue:
This agenda item requests Board consideration of income options to hire an Independent Contractor to work as the Director of the Tourist Development Council.

Background:
On May 20, 2013, the Board held a continuation workshop that was initially held on May 6, 2013, to consider options for hiring a new TDC Director including consideration to change the position to a County Employee instead of an Independent Contractor.

BOCC Members, current TDC Director and Citizens were afforded the opportunity to provide input regarding the structure and staff for the TDC. The current TDC requested that they be in charge of selecting their own director and that the director be a contractor rather than a county employee. BOCC Members agreed to go with a Contract Employee and allow the TDC to hire the new Director. The County will maintain oversight of the Budget. Commissioner Thomas was tasked to discuss options with the TDC and come back with an agenda item that has complete details and proposed dollar amounts for Board approval.

Analysis:
On June 11, 2013, the TDC met to discuss options as directed by the BOCC. Discussions concluded with a recommendation to budget 55% of estimated TDC revenue to pay all TDC staff positions. After the budget was established, the TDC discussed several staff structures. The top 3 options are listed below. The TDC voted to recommend option 3 to the BOCC. This will utilize a structure that is similar to the current TDC structure with the following changes:

1. TDC Director will be paid $22.00 per hour instead of the current $35.00 hourly rate.
2. $8,940 will be budgeted as income reserve.

This will allow the TDC to hire a Director capable of providing professional management while supervising the workload of a part time Administrative Assistant and a part time Social Media Assistant. We have also budgeted an income reserve that will allow the flexibility to fund

additional hours on an as needed basis. Considering the fact that the TDC will be responsible for spending and administering the $500,000 Gulf States Promotional Fund Grant in the current year and through July 2014, this will allow the flexibility to allocate additional staff time, as needed, to fully maximize the potential of the grant.

Estimated TDC Revenue $90,000
Proposed Income @ 55% $49,500

Option 1	Option 2	Option 3
Full time TDC Director Income $49,500 annually	**Full time TDC Director** 40 hours weekly x 15.29 $31,803 annually **Part time TDC Assistant** 20 hours weekly x $12.00 $12,480 annually **Part time Social Media Assistant** 10 hours weekly x $10.00 $5,200 annually	**Part time TDC Director** 20 hours weekly x 22.00 $22,880 annually **Part time TDC Assistant** 20 hours weekly x $12.00 $12,480 annually **Part time Social Media Assistant** 10 hours weekly x $10.00 $5,200 annually **Income Reserve** $8,940

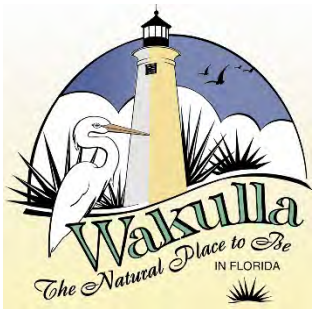
Budgetary Impact:
$49,500 to be paid from TDC Bed Tax Revenue

Options:
1. Approve income option 1
2. Approve income option 2
3. Approve income option 3
4. Board direction.

Recommendation:
Option #3.

Attachment(s):

1. TDC Director Job Description



EMPLOYMENT OPPORTUNITIES
TOURIST DEVELOPMENT COUNCIL DIRECTOR

The Wakulla County Tourist Development Council seeks qualified applicants for the position of Director to the Wakulla County Tourist Development Council. This is a highly responsible 20 hour part time position that requires expertise in administrative and extensive computer and social media skills, marketing and annual planning, management work planning, grant experience including oversight of program contracts and grant documents, financial management; and budget preparation. The applicant will act as a liaison with the community-at-large, tourism community, county government and county commission to improve the economic impact of TDC activities which may require the need to travel to coordinate with the travel industry and other tourist related organizations including trade shows and seminars and will serve as Wakulla County's and the TDC's representative on statewide tourism issues. Destination management experience with extensive local knowledge, expertise and implementation of themed events, activities in recreation and nature based activities will be advantageous. Work is performed under the direction of the Tourist Development Council and the Board of County Commissioners and is evaluated annually on goals set by the Tourist Development Council.

To apply, send a Wakulla County application to: Human Resources, P.O. Box 1263, Crawfordville, Florida 32326. County applications are available at: www.mywakulla.com or at the County Administrator's Office, 3093 Crawfordville Hwy., Crawfordville, FL 32327. Questions regarding qualifications and/or duties and responsibilities may be directed to Deborah DuBose at 850.926.9500. Drug screening and background checks are required. Veteran's preference will be given to qualified applicants. Wakulla County is an Affirmative Action/Equal Opportunity Employer. Starting salary will be based on qualifications, skills and work experience. This position closes on @ 5:00 p.m.

Salary range: TBD

Board of County Commissioners
Agenda Request

Date of Meeting:	July 15, 2013
Date Submitted:	July 3, 2013
To:	Honorable Chairman and Members of the Board
From:	Ralph Thomas, County Commissioner
Subject:	Change of Zoning of Parcel 33-2S-01E-000-04990-002 from PUD to C-2

Statement of Issue:
This agenda item requests Board approval to direct staff to expedite the process to change zoning of Parcel 33-2S-01E-000-04990-002 from PUD to C-2 and to waive any fees associated with the property owner's application.

