

**AGENDA**  
**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**  
**GOVERNING BOARD MEETING AND PUBLIC HEARING**

**OPEN TO THE PUBLIC**

May 8, 2012  
9:00 a.m.

District Headquarters  
9225 CR 49  
Live Oak, Florida

1. Call to Order
2. Chairman Introductions
3. Roll Call
4. Additions, Deletions, or Changes to the Agenda
5. Action Items  
Approval of Agenda
6. Items Recommended on Consent
  - MS Page 1 – Approval of March Financial Report
  - WSRM Page 14 - Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties
7. Approval of Recommended Consent Items
8. Approval of Minutes – April 10, 2012 Governing Board Meeting and Workshop Minutes
9. Approval and Execution of Resolution 2012-11, Appreciation and Commendation for the Services of David Still
10. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
  - B. Cooperating Agencies and Organizations
  - C. Public Comment

**DEPARTMENT OF MISSION SUPPORT**  
**Melanie Roberts, Director**

Action Items

- MS Page 1 11. Approval of March Financial Report – **Recommended Consent**
- MS Page 5 12. Approval of Fiscal Year 2011 Financial Statements
- MS Page 6 13. Resolution 2012-08, Authorizing Sale of the 50-acre ± Black Surplus Land Parcel in Madison County to Coggins Acres, LLC
- MS Page 31 14. Resolution 2012-09, Authorizing Sale of the 30-acre ± Wolf Creek Surplus Land Parcel in Jefferson County to Brian S. Ballou
- MS Page 54 15. Resolution 2012-10, Authorizing Payment in Lieu of Taxes for Properties Acquired Through 2011

Informational Item

- MS Page 58 16. Activity Report, Mission Support
- MS Page 59 17. Activity Report, Real Estate

**DEPARTMENT OF WATER SUPPLY AND RESOURCE MANAGEMENT**  
**Jon Dinges, Director**

Action Items

- WSRM Page 1 18. Contract with Perpetual Contracting, Inc., for FY 2012 Chemical Application Services
- WSRM Page 4 19. Contract with Superior Timber & Land Management, LLC, for FY 2013 Tree Planting Services
- WSRM Page 6 20. Appointment of North Florida Regional Water Supply Partnership Stakeholder Committee Members
- WSRM Page 8 21. Agreement with St. Johns River Water Management District for Funding of the North Florida Regional Water Supply Partnership Stakeholder Committee Facilitator

- WSRM Page 12 22. Authorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Water Sampling and Chemistry Analysis Services
- WSRM Page 14 23. Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties – **Recommended Consent**
- WSRM Page 24 24. Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County
- WSRM Page 35 25. Approval of Water Use Permit Number 2-11-00040, Loncala Dairies, Gilchrist County
- WSRM Page 49 26. Approval of Water Use Permit Number 2-11-00041, Piedmont Farms, Inc., Gilchrist County
- WSRM Page 62 27. Approval of Water Use Permit Number 2-12-00029, Stagecoach Properties, Suwannee County

Informational Items

28. Water Supply and Resource Management Activity Reports
- WSRM Page 75 A. Water Supply
- WSRM Page 77 B. Water Resource Monitoring
- WSRM Page 78 C. Minimum Flows and Levels
- WSRM Page 81 D. Regulatory
- WSRM Page 85 E. Suwannee River Partnership
- WSRM Page 87 F. Land Management
- WSRM Page 91 G. Water Resource Projects Program
- WSRM Page 94 H. Compliance

**GOVERNING BOARD LEGAL COUNSEL**

**Tom Reeves**

Informational Items

- LC Page 1 29. Governing Board Counsel Monthly Report (to be provided prior to Governing Board meeting)

**EXECUTIVE OFFICE**

**Charles H. Houdier, III, Acting Executive Director**

Informational Items

30. Executive Director's Report

31. Executive Office Activity Report

32. Announcements

Unless otherwise noted, all meetings are at District Headquarters in Live Oak, Florida

May 8, 2012                    9:00 a.m. Board Meeting  
Workshop

June 12, 2012                9:00 a.m. Board Meeting  
Workshop

July 10, 2012                9:00 a.m. Board Meeting  
Workshop

August 14, 2012            9:00 a.m. Board Meeting  
Workshop

**\*\*Board Workshops immediately follow Board Meetings unless otherwise noted.**

33. Adjournment

The entire meeting of the Governing Board is a public hearing and will be governed accordingly. The Governing Board may take action on any item listed on the agenda. The Governing Board may make changes to the printed agenda only for good cause shown as determined by the Chairman and stated for the record. If any person decides to appeal any decision with respect to any action considered at the above referenced meeting and hearing, such person may need to ensure a verbatim record of the proceeding is made to include testimony and evidence upon which the appeal is made. Public attendance and participation at the District Governing Board Meetings are encouraged.

**AGENDA**  
**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**  
**GOVERNING BOARD WORKSHOP**

**OPEN TO THE PUBLIC**

May 8, 2012

Camp Weed – Young Conference Room  
11057 Camp Weed Place  
Live Oak, Florida

Items for Discussion (subject to change)

12:30 – 1:00 p.m.	Lower Santa Fe River MFL – John Good
1:00 – 1:30 p.m.	North Florida Regional Water Supply – Jon Dinges
1:30 – 1:45 p.m.	Break
1:45 – 2:00 p.m.	Metrics – Joe Flanagan
2:00 – 2:30 p.m.	Governor’s Office Consistencies – Joe Flanagan
2:30 – 3:00 p.m.	Budget & Staffing Analysis – Melanie Roberts / Charlie Houser
3:00 – 3:15 p.m.	Break
3:15 – 3:45 p.m.	Regulatory Consistency – Tim Sagul / Jon Dinges
3:45 – 4:15 p.m.	Statewide Consumptive Use Permitting – Tim Sagul
4:15 – 5:00 p.m.	General Discussion

SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
MINUTES OF  
GOVERNING BOARD MEETING AND PUBLIC HEARING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

9:00 a.m., Tuesday  
April 10, 2012

District Headquarters  
9225 CR 49  
Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X*	
At Large	Heath Davis		X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X**	
At Large	Guy N. Williams		X	

**\*Arrived during Agenda Item 9 – Presentation of Hydrologic Conditions**

**\*\*Arrived during Agenda Item 13 – Resolution of 2012-06 Requesting Authorization to Accept Donation of the John and Marthann Outland Conservation Easement, 5 Acres +/-, Jefferson and Madison Counties**

Governing Board General Counsel

<b>Name</b>	<b>Firm</b>	<b>Present</b>	<b>Not Present</b>
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	David Still		X
Assistant Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
Senior Professional Engineer	Megan Wetherington	X	
GB Coordinator – Paralegal	Linda Welch	X	

Guests:

Tim Sagul, SRWMD  
 Kevin Wright, SRWMD  
 Hugh Thomas, SRWMD  
 Vanessa Fultz, SRWMD  
 Carlos Herd, SRWMD  
 Brian Kauffman, SRWMD  
 Bob Heeke, SRWMD  
 Glenn Horvath, SRWMD  
 Lisa Cheshire, SRWMD  
 Cindy Johnson, SRWMD  
 Vern Roberts, SRWMD  
 Richard Rocco, SRWMD  
 John Good, SRWMD  
 Dan Buchanan, Florida Farm Bureau, Pinetta  
 Ray Hodge, Southeast Milk  
 Renate and Barney Cannon, Chiefland  
 Jeffrey Hill, El Rancho No Tengo, Lake City  
 Craig Varn, Manson Law Group, Tampa  
 Warren Zwanka, St. Johns River Water Management District, Palatka  
 Al Canepa, St. Johns River Water Management District, Palatka  
 Merrilee Malwitz-Jipson, Our Santa Fe River, Fort White  
 Cathy Street, Our Santa Fe River, Fort White  
 Annette Long, Save Our Suwannee, Chiefland  
 Donald Rich, Georgia Tech Foundation, Quitman, GA  
 Jeff Swan, FL Fish and Wildlife Conservation Commission, Live Oak, FL  
 Travis Hart, Office of Senator Charlie Dean, Tallahassee, FL

Stephen Rogers, GeoSolutions Inc., Gainesville  
Richard Maguire, Rogers Towers, Jacksonville  
Tim Williams, Williams Agricultural Enterprises, Ltd., Wellborn

The meeting was called to order at 9:00 a.m.

Agenda Item No. 4 - Additions, Deletions, or Changes to the Agenda.

Water Supply and Resource Management

**Addition:**

- Appointment of Mediation Representative Regarding *SRWMD v. Larry Sigers* Mediation Meeting May 10, 2012
- Approval of a Work Order in the Matter of *SRWMD v. Larry Sigers*
- Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County

Agenda Item No. 5 – Approval of Agenda.

DR. COLE MADE A MOTION TO ACCEPT THE AGENDA AS READ. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, DAVIS, JOHNS, QUINCEY, AND WILLIAMS.)

Agenda Item No. 6 – Consent Agenda.

- Agenda Item 10 - Approval of the February Financial Report
- Agenda Item 27 – Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties
- Agenda Item 28 – Extension of Temporary Water Use Permit Number 2-11-00040, Loncala Dairies, Gilchrist County
- Agenda Item 29 – Extension of Temporary Water Use Permit Number 2-11-00041, Piedmont Farms, Inc., Gilchrist County

Agenda Item No. 7 – Approval of Recommended Consent Items.

MR. DAVIS MADE A MOTION TO ACCEPT THE CONSENT AGENDA AND THE MARCH 13, 2012 GOVERNING BOARD MEETING AND WORKSHOP MINUTES AND MARCH 26, 2012 INTERMEDIATE MEETING MINUTES AS READ. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING

BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, CURTIS, DAVIS, JOHNS, QUINCEY, AND WILLIAMS.)

Agenda Item No. 8 – Approval of Minutes – March 13, 2012 Governing Board Meeting and Workshop Minutes and March 26, 2012 Intermediate Meeting Minutes.  
The March 13, 2012 Governing Board Meeting and Workshop Minutes and March 26, 2012 Intermediate Meeting Minutes were approved under Agenda Item No. 7.

Agenda Item No. 9–Items of General Interest for Information/Cooperating Agencies and Organizations.

- A. Megan Wetherington gave a presentation of hydrologic conditions of the District.  
Mr. Alexander arrived during this presentation.
- B. Cooperating Agencies and Organizations
  - 1. Al Canepa, with the St. Johns River Water Management District gave a presentation to the Governing Board regarding a pilot study for aquifer recharge.
- C. Public Comment
  - 1. Ms. Annette Long addressed the Governing Board regarding water shortage, minimum flows and levels, and water use monitoring.

## **DEPARTMENT OF MISSION SUPPORT**

Agenda Item No. 10 – Approval of February Financial Report. Approved on consent.

Agenda Item No. 11 – Approval of Governing Board Directive No. 12-0001 – Procedures for Implementation of the Education Reimbursement Program and Authorization to Terminate and Close Out Prior Education Reimbursement Program. Melanie Roberts, Department Director, presented the staff recommendation that the Governing Board approve Governing Board Directive No. 12-0001 to provide procedures for implementation of a new Education Reimbursement Program for District staff, and approve expenditures up to \$11,500 in reimbursement payments to close out prior Education Reimbursement Program, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE GOVERNING BOARD DIRECTIVE NO. 12-0001 TO PROVIDE PROCEDURES FOR IMPLEMENTATION OF A NEW EDUCATION REIMBURSEMENT PROGRAM FOR DISTRICT STAFF, AND APPROVE EXPENDITURES UP TO \$11,500 IN REIMBURSEMENT PAYMENTS

TO CLOSE OUT PRIOR EDUCATION REIMBURSEMENT PROGRAM, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, QUINCEY, AND WILLIAMS.)

Agenda Item No. 12 – Approval of Governing Board Directive No. 12-0002 – Procedures for Implementation of Fraud Prevention Process. Ms. Roberts, presented the staff recommendation that the Governing Board approve Governing Board Directive No. 12-0002 to provide procedures for implementation of a fraud prevention process, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE GOVERNING BOARD DIRECTIVE NO. 12-0002 TO PROVIDE PROCEDURES FOR IMPLEMENTATION OF A FRAUD PREVENTION PROCESS, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, QUINCEY, AND WILLIAMS.)

Agenda Item No. 13 – Resolution 2012-06 Requesting Authorization to Accept Donation of the John and Marthann Outland Conservation Easement, 5 Acres +/-, Jefferson and Madison Counties. Ms. Roberts presented the staff recommendation that the Governing Board approve and authorize acceptance of donation of a conservation easement on the John and Marthann Outland property, as shown in the Board materials.

Mr. Meece arrived during this agenda item.

MR. CURTIS MADE A MOTION TO APPROVE AND AUTHORIZE ACCEPTANCE OF DONATION OF A CONSERVATION EASEMENT ON THE JOHN AND MARTHANN OUTLAND PROPERTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 14 – Detailed Assessment of the George and Sharon Nyman/Suwannee River Oaks Parcel in Gilchrist County. Ms. Roberts presented the staff recommendation for Governing Board authorization for staff to conduct a

detailed assessment for a perpetual conservation easement of the 311-acre ± Suwannee River Oaks Tract in Gilchrist County owned by George and Sharon Nyman, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE STAFF TO CONDUCT A DETAILED ASSESSMENT FOR A PERPETUAL CONSERVATION EASEMENT OF THE 311-ACRE ± SUWANNEE RIVER OAKS TRACT IN GILCHRIST COUNTY OWNED BY GEORGE AND SHARON NYMAN, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS. MEMBERS VOTING AGAINST: BROWN.)

Agenda Item No. 15 – Detailed Assessment of the J. T. Bridges/Azure Properties, LLC, Property in Hamilton County. Ms. Roberts presented the staff recommendation for Governing Board authorization for staff to commence detailed assessment and negotiations for the fee purchase of the 220-acre ± J. T. Bridges/Azure Properties, LLC Parcel on the Suwannee River in Hamilton County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE STAFF TO COMMENCE DETAILED ASSESSMENT AND NEGOTIATIONS FOR THE FEE PURCHASE OF THE 220-ACRE ± J. T. BRIDGES/AZURE PROPERTIES, LLC PARCEL ON THE SUWANNEE RIVER IN HAMILTON COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS. MEMBERS VOTING AGAINST: BROWN.)

Agenda Item No. 16 –Activity Report, Mission Support. The Activity Report for the Department of Mission Support was provided as an informational item in the Board materials.

Agenda Item No. 17 – Activity Report, Real Estate. The Activity Report for Real Estate was provided as an informational item in the Board materials.

## **DEPARTMENT OF WATER SUPPLY AND RESOURCE MANAGEMENT**

Agenda Item No. 18 – Black Tract #4 License to Cut Timber. Bob Heeke, Program Leader, presented the staff recommendation that the Governing Board authorize the

Executive Director to execute a license to cut timber with Harley Forest Products, LLC, for the Black Tract #4 Timber Sale, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A LICENSE TO CUT TIMBER WITH HARLEY FOREST PRODUCTS, LLC, FOR THE BLACK TRACT #4 TIMBER SALE, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 19 – Steinhatchee Springs #10 License to Cut Timber. Mr. Heeke presented the staff recommendation that the Governing Board authorize the Executive Director to execute a license to cut timber with Harley Forest Products, LLC, for the Steinhatchee Springs #10 Timber Sale, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A LICENSE TO CUT TIMBER WITH HARLEY FOREST PRODUCTS, LLC, FOR THE STEINHATCHEE SPRINGS #10 TIMBER SALE, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 20 – Contract with Florida Forest Service/Andrews Nursery for Longleaf Seedling Production. Mr. Heeke presented the staff recommendation that the Governing Board authorize the Executive Director to execute a contract with Florida Forest Service, Andrews Nursery for containerized longleaf pine seedlings for a cost not to exceed \$80,000, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH FLORIDA FOREST SERVICE, ANDREWS NURSERY FOR CONTAINERIZED LONGLEAF PINE SEEDINGS FOR A COST NOT TO EXCEED \$80,000, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 21 – Contract with The Forestry Company for Mechanical Vegetation Management. Mr. Heeke presented the staff recommendation that the Governing Board authorize the Executive Director to negotiate and execute a contract with The Forestry Company for an amount not to exceed \$54,600 for mechanical vegetation management, as shown in the Board materials.

Mr. Alexander and Mr. Curtis stated a possible conflict of interest and abstained from voting on Agenda Item 21 – Contract with The Forestry Company for Mechanical Vegetation Management, and both signed a conflict of interest form. These forms are hereby made a part of the permanent files of the District.

MR. MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATION AND EXECUTE A CONTRACT WITH THE FORESTRY COMPANY FOR AN AMOUNT NOT TO EXCEED \$54,600 FOR MECHANICAL VEGETATION MANAGEMENT, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS. MEMBERS NOT VOTING: ALEXANDER AND CURTIS.)

Agenda Item No. 22 – Chemical Application Services, Non-native, Invasive Weed Control at the Tyree and Lake Rowell Tracts. Mr. Heeke presented the staff recommendation that the Governing Board authorize the Executive Director to execute a contract with Edko, LLC, for chemical herbicide control of non-native, invasive weeds at the Tyree and Lake Rowell Tracts for an amount not to exceed \$14,000, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH EDKO, LLC, FOR CHEMICAL HERBICIDE CONTROL OF NON-NATIVE, INVASIVE WEEDS AT THE TYREE AND LAKE ROWELL TRACTS FOR AN AMOUNT NOT TO EXCEED \$14,000, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 23 – Chemical Application Services, Non-native, Invasive Weed Control at the Santa Fe Swamp Tract. Mr. Heeke presented the staff recommendation that the Governing Board authorize the Executive Director to execute a contract with Woods and Wetlands, Inc., for chemical herbicide control of

non-native, invasive weeds at the Santa Fe Swamp Tract for an amount not to exceed \$21,800, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH WOODS AND WETLANDS, INC., FOR CHEMICAL HERBICIDE CONTROL OF NON-NATIVE, INVASIVE WEEDS AT THE SANTA FE SWAMP TRACT FOR AN AMOUNT NOT TO EXCEED \$21,800, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 24 – Authorization to Increase Expenditure Authority for Master Contracts with Selected Minimum Flows and Levels Consultants. Carlos Herd, Program Leader, presented the staff recommendation that the Governing Board authorize the Executive Director to expend an additional amount not to exceed \$500,000 with selected minimum flows and levels (MFL) consultants for a total amount not to exceed \$1,700,000 to provide technical assistance in the development of MFLs on an as-needed, when-needed basis, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXPEND AN ADDITIONAL AMOUNT NOT TO EXCEED \$500,000 WITH SELECTED MINIMUM FLOWS AND LEVELS (MFL) CONSULTANTS FOR A TOTAL AMOUNT NOT TO EXCEED \$1,700,000 TO PROVIDE TECHNICAL ASSISTANCE IN THE DEVELOPMENT OF MFLS ON AN AS-NEEDED, WHEN-NEEDED BASIS, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. MEECE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 25 – Suwannee River Partnership (SRP) FY 2012 Suwannee Farms Nitrogen and Phosphorous Budget Project Funding Request, Contract Number 09/10-060. Hugh Thomas, Program Leader, presented the staff recommendation that the Governing Board authorize the Executive Director to amend the FY 2011 contract with the Florida Department of Agriculture & Consumer Services (FDACS) to continue the Suwannee Farms Nitrogen and Phosphorous evaluation project, as shown in the Board materials. This will be the third and final year of this project. The amendment will allow for up to an additional \$15,000

contribution to the project in conjunction with the other partners (FDACS, FDEP, UF-IFAS, and the farm) to fund the project.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE FY 2011 CONTRACT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES (FDACS) TO CONTINUE THE SUWANNEE FARMS NITROGEN AND PHOSPHOROUS EVALUATION PROJECT, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 26 – Rulemaking for 40B-2.301, Florida Administrative Code. Tim Sagul, Program Leader, presented the staff recommendation that the Governing Board authorize staff to publish a notice of proposed rule for section 40B-2.301, F.A.C., and file 40B-2.301, F.A.C., with the Department of State if no objections or comments are received, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE STAFF TO PUBLISH A NOTICE OF PROPOSED RULE FOR SECTION 40B-2.301, F.A.C., AND FILE 40B-2.301, F.A.C., WITH THE DEPARTMENT OF STATE IF NO OBJECTIONS OR COMMENTS ARE RECEIVED, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 27 – Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties. This item was approved on consent.

Agenda Item No. 28 – Extension of Temporary Water Use Permit Number 2-11-00040, Loncala Dairies, Gilchrist County. This item was approved on consent.

Agenda Item No. 29 - Extension of Temporary Water Use Permit Number 2-11-00041, Piedmont Farms, Inc., Gilchrist County. This item was approved on consent.

Supplemental Agenda Item – Appointment of Mediation Representative Regarding SRWMD v. Larry Sigers Mediation Meeting May 10, 2012. Mr. Sagul presented the

staff recommendation that the Governing Board authorize the Executive Director or his designee to represent the District at mediation with said individual having negotiating authority with outcome of mediation to be considered by the Governing Board at their next regularly scheduled meeting, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO REPRESENT THE DISTRICT AT MEDIATION WITH SAID INDIVIDUAL HAVING NEGOTIATING AUTHORITY WITH OUTCOME OF MEDIATION TO BE CONSIDERED BY THE GOVERNING BOARD AT THEIR NEXT REGULARLY SCHEDULED MEETING, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION PASSED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item – Approval of a Work Order in the Matter of *SRWMD v. Larry Sigers*. Mr. Sagul presented the staff recommendation that the Governing Board approve a work order for legal expenditures in the matter of the *District v. Larry Sigers* for an amount not to exceed \$7,500, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE A WORK ORDER FOR LEGAL EXPENDITURES IN THE MATTER OF THE *DISTRICT V. LARRY SIGERS* FOR AN AMOUNT NOT TO EXCEED \$7,500, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION PASSED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item – Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board extend Temporary Water Use Permit number 2-11-00063 until May 9, 2012, with seventeen standard conditions and six special limiting conditions to Richard Douglas and Joshua Moore in Gilchrist County, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO EXTEND TEMPORARY WATER USE PERMIT NUMBER 2-11-00063 UNTIL MAY 9, 2012, WITH SEVENTEEN STANDARD CONDITIONS AND SIX SPECIAL LIMITING CONDITIONS TO RICHARD DOUGLAS AND JOSHUA MOORE IN GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON

VOTE OF THE GOVERNING BOARD, THE MOTION PASSED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS. MEMBERS VOTING AGAINST: CURTIS.)

Agenda Item No. 30 - Activity Reports. The Water Supply, Water Resource Monitoring, Minimum Flows and Levels, Regulatory, Suwannee River Partnership, Land Management, and Water Resource Projects Activity Reports and Compliance Report were provided as informational items in the Board materials.

### **GOVERNING BOARD LEGAL COUNSEL**

Agenda Item No. 31 – Governing Board Counsel Monthly Report. The Governing Board Counsel Monthly Report was provided as an informational item in the Board materials.

### **EXECUTIVE OFFICE**

Agenda Item No. 32 - Executive Director's Report.  
None.

Agenda Item No. 33 - Executive Office Activity Report. The Executive Office Activity Report was provided as an informational item in the Board materials.

The meeting adjourned at 11:29 a.m.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_

SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
MINUTES OF  
GOVERNING BOARD WORKSHOP

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

12:16 p.m., Tuesday  
April 10, 2012

District Headquarters  
9225 CR 49  
Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Heath Davis		X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams			X

Governing Board General Counsel

<b>Name</b>	<b>Firm</b>	<b>Present</b>	<b>Not Present</b>
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	David Still		X
Assistant Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
GB Coordinator – Paralegal	Linda Welch	X	

Guests:

Vanessa Fultz, SRWMD  
Cindy Johnson, SRWMD  
Hugh Thomas, SRWMD  
Tim Sagul, SRWMD  
John Good, SRWMD  
Bob Heeke, SRWMD  
Glenn Horvath, SRWMD  
Carlos Herd, SRWMD  
Brian Kauffman, SRWMD  
Megan Wetherington, SRWMD  
Joel Love, SRWMD  
Kevin Wright, SRWMD  
Jerry Bowden, SRWMD  
Renate and Barney Cannon, Chiefland  
Craig Varn, Manson Law Group, Tampa  
Dan Buchanan, Florida Farm Bureau, Pinetta  
Ray Hodge, Southeast Milk  
Travis Hart, Office of Senator Charlie Dean, Tallahassee, FL  
Merrilee Malwitz-Jipson, Our Santa Fe River, Fort White  
Annette Long, Save Our Suwannee, Chiefland  
Al Canepa, St. Johns River Water Management District, Palatka  
Tim Williams, Williams Agricultural Enterprises, Ltd., Wellborn

John Good gave a presentation regarding minimum flows and levels.

Dr. Cole gave a presentation regarding LiDAR side-viewing, and discussed the possibility of using this tool for surveying river points.

Tim Sagul addressed the Board regarding water shortage update and dry well/emergency well permits issued.

Mr. Meece discussed water use data and projections with the Board.

Jon Dinges gave an update of the status of agricultural water use reporting and monitoring.

Kevin Wright gave a presentation regarding simultaneous processing of water use and water well permits.

Mr. Quincey discussed how directives should be brought to the Governing Board.

Mr. Curtis discussed aquifer replenishment and suggested funding ideas for such.

The workshop adjourned at 3:48 p.m.

Suwannee River Water Management District

Governing Board Materials

## Mission Support

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Mission Support

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board  
FROM: Melanie Roberts, Director of Mission Support  
DATE: April 19, 2012  
RE: Approval of March 2012 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the March 2012 Financial Report and confirm the expenditures of the District.**

BACKGROUND

Chapter 373.553(1), F.S., authorizes the delegation of authority by the Governing Board to the Executive Director to disburse District funds, providing certification is made to the Board at the next regular meeting that such disbursement is proper, in order, and within budgetary limits. In compliance with the statutory provisions in Chapter 373, the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report in the manner presented.

<b>Non-Operating Budget</b>	
Acquisition	\$7,207,820
Future Contractual	\$7,304,408
R. O. Ranch Reserves	\$3,810,000
Land Management Reserves	\$5,000,000
Operating Reserves	\$2,760,000
<b>Total</b>	<b>\$26,082,228</b>
<b>Operating Budget</b>	<b>\$21,307,361</b>
<b>Total FY 2012 Budget</b>	<b>\$47,389,589</b>
<b>Total FY 2012 Expenditures</b>	<b>\$5,160,616</b>
<b>Percent of Operating Budget</b>	<b>24%</b>

If you have any questions about this recommendation or if you would like any further information regarding the District's financial transactions, please contact me.

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT  
THROUGH 3/31/12

Water Supply & Resource Management

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$3,183,888	\$1,393,422	44%	\$1,790,466
540 Other Personal Services	148,000	37,878	26%	110,122
580 Legal Services	153,200	49,376	32%	103,824
585 Audit Services	0	1,000	n/a	-1,000
586 Contractual Services	17,750,747	1,450,484	8%	16,300,263
590 Pmt. in Lieu of Taxes	365,000	0	0%	365,000
605 Printing & Binding	13,400	933	7%	12,467
606 Publication of Notices	16,600	908	5%	15,692
621 Meetings	4,700	0	0%	4,700
622 Registrations & Training	35,850	5,254	15%	30,596
626 Travel Expenses	32,500	1,943	6%	30,557
627 Utilities	10,000	1,258	13%	8,742
628 Communications	0	549	n/a	-549
631 Equipment Maintenance	9,400	391	4%	9,009
690 Other Contractual Services	8,400	42	1%	8,358
701 Field Supplies	714,900	315,491	44%	399,409
703 Computer Supplies	5,350	110	2%	5,240
705 Maps & Aerials	1,500	0	0%	1,500
706 Books & Documents	3,200	47	1%	3,153
715 Photographic Supplies	1,850	0	0%	1,850
740 Office Support Equipment	5,100	184	4%	4,916
790 Other Commodities	2,400	0	0%	2,400
801 Computer Software	8,700	1,595	18%	7,105
802 Equipment Rental	5,750	2,428	42%	3,322
809 Fees & Permits	16,000	123	1%	15,877
850 Overhead Allocation	n/a	733,375	n/a	-733,375
903 Office Equipment	3,000	0	0%	3,000
905 Mobile Equipment	24,000	0	0%	24,000
906 Computer Equipment	8,000	0	0%	8,000
907 Lab & Field Equipment	31,000	0	0%	31,000
930 Interagency Expenditures	1,444,300	198,665	14%	1,245,635
960 Reserves	8,810,000	0	0%	8,810,000
<b>TOTAL</b>	<b>\$32,816,735</b>	<b>\$4,195,456</b>	<b>13%</b>	<b>\$28,621,279</b>

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT  
THROUGH 3/31/12

Executive Office

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$489,133	\$262,539	54%	\$226,594
580 Legal Services	55,000	25,028	46%	29,972
586 Contractual Services	28,000	8,476	30%	19,524
605 Printing & Binding	1,000	0	0%	1,000
621 Meetings	500	0	0%	500
622 Registrations & Training	6,525	1,450	22%	5,075
626 Travel Expenses	27,750	12,077	44%	15,673
650 Promotions	13,500	4,106	30%	9,394
706 Books & Documents	2,000	793	40%	1,207
715 Photographic Supplies	350	120	34%	230
850 Overhead Allocation	n/a	77,187	n/a	-77,187
930 Interagency Expenditures	5,000	2,250	45%	2,750
960 Reserves	2,760,000	0	0%	2,760,000
<b>TOTAL</b>	<b>\$3,388,758</b>	<b>\$394,026</b>	<b>12%</b>	<b>\$2,994,732</b>

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT  
THROUGH 3/31/12

Mission Support

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$1,863,076	\$785,891	42%	\$1,077,185
564 Property Appraiser	210,000	75,831	36%	134,169
579 Tax Collector	125,000	67,148	54%	57,852
580 Legal Services	46,800	17,203	37%	29,597
585 Audit Services	35,000	28,604	82%	6,396
586 Contractual Services	605,500	87,294	14%	518,206
605 Printing & Binding	25,500	95	0%	25,405
606 Publication of Notices	15,000	964	6%	14,036
607 Postage	25,000	7,064	28%	17,936
621 Meetings	1,000	0	0%	1,000
622 Registrations & Training	38,000	9,264	24%	28,736
626 Travel Expenses	24,000	5,040	21%	18,960
627 Utilities	70,000	20,863	30%	49,137
628 Communications	150,000	61,529	41%	88,471
629 Facilities Maintenance	75,000	16,933	23%	58,067
630 Vehicle Maintenance	75,000	27,769	37%	47,231
631 Equipment Maintenance	27,000	3,689	14%	23,311
690 Other Contractual Services	2,500	22	1%	2,478
701 Field Supplies	10,000	926	9%	9,074
702 Office Supplies	41,000	13,576	33%	27,424
703 Computer Supplies	26,000	8,706	33%	17,294
704 Fuel & Lubricants	70,000	30,419	43%	39,581
705 Maps & Aerials	2,000	0	0%	2,000
706 Books & Documents	7,600	237	3%	7,363
740 Office Support Equipment	6,000	2,007	33%	3,993
790 Other Commodities	3,000	459	15%	2,541
801 Computer Software	86,800	4,797	6%	82,003
802 Equipment Rental	50,000	23,386	47%	26,614
804 Workers Comp. Insurance	25,000	11,116	44%	13,884
805 Property & Casualty Insurance	60,000	48,969	82%	11,031
809 Fees & Permits	500	175	35%	325
850 Overhead Allocation	n/a	406,150	n/a	-406,150
850 Overhead Allocation Credits	n/a	-1,216,712	n/a	1,216,712
903 Office Equipment	17,000	0	0%	17,000
906 Computer Equipment	110,000	19,745	18%	90,255
907 Lab & Field Equipment	25,000	1,975	8%	23,025
920 Land Acquisition	7,207,820	0	0%	7,207,820
930 Interagency Expenditures	23,000	0	0%	23,000
<b>TOTAL</b>	<b>\$11,184,096</b>	<b>\$571,134</b>	<b>5%</b>	<b>\$10,612,962</b>
<b>DISTRICT TOTAL</b>	<b>\$47,389,589</b>	<b>\$5,160,616</b>	<b>11%</b>	<b>\$42,228,973</b>

## MEMORANDUM

TO: Governing Board  
FROM: Vern Roberts, Accounting Coordinator  
DATE: April 13, 2012  
RE: Fiscal Year 2011 Annual Audit Report

### RECOMMENDATION

**Staff recommends that the Governing Board accept the Fiscal Year 2011 Annual Audit Report.**

### BACKGROUND

In an effort to provide a high level of accountability regarding the expenditure of public funds, the District, in cooperation with the District's external auditors, James Moore & Company, has prepared the District's Annual Audit Report for fiscal year ending September 30, 2011. This report:

1. contains the District's financial statements and accompanying notes and schedules;
2. reflects financial activities for Fiscal Year 2011; and,
3. contains the Auditor's opinion regarding the fairness of the Financial Statements.

Staff has asked Mr. Bob Powell of James Moore and Company to attend the May 2012 Governing Board meeting and present an overview of the Annual Audit Report to the Governing Board.

If you have any questions regarding this recommendation or would like to discuss this issue further, please feel free to contact me.

VR/lgw

## MEMORANDUM

TO: Governing Board  
FROM: Terry E. Demott, Senior Land Resource Coordinator  
DATE: April 19, 2012  
RE: Resolution 2012-08, Authorizing Sale of the 50-acre ± Black Surplus Land Parcel in Madison County to Coggins Acres, LLC

### RECOMMENDATION

**Staff recommends approval and execution of Resolution 2012-08 authorizing the sale of the Black surplus land parcel in Madison County to Coggins Acres, LLC.**

### BACKGROUND

In November 2011 the District Governing Board declared the 50-acre Black Tract located in Madison County as surplus property and subsequently directed staff to contact Kevin Coggins of Lake Park, Georgia concerning purchase of the property.

Mr. Coggins has agreed to pay the District \$1,850 per acre for an estimated total of \$92,500. Members of the Surplus Land Committee recommended acceptance of the offer contingent upon full Governing Board approval.

The parcel was appraised in December 2011 and reappraised to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract exceeds the appraised value. No state agency expressed interest to own, manage or continue managing the property. A notice of intent to sell will be advertised in a local Madison County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District Counsel will prepare deeds and close the conveyance of property to Coggins Acres, LLC by August 6, 2012.

gal  
Black Tract Surplus 008-531

**SRWMD**  
**SURPLUS PARCEL ASSESSMENT**

TRACT: Black

COUNTY: Madison

ACREAGE: 50 acres ±

TRACT DESCRIPTION: The Black parcel is currently managed by the Florida Forest Service as part of Twin Rivers State Forest. It contains merchantable timber that will be harvested prior to sale.

PARENT TRACT: Bought in August 1991 from Marcliff Suwannee Properties, Inc., the 657-acre parent tract was an acquisition that contained frontage along Suwannee River and associated floodplain and wetlands. This proposal represents approximately 8% of the parent tract.

ACCESS: The property has frontage along Madison County graded Southeast River Road and Southeast Plantation Street.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: The tract is recommended to be sold outright.

**RESOURCE REVIEW**

- (a) Water Resources:
  - Recharge: 90% (45 acres)
  - Springs Protection: 0% (0 acres)
  - Surface Water Protection: 0% (0 acres)
  - 100-year Floodplain: 4% (2 acres)
  
- (b) Management Efficiency: The proposal may require the Florida Forest Service to establish new fire lines along the power line. However, since the power line is periodically cleared, the cost would be minimal.

- (c) Public Use: This site is part of the Twin Rivers Wildlife Management Area with some hunting allowed. It is also subject to other recreational uses typically allowed on State Forest property.
- (d) Archaeological, Historical or Ecological Records: No records were found indicating archaeological, historical or ecological significance.
- (e) Linkage: This parcel is on the west edge of the parent tract and on the west side of a county road. The presence of a District monitoring well was noted and the property containing the well will be retained.
- (f) Adverse Impact to Future Management: Staff has notified buyer that the property is adjacent to public lands managed with prescribed fire.
- (g) Other Public Land Managers: Public managers were notified of this surplus action.
- (h) Preservation 2000: Disposition of these lands will comply with the requirements of Section 259.101(6), F.S.

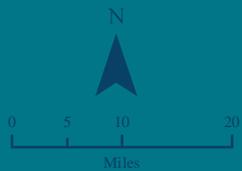
ANALYSIS: The 50 acres ± of the Black Parcel have been considered by the Surplus Lands Committee and declared surplus by the full Governing Board.

# Surplus Lands Black Tract Madison County, Florida

 SRWMD Boundary  
 Project Location



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.

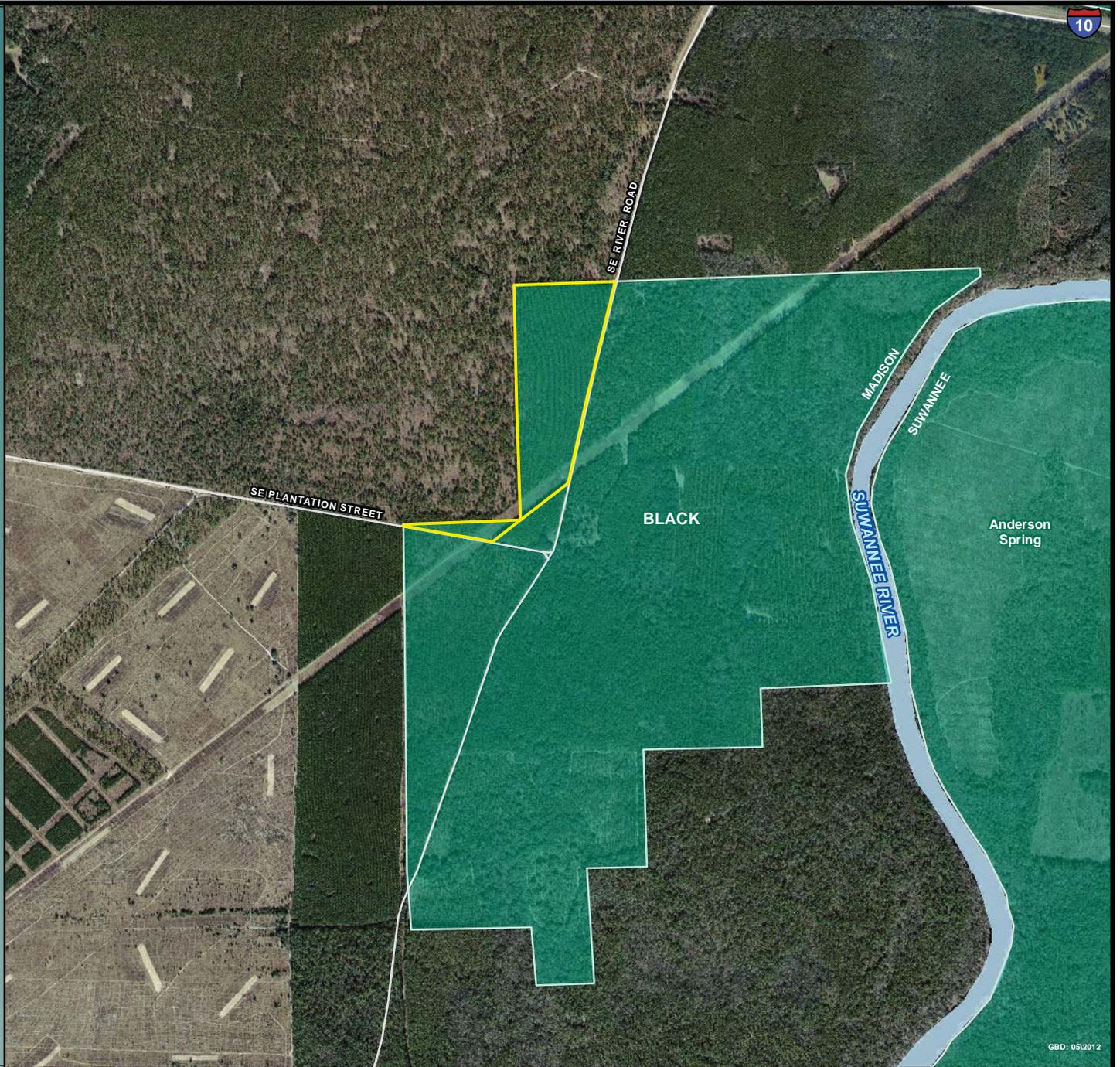


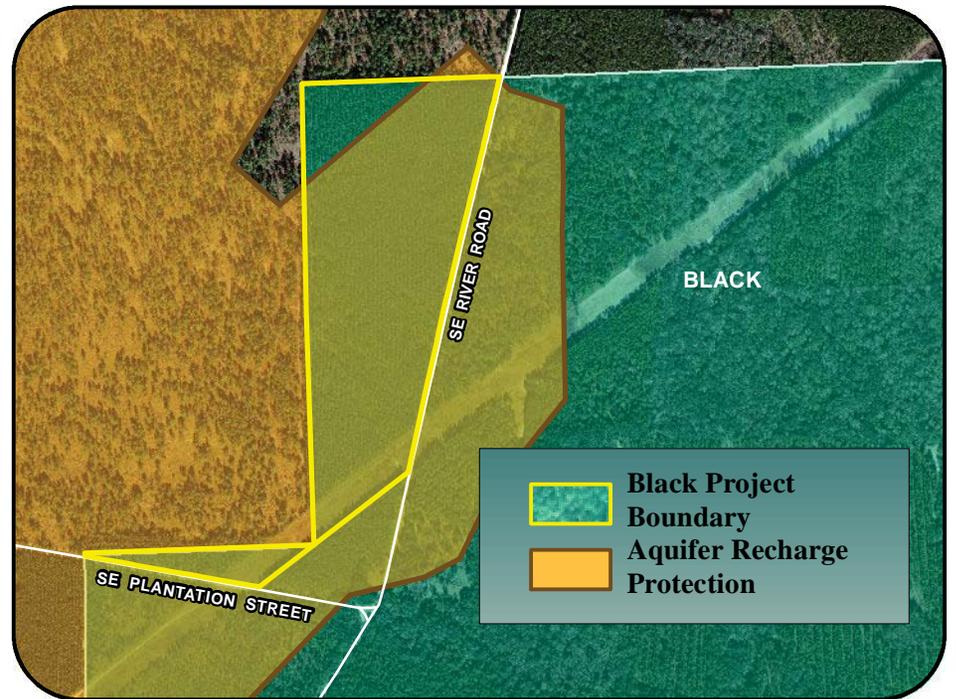
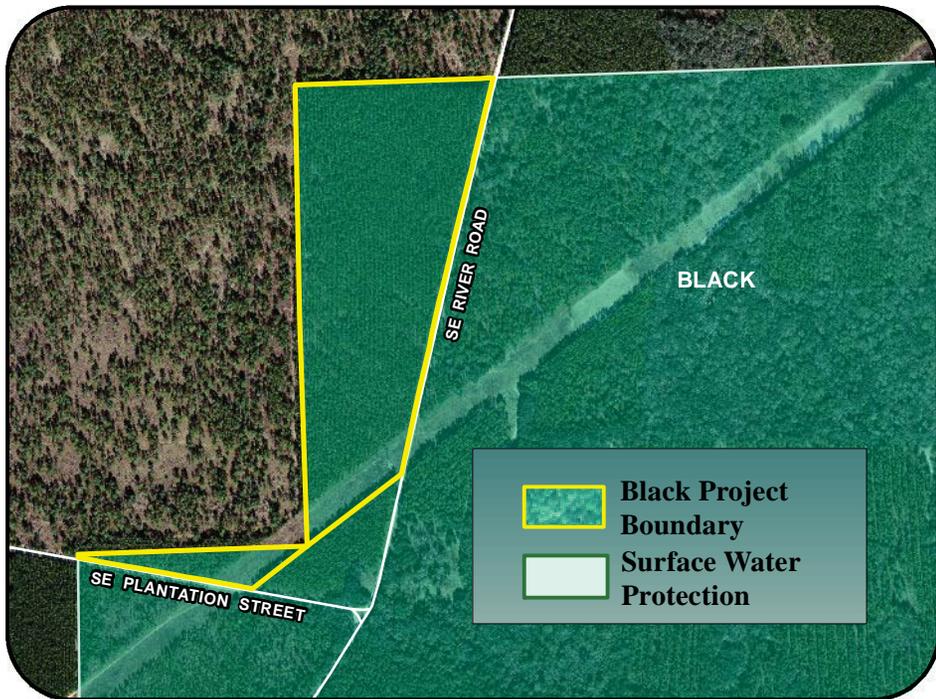
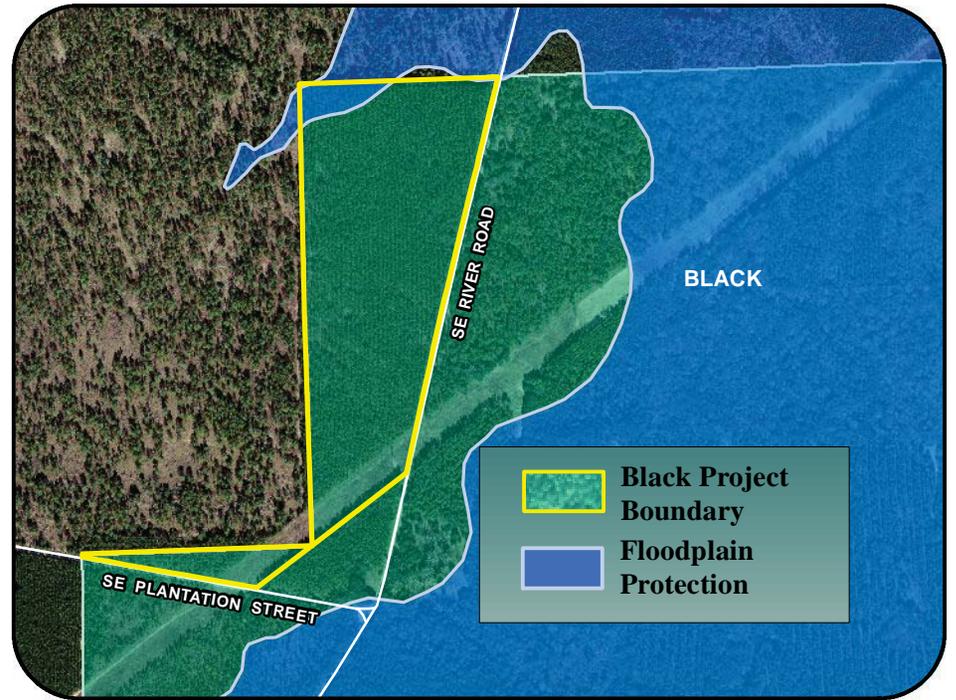
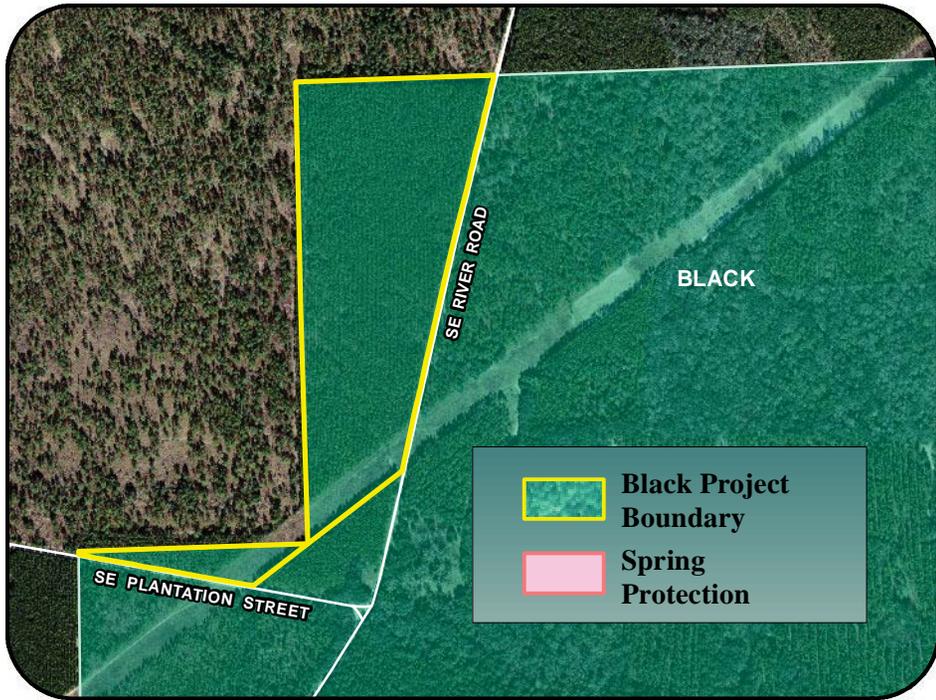
**Surplus Lands  
Black Tract  
Madison County  
Florida**

-  **Black Tract = 50 Acres**
-  **SRWMD Lands**



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (L.A.&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information please contact the SRWMD at 1-386-362-1001. Madison 2010 NC 1FT Imagery.





SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-08

RESOLUTION OF THE SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT APPROVING A  
CONTRACT FOR SALE OF SURPLUS DISTRICT  
LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:

A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.

B. The selling price set out in the CONTRACT is the highest price obtainable.

C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by W. E. Carlton, III, MAI, SRA of Carlton Appraisal Company File No. 008-00531 and is dated December 20, 2011. An updated appraisal to comply with statutory requirements shall be completed by closing date.

D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.

4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:

A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.

B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:

i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.

ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or

additional certified appraisal.

iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 8<sup>TH</sup> DAY OF MAY, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

---

**MEMBERS OF THE BOARD:**

**DON QUINCEY, CHAIRMAN  
ALPHONAS ALEXANDER, VICE CHAIRMAN  
RAY CURTIS, SECRETARY/TREASURER  
KEVIN W. BROWN  
GEORGE M. COLE  
HEATH DAVIS  
VIRGINIA H. JOHNS  
CARL E. MEECE  
GUY N. WILLIAMS**

**ATTEST:**

---

**CONTRACT FOR SALE OF REAL PROPERTY**  
(DISTRICT Selling to Private Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the BUYER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged; the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

*BUYER* shall mean COGGINS ACRES, LLC, a Florida Limited Liability Company, 2086 J. Frank Culpepper Road, Lake Park, Georgia 31636.

*PURCHASE PRICE* shall mean the product of the SURVEYED ACRES multiplied by \$1,850.00 per acre.

*BINDER* shall mean the total sum of \$ 500.00.

*REALTORS* shall mean the realtor(s) and/or broker(s) listed below. The REALTORS shall be paid a commission as listed below by the party designated below.

<u>REALTOR</u>	<u>COMMISSION</u>	<u>PARTY PAYING COMMISSION</u>
None	Not Applicable	Not Applicable

*CLOSING AGENT* shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties herein shall continue to act as the attorney for the DISTRICT and not the BUYER regarding this transaction.

*CLOSING DATE* shall mean the date the closing of this transaction shall occur.

*CONTRACT* shall mean this "Contract for Sale of Real Property".