Background:
On August 24, 1999, the subject parcel was owned by Mr. Clarence Wilson. On this date, Mr. Wilson applied for a Change of Zoning from RR-1 to C-2, Rezoning Request No. R99-19. (Attachment 1)

On September 16, 1999, the Technical Review Committee recommended approval of R99-19, (Attachment 2).

On February 22, 2000, Rezoning Request No. R99-19 appeared on the agenda before the BOCC. The minutes reflect a unanimous vote was cast to rezone the subject property to PUD instead of C-2 as requested and recommended by the Technical Review Committee. The approval was granted, subject to submittal of a Land Use Plan, as evidenced by an excerpt from the minutes. (Attachment 3) A Land Use Plan was never submitted, as conditioned, to change the zoning designation to PUD.

On April 14, 2000, the BOCC Chairman sent a letter to Mr. Wilson referencing Rezoning Request R99-19, reflecting a change from R-1 to C-O. This letter conflicts with the application that reflects a change from RR-1 to C-2, and also conflicts with the minutes that reflect a change from C-2 to PUD. (Attachment 4)

On March 19, 2004, Mr. Wilson sold the subject property to its current owner Charles Corbin.

On September 24, 2004, Mr. Corbin submitted an Application for Site Plan Approval, reflecting a current zoning designation of C-2. (Attachment 5)

On December 16, 2004, Mr. Corbin applied for a DPA to construct a commercial building on the vacant subject property. The Current Zoning Designation on the DPA was listed as C-2. (Attachment 6)

On January 10, 2005, Mr. Corbin received a Building permit to construct a commercial building on the vacant subject property. The Current Zoning Designation on the Building Permit was listed as C-2. (Attachment 7)

Analysis:

According to the Planning Department records it appears the original zoning was RR-1 and then it was changed to PUD. The original zoning atlas indicates that the zoning was RR-1, which corresponds with what was shown on the Change of Zoning Application (Attachment 1). The zoning atlas reflects no record that the property was ever zoned C-2

At least 4 documents reflect a current zoning of C-2:

1. Minutes February 22, 2000 (Attachment 3)
2. Application for Site Plan Approval September 24, 2004 (Attachment 5)
3. DPA December 16, 2004 (Attachment 6)
4. Building Permit January 10, 2005 (Attachment 7)

The building that currently exists on the property would not have been allowed under a zoning of RR-1 but would have been allowed under a C-2 zoning.

The background provided reveals several inconsistencies making it difficult to determine the prior and final disposition of Rezoning Request No. R99-19. It appears clear that the applicant intended for the property to be rezoned to C-2. It is not clear how the CO zoning and the PUD zoning came into the discussion, since that doesn't match the Application. Regardless of the confusion, the minutes reflect unanimous approval from C-2 to PUD, contingent upon **submittal of a Land Use Plan.** Since neither the current owner, nor the prior owner, ever prepared and submitted a Land Use Plan, the conditional approval established by vote of the BOCC on February 22, 2000 was never met, therefore, the subject property should never have been rezoned to a PUD. It is possible that the property was never zoned C-2, but clearly should have been to allow construction of the building that currently exists.

The current owner, Charles Corbin, built his building thinking it was zoned C-2 as reflected on every document that exists since he became the owner of record. He had no desire, to change the zoning on his property and was not aware that the zoning had ever changed to a PUD. Recently, Mr. Corbin inquired about using his property as an automotive repair facility. He was told that would not be allowed in a PUD zoning. His inquiry started the process that revealed the problem listed in this agenda item. Mr. Corbin wishes for the property to be returned to a C-2 zoning.

Budgetary Impact:
It appears clear that any inconsistencies that exist, occurred at no fault of the current owner, therefore, he should not be responsible for paying for the corrective actions. If the Board directs staff to waive any fees associate with the property owner's application, the Application fee of $940.00 will not be collected from the property owner. Calculated costs will include advertisement and certified mail notices. The advertisement will cost approximately $210.00. It appears the certified mail notices will go out to 28 properties at a cost of $5.00 a piece and a total of $140.00. So, the estimated budgetary Impact will be $350.00.

Options:
1. Direct staff to expedite the process to change zoning of Parcel 33-2S-01E-000-04990-002 from PUD to C-2 and waive any fees associated with the property owner's application.
2. Do not direct staff to expedite the process to change zoning of Parcel 33-2S-01E-000-04990-002 from PUD to C-2 and waive any fees associated with the property owner's application.
3. Board direction.

Recommendation:
Option #1.