*DISTRICT* shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

*EFFECTIVE DATE* shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

*PROPERTY* shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

*SURVEY* shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

*SURVEYED ACRES* shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

*TITLE COMMITMENT* shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY**: The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE**: The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER**: The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES**: The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance

- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- Costs of the SURVEY
- DISTRICT's attorneys' fees

BUYER shall pay for:

- Charges to record the deed of conveyance
- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years
- BUYER's attorneys' fees

6. **CLOSING**: The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
  
7. **CONVEYANCE**: The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
  
8. **TITLE EVIDENCE**: No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a)

accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

9. **SURVEY**: No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

10. **ENVIRONMENTAL MATTERS**:

- 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the

BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
- 13.1 For a default raised prior to the closing of this transaction:
- 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.

- 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
- 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy; (2) the surveyor who prepared the SURVEY; and (3) the entity who prepared the BUYER's environmental audit, if any.
14. **REALTORS**: Each party represents to the other party that no realtor or broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor or broker was involved in this transaction.
15. **BINDING EFFECT**: This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING**: DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS**: In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either:  
(a) accepting the condition of the PROPERTY and closing this transaction

according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:

- 18.1 The condition of title to the PROPERTY;
- 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
- 18.4 The environmental condition of the PROPERTY;
- 18.5 The amount and value of the timber on the PROPERTY, if any;
- 18.6 The fitness of the PROPERTY for any particular use;
- 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT,

and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

20. **ASSIGNABILITY**: The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE**: Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE**: The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY**: Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW**: This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE**: The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION**: The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be

the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.

27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being

granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.

34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

#### COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX  
DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this 27 day of March, 2012 by  
DISTRICT, the Executive Director of the SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT, a Florida water management district created pursuant  
to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: Charles Houdier  
Charles Houdier  
As its acting Executive Director

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EXECUTED on this 20 day of March,  
2012 by COGGINS ACRES, LLC, a Florida limited liability company.

COGGINS ACRES, LLC

By: [Signature]  
KEVIN L. COGGINS, as Manager

STATE OF Georgia  
COUNTY OF Echols

Acknowledged before me this 20<sup>th</sup> day of March, <sup>2012</sup> ~~2011~~, by KEVIN L. COGGINS, as ~~Manager~~ of and on behalf of COGGINS ACRES, LLC, who is personally known to me or who produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



(The remainder of this page was intentionally left blank.)

**RECEIPT**

The undersigned hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on March 27, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: 

George T. Reeves  
For the Firm

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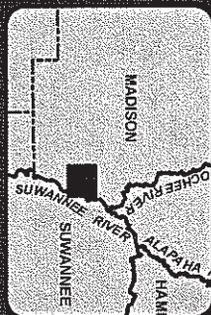


EXHIBIT "A"

## MEMORANDUM

TO: Governing Board  
FROM: Richard Rocco, Real Estate Coordinator  
DATE: April 19, 2012  
RE: Resolution 2012-09, Authorizing Sale of the 30-acre ± Wolf Creek Surplus Land Parcel in Jefferson County to Brian S. Ballou

### RECOMMENDATION

**Staff recommends approval and execution of Resolution 2012-09 authorizing the sale of the Wolf Creek Surplus land parcel located in Jefferson County to Brian S. Ballou.**

### BACKGROUND

In May 2011 the District Governing Board declared the 30-acre Wolf Creek Tract in Jefferson County as surplus property and subsequently directed staff to contract with Poole Realty to market the property. Brian S. Ballou of Tallahassee has offered the District \$2,000 per acre for an estimated total of \$60,000. Members of the Surplus Lands Committee recommended acceptance of the offer contingent upon full Governing Board approval.

The parcel was appraised in August 2011 and reappraised to meet the Florida Statute requirement to be current to 120 days of sale date. The current contract exceeds the appraised value. No state agency expressed interest through the State Board of Trustees to own or manage the property. A notice of intent to sell will be advertised once each week for three consecutive weeks in a local Jefferson County newspaper prior to the sale date.

Mr. Ballou requested the District not retain an undivided  $\frac{3}{4}$  interest in all of the phosphates, mineral and metals and undivided  $\frac{1}{2}$  interest in petroleum. Florida Statute 270.11 allows the water management district to waive and not reserve such interest.

With Governing Board approval, District Counsel will prepare deeds and close the conveyance of property to Brian S. Ballou.

gal  
Wolf Creek 008-00506

**SRWMD**  
**SURPLUS PARCEL ASSESSMENT**

TRACT: Wolf Creek

COUNTY: Jefferson

ACREAGE: 30 acres ±

TRACT DESCRIPTION: The Wolf Creek parcel contains pines planted in 1997 and bottomland or transitional hardwoods.

PARENT TRACT: The 704-acre parent tract was purchased in May 2009 and contains frontage on the Aucilla River, and associated floodplain and wetlands. This proposal represents approximately 4% of the tract.

ACCESS: The property has frontage along Henry Tram Road, a Jefferson County graded road.

CURRENT ZONING: Conservation

INTERESTS TO BE RETAINED: The tract is recommended to be sold without any interests being retained.

**RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 10% (3 acres)

100-year Floodplain: 14% (4.3 acres)

(b) Management Efficiency: Public and land management access will be retained to the parent tract on Henry Tram Road. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use: There are no public use sites on this proposed parcel.

(d) Archaeological, Historical and Ecological: No Records.

Natural Communities:

Mesic flatwoods	27 acres
Dome swamp	2 acres
Marsh	1 acre
Wet flatwoods	1 acre

(e) Linkage: This parcel is on the edge of the parent tract. It separates the main tract from a 40-acre parcel but both parcels are accessible from Henry Tram Road. Proposed new acquisitions along the Aucilla River would not be affected by this proposal.

(f) Adverse Impact to Future Management: Staff notified buyer that the property is adjacent to public lands managed with prescribed fire.

(g) Other Public Land Managers: Public managers were notified through DEP office of Environmental Services.

(h) Funding Source: Florida Forever Bond Funds were expended in this acquisition.

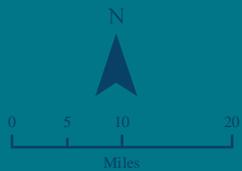
ANALYSIS: The 30 acres of the Wolf Creek parcel was declared surplus in May 2011.

# Surplus Lands Wolf Creek Tract Jefferson County, Florida

 SRWMD Boundary  
 Project Location

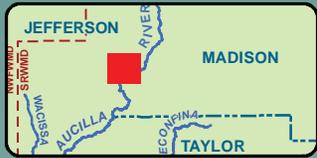


NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.

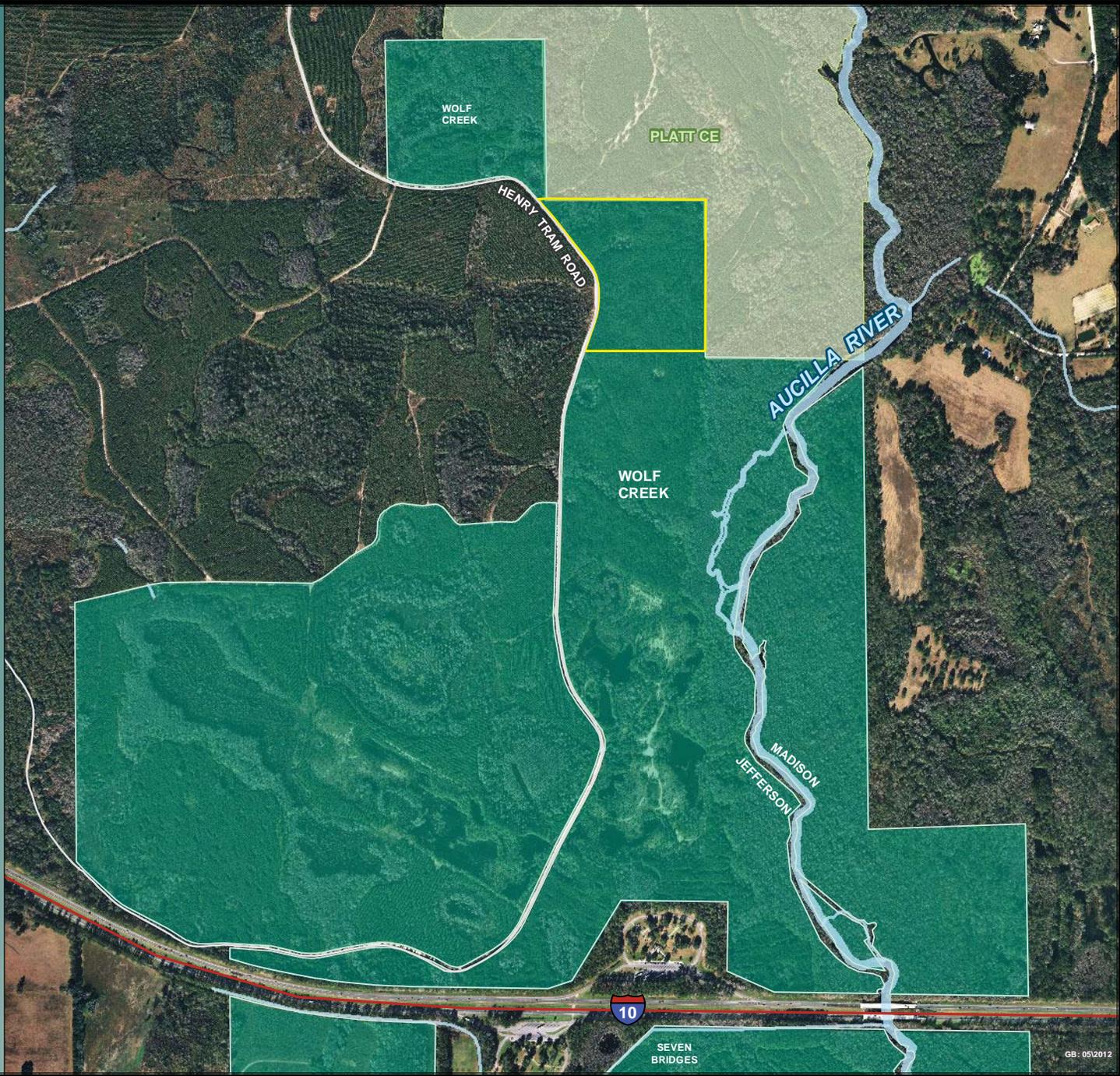


**Surplus Lands  
Wolf Creek  
Jefferson County,  
Florida**

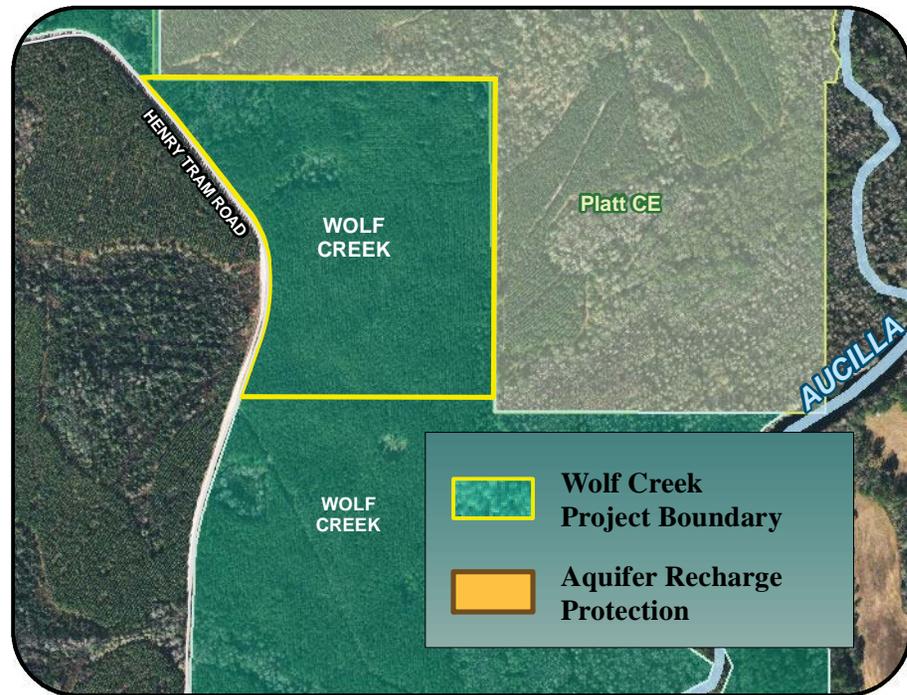
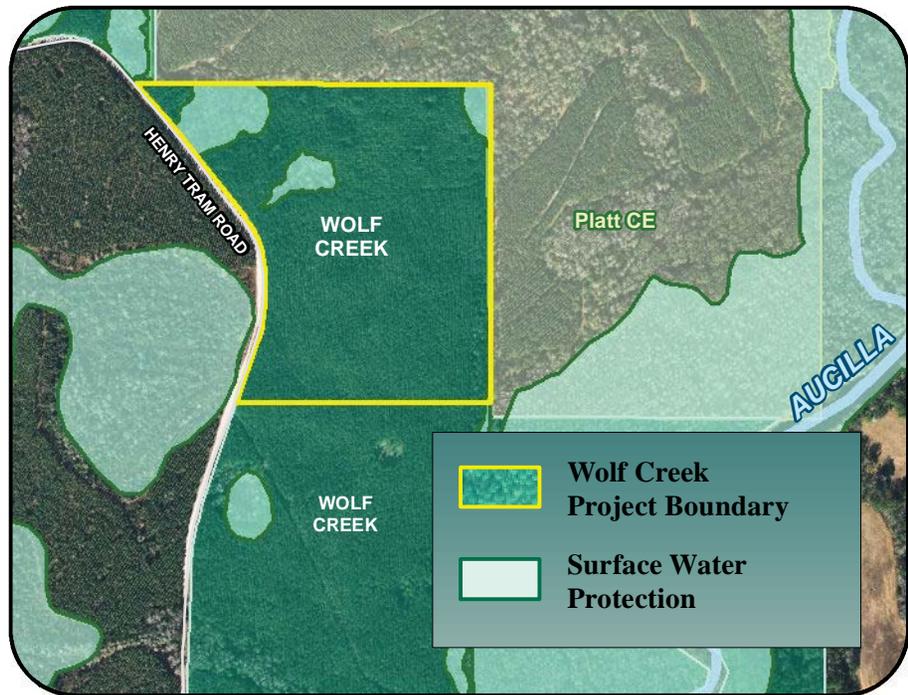
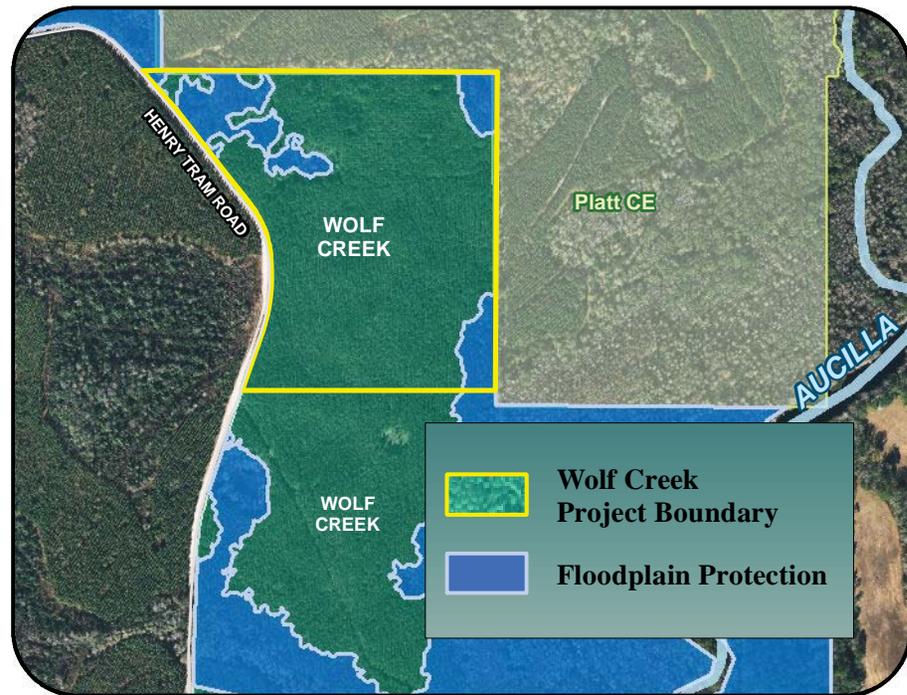
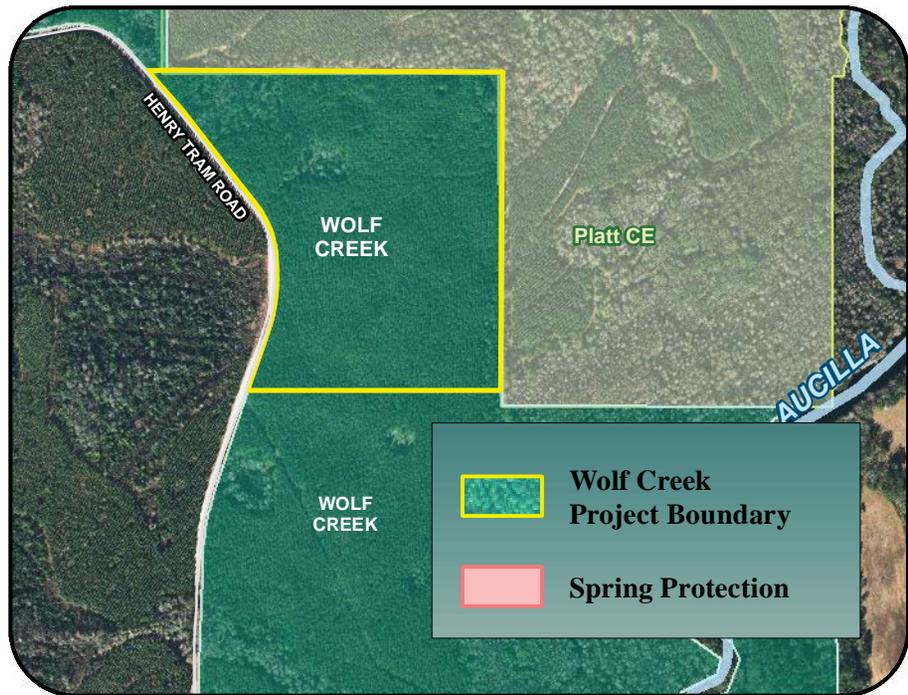
-  Wolf Creek  
Property = 30 Acres  
Boundary
-  SRWMD  
Fee  
Lands
-  SRWMD  
Conservation  
Easement  
Lands
-  Rivers &  
Streams



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Jefferson & Madison 2010 NC IFT Imagery.



GB: 05/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-09

RESOLUTION OF THE SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT APPROVING A  
CONTRACT FOR SALE OF SURPLUS DISTRICT  
LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:

- A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
- B. The selling price set out in the CONTRACT is the highest price obtainable.
- C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by LAWRENCE H. SAUCER, of SAUCER VALUATION ASSOCIATES and is dated April 16, 2012.
- D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.

4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:

- A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
- B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
  - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
  - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.

iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 8<sup>TH</sup> DAY OF MAY, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

---

**MEMBERS OF THE BOARD:**

**DON QUINCEY, CHAIRMAN  
ALPHONAS ALEXANDER, VICE CHAIRMAN  
RAY CURTIS, SECRETARY/TREASURER  
KEVIN W. BROWN  
GEORGE M. COLE  
HEATH DAVIS  
VIRGINIA H. JOHNS  
CARL E. MEECE  
GUY N. WILLIAMS**

**ATTEST:**

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**CLOSING DATE** shall mean the date the closing of this transaction shall occur.

**CONTRACT** shall mean this "Contract for Sale of Real Property".

**DISTRICT** shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

**EFFECTIVE DATE** shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

**PROPERTY** shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

**SURVEY** shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

**SURVEYED ACRES** shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

**TITLE COMMITMENT** shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

- 2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
- 3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
- 4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
- 5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance
- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- DISTRICT's attorneys fees

BUYER shall pay for:

- Charges to record the deed of conveyance
- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years
- BUYER's attorneys fees

Parties shall equally divide:

- Cost of the SURVEY

6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b)

declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

10. ENVIRONMENTAL MATTERS:

10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by no later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.

11. DUE DILIGENCE OF INVESTIGATION: The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTRACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.

12. BUYER'S RIGHT TO INSPECT THE PROPERTY: The BUYER, through the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.

13. REMEDIES FOR DEFAULT: Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:

13.1 For a default raised prior to the closing of this transaction:

13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific

performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.

13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's environmental audit, if any.

14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted by the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.

15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.

16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.

17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:

- 18.1 The condition of title to the PROPERTY;
- 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
- 18.4 The environmental condition of the PROPERTY;
- 18.5 The amount and value of the timber on the PROPERTY, if any;
- 18.6 The fitness of the PROPERTY for any particular use;
- 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

- 19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost, and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
- 20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
- 21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
- 22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided



that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.

23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.

24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.

26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.

27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.

29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.

30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.

31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.

32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.

33. **NO EFFECTION PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no

permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.

34. AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT: This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.

35. CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY: This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.

36. FURTHER ASSURANCES: The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.

37. REQUIRED STATUTORY NOTICES: The following notices are given as required by law:

**COASTAL EROSION NOTICE**

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

**PROPERTY TAX DISCLOSURE SUMMARY**

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

**RADON GAS NOTICE**

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. MISCELLANEOUS: This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.

39. CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL: Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this 12 day of April, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: Charles H. Hodder III  
~~David Still~~ CHARLES H. HODDER III  
As Its Executive Director (ASST.)

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EXECUTED on this 1<sup>st</sup> day of MARCH, 2012 by BUYER,  
BRIAN SCOTT BALLOU

Brian S. Ballou

STATE OF FLORIDA  
COUNTY OF PINELLAS

Acknowledged before me this 1<sup>st</sup> day of MARCH, 2012, by BRIAN S. BALLOU  
who is personally known to me or who produced  
\_\_\_\_\_ as identification.

Darlene E. Railey  
Notary Public



(The remainder of this page was intentionally left blank.)

RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

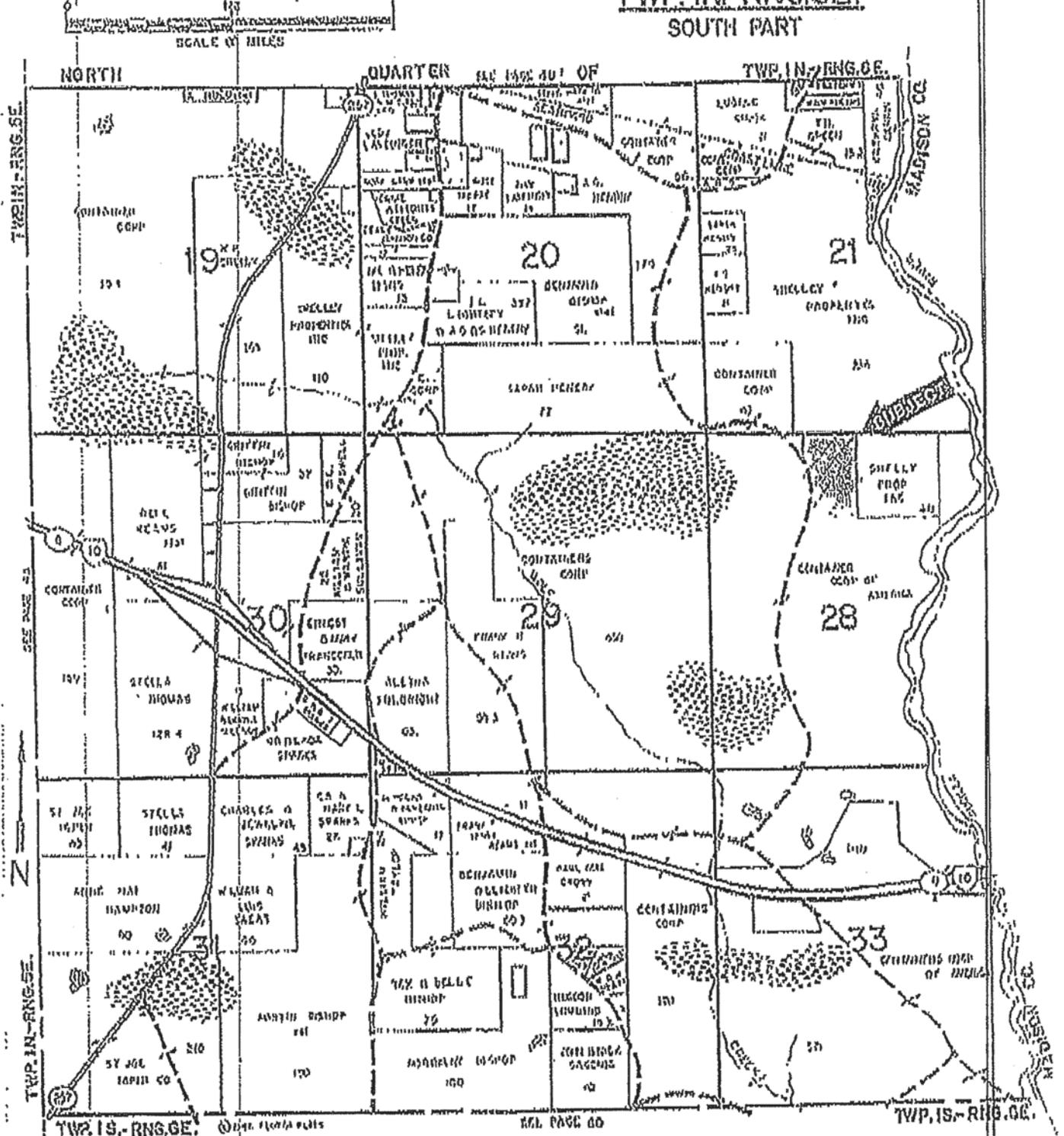
DATED on \_\_\_\_\_, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: \_\_\_\_\_  
George T. Reeves  
For the Firm

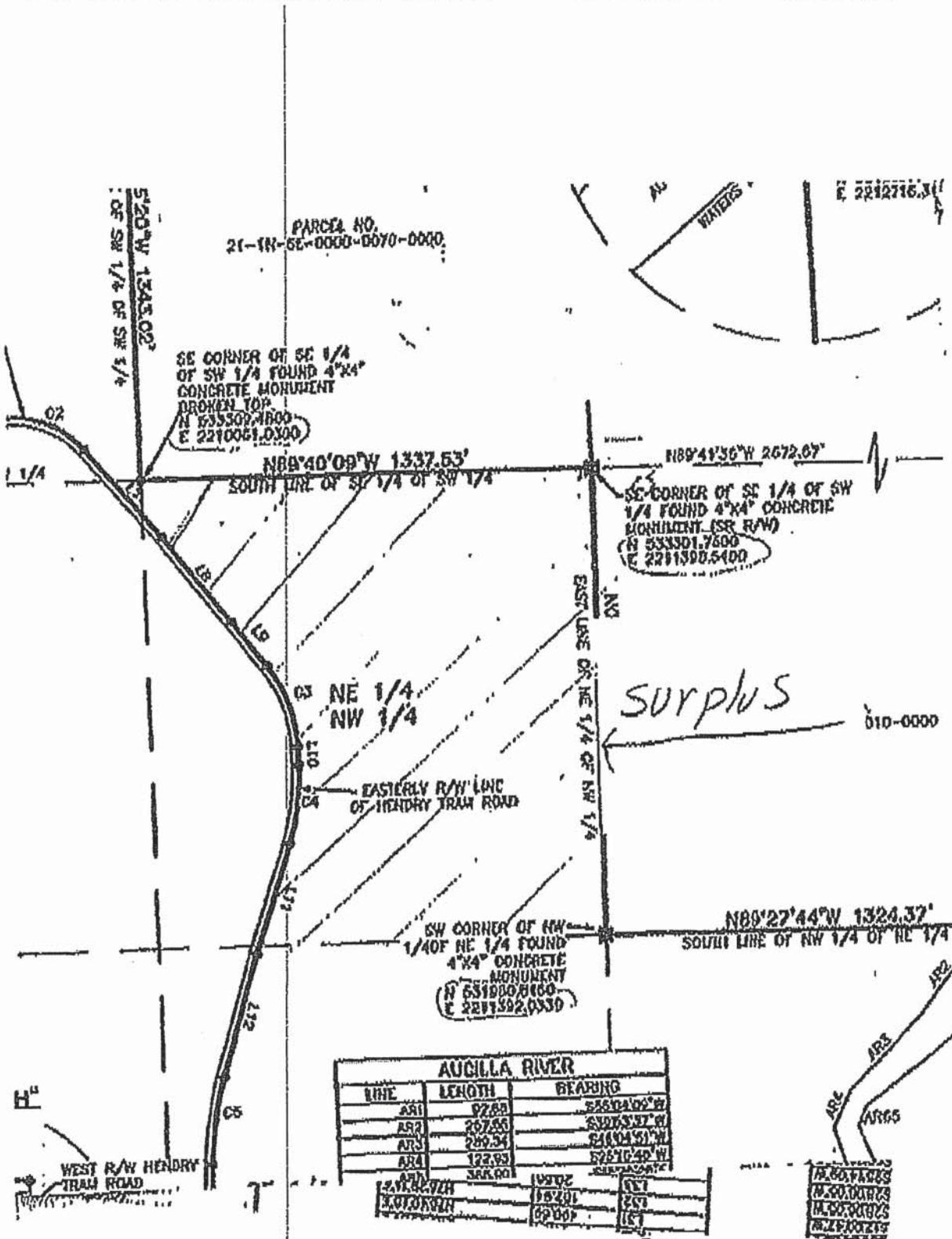
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# TWP. 1N.-RNG. 6E. SOUTH PART



## GENERAL LEGEND

- DIVISION HIGHWAY
- PRIMARY HIGHWAY
- SECONDARY ROADS
- UNPAVED ROADS
- CITY STREETS
- INTERSTATE HIGHWAY
- FEDERAL HIGHWAY
- STATE HIGHWAY
- RAILROAD
- TRUCK OR CANAL
- URBAN OR VILLAGE
- LAKE OR POND
- SWAMP OR MARSH
- AIRPORT RUNWAY
- STATE BOUNDARY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- SPEC. AREA BOUNDARY
- CITY CORP. LIMIT
- OFFICE CITY OR VILLAGE
- SMALL TRACTS



MS 52

To the Suwannee River Water Management Governing Board; RE: Sale of Hendry Tram Road parcel

I have been notified that the district wishes to modify the sale contract and retain mineral rights on the above mention parcel I currently have under contract. It is my desire to obtain the full mineral right ownership in the property when I complete the purchase of it, and to not allow the district to keep the 75% that they are requesting. The state statute of section 270.11 allows for an exception to this rule if the governing board so desires.

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

This desire to retain mineral rights was not originally disclosed as a term in the districts contract I signed on March 1st, 2012. I feel it is only fair that this provision be left out of the contract to purchase the Hendry Tram tract and that I be able to obtain full mineral rights on the property with the sale of it.

BRIAN S. BALLOU



## MEMORANDUM

TO: Governing Board  
FROM: Terry E. Demott, Senior Land Resource Coordinator  
DATE: April 19, 2012  
RE: Resolution 2012-10, Authorizing Payment in Lieu of Taxes for Properties Acquired Through 2011

### RECOMMENDATION

**Staff recommends approval of Resolution 2012-10 authorizing Payment in Lieu of Taxes in the amount \$346,103.52 to qualifying counties for lands acquired through 2011.**

### BACKGROUND

In order to offset the effect of public acquisition of land on the tax rolls of the small counties, the Florida Legislature enacted the Payment in Lieu of Taxes program (PILT) in 1992. Up to 25% of the Water Management Lands Trust funds are available for the PILT program. Each year the District works with the county commissions and staff to prepare their applications for properties the District purchased the previous calendar year. To determine the amount of taxes to reimburse a county for a particular parcel, the tax records for the three years prior to the year of acquisition are obtained and the average amount for the three years is used as the reimbursement amount. The reimbursement is only calculated one time, and that amount is paid for as long as the District owns the property. PILT applies to all fee simple properties owned by the District. Taxes continue to be the responsibility of the landowners for lands on which the District holds conservation easements.

Once the tax information is obtained from the counties, new applications are sent to the Department of Revenue for certification and then to DEP for funding approval. This year, 11 counties have applied for a total of \$346,103.52. The reimbursement amounts for each county are shown on Attachment "A" which follows. An agreement with Gilchrist County states that the District will distribute PILT for Otter Springs at one half the amounts due. The District will use the other half for partial reimbursement of payment for road repaving.

gal  
008-00493 PILT 2011

# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

## RESOLUTION NO. 2012-10

### REQUEST TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR DISBURSEMENT OF FUNDS FOR PAYMENTS IN LIEU OF TAXES

**WHEREAS**, the 1992 Legislature enacted amendments to Section 373.59 (Florida Statutes) allowing the Suwannee River Water Management District to make payments in lieu of taxes to qualifying counties for actual ad valorem tax losses incurred as a result of lands being purchased by the District under the Save Our Rivers, Preservation 2000 and/or Florida Forever land acquisition programs; and

**WHEREAS**, the Governing Board of the Suwannee River Water Management District has reserved sufficient funds within its annual operating budget for payments in lieu of taxes; and

**WHEREAS**, the counties of Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, and Taylor have submitted applications requesting payments in lieu of taxes for lands acquired by the Suwannee River Water Management District under the Save Our Rivers, Preservation 2000, and/or Florida Forever programs; and

**WHEREAS**, the Suwannee River Water Management District has verified that the actual taxes lost to the County Commission, as indicated in the applications, are appropriate; and

**WHEREAS**, the Suwannee River Water Management District has determined that these eleven counties are qualified to receive payments in lieu of taxes; and

**WHEREAS**, the County Tax Collector for each qualifying county has certified that the payment amount each has applied for is the average amount of actual taxes paid on the property for the three years immediately preceding acquisition by the District; and

**WHEREAS**, the Suwannee River Water Management District has provided payments, grants, or in-kind services to Gilchrist County that would warrant a reduction in the amount of the payment in lieu of taxes to that county; and

**WHEREAS**, the Florida Department of Revenue has certified as correct the current county ad valorem millage rate and, as reasonably appropriate, the actual taxes paid to the taxing authority during the three years immediately preceding acquisition by the District.

**NOW, THEREFORE, BE IT RESOLVED**, the Suwannee River Water Management District does hereby request that the amount shown on Attachment A, the 2011 Schedule of Payments In Lieu of Taxes, be disbursed from the Water Management Lands Trust Fund Management Allocation to the District for purposes of making payments in lieu of taxes to the County Commissions of Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Suwannee, and Taylor counties, as per the applications submitted by those counties.

**PASSED AND ADOPTED THIS 8<sup>th</sup> DAY OF MAY, 2012 A.D.**

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

---

**MEMBERS OF THE BOARD:**

**DON QUINCEY, CHAIRMAN  
ALPHONAS ALEXANDER, VICE CHAIRMAN  
RAY CURTIS, SECRETARY/TREASURER  
KEVIN W. BROWN  
GEORGE M. COLE  
HEATH DAVIS  
VIRGINIA H. JOHNS  
CARL E. MEECE  
GUY N. WILLIAMS**

**ATTEST:**

---

**ATTACHMENT A**  
**2011 PAYMENT IN LIEU OF TAXES**

COUNTY	PAYMENT
BRADFORD	\$ 15,416.77
COLUMBIA	\$ 40,100.89
DIXIE	\$ 21,647.39
GILCHRIST*	\$ 44,392.72
HAMILTON	\$ 37,752.42
JEFFERSON	\$ 9,223.41
LAFAYETTE	\$ 77,306.21
LEVY	\$ 30,401.84
MADISON	\$ 20,464.85
SUWANNEE	\$ 30,429.59
TAYLOR	\$ 18,967.43
<b>TOTAL</b>	<b>\$ 346,103.52</b>

\*Gilchrist County payment reflects a reduction of \$17,944.05; one half of the amount due for Otter Springs acquisition.

## MEMORANDUM

TO: Governing Board

FROM: Melanie Roberts, Director of Mission Support

DATE: April 25, 2012

RE: Activity Report, Department of Mission Support

### DATA MANAGEMENT:

- Three small GIS contracts are complete or will be complete by the May Governing Board meeting. Two were associated with the upgrading of our GIS software to ArcGIS 10. The third contract was associated with completing the data input for the Land Management's Excellence in Land Management project and the conservation easements spatial layer.
- Early this fiscal year, the Governing Board approved a contract to obtain more LiDAR data. Recently, the LiDAR contractor flew a priority area that covered more of Bradford County. This data will be processed and provided to the District in late summer.
- Staff continues to provide support to staff, other agencies, and the public through GIS requests, database needs, and records requests.

### INFORMATION TECHNOLOGY AND COMMUNICATIONS:

- IT staff continues to provide support to staff, other agencies and the public through ongoing resolution of Help Desk tickets, scheduled system backups, and programming and database development and maintenance. New PC rollouts are nearing completion. Staff was represented at the Alligator Lake Spring Festival in Lake City on April 7<sup>th</sup>.
- Communications staff continues to support the District's mission through timely website updates, press releases, water conservation outreach, and springs protection coordination.

### ADMINISTRATION:

- Staff has been working with external auditors to finish the fiscal year end September 30, 2011 Audit Report in preparation for presentation to the Board for acceptance in May.
- Staff continues to work with legal counsel on the development of contracts and other agreements.
- Staff has begun working on the Fiscal Year 2013 budget.

## MEMORANDUM

TO: Governing Board  
FROM: Terry Demott, Senior Land Resource Coordinator  
DATE: April 19, 2012  
RE: Activity Report, Real Estate

The attached reports summarize the status of surplus activities and conservation easement reviews for the preceding month. Staff is prepared to address any tracts of particular interest the Board may wish to discuss.

Highlighted activities include:

- Sale of the Withlacoochee Quail Farm surplus tract to James Kauffman was completed on March 29, 2012.
- Sale of Sandlin Bay Tract K (712 acres) to USDA Forest Service was completed on March 22, 2012.
- Review by the Surplus Land Committee of several tracts of property originally acquired to support municipal services. Further reports and possible recommendations will be brought to the Governing Board at a later date.

gal  
007-0003

## SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Bay Creek South	45	Columbia	09/2002	P2000	6/14/2010	7/12/2010	Fee entire tract \$123,750	Sale was completed on March 16, 2012
Bay Creek North	24	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee entire tract \$60,720	
Owens Spring	77	Lafayette	03/1999	P2000	6/14/2010	7/12/2010	Fee entire tract \$277,200	
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000	Offer reviewed and rejected by Surplus Land Committee
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	
Adams South	60	Lafayette	05/1990	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$191,400	Offer received and being reviewed
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 Conservation Easement (3 parcels) \$243,100	
Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 conservation easement \$97,020	
Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780	
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	

## SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Wolf Creek	30	Jefferson	05/2009	FF	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$64,350	Offer accepted and up for approval at May 2012 Board meeting.
Withlacoochee Quail Farm	65	Madison	09/2006	FF	8/18/2011	11/10/2011	Fee entire tract \$153,780	Sale completed March 29, 2012
Woods Ferry	29	Suwannee	12/1988	WMLTF	8/18/2011	11/10/2011	Fee entire tract \$71,830	
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	
Perry Spray Field	248	Taylor	9/2001	WMLTF	Approved in July			Appraisal in progress.
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	
Gainesville Recreation Site/Buck Bay	60	Alachua	12/15/1999	P2000	3/1/2012	3/15/2012		Offer received and reviewed by Surplus Land Committee; will go to June 2012 Board meeting.
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Discussions continuing with Columbia Co.

WMLTF=Water Management Lands Trust Fund; P2000=Preservation 2000; FF= Florida Forever Trust Fund

## CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Harrell, Curtis & Matthew	Falmouth Addition	P-2000 Bonds	912	10/6/1999	Suwannee	Agriculture, Recreation	3/2012	Fields were in hay production on date of inspection and preserved areas remain as is. No encroachment. Cabins are in place.
Sheppard, Derwood & Susan	Manatee Springs Addition	Florida Forever Bonds	120	2/8/2008	Levy	Recreation	3/2012	No change. Owner says it was used very little in the last year.
Sanders, Thomas and Sylvia	Mill Creek	P-2000 Bonds	339	12/6/2000	Hamilton	Recreation, Agriculture	3/2012	Members of the Sanders family use the area primarily for hunting, but keep the property well maintained. No cattle this year.
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	P-2000 Bonds	550	5/7/1997 and 1/2/1996	Suwannee	Recreation	3/2012	All areas are for recreation purposes only. Boys Ranch personnel maintaining boundary. Horseback riding by Ranch residents remains a major use.
Platt, Cody and Carol	Aucilla Addition	P-2000 Bonds	274	12/29/1999	Jefferson	Forestry, Recreation	3/2012	New owners are well aware of CE terms. Residence is completed. Boundaries and fire lines are maintained.
Moore, Madeline	Moore	Florida Forever Bonds	115	12/23/2002	Jefferson	Forestry, Recreation	3/2012	CE remains in compliance, with wetlands preserved.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	640	12/30/2009	Columbia	Recreation, Forestry	2/2012	Continues to be used primarily for quail hunting. Only a few selected trees are harvested.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	5,710	12/30/2009	Suwannee	Recreation, Forestry	2/2012	Preserved areas remain intact. No additional building has occurred this year. Some illegal dumping was found.
Champion, Roger and Donna	Mount Gilead	Florida Forever Bonds	180	8/19/2009	Madison	Forestry, Recreation	2/2012	Continues to be maintained primarily for hunting.
Loncala, Inc.	Monteocha Creek	Save Our Rivers	951	11/30/2001	Alachua	Forestry, Recreation	2/2012	Four ages of slash pine. Good management plan. Pine harvest and thinning in uplands.

## CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Santa Fe River Hammock, L.L.C.	Santa Fe River Hammock	P2000 - Sandlin Bay VFI Resale	167	1/31/2011	Bradford	Forestry, Recreation	2/2012	This is a new CE with a management plan in place.
The Campbell Group	California Swamp	Save Our Rivers and P-2000 Bonds	32,134	10/1/2001	Dixie	Forestry, Recreation	1/2012	Remains managed for pine timber and hunting with updated management plan. Wetlands undisturbed.
Feagle, Ronald and Dorothy	Bonnet Lake	Florida Forever Bonds	433	1/27/2010	Columbia	Recreation, Forestry	1/2012	Longleaf pine planted and preserved area remains as is with hunting only.
Layman, Chris & Kristine	Walker Springs	Florida Forever	167	12/30/2011	Jefferson	Forestry, Recreation	12/2011	Most recent CE purchase. No changes
Tisdale, Robert	Manatee Springs Addition	Florida Forever Bonds	83	11/16/2007	Levy	Recreation	12/2011	No change. Used for hunting only.
Bailey Brothers, Inc.	Bailey Brothers	P-2000 Bonds	16,522	8/24/2000	Dixie	Forestry, Recreation	12/2011	Used for forestry, hunting and cattle. Remains as agreed. Feral hog population is declining.
Ragans, Hoyt & Betty Jo	Ragans Jefferson	Florida Forever Bonds	169	12/28/2007	Jefferson	Forestry, Recreation	12/2011	Preserved areas remain as agreed in CE. Slash pine plantations remain well managed.
Ragans, Hoyt & Betty Jo	Ragans Madison	Florida Forever Bonds	585	12/28/2007	Madison	Forestry, Recreation	12/2011	No variations to agreement were noted. The property is well secured.
McEnany, Michael and Leanne	McEnany	Florida Forever Bonds	1,104	11/16/2007	Levy	Recreation, Forestry	11/2011	Property remains as agreed. Some culverts and water management recommended.
Loncala, Inc.	Loncala Hamilton	P-2000 Bonds	1,141	8/31/1999	Hamilton	Forestry, Recreation	11/2011	Forestry BMP survey was 100% in compliance. Remains in slash pine rotation. Wetlands preserved.
Hinson's Broward Properties, Inc.	Hinson	Florida Forever	647	9/28/2007	Columbia	Forestry, Recreation	11/2011	314 acres of slash pine remain with PCA until 2022. New owners remain in full compliance with CE.

## CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Hale, Martha and Carter, Russell	Russell Carter	Florida Forever Bonds	585	9/28/2007	Columbia	Forestry, Recreation	11/2011	362 acres of pre-merchantable slash pine still with PCA. Wetlands remain intact. No changes.
Usher Family Trust	Manatee Springs Addit.	Florida Forever Bonds	2,022	8/17/2004	Levy	Forestry, Recreation	10/2011	Upland slash pine plantations are being clearcut for another rotation. Small area of cogon grass.
Plum Creek Timberlands	Waccassa Gulf Hammock	P-2000 Bonds	21,300	12/15/2000	Levy	Forestry, Recreation	8/2011	Slash pine continues to be managed with wetlands untouched. Bill Schlitzkus is new manager.
Drummond, Graham Luther	Manatee Springs Addition	FDOT Mitigation and Florida Forever	543	5/29/2003	Levy	Recreation, Forestry	8/2011	Longleaf pine and sawtooth oak growing well. Roads are well maintained for hunting.
Suwannee River Development, L.L.C.	Ace Ranch	Florida Forever Bonds	681	9/16/2010	Lafayette	Agriculture, Forestry	7/2011	Planted in peanuts with no irrigation used. Wetlands remain as is.
Strickland Field, L.P.	Strickland Field	P-2000 Bonds	3,822	7/7/2000	Dixie	Forestry	7/2011	Continues to be managed for forestry purposes. Wetlands intact as agreed. New 10-year management plan Jan. 2012.
Meeks, David & Sarah	Manatee Springs Addition	FDOT Mitigation Escrow	370	5/29/2003	Levy	Recreation, Forestry	7/2011	Slash pine plantations have been thinned this year. In compliance with CE.
Mann, Jack & Loy Ann	Manatee Springs Addition	FDOT Mitigation Escrow	590	5/29/2003	Levy	Recreation, Forestry	7/2011	Maintained primarily for hunting. Advised that slash pine plantations need thinning.
Red Hills Land Company	Foster	Florida Forever Bonds	163	3/25/2002	Jefferson	Forestry, Recreation	6/2011	No changes in easement since purchase.
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	Florida Forever Bonds	4,588	8/31/2002	Levy	Forestry, Recreation	6/2011	Continues to be managed for slash pine rotation. Preserved area remains as is.
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	Florida Forever Bonds	12,797	3/28/2002	Levy	Forestry, Recreation	6/2011	Continues to be managed for slash pine. Preserved wetland areas remain.

## CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Plum Creek Timberlands	Gainesville Wellfield	P-2000 Bonds	3,084	12/15/1999	Alachua	Forestry, Recreation	6/2011	This property is primarily used for forestry activities. GRU has wells and maintained roads. Wetlands intact.
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	Save Our Rivers	1,038	5/12/2006	Columbia	Forestry, Recreation	6/2011	New owners are using the property as a wildlife refuge. Forests remain well maintained.
Jackson, Kevin and Patrice	Jackson	Florida Forever Bonds	171	6/23/2010	Lafayette	Agriculture, Forestry	6/2011	Planted in peanuts this year. No irrigation used. Harvesting pine straw.
Davidson, Dr. C. Linden	Davidson	P-2000 Bonds	225	4/18/2002	Jefferson	Forestry, Recreation	6/2011	No changes this year. Food plots, fences and gates are well maintained.
Newberry, City of	Newberry Wellfield	P-2000 Bonds	40	2/21/2001	Alachua	Recreation	5/2011	Remains used for sports.
Geraldine Livingston Foundation	Dixie Plantation	P-2000 Bonds	8,902	2/18/1999	Jefferson	Forestry, Recreation	5/2011	Continues to be used for timber and hunting. Longleaf pine planted each year and prescribed fire used.
Zellwin Farms, Inc.	Jennings Bluff	Save Our Rivers	362	2/1/1989	Hamilton	Recreation	4/2011	Maintained as originally agreed.
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	Save Our Rivers	164	2/12/2002	Jefferson	Agriculture, Forestry	4/2011	No variation in land use. Remains in full compliance.
Loncala, Inc.	Loncala Gilchrist	P-2000 Bonds	913	8/31/1999	Gilchrist	Forestry, Recreation	6/2011	Property remains as agreed to in CE. Loncala intensely manages pine plantations with hunting leases.

PCA = Packaging Corporation of America, CE = Conservation Easement

Suwannee River Water Management District

Governing Board Materials

# Water Supply and Resource Management

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Water Supply and  
Resource Management

Assistant Executive Director

Executive Director

## MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resource Manager

DATE: April 19, 2012

RE: Contract with Perpetual Contracting, Inc., for FY 2012 Chemical Application Services

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute a contract with Perpetual Contracting, Inc., for chemical herbicide application for an amount not to exceed \$36,000.**

### BACKGROUND

On January 3, 2012, staff released Request for Proposals (RFP) 11/12-013 for chemical application services on District lands. Firms were required to submit per acre costs, lists of equipment and references to perform the following services on District lands: broadcast application of herbicide, pine tree seedling establishment (banded application), natural community management (hand tool application), or non-native, invasive weed control. Per acre cost estimates included all labor, materials and equipment needed to control unwanted vegetation.

The natural community management project requires individuals with backpack sprayers and hand tools to treat specific vegetation, mostly oaks and sand pine. This method reduces select tree species with minimum effects to desirable vegetation. Reduction of the oak density will encourage grasses and allow effective use of prescribed fire on these upland sites.

Responses for the Natural Community Management project were received from the following four firms:

<b>Firm</b>	<b>City</b>
Facilities Supply & Service, Inc.	Keystone Heights, FL
Perpetual Contracting, Inc.	Cross City, FL
Progressive Solutions, LLC	Jay, FL
Woods & Wetlands, Inc.	North Fort Meyers, FL

The selection committee of Charlie Houder, Jon Dinges and Melanie Roberts met February 8, 2012, to review the proposals. As noted in the RFP, the committee searched for the best value to the District amongst the submitted proposals. (See attached Table 1.) Proposals were compared on price, contractor experience in providing the service, and satisfaction of the listed references. Rankings were made to select the most qualified and cost-effective contractor in the opinion of the District selection committee. Perpetual Contracting was ranked #1.

The principal for Perpetual Contracting, Inc., is Craig D. Ganas, and their headquarters is in Cross City, Florida. Funds for this service have been appropriated under budget codes 132586631000209005 and 132586631000209003.

gal  
RFP 11/12-013

Request for Proposals 11/12-013 LM  
 Chemical Herbicide Application  
 11:00 a.m. February 3, 2012

Table 1. Project specific cost estimates by firm for Natural Community Management Services (hand crew application of herbicide) to control undesirable vegetation.

Tract Name	Acres	Type	Density	Perpetual Contracting		Woods and Wetlands		Progressive Solutions		Facility Supply	
				\$/acre	Cost	\$/acre	Cost	\$/acre	Cost	\$/acre	Cost
Owens Spring	163	II	Low	\$110	\$17,930	\$300	\$48,900	\$446	\$72,698	\$417	\$67,971
Withlacoochee Quail Farm	62	I	Low	\$110	\$6,820	\$125	\$7,750	\$137	\$8,494	\$212	\$13,144
Holton Creek	35	III	High	\$130	\$4,550	\$500	\$17,500	\$622	\$21,770	\$725	\$25,375
Falmouth Spring	60	II	Low	\$110	\$6,600	\$300	\$18,000	\$446	\$26,760	\$417	\$25,020
<b>Estimated Total</b>					<b>\$35,900</b>		<b>\$92,150</b>		<b>\$129,722</b>		<b>\$131,510</b>

MEMORANDUM

TO: Governing Board  
FROM: Bob Heeke, Senior Land Resources Manager  
DATE: April 19, 2012  
RE: Contract with Superior Timber & Land Management, LLC, for FY 2013 Tree Planting Services

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute a contract with Superior Timber & Land Management, LLC, for an amount not to exceed \$20,000 for tree planting services.**

BACKGROUND

Request for Proposals (RFP) 11/12-018 for tree planting services was released on February 1, 2012. These practices will be conducted to reforest areas with pine tree seedlings on 268 acres.