Attachment(s):
1. Change of Zoning Application
2. Technical Review Committee Recommendation
3. Excerpt from minutes of BOCC meeting on February 22, 2000.
4. Letter from BOCC Chairman
5. Application for Site Plan Approval
6. DPA
7. Building Permit

Wakulla County Community Development Department

Post Office Drawer 1210 • Crawfordville, Florida 32326-1210 • (850) 926-3695 TDD(850) 926-1201

CHANGE OF ZONING APPLICATION

Date: 8/24/99 Rezoning Request No.: R99-19

Owner (s): Name Clarence Wilson Name
Address PO Box 1113 (80) Address
Phone Perry, FL 32347 584-9287(W) Phone
(If more than 2 owners attach sheet with Name, address, phone number, for all owners & written consent to the rezoning with the signatures of all owners)

1. Parcel Tax No.: 33-2S-01E-000-04990-002 H.S. Lot —
2. Section 33 Township 2S Range 1E Map 74 Parcel 5-2
3. Subdivision — Block — Lot — Size 3.62
4. Current Atlas Zoning RR-1 Proposed Atlas Zoning C-2
5. Current Comprehensive Plan Designation Rural-2
6. Abutting Property Owners - Must be notified; see Exhibit A attached.
7. Copy of recorded deed and legal description.
8. Property Location : Woodville Hwy just south of Southern Spirits Bar
9. Reason for application: Rezoning property to sell C W
10. **I certify that the above information is true and correct to the best of my knowledge.**

C Clarence Wilson
Owner Signature

Owner Signature

Clarence Wilson
Agent Name (Printed)

Agent Signature

(Letter of authorization signed by all property owners required.)

Rezoning Fees:
One Single-family Residential (Res.) Unit Site $100.00
3 or Less Single-family Residential Sites 300.00
Multiple Dwellings (Duplex, Triplex, Etc.) Or Non-residential (Includes 4 or more SFR rezoning Application; Such as 5 acres to RR-1, 25 Acres to RR-5, etc.) 600.00 N

Received By: Ryan Lowe Date: 8/24/99 Receipt No.: 6924

TRC Date: 9/16/99 TRC Action Taken:
Planning Commission Date: 10/11/99 P&Z Action Taken:
BCC Date: 10/18/99 BCC Action Taken:
Ordinance Number:

Revised 8/9/99

ATT #1

FILE COPY

Wakulla County

Established 1843

COMMUNITY DEVELOPMENT DEPARTMENT

Technical Review Committee Review Items

September 16, 1999

TO: Wakulla County Board of County Commissioners,
Wakulla County Planning Commission, and
Applicants or Consultants

FROM: George Edward Mills, Chairperson
Wakulla County Technical Review Committee (TRC)

RE: Review and Recommendations from the
Thursday, September 16th, 1999, TRC Meeting

ITEM: Rezoning Application Number R99-19 by; Clarence Wilson

****

PLEASE NOTE: THE TRC MEETS ON THE THIRD (3RD) THURSDAY OF EACH MONTH. The next scheduled meeting of the County Technical Review Committee will be October 21, 1999, beginning at 9:00AM, in the Second Floor Conference Room at 340 Trice Lane, Crawfordville, FL 32327.
TRC Members Present: Ed Mills, TRC Chairperson; Frank Evans, Assistant Planning Director; Randy Merritt, P.E., PSG Project Manager; and Jay Wiggins, Wakulla School Board. Applicants or Consultants: Kathy Shirah, P.E./P.L.S., Consultant.

****

Application for Review and Recommendation:

Applicant:	Clarence Wilson
Application for:	Rezoning to general commercial
FLU Map:	Rural-2 (FLUE Policy 1.2.4)
Current Zoning:	RR-1, Residential (Section 5-27, LDC)
Proposed Zoning:	C-2, Commercial (Section 5-38, LDC)
Tax ID Number:	33-2s-01e-000-04990-002
FEMA Flood Zones:	Community Panel Number 125-B, Zone C
Parcel Size:	3.62 +/- acres
Location:	West side SR-363, 1/10 mile south of Wakulla County line
Hearings Required:	Planning Commission: October 11, 1999; and **Board of County Commissioners: October 18, 1999.**

ATT #2

A. **Planning Staff Review Findings and Discussion:**

1. TRC was asked to consider a zoning change by the applicant to enable the applicant to sell the property as commercial. The applicant has no plan of development for the site, but needs to rezone the property to further the sale of the land. Abutting and adjacent uses include a commercial PUD to the north (Bourbon Street Blues Hall, PUD), AG to the west, residential to the south, and AG and commercial PUD to the east (Cherry Oak Centre, PUD).

2. The proposal is generally consistent with the Rural-2 land use designation of the Future Land Use Element and Map criteria for commercial establishments

3. The proposal, although somewhat premature, anticipates the conversion of properties along this growth corridor towards non-residential, mixed-uses, and residential. The anticipated growth along SR-363 has not yet materialized in this area, and any future non residential uses at this site will be required to buffer and double-setback from abutting residentially zoned properties at the time building site plans are reviewed.

B. **Planning Staff Recommendations:**

Staff offered a recommendation of approval. The Planning Director is not in favor of the rezoning application because the conversion of property to general commercial is premature and sets a trend for speculative rezoning requests with neither a showing of need nor plan of development.

C. **TECHNICAL REVIEW COMMITTEE RECOMMENDATIONS:**

A motion was made and passed for approval per staff recommendation.

2/22/2000

Commissioner Nettles made a motion to purchase the property that abuts the back of the recreation park from Citizens Bank in the amount of $13,500.00, subject to legal review. Second by Commissioner Crum. All for. Motion Carried.
(Tape 1-0378) C. Property around Courthouse
Commissioner Crum made a motion to hold a workshop on March 20, 2000 at 5:00 p.m. to discuss future land purchases. Second by Commissioner Lawhon. All for. Motion Carried.

(Tape 1-0491) D. Sewer bids - Information

(Tape 1-0664) E. Workshop with Recreation Board
Commissioner Lawhon made a motion to hold a workshop on March 6, 2000 at 5:00 p.m. with the Recreation Board. Second by Commissioner Crum. All for. Motion Carried.

(Tape 1-0720) F. Workshop /Sewer Construction Close Out
Commissioner Lawhon made a motion to hold a workshop regarding the Sewer Construction Close Out at Oaks Restaurant on Tuesday, February 29, 2000 at 6:00 p.m. Second by Commissioner Crum. All for. Motion Carried.

COUNTY ATTORNEY
(Tape 1-0799) A. General Litigation Report

(Tape 1-0880) Approval of Minutes
Commissioner Crum made a motion to approve the minutes from the Regular Scheduled Board Meeting held on February 7, 2000. Second by Commissioner Lawhon. All for. Motion Carried.

PLANNING AND ZONING
(Tape 1-0888) A. Request for Site Plan Approval (SP99-20)
Jan & Thomas Eddinger, Kathy Shirah Agent, Current Zoning, C-2
Commissioner Crum made a motion to approve the Site Plan, subject to TRC recommendations. Second by Commissioner Lawhon. All for. Motion Carried.

(Tape 1-0915) B. Request for Rezoning (R99-19)
Applicant: Clarence Wilson, Current Zoning, C-2 Commercial
Commissioner Crum made a motion to approve the Rezoning to PUD, subject to submittal of land use plan. Second by Commissioner Lawhon. All for. Motion Carried.

(Tape 1-0948) C. Request for Review and Recommendation: Amend Section 8-80 Wakulla County LDC, Reason for the Request: Adopt 1999 National Electric Code and Provide for an effective date. Commissioner Thompson made a motion to approve the amendment to section 8-80 of the Wakulla County LDC regarding the adoption of the 1999 National Electric Code. Second by Commissioner Crum. All for. Motion Carried.

(Tape 1-0966) D. Rural Area of Critical State Concern - Info.

ATT #3

[redacted]

Wakulla County

Established 1843

BOARD OF COUNTY COMMISSIONERS

Community Development Department

April 14, 2000

Clarence Wilson
P O Box 1113
Perry, FL. 32347

RE: Rezoning Application Number R99-19; R-1 to C-O

Dear Mr. Wilson:

The Wakulla County Board of County Commissioners held a public hearing on this application on February 21, 2000. The County Commission granted approval of the proposed site plan application subject to the recommendations of the Wakulla County Planning Commission at its hearing of February 14, 2000, and the recommendations from the County Technical Review Committee from its meeting of September 16, 2000.

The hearings provided for public input and concluded with a vote by the County Commission as identified above. By copy of this letter, the appeal period set forth in Section 3-23, Wakulla County Land Development Code, begins to run. Any appeal of a decision made by the County must be filed within 30 days from the effective date of the decision for review of same in accordance with applicable provisions of the Florida Statutes. If either you or a substantially affected person with standing desires to appeal this County decision, they must file an appeal with a court of competent jurisdiction consistent with the provisions set forth in the Wakulla County Land Development Code and Florida Law.

Wakulla County Planning and Zoning Department
Post Office Drawer 1210 Crawfordville Florida 32326-1210
Phone (850) 926-3695 Fax (850) 926-1528
TDD (850) 926-7962

ATT #4

Please be advised that any actions taken by you in reliance upon the County's decision prior to the expiration of the appeal period is solely at your own risk. If an appeal of the County's decision is filed, all work in reliance on the approval must be stopped at the project site until the appeal runs its course. Comment or questions regarding this matter may be directed to George Edward Mills, Planning Director, at the address or telephone number listed hereon.

Sincerely,

Mike Stewart, Chairman
Wakulla County Board of
County Commissioners

Certified By:

[illegible] Thurmond, Clerk of the Court
Ex-Officio and Clerk to the Wakulla
County Board of County Commissioners

cc: Ronald A. Mowrey, Wakulla County Attorney
George Edward Mills, Planning and Zoning Director

WAKULLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
DIVISION OF PLANNING

APPLICATION FOR SITE PLAN APPROVAL

NAME OF PROJECT Charles Corbin SP# 04-24
DEVELOPER Perez Construction & Design, Inc.
INTENDED USE Construction Office site