Along with references and previous work history, the RFP requested per-acre rates for hand planting and wheeled tractor planting of containerized longleaf pine and bare-root slash pine seedlings. The per-acre rates were to include all expenses needed to complete the scope of work. Enclosed in the RFP were planting standards, a scope of work for the project sites, and project area maps. The proposers had the opportunity to visit each site using maps provided in the RFP.

Three firms submitted proposals for tree planting services. Members of the Selection Committee composed of Tim Sagul, Brian Kauffman and Terry Demott met and ranked the top three firms. Below is a table indicating firms submitting proposals, their associated business location based on the response form, and rankings.

Ranking	Firm	City
#1	Superior Timber & Land Management, LLC	Lake City, FL
#2	Forestree Network Services, LLC	Roanoke, AL
#3	Facilities Supply and Service, Inc.	Keystone Heights, FL

The table below shows rates proposed by the three firms submitting responses to RFP 11/12-018 LM.

<b>Planting Type (cost per acre)</b>	<b>Firms</b>		
	<b>Superior Timber &amp; Land Mgt., LLC</b>	<b>Foretree Network Services, LLC</b>	<b>Facilities Supply and Service, Inc.</b>
Hand Plant Cont. Longleaf Pine	\$80.00	\$81.60	\$102.00
Hand Plant Bare-root Slash Pine	\$80.00	\$68.00	\$92.00
Wheel Tractor Plant Cont. Longleaf Pine	\$65.00	\$95.00	\$115.00
Wheel Tractor Plant Bare-root Slash Pine	\$65.00	\$95.00	\$105.00

The principal for Superior Timber & Land Management, LLC, is Randy Hall. Funds for these services will be budgeted in the FY2013 budget and is contingent upon final budget adoption by the Governing Board.

gal  
RFP 11/12-018

## MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE April 19, 2012

RE: Appointment of North Florida Regional Water Supply Partnership Stakeholder Committee Members

### RECOMMENDATION

**Staff recommends the Governing Board appoint six members to the North Florida Regional Water Supply Partnership Stakeholder Committee as shown in the attachment to this memorandum.**

### BACKGROUND

In September 2011, the St. Johns River and Suwannee River water management districts and the Florida Department of Environmental Protection entered into an agreement to coordinate water resource management in north Florida.

The Stakeholder Committee will be comprised of representatives of various groups or organizations that have an interest in the region's water supply issues. The committee will serve as an advisory group to the districts and Florida Department of Environmental Protection to ensure that all interests are considered. Staff has coordinated the recommended appointments with St. Johns River Water Management District and Florida Department of Environmental Protection.

/dd

<b><u>Name</u></b>	<b><u>County</u></b>	<b><u>Organization Name/Position</u></b>	<b><u>Organization Type</u></b>
David Clanton	Columbia	City of Lake City Utilities/ED Utilities	Public Water Supplier
Gene Higginbotham	Dixie	Dixie County BOCC/Commissioner	Local Government
Stan Posey	Hamilton	PCS Phosphate/Environmental Affairs Manager	Industrial/Mining
Thomas Harper	Gilchrist	Harper Farms/Owner & Operator	Agriculture
James Cornett	Suwannee	Cornett's Spirit of the Suwannee, Inc./President & CEO	Commercial
Jacqui Sulek	Columbia	Audubon FL/Chapter Conservation Manager	Environmental Group

## MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE: April 19, 2012

RE: Agreement with St. Johns River Water Management District for Funding of the North Florida Regional Water Supply Partnership Stakeholder Committee Facilitator

### RECOMMENDATION

**Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with St. Johns River Water Management District (SJRWMD) to fund a facilitator for the North Florida Regional Water Supply Partnership Stakeholder Committee for a cost not to exceed \$18,000.**

### BACKGROUND

Suwannee River Water Management District (SRWMD), SJRWMD, and the Florida Department of Environmental Protection (Department) have jointly created the North Florida Regional Partnership (Partnership). The Partnership consists of a Stakeholder Committee that will hold regular meetings to discuss water supply initiatives and programs and make non-binding recommendations to the districts. Both districts and the Department have concluded that a facilitator will be necessary to ensure a smooth process. Staff from SJRWMD and SRWMD have selected a facilitator (Tiffany Busby of Wildwood Consulting, Inc.) and negotiated a cost for facilitation through the end of the current fiscal year (September 30, 2012). SRWMD's portion of the facilitation cost will not exceed \$18,000. SJRWMD will enter into contract for the facilitation services.

Funding is available in the FY11-12 Water Supply Program budget.

CH/dd

**ATTACHMENT A  
STATEMENT OF WORK  
NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP  
STAKEHOLDER COMMITTEE FACILITATION**

**I. BACKGROUND / INTRODUCTION**

The St. Johns River Water Management District (District) has an interagency agreement with the Suwannee River Water Management District (SRWMD) and the Florida Department of Environmental Protection (FDEP) to address regional water supply issues through a new initiative, the North Florida Regional Water Supply Partnership. The goal of this relationship is ensuring sustainable water supplies and protecting north Florida's waterways and natural systems through a collaborative effort among the water management districts, FDEP, local elected officials, and area stakeholders.

Water managers have enhanced communications and improved coordination of programs to protect the shared resources of the Floridan aquifer system. Specifically, the water management districts are working closely together on regulatory programs in north Florida, sharing data and technology, developing joint water resource protection strategies, and focusing more attention on communication with stakeholders across district boundaries.

Working together and exchanging scientific data and factual information are critical to an efficient, productive and successful effort. The North Florida Regional Water Supply Partnership seeks to do this in an open, public process involving the two water management districts, FDEP, local governments, concerned residents, and other stakeholders throughout the region.

**II. OBJECTIVE**

The objective of the work is to provide facilitation assistance and support to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee. This includes administration of Stakeholder Advisory Committee records and procedures; facilitating Stakeholder Advisory Committee meetings and advising the agencies on items to present, as well as presentation approaches; and providing detailed meeting summaries and archived materials.

**III. SCOPE OF WORK**

Contractor shall provide Stakeholder Advisory Committee Administration, Meeting Facilitation, Meeting Summaries and an Archive of Committee Activities as described in the Task section below.

**IV. TASKS**

The following are examples of tasks to be performed under this contract. Work Orders will be issued to specify and clarify assigned tasks, deliverables and time frames.

#### **A. Stakeholder Advisory Committee Administration**

Maintain separate email distribution lists for the key staff contacts, Stakeholder Advisory Committee, and interested persons. Maintain any operating procedures, ground rules, list of alternates, and other functional records. Track attendance and whether members should be replaced.

#### **Meeting Facilitation**

Work with lead staff to develop and revise meeting agendas. Facilitate committee discussions to:

- i. Lead discussions toward constructive comments and recommendations on water supply issues and related technical considerations;
- ii. Encourage participation;
- iii. Maintain focus on the tasks and committee objectives;
- iv. Help build small agreements; and
- v. Manage the process of making recommendations.

Participate in up to two in-person meetings with key staff. Review materials and participate in staff discussions related to upcoming agenda items. Assist agencies and speakers in formulating their presentations and handouts to relate to the committee and the agenda. Track committee action items and information requests to promote prompt resolution. Coordinate with Interagency Agreement Coordinator on the status of the various efforts and when issues or results should be brought to the Stakeholder Advisory Committee.

#### **Meeting Summaries and Archive of Committee Activities**

Produce a meeting summary for each meeting that captures concerns, questions and action items. Edit each meeting summary based on staff comments and committee corrections. Organize meeting information for archive—handouts, presentations, and meeting summaries for agency storage and/or web posting to [northfloridawater.com](http://northfloridawater.com) or similar site. Provide the information to the appropriate agency contact for posting. Modify presentations, when needed, so they are Americans with Disabilities Act (ADA) compliant for web posting.

### **V. DELIVERABLES & TIMEFRAMES**

The following are examples of deliverables to be performed under this contract. Work Orders will be issued to specify and clarify assigned tasks, deliverables and time frames.

#### **Stakeholder Advisory Committee Administration**

**Deliverable:** Three updated Outlook-based distribution lists: 1) Key staff; 2) Stakeholder Advisory Committee and any official alternates; and 3) Interested persons who wish to be notified by email about the Stakeholder Advisory Committee meetings.

**Deliverable:** Applicable committee records in Microsoft Word format.

**Deliverable:** Attendance record of appointed committee members.

**Meeting Facilitation**

**Deliverable:** Draft and final meeting agendas for up to four meetings (June-September 2012).

**Deliverable:** Facilitation of up to four meetings in the North Florida region, including preparation for meetings and follow up on action items. Participation in up to two in-person staff meetings to prepare for meeting discussions.

**Meeting Summaries and Archive of Committee Activities**

**Deliverable:** Draft staff review and final (committee-approved) version of the meeting summary for each of four meetings (June – September 2012).

**Deliverable:** Information from all speakers and presenters compiled and ready for archiving and/or web posting.

**VI. BUDGET**

The contract not to exceed amount for the time remaining in the FY 12 fiscal year (contract effective date – September 30, 2012) is \$35,000.00. Invoices will be submitted monthly, based on tasks completed at the rates included below.

<b>Role</b>	<b>Hourly Rate</b>
Senior Facilitator/Sr. Program Manager	\$148.07
Facilitator/Program Manager	\$95.00

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE April 19, 2012

RE: Authorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Water Sampling and Chemistry Analysis Services

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the USGS in the amount of \$45,128 for water sampling and analysis services at White Sulphur and Suwannee springs, of which \$27,077 will be provided by the District.**

BACKGROUND

The proposed contract with the USGS is a joint funding agreement covering the first year of a two-year project (FY 2011/2012 and FY 2012/2013). The total amount for the first year is \$45,128, with the District providing \$27,077 and the USGS contributing \$18,051. The rationale for the multi-year scope is to permit sampling under two different hydrologic conditions.

The table below outlines the complete funding breakdown. The USGS contribution is 40 percent.

	FY12	FY13	Total
SRWMD	\$27,077	\$30,077	\$57,154
USGS	\$18,051	\$20,051	\$38,102
Total	\$45,128	\$50,128	\$95,256

Under the scope of work, water samples would be analyzed for their isotope chemistry to help determine the hydrogeologic source and age of this sulfur-

laden water. At White Sulphur Spring, this work may involve a cave diving event (under a separate existing agreement) to check access for equipment, ascertain sampling depth, and properly place a suction line, at depth, to allow water sample extraction in this typically dry spring. Some wells adjacent to White Sulphur Spring would also be sampled and their water chemistry analyzed.

This proposed scope of work is indirectly tied to establishment of the MFL for the Upper Suwannee River and springs, and staff proposes to fund this work from MFL funds. The information will be critical toward:

1. the development of the MFL prevention or recovery strategy for the river and two springs, and
2. the cooperative development of a regional water supply plan between the SRWMD and SJRWMD (intended for development in 2015).

These two elements are specified as important components in Paragraphs F and G of the *Interagency Agreement* executed between the SRWMD, SJRWMD, and the FDEP (DEPARTMENT):

F) Development of Prevention and Recovery Strategy. SRWMD and SJRWMD will develop and implement one MFL prevention and recovery strategy when withdrawals in one district contribute to water resource impacts in the other district. MFL prevention and recovery strategies will be described within a joint regional water supply plan between SRWMD and SJRWMD. DEPARTMENT will review and comment regarding the strategies by SRWMD and SJRWMD.

G) Joint Regional Water Supply Planning. SRWMD and SJRWMD agree to prepare a joint regional water supply plan encompassing, at a minimum, the northern nine counties within the SJRWMD and any Water Resource Caution Areas designated by the SRWMD which are contiguous with the boundary between the Districts. SRWMD, SJRWMD, and DEPARTMENT will jointly establish and coordinate an open public process, cooperative with all water user groups and other affected and interested parties. consistent with Chapter 62-40.531, Florida Administrative Code, and Section 373.709, Florida Statutes.

Funds for these contractual services are in the FY 2012 budget in Fund Codes 01 and 13.

JG/dd

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: April 26, 2012

RE: Extension of Temporary Water Use Permit Number  
2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties

### RECOMMENDATION

**Staff recommends the Governing Board extend Temporary Water Use Permit number 2-97-00005M2 until June 13, 2012, with seventeen standard conditions and seven special limiting conditions to William Douberly Farm in Gilchrist and Levy Counties.**

### BACKGROUND

The applicant requested a temporary permit on February 1, 2012, following the referral of the petition for administrative hearing to the Division of Administrative Hearings at the January 2012 Governing Board meeting. The Executive Director issued the first temporary permit on February 2, 2012, with an expiration date of February 15, 2012. At the February, March and April 2012, Governing Board meetings, the Board reauthorized the temporary permit. The current temporary permit expires on May 9, 2012.

Section 373.244, Florida Statutes (F.S.) allows the District to issue temporary permits while the application is pending. It also notes that, if granted, temporary permits shall expire on the day following the next regular meeting of the Governing Board. Additionally, the Governing Board shall review temporary permits at each regular meeting and may terminate a temporary permit or refuse to extend it further upon a finding that the water use does not meet the criteria set forth in District rule 40B-2.441, Florida Administrative Code (F.A.C.) that adverse effects are occurring as a result of water use under the temporary permit, or that the water authorized to be used under such permit is no longer required by the permit holder. If the Governing Board extends

the term of a temporary permit for subsequent periods, the expiration date shall be on or before the day following the next regular meeting of the Governing Board.

Staff has determined that the temporary application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C., and Chapter 373, F.S.

KW/tm

April 26, 2012

William P. Douberly, Jr.  
13720 Southwest 4<sup>th</sup> Lane  
Newberry, FL 32669

Subject: Approval of Temporary Water Use Permit Number  
2-97-00005M2, William Douberly Farm, Gilchrist and Levy  
Counties

Dear Mr. Douberly:

Suwannee River Water Management District (District) staff proposes to recommend that the Governing Board extend the above-mentioned temporary permit until June 13, 2012.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P.E.  
Senior Professional Engineer

TS/tm

Enclosure

Certified Mail Receipt Number: 7010 0820 0000 0505 4318

## STAFF REPORT

### TEMPORARY WATER USE PERMIT

**DATE:** April 26, 2012

**PROJECT:** William Douberly Farm

**APPLICANT:** William Douberly Farm  
13720 SW 4<sup>th</sup> LN  
Newberry, FL 32066

**PERMIT APPLICATION NO.:** 2-97-00005M2  
**DATE OF APPLICATION:** January 8, 2007  
**APPLICATION COMPLETE:** October 3, 2011

	Previous Quantities:		Proposed Quantities:	
<b>Average Daily Rate (ADR)</b>	<b>0.6723*</b>	<b>mgd</b>	<b>1.1691</b>	<b>mgd</b>

\* This will void the Richard Beauchamp permit (2-93-00097\*)

#### **Recommended Agency Action**

Staff recommends extension of Temporary Water Use Permit 2-97-00005M2 for the continued use of an existing row crop and livestock operation within Gilchrist and Levy County. This will void the Richard Beauchamp permit (2-93-00097\*) in order to consolidate both operations. The permit will include seventeen standard conditions and seven special limiting conditions. The temporary permit will expire on June 13, 2012.

#### **Project Review Staff**

Kevin Wright, P.E.; Ronald Spencer; and Tim Sagul, P.E., have reviewed the application.

#### **Project Location**

The withdrawal facilities are located in Township 10 South, Range 15 East, and Section 35, Township 11 South, Range 16 East, and Sections 6 & 7 in Levy County, and Township 10 South, Range 16 East, and Sections 31 & 32 in Gilchrist County. The project is located within the lower Suwannee River and Waccasassa River basins according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

## **Project Description**

The project area consists of approximately 1,695 acres (388 owned acres, 1,307 leased acres) with approximately 505 acres being irrigated using groundwater. Irrigation of the applicants 505 wetted acreage is accomplished using six center pivots, two proposed pivots, and drip tape. The operation also includes approximately 400 beef cows.

The water use calculations are based upon the irrigated acreage, livestock and crop types provided by William P. Douberly Jr. Crops include corn, peanuts, watermelon, sorghum and winter rye. The Average Daily Rate (ADR) of withdrawal will be 1.1691 mgd. The ADR equates to 31.1 inches of supplemental irrigation annually and an average of 15 gallons per day per head of cattle.

The project area includes eight active wells and one inactive well. Use of the wells will be for irrigation and livestock. The well inventory includes the following: one 2-inch well, two 4-inch wells, and six 10-inch wells. A list of wells can be found in the table on Attachment A.

## **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon number of livestock, crop types, and irrigated acres.

## **Water Conservation**

The applicant has completed the Water Conservation worksheets for Center Pivot Irrigation, Livestock Watering, and Drip Irrigation Systems.

## **Harm Analysis**

Staff determined through the SRWMD North Florida Model, version 1.0, that the proposed water use would not violate minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

## **Application Timeline**

Staff recommended issuance of the modification at the December 13, 2011, Governing Board meeting. A petition requesting an Administrative Hearing was received on January 3, 2012. The Governing Board referred the petition to DOAH on January 10, 2012. The Executive Director issued the first temporary permit on February 2, 2012, with an expiration date of February 15, 2012. At the February 14, 2012 Governing Board meeting, the Board reauthorized the temporary permit until March 14, 2012. At the March 13, 2012 Governing Board meeting, the Board reauthorized the temporary permit until April 11, 2012. At the April 10, 2012 Governing Board meeting, the Board reauthorized the temporary permit until May 9, 2012.

## **Standard Conditions**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined Floridan aquifer for overhead irrigation.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)4., F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include,

but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit.

The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

18. All correspondence sent to the District regarding this permit must include the permit number 2-97-00005M2.

19. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

20. The Permittee shall implement and/or maintain the conservation practices selected on the water conservation worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The Permittee shall submit a plan for monitoring groundwater withdrawals, at the Permittee's expense, within one year of issuance. This plan shall be implemented within one year after District approval. Reporting shall take place every three months and provided to the District on or before the fifteenth day of the following month.

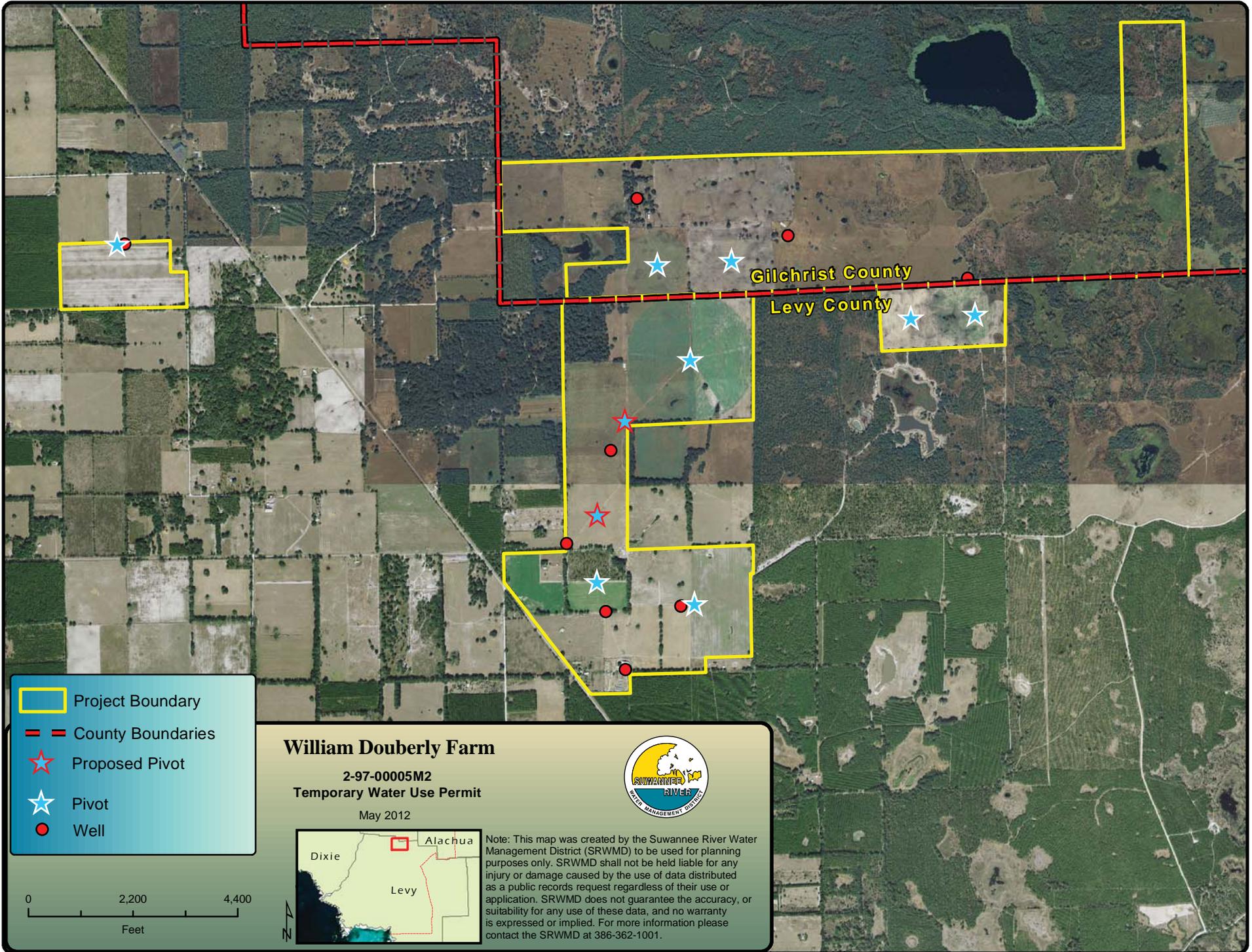
22. The issuance of this Temporary Water use Permit shall not in any way be construed as a commitment to issue a water use permit.

23. The permitted water withdrawal facilities are listed in the table on Attachment A.

24. This temporary permit shall expire on June 13, 2012.

Attachment A  
2-97-00005M2  
William Douberly Farm

Name	Status	Diameter	Capacity (gpm)	Water Use
Beauchamp Well	Active	10	600	Irrigation
Hay Barn Well	Active	10	1000	Irrigation
Cow Pen Well	Active	2	15	Livestock
Brock Well	Active	10	800	Irrigation
Money Pit Well	Inactive	10	400	Irrigation
Beasley Well	Active	10	1000	Irrigation
Johnson 120 Well	Active	10	1000	Irrigation
Campsite Well	Active	4	20	Livestock
Barn Well	Active	4	28	Livestock



## MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, Senior Professional Engineer  
DATE: April 26, 2012  
RE: Extension of Temporary Water Use Permit Number  
2-11-00063, Richard Douglas Farm, Gilchrist County

### RECOMMENDATION

**Staff recommends the Governing Board extend Temporary Water Use Permit number 2-11-00063 until June 13, 2012, with seventeen standard conditions and six special limiting conditions to Richard Douglas and Joshua Moore in Gilchrist County.**

### BACKGROUND

The applicant requested a temporary permit on March 23, 2012, following the petition for administrative hearing. This petition was dismissed without prejudice at the March 26, 2012, Intermediate Governing Board meeting. The Executive Director issued the first temporary permit on March 28, 2012, with an expiration date of April 11, 2012. At the April 10, 2012 Governing Board meeting, the Board reauthorized the temporary permit until May 9, 2012.

Section 373.244, Florida Statutes (F.S.), allows the District to issue temporary permits while the application is pending. It also notes that, if granted, temporary permits shall expire on the day following the next regular meeting of the Governing Board. Additionally, the Governing Board shall review temporary permits at each regular meeting and may terminate a temporary permit or refuse to extend it further upon a finding that the water use does not meet the criteria set forth in District rule 40B-2.441, Florida Administrative Code (F.A.C.) that adverse effects are occurring as a result of water use under the temporary permit, or that the water authorized to be used under such permit is no longer required by the permit holder. If the Governing Board extends the term of a temporary permit for subsequent periods, the expiration date shall be on or before the day following the next regular meeting of the Governing Board.

Staff has determined that the temporary application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C., and Chapter 373, F.S.

KW/tm

April 26, 2012

Richard Douglas  
6524 NE 55<sup>th</sup> Street  
High Springs, FL 32643

Subject: Approval of Temporary Water Use Permit Number  
2-11-00063, Richard Douglas Farm, Gilchrist County

Dear Mr. Douglas:

Suwannee River Water Management District (District) staff proposes to recommend that the Governing Board extend the above-mentioned temporary permit until June 13, 2012.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on May 8, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.  
Senior Professional Engineer

TS/tm  
Enclosure

cc: Richard Maguire  
Tommy Reeves  
Certified Mail Receipt Number: 7008 1300 0001 7731 7623

April 26, 2012

Joshua Moore  
PO Box 145  
Bell, FL 32619

Subject: Approval of Temporary Water Use Permit Number  
2-11-00063, Richard Douglas Farm, Gilchrist County

Dear Mr. Moore:

Suwannee River Water Management District (District) staff proposes to recommend that the Governing Board extend the above-mentioned temporary permit until June 13, 2012.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on May 8, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.  
Senior Professional Engineer

TS/tm

Enclosure

cc: Richard Maguire  
Tommy Reeves

Certified Mail Receipt Number: 7008 1300 0001 7731 7616

## STAFF REPORT

### TEMPORARY WATER USE PERMIT

**DATE:** April 26, 2012

**PROJECT:** Richard Douglas Farm

**APPLICANT:**

Richard Douglas  
6524 NE 55<sup>th</sup> Street  
High Springs, FL 32643

Joshua Moore  
PO Box 145  
Bell, FL 32619

**PERMIT APPLICATION NO.:** 2-11-00063

**DATE OF ORIGINAL APPLICATION:** December 28, 2011

**DATE OF TEMPORARY PERMIT REQUEST:** March 23, 2012

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	-	mgd	0.1671	mgd

#### Recommended Agency Action

Staff recommends extension of Temporary Water Use Permit 2-11-00063 for growing watermelons within Gilchrist County. The temporary water use permit meets the criteria of subsection 373.223(1), Florida Statutes, and all applicable administrative rules. The permit will include seventeen standard conditions and six special limiting conditions. The temporary permit will expire on June 13, 2012.