1. SECTION 33 TOWNSHIP 25 RANGE 1E MAP 74 PARCEL 5-2
2. PARCEL ID NUMBER 33-25-01E-000-04990-002 PARCEL SIZE 3.84 Ac
3. ZONING DESIGNATION C2 LAND USE DESIGNATION Rural FEMA FLOOD ZONE C
4. RECORDED DEED AND LEGAL DESCRIPTION 2
5. OWNER CHARLES CORBIN OWNER _____
   ADDRESS 149 RIO PAZ TRACE ADDRESS _____
   CRAWFORDVILLE, FL 32327 _____
   PHONE 933-8505 PHONE _____
6. APPLICANT/AGENT E OWIN BROWN & ASSOC. PHONE _____
   ADDRESS 2813 CRAWFORDVILLE HWY P.O. BOX 625
   CRAWFORDVILLE, FL 32326
7. TOTAL AREA IN SQ. FEET 16,720 IMPERVIOUS SURFACE AREA IN SQ. FEET 4546 SF
   BUILDINGS 4,0770 SF PARKING AND DRIVEWAY 9,888 SF
8. NUMBER OF STORIES ONE HEIGHT 23' GROSS FLOOR AREA N/A
9. NUMBER OF SEATS: INDOOR N/A OUTDOOR N/A
10. NUMBER OF PARKING SPACES 13 REG 1 HC

SEE WAKULLA COUNTY LAND DEVELOPMENT CODE SEC. 5-11 FOR CONTENTS AND REVIEW OF SITE PLAN.

I CERTIFY THAT THE ABOVE IS TRUE AND CORRECT

SIGNATURE (OWNER/AGENT) DATE 9-24-04

SIGNATURE (OWNER/AGENT) DATE

FEE REQUIRED: 3 CENTS PER SQUARE FOOT
(MINUMUM FEE OF $50.00 AND A MAXIMUM OF $10,000.00)
THIS RATE IS BASED ON ALL IMPERVIOUS AREAS. FEES WILL BE ROUNDED UP OR DOWN TO THE NEAREST EVEN DOLLAR AMOUNT.

RECEIVED BY DATE 9-24-04

RECEIPT # 4360064

REVISED 7 MAY 2003

ATT #5

Wakulla County Community Development Department

P.O. Box 1210, Crawfordville, FL 32327 • Phone: (850) 926-3695 • Fax: (850) 926-1528 TDD (850) 926-1201

Development Permit Application No. 04-1385

A $10.00 fee will be assessed for all applications

PROPOSED DEVELOPMENT: Cons't Comm. Bld. on vacant parcel

PROPERTY OWNER: Corbin, Charles — HOME PHONE: 933-8505

ADDRESS: 149 Rio Paz Cir — WORK PHONE: " "

C'ville, FL 32327 — AGENT:

DWELLING OWNER IF DIFFERENT THAN PROPERTY OWNER:

ADDRESS: — PHONE NUMBER:

FEE SIMPLE TITLE HOLDERS NAME & ADDRESS (IF OTHER THAN OWNER):

CONTRACTOR NAME: Perez Construction & Design — CERT. OR COMP. #: 00254

ADDRESS: 208 Jim French R. 32327 TRC. — BOND NAME:

PHONE NUMBER: 850-926-4609 — MORTGAGE LENDER NAME: —

CURRENT ZONING DESIGNATION C2 — LAND USE PLAN DESIGNATION Rural 2 — USE 0000

MAP NUMBER 74 — PARCEL NUMBER 5-2 — ACREAGE: 3.84±

SUBDIVISION NA — LOT(S) — BLOCK —

PLAT BOOK: NA PAGE — OR METES & BOUNDS: OR BOOK 420 PAGE 836

TAX ID #: 33-2S-01E-000-04990-002 — HOMESTEAD: YES ☐ NO ☒

WIND SPEED: 110MPH ☒ 120MPH ☐ — EXPOSURE: B ☒ C ☐

NFIP NO: 120315-0125 C — INDEX: 6/2/92 — ZONE: C — BFE: NA

NFIP NO: 120315- NA — INDEX: 11/16/83 — — FLOODWAY: YES ☐ NO ☒

EXISTING DRIVEWAY: YES ☐ NO ☒ — E911 ADDRESS: Woodville Hy — E911 MAP # 34

IMPACT FEE: RESIDENTIAL: YES ☐ NO ☒ NON-RESIDENTIAL YES ☒ NO ☐ BASED UPON $ — PER Bld. Dpt.

SITE PLAN: ATTACH COPY AND IDENTIFY WITH THIS CORRESPONDING DEVELOPMENT APPLICATION FORM. SPECIAL APPROVAL CONDITIONS/RESTRICTIONS:

DEVELOPMENT REVIEWED BY: MA DATE: 11/9/04 — DEVELOPMENT APPROVED BY: MA DATE 11/9/04

SITE PLAN APPROVED BY SP04-24 DATE: 11/9/04 — $10.00 FEE COLLECTED BY: MA — RECEIPT # 661712

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for electric work; plumbing, signs, wells, pools, furnaces, air conditioners, driveways, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

NOTICE: IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature [signature] Owner/Agent — Signature _____ Contractor

SWORN AND SUBSCRIBED THIS 16th DAY OF December 2004

NOTARY [signature] FOR THE STATE OF FLORIDA, COUNTY OF WAKULLA

☐ Personally Known ☐ Produced Identification: ☐ Driver's License issued by State of ____ Other: _____

Revised January 5, 2004

NOTARY PUBLIC STATE OF FLORIDA
Cynthia L. Perkins
Commission # DD263009
Expires October 29, 2007
Bonded Troy Fain - Insurance, Inc. 800-385-7019

ATT #6

DPA No: 04-1385 **DATE:** 11-9-04

Approved By: SP04-05

This site plan accurately depicts all existing and proposed site development

Applicant Info:

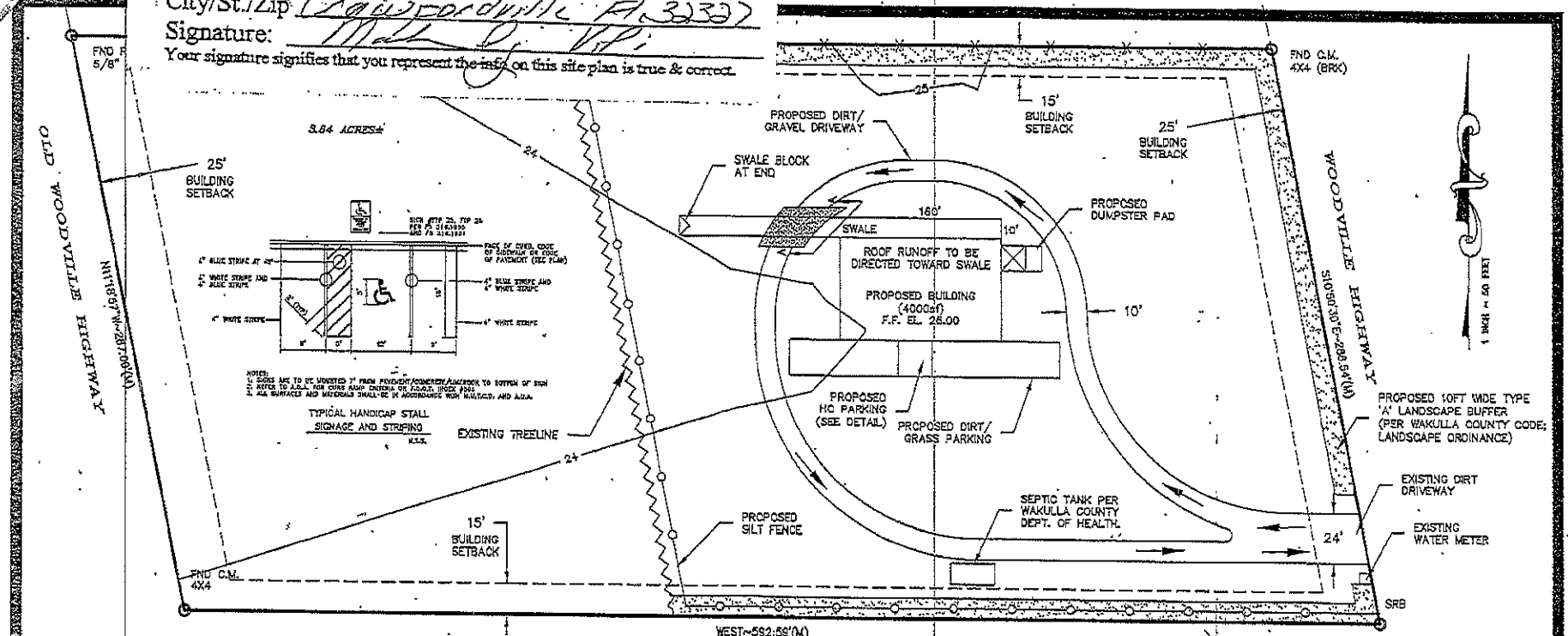
Name: Perez Construction & Design

Address: 208 Jim French Rd

City/St./Zip Crawfordville Fl. 32327

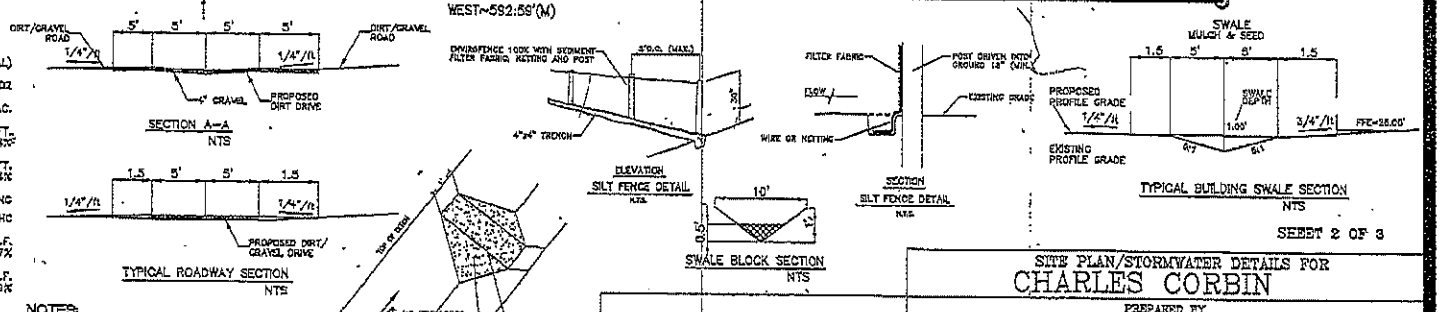
Signature: [signature]

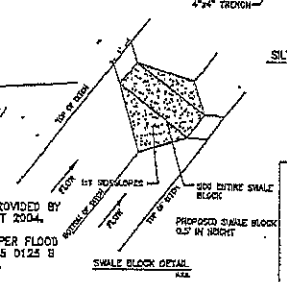
Your signature signifies that you represent the info on this site plan is true & correct.