#### Project Review Staff

Kevin Wright, P.E.; Ronald Spencer; and Tim Sagul, P.E., have reviewed the application.

#### Project Location

The withdrawal facilities are located in Township 08 South, Range 16 East, Section 03 in Gilchrist County. The project is located within the Santa Fe River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 subbasins.

## **Project Description**

The project area consists of approximately 145 acres with approximately 72 acres being irrigated with a drip system supplied by groundwater. Richard Douglas is the landowner, with Josh Moore as the lessee. The temporary permit is only for a watermelon crop.

Since the temporary permit will have a duration of 36 days, staff converted the annual allocation for watermelon into a seasonal allocation (15.038 million gallons over the 90-day growing season). Staff then proportioned the 90-day growing season into a 36-day temporary allocation (6.0152 million gallons for 36-days).

The Average Daily Rate (ADR) will be 0.1671 mgd. The ADR equates to 3.1 inches of supplemental irrigation during the 36-day temporary permit duration.

The project has one 10-inch irrigation well with a capacity of 1,000 gallons per minute.

## **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon crop types and irrigated acres.

## **Water Conservation**

Joshua Moore has completed the water conservation worksheets for the drip irrigation system.

## **Minimum Flows and Levels Compliance**

Staff determined through the SRWMD North Florida Model, version 1.0, that the proposed water use would not violate minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

## **Unforeseen or Unforeseeable Circumstances**

The applicant submitted the original application on December 28, 2011, well within the traditional timeframes for evaluation and issuance of this relatively low-

quantity water use permit (ie. one well, one irrigation system). Due to the relatively low quantities requested, the applicant did not foresee any administrative challenges to his permit application.

Due to the limited timeframes for marketability of watermelons in Florida, watermelon plants must be grown during the middle of March to meet the summer market. Watermelon plants will only last approximately four days in a dry, unirrigated state. The applicant would be forced to lose his crop if this temporary water use permit is not issued.

### **Application Timeline**

The original application was received on December 28, 2012. A request for additional information was sent on January 17, 2012. The applicant requested a temporary permit on March 23, 2012, following the petition for administrative hearing. This petition was dismissed without prejudice at the March 26, 2012 Intermediate Board meeting. The Executive Director issued the first temporary permit on March 28, 2012, with an expiration date of April 11, 2012. At the April 10, 2012 Governing Board meeting, the Board reauthorized the temporary permit until May 9, 2012.

### **Conditions of Issuance**

#### **Is this a reasonable–beneficial use?**

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use interfere with any presently existing legal use of water?**

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

#### **Will this use be consistent with the public interest?**

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?**

[ref. 40B-2.301(2)(a)]

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

**Is this use for a purpose that is both reasonable and consistent with the public interest?**

[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

**Will the source of the water be capable of producing the requested amounts and appropriate quality of water?**

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

**Will the use degrade the source from which it is withdrawn?**

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

**Will the use cause or contribute to flooding?**

[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

**Will the use harm offsite land uses?**

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

**Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.**

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

**Will the use cause or contribute to a violation of either minimum flows or levels?**

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

**Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?**

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

**Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?**

[ref. 40B-2.301(2)(j)]

Yes, Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

**Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?**

[ref. 40B-2.301(2)(k)]

No, the applicant has not proposed to use an alternative water supply.

### **Standard Conditions**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined Floridan aquifer for low volume irrigation.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)4., F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.

7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers

several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

18. All correspondence sent to the District regarding this permit must include the permit number 2-11-00063.

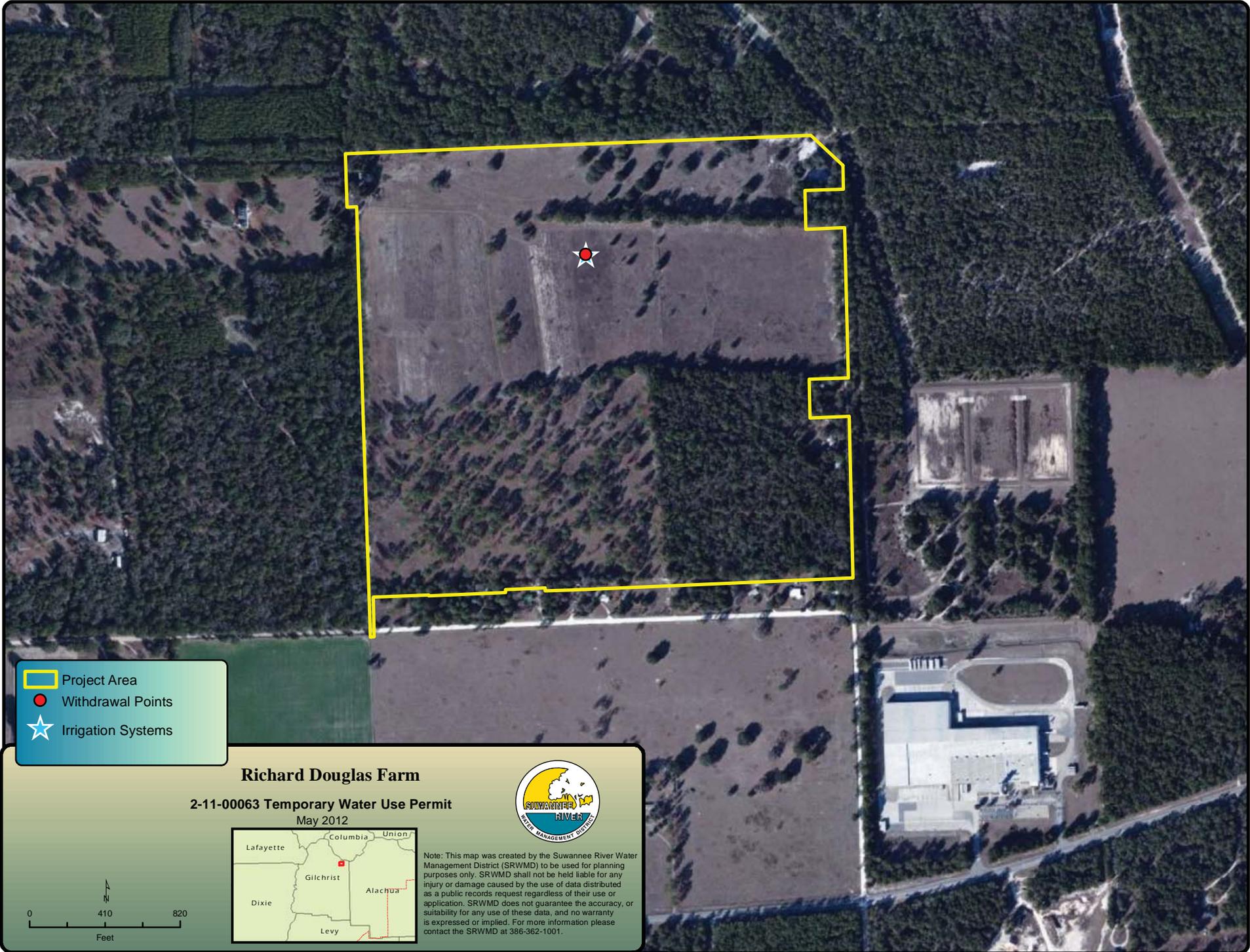
19. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

20. The Permittee shall implement and/or maintain the conservation practices selected on the Water Conservation Worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The permitted water withdrawal facilities consist of, and are limited to, one 10-inch well with the pumping capacity of 1000 gallons per minute.

22. This Permit is a temporary permit issued pursuant to Section 373.244, Florida Statutes. The issuance of this Permit shall not in any way be construed as a commitment by the District to issue any water use permit pursuant to Sections 373.219 and 373.229, Florida Statutes. Further, the issuance of this Permit shall not affect the ability of the District to deny any pending application for a water use permit pursuant to Sections 373.219 and 373.229, Florida Statutes.

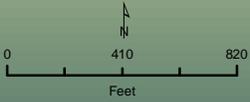
23. Unless extended by the District's Governing Board, this Permit shall expire on June 13, 2012.



-  Project Area
-  Withdrawal Points
-  Irrigation Systems

**Richard Douglas Farm**

**2-11-00063 Temporary Water Use Permit**  
 May 2012



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: April 26, 2012

RE: Approval of Water Use Permit Application Number  
2-11-00040, Loncala Dairies, Gilchrist County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-11-00040 with seventeen standard conditions and nine special limiting conditions to Alliance Grazing Group in Gilchrist County.**

### BACKGROUND

Staff recommended issuance of a 20-year permit at the December 13, 2011, Governing Board meeting. A petition requesting an Administrative Hearing was received on January 3, 2012. The applicant requested a temporary permit on January 11, 2012, following the referral of the petition for administrative hearing to the Division of Administrative Hearings at the January 2012 Governing Board meeting. The Executive Director issued the first temporary permit on January 19, 2012, with an expiration date of February 15, 2012. At the February, March and April 2012 Governing Board meetings, the Board reauthorized the temporary permit. The current temporary permit is set to expire on May 09, 2012.

During this time, staff and counsel spent numerous hours working with the petitioner to resolve the concerns regarding this project. Accordingly, on March 29, 2012, the Division of Administrative Hearings closed the file and relinquished jurisdiction back to the District.

Staff has determined that the application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C., and Chapter 373, F.S. Through the Division of Administrative Hearing process, no changes were made to the original permit.

KW/tm

April 26, 2012

Alliance Grazing Group  
c/o Ron St. John  
4951 NW 171st Street  
Trenton, FL 32693

Subject: Approval of Water Use Permit Application Number  
2-11-00040, Loncala Dairies, Gilchrist County

Dear Mr. St. John:

Suwannee River Water Management District (District) staff proposes to recommend to the Governing Board that the above-mentioned project be approved.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on May 8, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.  
Senior Professional Engineer

TS/tm

Enclosure

Certified Mail Receipt Number: 7010 1060 0001 1635 3592

## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Alliance Grazing Group  
c/o Ron St. John  
4951 NW 171st Street  
Trenton, FL 32693

At 4:00 p.m. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

Jon Dinges  
Deputy Clerk  
Suwannee River Water Management District  
9225 C.R. 49  
Live Oak, Florida 32060  
386.362.1001 or 800.226.1066 (Florida only)

**STAFF REPORT**  
**WATER USE PERMIT APPLICATION**

**DATE:** April 26, 2012

**PROJECT:** Loncala Dairies

**APPLICANT:** Alliance Grazing Group  
4951 NW 170<sup>th</sup> Street  
Trenton, FL 32693

**PERMIT APPLICATION NO.:** 2-11-00040  
**DATE OF APPLICATION:** September 15, 2011  
**APPLICATION COMPLETE:** September 15, 2011

**PARTNERS:**

<b>R &amp; M AG ENTERPRISES LLC</b> 4951 NW 170 <sup>th</sup> Street Trenton, FL 32693	<b>PIEDMONT DAIRIES, INC.</b> 569 Edgewood Avenue South Jacksonville, FL 32205
--	--

**MANAGER/MEMBER DETAIL: R & M AG ENTERPRISES LLC**

Ronald St. John, Jr. 4951 NW 170 <sup>th</sup> Street Trenton, FL 32693	<b>MGR</b>
Marcia A St. John 4951 NW 170 <sup>th</sup> Street Trenton, FL 32693	<b>MGR</b>

**MANAGER/MEMBER DETAIL: PIEDMONT DAIRIES, INC.**

William A McArthur 569 Edgewood Avenue South Jacksonville, FL 32205	<b>MGR</b>
Charles N Hendrix 569 Edgewood Avenue South Jacksonville, FL 32205	<b>MGR</b>

	<b>Previous Quantities:</b>		<b>Proposed Quantities:</b>	
<b>Average Daily Rate (ADR)</b>	-	mgd	3.7927	mgd

**Recommended Agency Action**

Staff recommends approval of Water Use Permit 2-11-00040 for the establishment of two new grazing dairies and associated irrigated acreage within

Gilchrist County. The permit will include seventeen standard conditions and nine special limiting conditions. The permit will expire on May 08, 2032.

### **Project Review Staff**

Kevin Wright, P.E.; Ronald Spencer; and Tim Sagul, P.E., have reviewed the application.

### **Project Location**

The withdrawal facilities are located in Township 09 South, Range 16 East, Sections 09, 10, 15, and 22 in Gilchrist County. The project is located within the Santa Fe River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 subbasins.

### **Project Description**

The project area consists of approximately 2,101 acres with approximately 1,570 acres being irrigated with 13 new center pivots supplied by groundwater and supplemented with wastewater. The applicant will establish two grazing dairies within this property, milking approximately 4,500 cows with approximately 700 dry cows. The operation will take place in two phases; north and south. The north phase will establish a row crop operation with 7 pivots for approximately 4-5 years. After this time, all land except Pivot #13, will be converted into grazing pasture and the north dairy established. The south phase will begin in years 4-5 with row crops under 6 center pivots. After 2-3 years of row cropping, the land will be converted into pasture and the south dairy will be established. Pivot #13 will remain in a crop rotation of spring corn, fall sorghum and winter cover crop. This forage will supplement the dairies.

The water use calculations are based upon the ultimate buildout of irrigated acreage, crop rotation, crop types and livestock provided by Alliance Grazing Group. All pivots will use the latest sprinkler packages. The Average Daily Rate (ADR) will be 3.7927 mgd. The ADR equates to 30.3 inches of supplemental irrigation annually (including cooling water) and an average of 48.8 gallons per head of cattle.

The project will have 11 proposed wells - 7 irrigation wells and 4 livestock wells. A list of wells can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon crop types, crop rotation, irrigated acres, and number of livestock.

### **Water Conservation**

Alliance Grazing Group has completed the Water Conservation worksheets for Center Pivot Irrigation and Livestock. The permit is conditioned requiring Loncala Dairies to monitor their wells and report their water use.

### **Harm Analysis**

Staff determined through the SRWMD North Florida Model, version 1.0 and the Intra Adaptation of USGS Peninsular Florida Groundwater Flow Model, January 2011, that the proposed water use would not violate minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

### **Application Timeline**

Staff recommended issuance of a 20-year permit at the December 13, 2011, Governing Board meeting. A petition requesting an Administrative Hearing was received on January 3, 2012. The applicant requested a temporary permit on January 11, 2012, following the referral of the petition for administrative hearing to the Division of Administrative Hearings at the January 2012 Governing Board meeting. The Executive Director issued the first temporary permit on January 19, 2012, with an expiration date of February 15, 2012. At the February, March and April 2012 Governing Board meetings, the Board reauthorized the temporary permit. The current temporary permit is set to expire on May 09, 2012. During this time, staff and counsel spent numerous hours working with the petitioner to resolve the concerns regarding this project. Accordingly, on March 29, 2012, the Division of Administrative Hearings closed the file and relinquished jurisdiction back to the District.

## **Conditions of Issuance**

### **Is this a reasonable–beneficial use?**

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

### **Will this use interfere with any presently existing legal use of water?**

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

### **Will this use be consistent with the public interest?**

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

### **Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?**

[ref. 40B-2.301(2)(a)]

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

### **Is this use for a purpose that is both reasonable and consistent with the public interest?**

[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

### **Will the source of the water be capable of producing the requested amounts and appropriate quality of water?**

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

### **Will the use degrade the source from which it is withdrawn?**

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

### **Will the use cause or contribute to flooding?**

[ref. 40B-2.301(2)(e)]

No. Based on crop and livestock types and proposed farm practices, flooding is not a concern for this operation.

**Will the use harm offsite land uses?**

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

**Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.**

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

**Will the use cause or contribute to a violation of either minimum flows or levels?**

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

**Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?**

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

**Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?**

[ref. 40B-2.301(2)(j)]

Yes, Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

**Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?**

[ref. 40B-2.301(2)(k)]

No, the applicant has not proposed to use an alternative water supply.

## **Standard Conditions**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined Floridan aquifer for overhead irrigation.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)4., F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

18. All correspondence sent to the District regarding this permit must include the permit number 2-11-00040.

19. Consistent with condition nine, the Permittee shall mitigate harm to Waters Lake following notice from the District. Mitigation may include, but is not limited to reduction of withdrawals and relocation of wells.

20. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

21. The Permittee shall implement and/or maintain the conservation practices selected on the water conservation worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

22. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

23. The permitted water withdrawal facilities consist of the table on Attachment A.

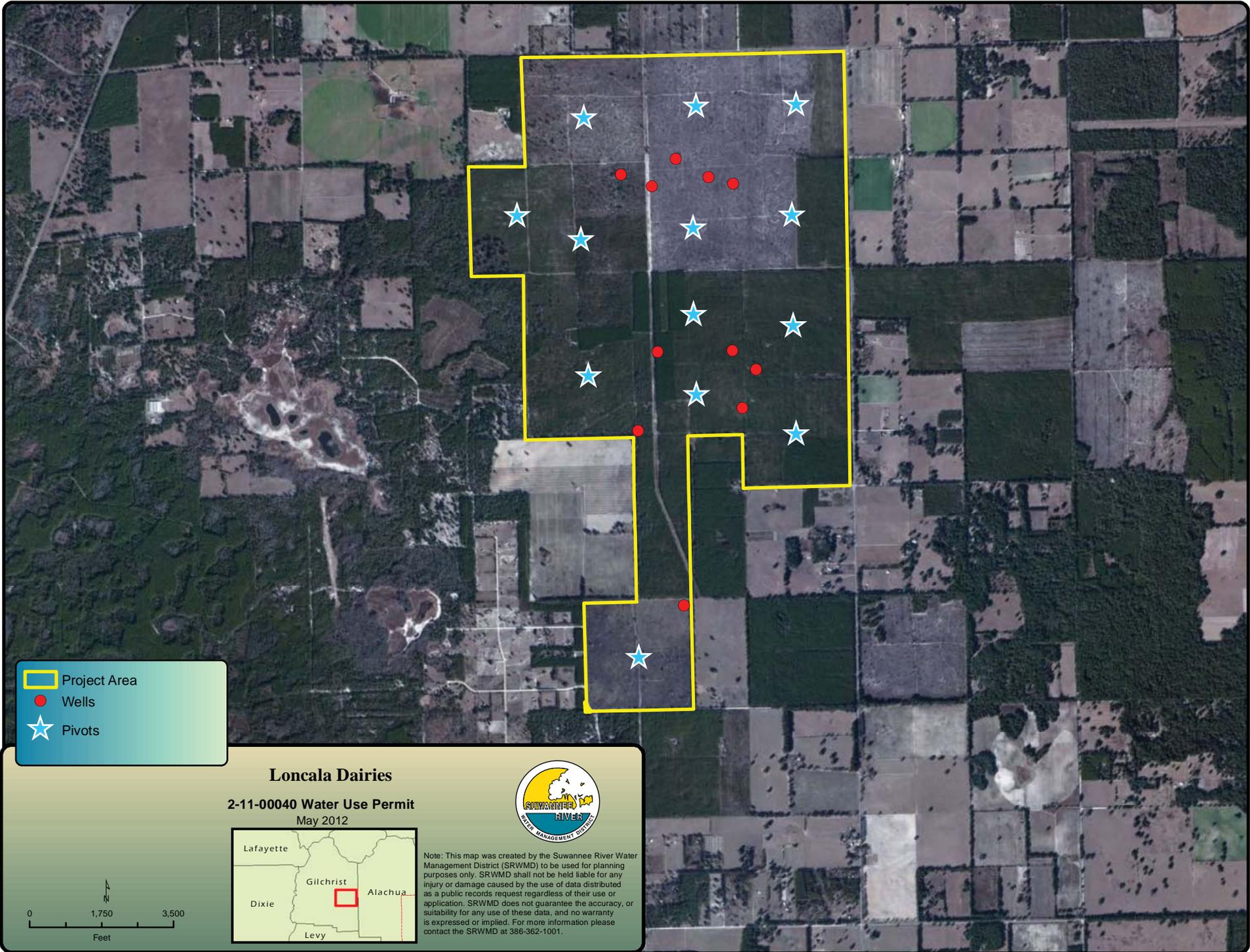
24. This permit and the agricultural operation will be reviewed by District staff and the Permittee during the year 2022. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

25. This permit shall expire on May 08, 2032. The Permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), F.A.C and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.

25. The Permittee shall submit a plan for monitoring groundwater withdrawals, at the Permittee's expense, within one year of issuance. This plan shall be implemented within one year after District approval. Reporting shall take place every three months and provided to the District on or before the fifteenth day of the following month.

Attachment A  
2-11-00040  
Loncala Dairies

Name	Status	Diameter	Capacity (gpm)	Water Use
Well A	Proposed	12	1600	Irrigation
Well B	Proposed	12	1600	Irrigation
Well C	Proposed	12	2000	Irrigation
Well D	Proposed	12	1600	Irrigation
Well E	Proposed	12	1600	Irrigation
Well F	Proposed	12	1500	Irrigation
Well G	Proposed	8	800	Irrigation
Livestock #1	Proposed	8	400	Livestock
Livestock #2	Proposed	8	400	Livestock
Livestock #3	Proposed	8	400	Livestock
Livestock #4	Proposed	8	400	Livestock



## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: April 26, 2012

RE: Approval of Water Use Permit Application Number  
2-11-00041, Piedmont Farms Dairy, Gilchrist County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-11-00041, with seventeen standard conditions and seven special limiting conditions to Piedmont Farms, Inc., in Gilchrist County.**

### BACKGROUND

Staff recommended issuance of a 20-year permit at the December 13, 2011, Governing Board meeting. A petition requesting an Administrative Hearing was received on January 3, 2012. The applicant requested a temporary permit on January 11, 2012, following the referral of the petition for administrative hearing to the Division of Administrative Hearings at the January 2012 Governing Board meeting. The Executive Director issued the first temporary permit on January 19, 2012, with an expiration date of February 15, 2012. At the February, March and April Governing Board meetings, the Board reauthorized the temporary permit. The current temporary permit expires on May 09, 2012.

During this time, staff and counsel spent numerous hours working with the petitioner to resolve the concerns regarding this project. Accordingly, on March 29, 2012, the Division of Administrative Hearings closed the file and relinquished jurisdiction back to the District.

Staff has determined that the application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C., and Chapter 373, F.S. Through the Division of Administrative Hearing process, there were no changes to the original permit.

KW/tm

April 26, 2012

Piedmont Farms, Inc.  
c/o Ron St. John  
4951 NW 170<sup>th</sup> Street  
Trenton, FL 32693

Subject: Approval of Water Use Permit Application Number  
2-11-00041, Piedmont Dairy, Gilchrist County

Dear Mr. St. John:

Suwannee River Water Management District (District) staff proposes to recommend to the Governing Board that the above-mentioned project be approved.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on May 08, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.  
Senior Professional Engineer

TS/tm

Enclosure

Certified Mail Receipt Number: 7010 1060 0001 1350 3585

## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

## NOTICE OF RIGHTS

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Piedmont Farms, Inc.  
c/o Ron St. John  
4951 NW 170<sup>th</sup> Street  
Trenton, FL 32693

At 4:00 p.m. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Jon Dinges  
Deputy Clerk  
Suwannee River Water Management District  
9225 C.R. 49  
Live Oak, Florida 32060  
386.362.1001 or 800.226.1066 (Florida only)

# STAFF REPORT

## WATER USE PERMIT APPLICATION

**DATE:** April 26, 2012

**PROJECT:** Piedmont Dairy

**APPLICANT:** Piedmont Farms, Inc.  
569 Edgewood Ave. South  
Jacksonville, FL 32205

**PERMIT APPLICATION NO.:** 2-11-00041  
**DATE OF APPLICATION:** September 15, 2011  
**APPLICATION COMPLETE:** September 15, 2011

### MANAGER/MEMBER DETAIL:

William A McArthur 569 Edgewood Ave. South Jacksonville, FL 32205	PD
Charles N Hendrix 569 Edgewood Ave. South Jacksonville, FL 32205	V

	Previous Quantities:		Proposed Quantities:	
<b>Average Daily Rate (ADR)</b>	<b>1.7339*</b>	<b>mgd</b>	<b>2.6513</b>	<b>mgd</b>

\* Piedmont Farms, Inc. has elected to void its current permit (2-97-00077R\*)

### Recommended Agency Action

Staff recommends approval of Water Use Permit 2-11-00041 for the establishment of one new grazing dairy in conjunction with an existing dairy and associated irrigated acreage within Gilchrist County. Piedmont Farms, Inc., has elected to void its current permit (2-97-00077R) in order to consolidate both operations. The permit will include seventeen standard conditions and seven special limiting conditions. The permit will expire on May 08, 2032.

### Project Review Staff

Kevin Wright, P.E.; Ronald Spencer; and Tim Sagul, P.E., have reviewed the application.

## **Project Location**

The withdrawal facilities are located in Township 09 South, Range 15 East, Sections 32 and 33 and Township 10 South, Range 15 East, Sections 04 and 05 in Gilchrist County. The project is located within the lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

## **Project Description**

The project area consists of approximately 1,967 acres with approximately 1,101 acres being irrigated with two existing center pivots and six new pivots supplied by groundwater and supplemented with wastewater. Piedmont Farms, Inc. will maintain the existing dairy and establish an additional grazing dairies within this property, milking approximately 2,880 cows with approximately 700 dry cows.

The water use calculations are based upon the provided irrigated acreage, crop rotation, crop types and livestock. All pivots will use the latest sprinkler packages. The Average Daily Rate (ADR) will be 2.6513 mgd. The ADR equates to 30.3 inches of supplemental irrigation annually (including cooling water) and an average of 46.8 gallons per day per head of cattle.

The project will have 6 existing wells and 4 proposed wells - 7 irrigation wells and 3 livestock wells. The combined capacities for the wells are 10.6560 mgd. A list of wells can be found in the table on Attachment A.

## **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon crop types, crop rotation, irrigated acres, and number of livestock.

## **Water Conservation**

Piedmont Dairy has completed the Water Conservation worksheets for Center Pivot Irrigation and Livestock. The permit is conditioned requiring Piedmont Dairies to meter their wells and report their water use.

## **Harm Analysis**

Staff determined through the SRWMD North Florida Model, version 1.0 and the Intra Adaptation of USGS Peninsular Florida Groundwater Flow Model, January 2011, that the proposed water use would not violate minimum flows and levels

(MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

### **Application Timeline**

Staff recommended issuance of a 20-year permit at the December 13, 2011, Governing Board meeting. A petition requesting an Administrative Hearing was received on January 3, 2012. The applicant requested a temporary permit on January 11, 2012, following the referral of the petition for administrative hearing to the Division of Administrative Hearings at the January 2012 Governing Board meeting. The Executive Director issued the first temporary permit on January 19, 2012, with an expiration date of February 15, 2012. At the February, March and April Governing Board meetings, the Board reauthorized the temporary permit. The current temporary permit expires on May 09, 2012. During this time, staff and counsel spent numerous hours working with the petitioner to resolve the concerns regarding this project. Accordingly, on March 29, 2012, the Division of Administrative Hearings closed the file and relinquished jurisdiction back to the District.

### **Conditions of Issuance**

#### **Is this a reasonable–beneficial use?**

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use interfere with any presently existing legal use of water?**

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

#### **Will this use be consistent with the public interest?**

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?**

[ref. 40B-2.301(2)(a)]

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

**Is this use for a purpose that is both reasonable and consistent with the public interest?**

[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

**Will the source of the water be capable of producing the requested amounts and appropriate quality of water?**

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

**Will the use degrade the source from which it is withdrawn?**

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

**Will the use cause or contribute to flooding?**

[ref. 40B-2.301(2)(e)]

No. Based on crop and livestock types and proposed farm practices, flooding is not a concern for this operation.

**Will the use harm offsite land uses?**

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

**Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.**

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

**Will the use cause or contribute to a violation of either minimum flows or levels?**

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

**Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?**

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

**Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?**

[ref. 40B-2.301(2)(j)]

Yes, Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

**Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?**

[ref. 40B-2.301(2)(k)]

No, the applicant has not proposed to use an alternative water supply.

### **Standard Conditions**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined Floridan aquifer for overhead irrigation.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)(4), F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved

mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit.

The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

18. All correspondence sent to the District regarding this permit must include the permit number 2-11-00041.

19. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

20. The Permittee shall implement and/or maintain the conservation practices selected on the Water Conservation Worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

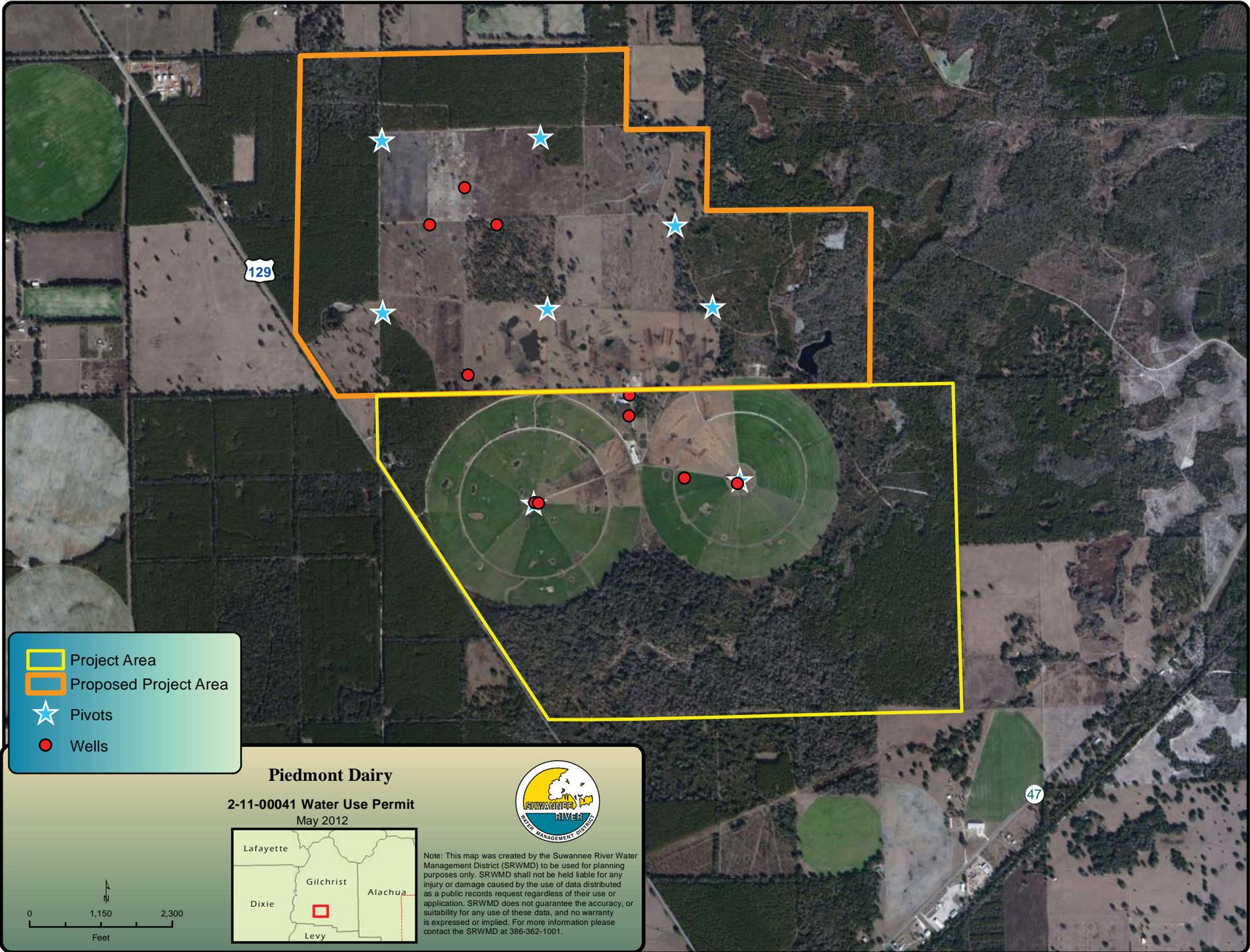
22. The permitted water withdrawal facilities consist of the table on Attachment A.

23. This permit and the agricultural operation will be reviewed by District staff and the Permittee during the year, 2022. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

24. This permit shall expire on May 8, 2032. The Permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), F.A.C and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.

Attachment A  
2-11-00041  
Piedmont Dairy

Name	Status	Diameter	Capacity (gpm)	Water Use
No.1	Active	8	300	Livestock
No.3	Active	12	700	Irrigation
No.4	Active	8	400	Irrigation
No.5	Active	12	700	Irrigation
No.6	Active	8	400	Irrigation
Well A	Proposed	12	1600	Irrigation
Well B	Proposed	12	1600	Irrigation
Well C	Active	8	900	Irrigation
Well D	Proposed	8	400	Livestock
Well E	Proposed	8	400	Livestock



## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Senior Professional Engineer

DATE: April 26, 2012

RE: Approval of Water Use Permit Application Number  
2-12-00029, Stagecoach Properties, Suwannee County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-12-00029, with seventeen standard conditions and eight special limiting conditions to Beaver Property Investments, LLC, in Suwannee County.**

### BACKGROUND

Staff has determined that the application is complete and satisfies the conditions for issuance in Chapter 40B-2, Florida Administrative Code.

/tm

April 26, 2012

Beaver Property Investments, LLC  
c/o John M. Beaver, Jr.  
10264 Hwy 129S  
Live Oak, FL 32060

Subject: Approval of Water Use Permit Application Number  
2-12-00029, Stagecoach Properties, Suwannee County

Dear Mr. Beaver:

Suwannee River Water Management District (District) staff proposes to recommend to the Governing Board that the above-mentioned project be approved.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on May 8, 2012, which is open to the public.

Persons considered to be affected by this proposed agency action may request an administrative hearing. The request must be written and must adhere to the requirements of Chapter 28-106, Florida Administrative Code. Please see the enclosed Notice of Rights. All requests for administrative hearings shall be sent to the District at 9225 County Road 49, Live Oak, Florida 32060. Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.  
Senior Professional Engineer

TS/tm

Enclosure

Certified Mail Receipt Number: 7010 1060 0001 1350 1956

## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

## NOTICE OF RIGHTS

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Beaver Property Investments, LLC  
c/o John M. Beaver, Jr.  
10264 Hwy 129S  
Live Oak, FL 32060

At 4:00 p.m. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Jon Dinges  
Deputy Clerk  
Suwannee River Water Management District  
9225 C.R. 49  
Live Oak, Florida 32060  
386.362.1001 or 800.226.1066 (Florida only)

**STAFF REPORT**

**WATER USE PERMIT APPLICATION**

**DATE:** April 26, 2012

**PROJECT:** Stagecoach Properties

**APPLICANT:**

Beaver Property  
Investments, LLC  
10264 Hwy 129S  
Live Oak, FL 32060

**PERMIT APPLICATION NO.:** 2-12-00029  
**DATE OF APPLICATION:** February 20, 2012  
**APPLICATION COMPLETE:** February 20, 2012  
**DEFAULT DATE:** May 20, 2012

**MANAGER/MEMBER DETAIL: BEAVER PROPERTY INVESTMENTS, LLC**

J. M. BEAVER, JR. MANAGEMENT, INC. 10264 Hwy129S Live Oak, FL 32060	<b>MGRM</b>
--	-------------

**MANAGER/MEMBER DETAIL: J. M. BEAVER, JR. MANAGEMENT, INC.**

JOHN M BEAVER, JR 10264 Hwy129S Live Oak, FL 32060	<b>DPT</b>
WAYNE M BEAVER 10264 Hwy129S Live Oak, FL 32060	<b>VPS</b>

	<b>Previous Quantities:</b>		<b>Proposed Quantities:</b>	
<b>Average Daily Rate (ADR)</b>	-	mgd	1.2475	mgd

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for a new agricultural use located within Suwannee County. The permit includes seventeen standard conditions and eight special limiting conditions. The permit will expire on May 8, 2032.

## **Project Review Staff**

Ronnie Spencer, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

## **Project Location**

The withdrawal facilities are located in Township 01 South, Range 12 East, Sections 15 and 16 in Suwannee County. The project is located within the upper Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

## **Project Description**

The project area consists of approximately 832 acres with approximately 717 acres being irrigated using groundwater.

The water use calculations are based upon the irrigated acreages and crop types provided by Beaver Property Investments, LLC. Crops include corn and peanuts with winter rye each year. The applicant will use 8 center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal is calculated as 1.2475 mgd, which equates to 23.4 inches of supplemental irrigation annually.

The project area includes seven proposed wells. Use of the wells will be for irrigation. The District has not received an application for Water Well Construction permits. The well inventory can be found in the table on Attachment A.

## **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types and irrigated acres.

## **Water Conservation**

The applicant has completed the Water Conservation Worksheets for Center Pivot Irrigation.

## **Minimum Flows and Levels Compliance**

Staff determined through the SRWMD North Florida Model, version 1.0, that the proposed water use would not violate minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries.

However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

### **Conditions of Issuance**

#### **Is this a reasonable–beneficial use?**

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use interfere with any presently existing legal use of water?**

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

#### **Will this use be consistent with the public interest?**

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

#### **Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?**

[ref. 40B-2.301(2)(a)]

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

#### **Is this use for a purpose that is both reasonable and consistent with the public interest?**

[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

#### **Will the source of the water be capable of producing the requested amounts and appropriate quality of water?**

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

#### **Will the use degrade the source from which it is withdrawn?**

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

#### **Will the use cause or contribute to flooding?**

[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

**Will the use harm offsite land uses?**

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

**Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.**

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

**Will the use cause or contribute to a violation of either minimum flows or levels?**

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

**Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?**

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

**Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes,(F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?**

[ref. 40B-2.301(2)(j)]

Yes, Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

**Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?**

[ref. 40B-2.301(2)(k)]

No, the applicant has not proposed to use an alternative water supply.

## **Standard Conditions**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined Floridan aquifer for overhead irrigation.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)(4), F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

18. All correspondence sent to the District regarding this permit must include the permit number 2-12-00029.

19. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

20. The Permittee shall implement and/or maintain the conservation practices selected on the Water Conservation Worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

22. The Permittee will be allowed to traverse equipment through wetlands as allowed by Florida Department of Agriculture and Consumer Services' Best Management Practices; however, the Permittee may not cultivate the wetlands without further environmental permitting.

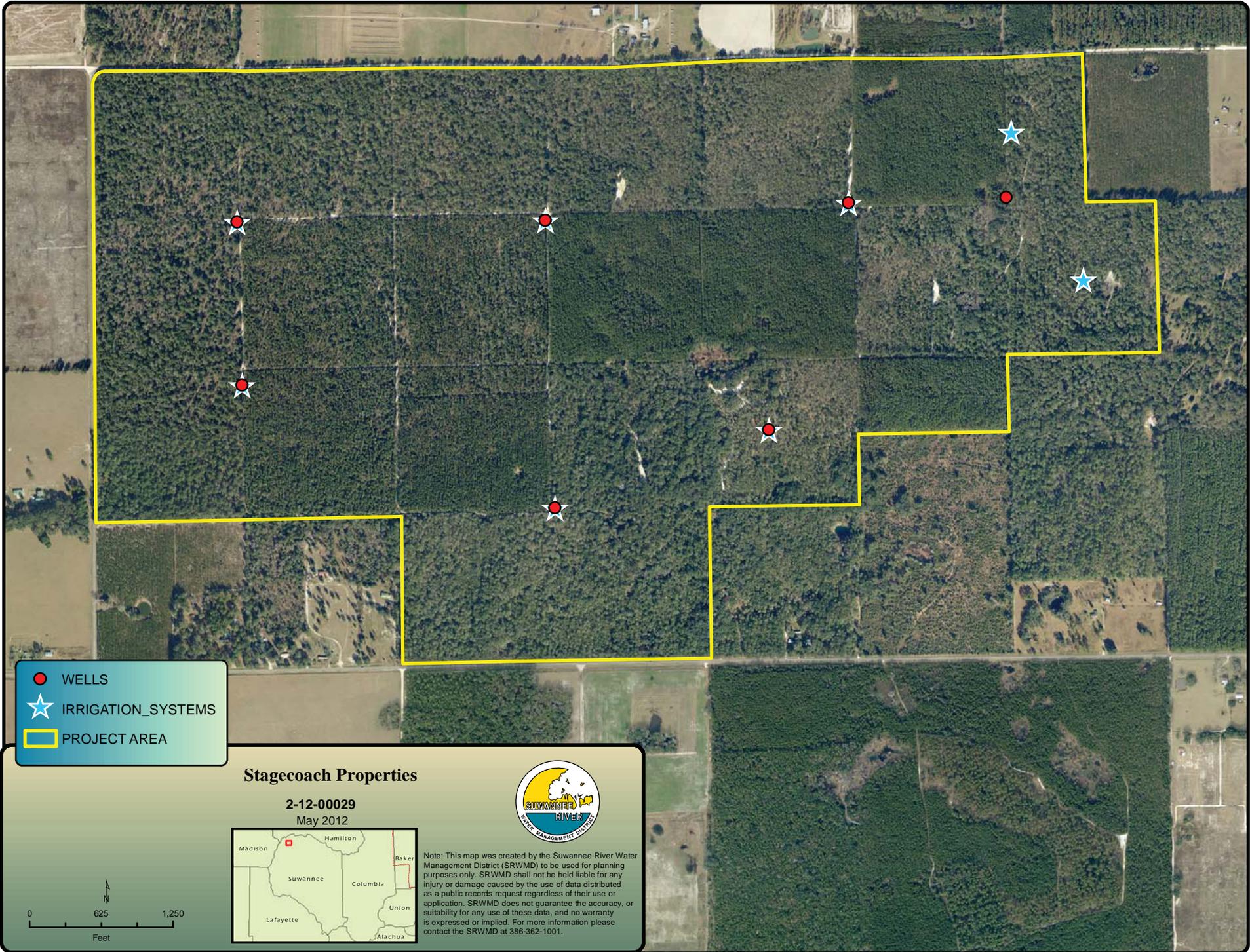
23. The permitted water withdrawal facilities are listed in Attachment A.

24. This permit and the agricultural operation will be reviewed by District staff and the Permittee during the year 2022. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

25. This permit shall expire on May 8, 2032. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), FAC and the required fee to the District pursuant to section 40B-2.361, FAC, prior to this expiration date in order to continue the use of water.

Attachment A  
2-12-00029  
Beaver Property Investments, LLC

Name	Status	Diameter	Capacity (gpm)	Water Use
#1	Proposed	12	1000	Irrigation
#2	Proposed	12	1000	Irrigation
#3	Proposed	12	1000	Irrigation
#4	Proposed	12	1000	Irrigation
#5	Proposed	12	600	Irrigation
#6	Proposed	12	1000	Irrigation
#7	Proposed	10	600	Irrigation



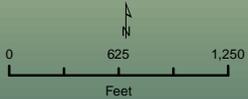
- WELLS
- ★ IRRIGATION\_SYSTEMS
- PROJECT AREA

**Stagecoach Properties**

2-12-00029  
May 2012



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.



## MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE: April 19, 2012

RE: Water Supply Program Activity Report

### **SRWMD/SJRWMD/DEP Interagency Agreement:**

- Staff attended a meeting with SJRWMD staff to further review the revised hydrostratigraphic framework for the regional modeling efforts on March 15 at the SJRWMD office located in Palatka.

### **Water supply planning:**

- Staff has been attending Consumptive Use Permitting consistency meetings and teleconferences with the other four water management districts and the Department of Environmental Protection. These meetings are being held to promote permitting consistency between all five water management districts.
- Staff has and will be attending, via teleconference, consumptive use permitting application meetings on April 11, 18, 25, and May 2. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent applications for water use permits.
- Staff attended, via teleconference, a consumptive use permitting allocation flexibility meeting on April 13. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent water use permit allocation methodology.
- Staff has and will be attending, via teleconference, consumptive use permitting demand projections meetings on April 17, 24, and May 1. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent demand projection methodologies for water use permits.
- Staff attended, via teleconference, a consumptive use permitting conservation rule requirements meeting on April 18. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent conservation rule requirements for water use permits.
- Staff attended, via teleconference, a consumptive use permitting criteria/conditions of issuance meeting on April 20. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent permitting criteria for water use permits.
- Staff will attend, via teleconference, a consumptive use permitting wetland harm meeting on April 27. Staff plans to continue to attend these meetings by teleconference to participate in the development of consistent wetland harm criteria for water use permits.

- Staff continues to meet regularly with SJRWMD via conference calls to coordinate activities in the water supply planning and permitting processes.

**Interstate coordination:**

- The next Florida/Georgia coordination meeting is scheduled for September 12, 2012, from 9:00 am to 2:00 pm, at the Wiregrass Technical College located in Valdosta, Georgia.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the May 8, 2012, Governing Board meeting if you would like further information.

CH/dd

## MEMORANDUM

TO: Governing Board

FROM: Megan Wetherington, Senior Professional Engineer

DATE: April 19, 2012

RE: Water Resource Monitoring Program Activity Report

Staff collected water chemistry samples at 24 groundwater sites; recorded levels and maintained stations at 181 wells, 21 lakes, and 19 stream stations; and reported rainfall from 38 sites to the National Weather Service. Agricultural water use was monitored at 192 wells on 48 agricultural operations.

Staff worked with SJRWMD staff toward the completion of two monitor wells, an upper and lower Floridan, at the District's Falling Creek property. Staff also coordinated the location of a proposed new upper Floridan monitor well on the District's Bay Creek property in Columbia County and the logging of an abandoned public supply well in Jasper.

Installation of telemetry on wells and surfacewater gages continued, with 81 new sites installed to date. The automation of the network has allowed data collection to proceed with two fewer staff positions than a year ago.

Staff provided a hydrologic conditions update to the San Pedro Bay Landowner's Association.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the May 8, 2012, Governing Board meeting if you would like further information.

MW/dd

## MEMORANDUM

TO: Governing Board  
FROM: John Good, Chief Professional Engineer  
DATE: April 19, 2012  
RE: Minimum Flows and Levels (MFLs) Activity Report

The following information is aggregated by water body and organized by anticipated completion date. Budgets shown are for Work Orders issued to date and do not include anticipated monies.

### Lower Santa Fe and Ichetucknee Rivers & Springs

- Boundary conditions of the HEC-RAS river model were revised and calibration completed April 6<sup>th</sup> to accommodate additional flow data near High Springs, the model has been received as evidence of task completion.
- Model production runs are being executed.
- Work orders for the data analysis and project report are under revision.
- A weekly conference call schedule has been established between staff and the contractors; monthly face-to-face meetings are planned; both will be maintained as needed through project completion.
- Work Order/Budget Status:

Status	Contractor / Vendor	Fiscal Year		Grand Total
		2011	2012	
Completed	Delta Surveying	\$44,749		\$44,749
	Janicki	\$7,000		\$7,000
	USGS	\$5,000		\$5,000
In-progress	BCI	\$1,154	\$25,574	\$26,728
	Intera	\$37,710	\$114,757	\$152,467
	Janicki	\$26,040	\$104,311	\$130,351
		<b>\$121,653</b>	<b>\$244,642</b>	<b>\$366,295</b>

### Upper Suwannee River & Springs

- A surveying firm (AMEC) is under contract and began work on March 12<sup>th</sup>. The work is scheduled for completion within 60 days and is currently on schedule.
- A project is being proposed to analyze the isotope chemistry of water samples from White Sulphur Spring and Suwannee Spring. This will help with

placement of these springs in groundwater models, and thus provide more defensible MFL evaluations of the cause of impacts to these springs. At White Sulphur Spring this work may involve a cave diving event in this typically dry spring. An on-site meeting with the contractors was held April 11<sup>th</sup>.

- Work Order Status (no additional invoices submitted during reporting period):

Status	Contractor / Vendor	Fiscal Year		Grand Total
		2011	2012	
Completed	EAS	\$13,170	\$32,620	\$45,790
	J Sherman Frier	\$28,616	\$6,384	\$35,000
In-progress	AMEC Surveying		\$96,360	\$96,360
	HSW		\$87,900	\$87,900
	USGS		\$7,800	\$7,800
<b>TOTAL</b>		<b>\$41,786</b>	<b>\$231,064</b>	<b>\$272,850</b>

### Lake Butler

- The initial field reconnaissance was completed on February 28<sup>th</sup>.
- The scope for the remaining effort has been received and is under review.
- Completion expected by the end of October 2012.
- Work Order Status (no additional invoices submitted during reporting period):

Status	Contractor / Vendor	Fiscal Year	
		2012	Grand Total
In-progress	Stantec	\$5,500	\$5,500
<b>TOTAL</b>		<b>\$5,500</b>	<b>\$5,500</b>

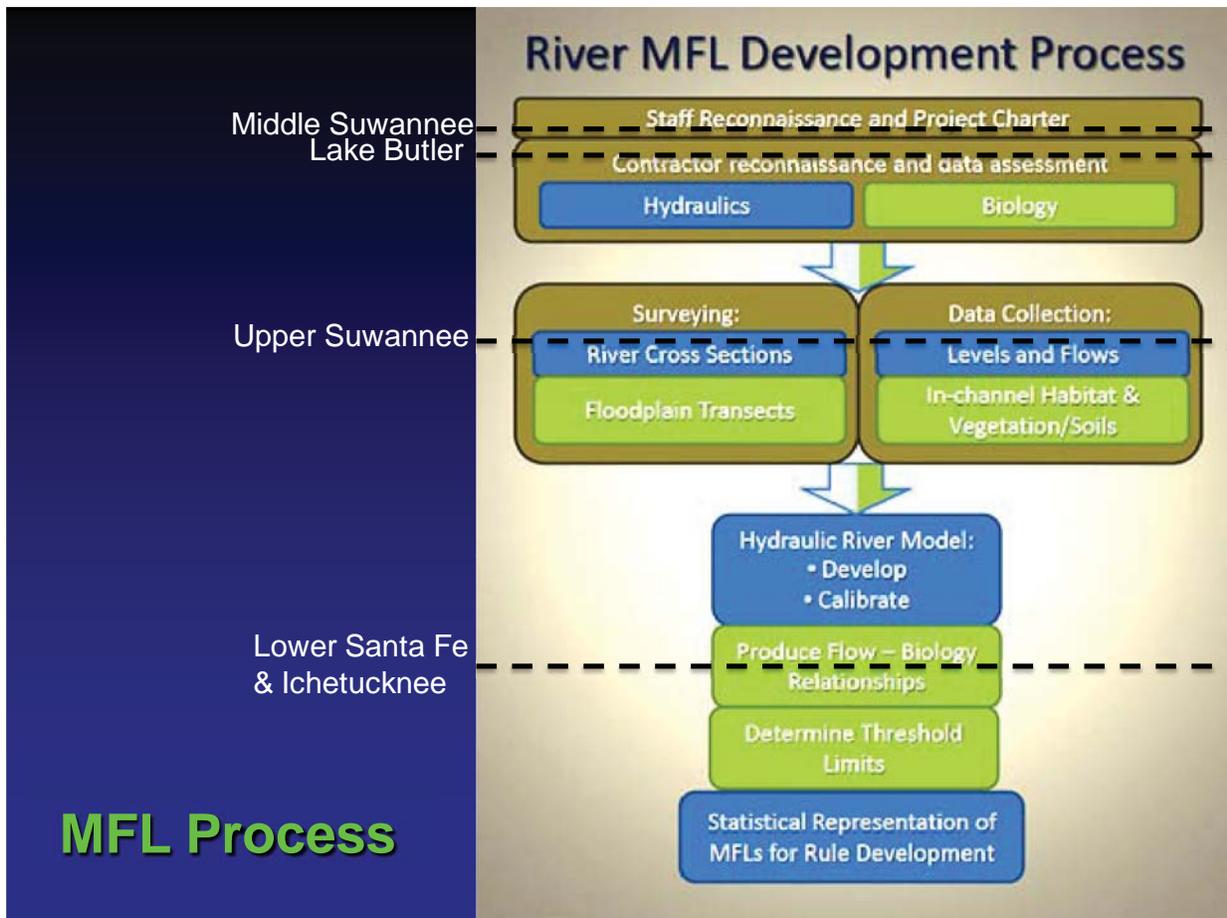
### Middle Suwannee River & Springs

- The initial staff reconnaissance has been completed.
- Discussions are underway with the pre-approved modeling contractors to ascertain backlog and availability.
- No contracting expenses have been incurred.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the May 8, 2012, Governing Board meeting if you would like further information.