SITE DATA

1. ZONING: C-2 (COMMERCIAL)
2. PROPERTY TAX I.D. NUMBER: 33-2S-01E-000-04990-002
3. TOTAL SITE ACREAGE: 3.84 AC.
4. DEVELOPMENT AREA: 14,128 SQ. FT. AS A PERCENT OF SITE SPACE: 8.4%
5. PROPOSED BUILDING AREA: 4,000 SQ. FT. AS A PERCENT OF SITE SPACE: 2.4%
6. PARKING REQUIRED: 1 SPACE PER 300SF OF BUILDING
6. PARKING PROVIDED: 13 REG 1 HC
7. IMPERVIOUS AREA: 4,546 S.F. AS A PERCENT OF SITE: 2.7%
8. PROPOSED VEHICULAR USE AREA: 9,888 S.F. AS A PERCENT OF SITE: 5.9%
9. SETBACKS:
   FRONT: 25 FT
   REAR: 25 FT
   SIDE: 15 FT
10. BUILDING HEIGHT: ONE STORY
11. SITE UTILITIES:
    SEWER: SEPTIC TANK
    WATER: CITY OF SOPCHOPPY
12. STORMWATER: DEP STORMWATER PERMIT (SWALE EXCEPTION) WILL BE PROVIDED





NOTES:

1. BOUNDARY AND TOPOGRAPHICAL INFORMATION PROVIDED BY EDWIN G. BROWN & ASSOC. INC., DATED: 24 AUGUST 2004.
2. THE SUBJECT PROPERTY LIES IN ZONE "C" AS PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120315 0125 B INDEX DATE: 11-16-83, WAKULLA COUNTY, FLORIDA.
3. SOIL SURVEY INFORMATION: TYPE OTELA (7)

09/22/04

ANDRES E. KRAUL, PE # 47428

SHEET 2 OF 3

SITE PLAN/STORMWATER DETAILS FOR

CHARLES CORBIN

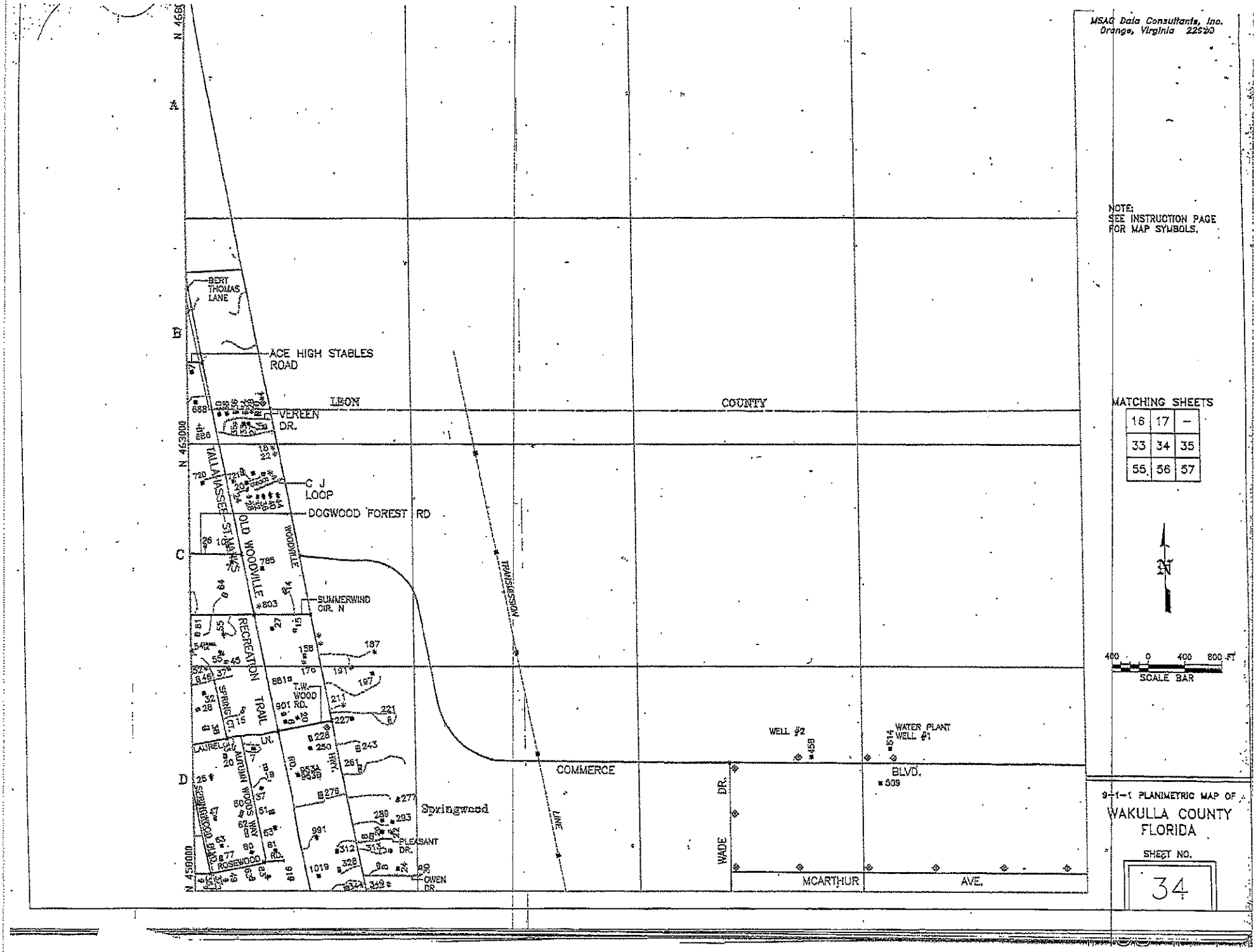
PREPARED BY

EDWIN G. BROWN AND ASSOCIATES, INC.

2313 CRAWFORDVILLE HWY. P.O. BOX 623 CRAWFORDVILLE, FL. 32327 (850) 926-3016

EDBAW P.E. No. 7624

DATE		DRAWN BY: MKS	CHECKED BY: AEK
REVISION		SCALE: AS NOTED	
		DATE: 14 SEPT 2004	
		JOB NUMBER	PSC#
		04-087	E25417


MSAG Data Consultants, Inc.
Orange, Virginia 22960
NOTE:
SEE INSTRUCTION PAGE
FOR MAP SYMBOLS.
MATCHING SHEETS
16 17 –
33 34 35
55 56 57
400 0 400 800 FT
SCALE BAR
9-1-1 PLANIMETRIC MAP OF
WAKULLA COUNTY
FLORIDA
SHEET NO.
34
N 465000
N 463000
N 459000
A
B
C
D
BERT THOMAS LANE
ACE HIGH STABLES ROAD
LEON COUNTY
VEREEN DR.
C J LOOP
DOGWOOD FOREST RD
TALLAHASSEE-ST. MARKS
OLD WOODVILLE
WOODVILLE
SUMMERWIND CIR. N
RECREATION TRAIL
T.W. WOOD RD.
SPRING CT.
LAUREL LN.
AUTUMN WOODS WAY
SPRINGWOOD BLVD.
ROSEWOOD
Springwood
PLEASANT DR.
OWEN DR.
TRANSMISSION LINE
COMMERCE BLVD.
WELL #2
WATER PLANT
WELL #1
WADE DR.
MCARTHUR AVE.

C

1-10-05

WAKULLA COUNTY COMMUNITY
DEVELOPMENT DEPARTMENT
DIVISIONS OF BUILDING INSPECTIONS
3095 CRAWFORDVILLE HWY. - PHONE 926-7636
CRAWFORDVILLE, FLORIDA 32327

Permit № 032917

WAKULLA COUNTY
BUILDING - ELECTRICAL MECHANICAL - PLUMBING
PERMIT

Date 1/10/05

Property Owner Corbin, Charles — Account # 33-2S-01E-000-01990-002

Owner Same — Applicant Craig Perez

Address 149 Rio Pag Cir — Address 208 Jim French Rd.

City Crawfordville — State FL — City Crawfordville — State FL

Zip 32327 — Phone # 933-8505 — Zip 32327 — Phone 251-4795 — Cont. # 002254

FAILURE TO COMPLY WITH THE MECHANIC'S LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENTS.

Permit to Court Comm. Bldg. on Vacant Parcel

Location 28 Woodville Hwy

Current Zoning CR — Parcel # 52 — Map 74 — Power Company? T ___ FP ✓

Flood Zone C — Map # 125C — Floodway? Yes ___ No ✓ — Map # 34

Subdivision ___ — Lot ___ — Block ___ — Acreage 3.84±

Building Width 50 — Length 80 — Height 23 — No. of Stories 1

Type Construction Metal — Type Foundation E-Mono

Mobile Home: New ___ Used ___ Serial # ___ — New Setup ___ Replacement ___

CONTRACTORS:

Mechanical Air Supply

Plumbing Fred Hulett

Electrical D. Morgan

Masonry Perez

Roofing Perez

REMARKS:

Basic	$ PAID 495390
Mechanical	$ Dep
Plumbing	$ Dep
Electrical	$ Dep
Building	$ 870.50
State Tax	$ 44.93
DW-911	$ 100.00
Impact Fee	$ 2,521.33
___	$ 0

Sq. Ft. Area 4493 — Est. Value 238,129.00 — TOTAL $ 3543.26

NOTICE

The issuance of a permit by the Wakulla County Building Department does not release the contractor or owner of the responsibility to conform to all code requirements, covenants, restrictions of record, State Law and County Ordinances pertaining thereto - permit void if work not started within 6 months or lapse of construction of 6 months - permit may be void for violation.

Signature ___ (Owner or Applicant) — Date ___

Approved By ___ — Date 1/10/05

RECEIPT	
AMOUNT	$ 3543.26
Cash	$ 0
Check	$ 3,543.26
Money Order	$ 0
M.O. #	CK # 2701

ATT #7.

WHITE FILE COPY

CANARY - TAX COLLECTOR COPY