JG/dd

## Graphic showing status of water bodies in MFL process



MEMORANDUM

TO: Governing Board  
 FROM: Tim Sagul, Senior Professional Engineer  
 DATE: April 26, 2012  
 RE: Regulatory Program Activity Report

**Environmental Resource Permitting (ERP) Activities**

**Permit Review**

The following table summarizes the environmental resource permitting activities during the month of March.

<b>March 2012</b>	<b>Received</b>				
Environmental Resource Permits	Noticed General	General	Individual	Exemption Requests	Extension Requests
	11	9	2	7	0
	<b>Issued</b>				
	Noticed General	General	Individual	Exemptions Granted	Extensions Granted
	9	11	2	6	0

The following Environmental Resource Permit was issued with the Accelerated Permit Review (APR) process.

<b>ERP Number</b>	<b>Project Name</b>	<b>County</b>	<b>Received</b>	<b>Issued</b>
ERP99-0018M	Olive Garden/Longhorn Restaurants-Lake City	Columbia	3/23/12	3/27/12

The following Individual Environmental Resource Permit was issued by staff, pursuant to 373.079(4)(a), Florida Statutes.

<b>File Number</b>	<b>Project Name</b>	<b>County</b>	<b>Issue Date</b>
ERP00-0240M2	White Lake Modifications at Camp Weed	Suwannee	3/19/12

**Inspections and as-built certification**

The following chart shows staff activity on projects that have been permitted from January 1, 2009 to March 31, 2012.

	<b>Issued</b>	<b>Under</b>	<b>Operation &amp;</b>	<b>Construction</b>	<b>As-Built</b>
		<b>Construction</b>	<b>Maintenance*</b>	<b>Inspections</b>	<b>Inspections</b>
Permit Type				<b>February 2012</b>	<b>February 2012</b>
Exempt	40	19	21	2	0
Noticed General	482	354	128	14	3
General	286	192	94	6	2
Works of the District	110	55	55	2	0
Individual	43	30	13	7	1
Conceptual	3	2	1	0	0
<b>TOTAL</b>	<b>964</b>	<b>652</b>	<b>312</b>	<b>31</b>	<b>6</b>
<b>PERCENT</b>		<b>68%</b>	<b>32%</b>		

\*O& M includes permits that have expired and were not constructed.

## **Water Use Permitting and Water Well Construction**

The following table summarizes water use and water well construction permitting activities during the month of March.

<b>March 2012</b>	<b>Received</b>		<b>Issued</b>
Water Use Permits	11		28
Water Well Permits	148		148
<b>Water well permits issued and received according to well use:</b>			
Abandoned/destroyed	0	Livestock	1
Agricultural Irrigation	14	Monitor	8
Aquaculture	0	Nursery	0
Climate Control	0	Other	1
Fire Protection	2	Public Supply	16
Garden (Non Commercial)	0	Self-supplied Residential	104
Landscape Irrigation	2	Drainage or injection	0
Commercial or Industrial	0	Test	0

The following is a list of reported emergency wells that have been permitted from December 1, 2011 through April 13, 2012. Of the 21 wells, 19 are for residential uses and two are for irrigation. Dry wells accounted for 14 of the emergency permits.

<b>Permit #</b>	<b>Issue Date</b>	<b>TRS</b>	<b>Casing Diameter</b>	<b>Well Use</b>	<b>Emergency Type</b>	<b>County</b>
101271	12/12/11	-040701	2	Residential	Dry Well	Taylor
101272	12/12/11	-040701	2	Residential	Dry Well	Taylor
101308	1/3/12	-062224	2	Residential	Dry Well	Bradford
101300	1/3/12	-081921	4	Residential	Dry Well	Alachua
101359	1/26/12	-040832	4	Residential	Dry Well	Taylor
101361	1/26/12	-091321	2	Residential	Dry Well	Dixie
101370	1/30/12	-101213	4	Residential	Other	Dixie
101382	2/7/12	-091327	2	Residential	Dry Well	Dixie
101394	2/9/12	-062216	4	Residential	Dry Well	Bradford
101421	2/23/12	-091820	4	Residential	Other	Alachua
101457	2/28/12	-051727	4	Residential	Dry Well	Columbia
101544	3/17/12	-081905	4	Residential	Dry Well	Alachua
101521	3/21/12	-131404	4	Residential	Other	Levy
101534	3/26/12	-052231	4	Residential	Dry Well	Bradford
101535	3/26/12	+010402	4	Residential	Dry Well	Jefferson
101540	3/27/12	-050822	2	Residential	Other	Taylor
101563	4/2/12	-051001	10	Irrigation	Other	Lafayette
101553	4/5/12	-091336	2	Residential	Dry Well	Dixie
101583	4/6/12	-062103	4	Residential	Dry Well	Bradford
101584	4/9/12	-051205	10	Irrigation	Other	Lafayette
101597	4/13/12	-010501	4	Residential	Other	Jefferson

## **Rule development and adoption**

The rulemaking schedule follows this report. Staff is participating in weekly joint meetings and conference calls with the Department of Environmental Protection (DEP) and the other Water Management District's (WMD) to address any rule changes required as a result of the recent legislative session and as they relate to water use and environmental resource permitting consistency.

### **Staff Outreach**

- Staff is working on a charter to implement the E-permitting process in cooperation with St. Johns River Water Management District. The Water Well construction portion will be implemented first with ERP and Water Use to follow. Testing for the water well construction portion began this month.
- Staff continued to coordinate with FDEP and water management districts on reclaimed water policy.
- Staff continues to meet with representatives from PCS Phosphate concerning an upcoming permit consolidation. This permit may be presented at the June Governing Board meeting.
- Staff continues to attend the Columbia County and Suwannee County Catalyst Working Groups to discuss regulatory issues.
- Staff met with Todd Stevens of Holly Factory to discuss permit modification which may be presented at the June Governing Board meeting.
- Staff continues to participate in discussions on water use permitting consistency with FDEP and the other water management districts.
- Staff continues the process of locating all impoundments on the Dam Inventory List within the boundaries of the Suwannee River Water Management District.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

TS/rl

Attachments

**40B-1.706**

## Fee Schedule – 40B-2 Citations

GB Rule Dev. Auth.	9/14/10
Notice of Rule Dev.	11/4/11
GB Proposed Rule Auth.	9/14/10
Send to OFARR	3/15/11
Notice of Proposed Rule	3/9/12
Send to JAPC	3/1/12
Mail to DOS (tentative)	4/13/12
Effective Date (tentative)	5/6/12

**40B-2.301**

## Conditions of Issuance of Permits

Send to OFARR	6/29/11
Approved by OFARR	7/5/11
GB Rule Dev. Auth.	8/9/11
Notice of Rule Dev.	8/26/11
GB Proposed Rule Auth.	4/10/12
Notice of Proposed Rule	
Send to OFARR	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-2.301**

## Water Use Monitoring

Send to OFARR	
GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	
Notice of Proposed Rule	
Send to OFARR	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-400.091**

## ERP Handbook

GB Rule Dev. Auth.	12/9/08
Notice of Rule Dev.	2/4/11
GB Proposed Rule Auth.	1/11/11
Send to OFARR	3/15/11
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-400.103**

## ERP Handbook

GB Rule Dev. Auth.	1/11/11
Notice of Rule Dev.	2/4/11
GB Proposed Rule Auth.	1/11/11
Send to OFARR	3/15/11
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

## MEMORANDUM

TO: Governing Board

FROM: Hugh Thomas, Suwannee River Partnership Coordinator

DATE: April 19, 2012

RE: Suwannee River Partnership (SRP) Program Activity Report

Staff conducted a farm tour at 35 Farms for producers that are implementing conservation tillage practices in growing peanuts. IFAS staff assisted with the discussion and arrangements at the farm.

Partnership staff assisted UF-IFAS staff in project planning and implementation of cropping systems related to the USDA Conservation Innovation Grant (CIG) program.

Staff continues to work with the mobile irrigation lab (MIL) staff to coordinate producer evaluations for center pivot irrigation systems.

SRP staff conducted presentations for Florida Department of Agriculture and Consumer Services (FDACS) Cow/Calf Best Management Practice (BMP) programs at cattlemen's meetings in Hamilton and Gilchrist counties.

SRP staff continues to work with the Levy Soil and Water Conservation District to develop and sign contracts with producers for the FDACS center pivot retrofit program whereby new nozzles, regulators, end guns, and other equipment as recommended by the MIL will be installed.

Staff continues to work with regulatory staff in assisting with water use permit renewals, modifications and new permits.

SRP staff met with District staff and several industry representatives including Farm Bureau and dairy and poultry representatives to discuss the various components necessary to develop water use monitoring and reporting programs for the District.

Staff continues to assist the USDA Natural Resources Conservation Service with enrollment for the Gulf of Mexico Initiative. Staff assisted producers with necessary applications to apply for conservation practices.

SRP staff continues to meet monthly with county soil and water conservation districts to keep them apprised of water quantity and water quality issues.

Staff continues to assist with resolving irrigation and other agriculture-related complaints.

Staff continues to visit farmers for enrollment in BMP programs and to assist with BMP implementation assurance, BMP follow-up, sampling assistance, record keeping assistance, and other education. To date, staff has enrolled approximately 332 farms with signed FDACS Notices of Intent to implement BMPs on 177,500 acres. Of the 332 farms, 252 have received cost share as part of the SRP BMP Tools Program.

Based on record checks and the SRP Progressive Farms Program, fertilizer savings are 50 to 80 lbs/acre. Using a 50 pounds savings, this equates to 8,875,000 pounds (4,438 tons) less fertilizer being applied in the basin because of BMP implementation and use of BMP tools. Currently there are 29 farms awaiting cost share for BMP tools representing approximately 9,000 acres.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the May 8, 2012, Governing Board meeting if you would like further information.

HT/dd

MEMORANDUM

TO: Governing Board  
FROM: Bob Heeke, Senior Land Resources Manager  
DATE: April 19, 2012  
SUBJECT: Land Management Activity Report  
NATURAL RESOURCE MANAGEMENT

Timber Sales

The Jones Mill Creek #1 timber sale is approximately 50% complete. This harvest is estimated to produce 29,690 tons of pine.

Licenses to cut timber for Steinhatchee Springs #9, Jerry Branch #1, Goose Pasture #1, and Black Tract #3 timber sales have been executed. The Goose Pasture #2 timber sale is currently being advertised with bids due by April 25, 2012.

Prescribed Fire

*Summary Table FY 2012*

	2012 Target Acres	Acres Complete
SRWMD	14,000	3,196
FFS TRSF	2,000	837
TOTAL	16,000	4,033

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include: Wildlands Fire Services (WFS) and B&B Dugger, Inc., (B&BD). Also included are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). The Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

**2012 Fire Activity Table (3/8 - 4/6)**

		WFS	B&BD	FFS COOP	FFS TRSF	Total Acres	Total Wildfire Acres
<b>TRACT</b>	<b>COUNTY</b>						
Mill Creek North	Madison				100	100	
Anderson Springs	Suwannee				148	148	
Seven Bridges	Jefferson	97				97	
Swift Creek	Hamilton	125				125	
Withlacoochee	Hamilton	112				112	
Peacock Slough	Suwannee	223				223	
Little River	Suwannee	241				241	
<i>Sub-total for Period</i>		798	0	0	248	1,046	0
<i>Previous Acres Burned</i>		2,398	0	0	589	2,987	450
<b>Total Acres</b>		<b>3,196</b>	<b>0</b>	<b>0</b>	<b>837</b>	<b>4,033</b>	<b>450</b>

Parts of the District received enough rainfall over the reporting period to help relieve dry conditions and provide adequate prescribed burning weather. Burn Managers are continuing to focus growing season burns on upland sites that contain sandy soils and have little risk for duff (organic soil) ignition or long term smoking issues. The Boggy Bennett and the L.A. Bennett wildfires in Mallory Swamp have been declared out by the Florida Forest Service. District staff will develop a fireline rehabilitation strategy for this area.

Meteorologists are forecasting La Niña conditions to continue into spring. This may continue to cause higher than normal temperatures and decreased precipitation. In turn, these conditions may continue to inhibit prescribed burning efforts until significant rainfall is received. A complete Florida Forest Service Fire Weather Outlook can be found online at:

[http://www.floridaforestservice.com/fire\\_weather/forecast/seasonal\\_forecast.html](http://www.floridaforestservice.com/fire_weather/forecast/seasonal_forecast.html)

#### Rare Species Monitoring

Over the course of several decades multiple observers have recorded the occurrence of rare and imperiled species on District lands. The District uses GIS software to spatially locate rare species populations; this occurrence record is then maintained in a geodatabase. District staff monitors rare species locations

during the appropriate season to ensure the species' persistence on District lands. Threats and/or stressors to the rare species are documented and addressed to prevent any further degradation. During the past month staff monitored District lands for the presence of the following threatened species:

# of Tracts Monitored	Species	# of Specimens/Populations Observed
1	Blue Butterworts ( <i>Pinguicula caerulea</i> )	2
1	Hooded Pitcherplant ( <i>Sarracenia minor</i> )	1
2	Southern Twayblade ( <i>Listera australis</i> )	0
4	Treat's Rain Lillies ( <i>Zephyranthes atamasco</i> var <i>treatiae</i> )	5
9	Atamasco Lillies ( <i>Zephyranthes atamasco</i> )	13

No stressors or degradation to the above rare species were observed during monitoring. Certain species may not have been observed due to current environmental conditions or failure to observe the species during the monitoring period.

#### FACILITY MANAGEMENT

District staff and contractors are working on the following improvements:

Swift Creek	0.47 miles of road repairs are complete.
Suwannee Springs	Parking lot maintenance is complete.
Holton Creek	2.42 miles of road repairs are complete. An additional 426 feet of hard rock was used to stabilize roads near the Suwannee River. The FWC contributed limerock for this project.
Alapaha Bluff	A new culvert was installed at the parking area entrance.

#### PUBLIC RECREATION SERVICES

District staff met with citizens during a Town Hall meeting with Taylor County Commissioner Pam Feagle. Questions about river access, roads and signs were discussed. Staff received good feedback about some confusing District signs in the area.

In response to a request from Gilchrist County, District staff issued a commercial special use authorization to Waylon and Tanya Rippy to trap feral hogs at the Otter Springs Park & Campground.

District staff met with the Florida Fish and Wildlife Conservation Commission (FWC) for the annual meeting to discuss wildlife management area opportunities and rule changes and updates.

Land Management staff coordinated with Water Resources staff to monitor two well sites on the Falling Creek Falls Tract for cultural resources while the crew from St. Johns River Water Management District dug mud pits for their drilling operation. An additional drilling site on District lands in northern Columbia County is being reviewed.

gal  
008-00025

## MEMORANDUM

TO: Governing Board  
FROM: Brian Kauffman, Senior Professional Engineer  
DATE: April 26, 2012  
RE: Water Resource Projects Program Activity Report

### **Edwards Road Wetlands Restoration Project, Bradford County**

The agreement with the City of Starke was discussed during the city commission meeting on February 7, 2011. The commission requested additional information about the project and the agreement. Some additional information was received from the consulting engineer on March 6, 2012, and was forwarded to the city for their review. The District's attorney is amending the agreement and staff will meet with the city's representatives on April 27, 2012, to discuss the changes.

In addition, the District has received the appraisal for the back 14 acres of the KOA property. An offer to purchase the property was sent to the owner on April 4, 2012.

### **Federal Emergency Management Agency (FEMA) Map Modernization and Risk MAP**

Levy County: The final quality reviews are being completed and the county's digital flood information rate maps and flood insurance study should become effective in November.

Fiscal Year 2009 projects: The appeal period for the Live Oak Detailed Study cannot begin until the Federal Register publishes the BFE notices. Legal Notices will also be posted twice in the local newspaper. The studies in Dixie, Gilchrist and Lafayette County are all progressing towards preliminary map production.

Fiscal Year 2010 projects: District staff has amended contracts with AMEC and AECOM and is in the process of amending the contract with Atkins to complete the Mapping Activity Statement that has been developed for the Lower Suwannee watershed.

Fiscal Year 2011 projects: District staff is in the process of amending contracts with Atkins and AMEC to begin the Upper Suwannee and Santa Fe rivers Risk Map Studies.

### **Lake Sampson Water Control Structure**

URS has reported that the proposed structure replacement will not increase the flood elevations established by the FEMA flood insurance study. Staff is negotiating with AMEC to provide a structural design for the proposed weir. Staff

is planning to present a project status report to the Bradford County Commissioners on April 19, 2012.

### **Algal Turf Scrubber Pilot System at Boston Farm**

IFAS submitted their final report on March 1, 2012. Hydromentia has submitted a Phase I proposal to the District to install an algal turf scrubber system on the Suwannee River. On April 6, 2012, staff requested additional information about the proposal.

### **Bell Springs Restoration**

The Florida Fish & Wildlife Conservation Commission (FWC) has applied for grant money to restore the Bell Springs' spring run on District land in Columbia County. In May 2012, FWC will hear if the grant was approved for this project. FWC has requested project management assistance from the District. A meeting was held on February 8, 2012, with the original owner to discuss the history of the spring.

### **Home Depot/Cannon Creek Wetland Mitigation**

District staff has prepared a draft interlocal agreement with Columbia County to outline the responsibilities of each entity as it relates to the mitigation of wetlands impacted by two stormwater projects proposed by Columbia County. The Army Corps of Engineers provided their evaluation of the wetland impacts to the District and the interlocal agreement was modified based on their evaluation. The agreement is ready for review by the District's attorney and subsequent review by Columbia County. Columbia County is working with the District to obtain an environmental resource permit for the Cannon Creek stormwater improvement project. District staff is exploring mitigation alternatives within the Cannon Creek Basin and the Santa Fe River watershed.

### **Water Conservation Program**

The Florida Rural Water Association (FRWA) and District staff completed a water conservation field audit of Columbia County High School on April 10, 2012. The information from the audit is being compiled and a report outlining the results and recommendations will be completed by April 30, 2012. After review, the FRWA, District and school will meet to determine which changes will be implemented. Audits at other school locations are continuing and the utility evaluations should begin in May 2012.

### **District Headquarters Reuse Program**

The District has connected to the City of Live Oak's reuse supply line and the system is operational. An excellent article on this project was included in the April edition of the District's *RiverFronts* newsletter.

### **Big Bend Water Authority**

In July 2011, the Governing Board agreed to provide \$250,000 towards the cost of connecting existing homes and businesses to the new centralized wastewater system being designed for the town of Steinhatchee. The new wastewater system will help ensure the protection of the estuary's water quality. The Big Bend Water Authority board approved the interlocal agreement with the District at their meeting on March 22, 2012. Construction is scheduled to begin in July 2012.

### **Minimum Flows and Levels Survey Contract**

Two survey crews are working concurrently to survey the upper Suwannee River. As of April 6, 2012, the crews are approximately 50% complete with the field work and 30% complete with data compilation.

Please feel free to contact staff prior to the May 8, 2012, Governing Board meeting if you would like further information.

/bk

# Compliance

updated 4/18/2012 7:28:37 AM

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE06-0058	LEVY	8/2/2006	5/15/2012	Unpermitted construction.	Douglas McKoy	Permit denial removed from May 2010 Board agenda. 8/2/10; information received. 11/1/10; engineer stated the response submittal was in the mail. 1/3/11; RAI response received. 1/25/11; RAI sent. 4/21/11; received an extension request. Extension granted until 6/2/11. 6/8/11; received RAI information. 8/5/11; received RAI response. 9/2/11; RAI sent. Meeting 9/22/11; working on revising mitigation plan. As of 11/16/11, no response received. 12/6/11; emailed respondent for update. January 2012 Board for denial & enforcement proceedings. 1/4/12; received additional information concerning mitigation plan. 1/9/12; received environmental audit. Governing Board granted Respondent 60 days to complete application. 3/29/12; received response. Staff reviewing submittal.	Webster, Patrick
CE10-0016	JEFFERSON	2/9/2010	5/17/2012	Unpermitted construction.	Judy Miller	11/29/10; Compliance Agreement mailed. 12/6/10; received signed agreement. 12/9/10; returned executed agreement. 1/14/11; RAI sent. 3/21/11; received fee, penalty check for \$2,305.65 and RAI material. 4/8/11; permit issued. Staff to monitor Compliance Agreement stipulations. 9/12/11; letter sent. 18 days to complete construction & 30 days to submit as-builts. 9/22/11; received extension request to complete construction until 12/31/11. Staff declined request. November 2011 Board for initiation of legal action to enforce the terms of the compliance agreement. 11/8/11; Board put this item on hold until 12/31/11 to see if Respondent could complete work & resolve violation. 01/31/12; email from surveyor informing District that the as-built certification is pending an agreement regarding a minor modification to plans. 2/13/12; earthwork and stabilization are complete. 3/15/12; received Section C & survey. 4/17/12; sent letter requesting Section A & B of as-builts.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE10-0026	COLUMBIA	4/20/2010		Unpermitted construction.	Sam Oosterhoudt-Lake City Developers, LLC.	4/20/10; SWO delivered. 4/26/10; NOV sent. 5/21/10; file to legal. 5/26/10; Engineer hired. Legal action on hold. 7/26/10; received ERP application. 8/11/10; sent RAI. 11/15/10; sent 18 day letter. 1/11/11; extension letter sent. 2/4/11; meeting with Respondent. 2/25/11; Compliance Agreement (CA) sent for signature. 3/14/11; signed & executed CA sent to Respondent. 5/18/11; received admin. cost & partial penalty. 5/31/11; final payment not received. Respondent defaulted on CA. June 2011 Board for initiation of legal action. Board directed legal to contact Respondent. 7/12/11; Board contacted Respondent. As of 8/5/11; no information received. August 2011 Board for initiation of legal action. 8/8/11; paid balance of penalties, submitted application fee & as-builts. 8/8/11; close file. 9/12/11; file reopened. 9/1/11; surety check returned for stop payment. 10/4/11; 14 days to pay for returned check. November 2011 Board for revocation of permit and initiation of legal action. 11/8/11; Board deferred action until December 2011. 11/8/11; received Letter of Credit for review. January 2012 Board for revocation of permit & enforcement proceedings. 1/10/12; Respondent stated he would fix the issues. Enforcement action placed on hold. 2/1/12; staff coordinating with Respondent for on-site meeting. 3/1/12; on site meeting Respondent given outline of actions needed to bring project into compliance.	Marshall, Leroy
CE11-0031	TAYLOR	6/6/2011	6/30/2012	No as-builts.	Fred Shore - Gulf Breeze Partners, LLC.	20 days to contact District. 06/17/11; received call from Respondent. 7/13/11; on-site meeting. Respondent to modify the permit. 09/13/11; sent e-mail sent requesting update. 10/13/11; call from Engineer; as-built to be submitted by 10/31/11. 10/27/11; call from engineer. Owners will not modify permit at present. Owners will submit corrected as-builts on or before 11/15/11. 11/21/11; call from engineer to discuss as-builts. Initial review indicates detention ponds are not adequate. 12/27/11; extended deadline. 1/05/12; call with engineer and owner. As builts complete and engineer is updating drawings to bring permit into compliance. DEP has requested optional plans since the site will be divided into dual ownership. New field data is being compiled and revised plans will be submitted jointly to District and DEP by 6/30/12.	Bowden, Jerry

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE12-0007	BRADFORD	2/3/2012	8/11/2012	Unpermitted excavation & fill in wetlands.	Michael VanZant	20 days to contact District. Mr. VanZant contacted District by 02/27/12. On-site meeting was conducted on 03/02/12, with Mr. VanZant. 3/26/12; Compliance Agreement (CA) mail for signature. 4/5/12: received signed CA. 4/13/12: returned executed CA. 4/13/12; received CA penalty check & ERP application. Staff reviewing submittal.	Mantini, Louis
CE12-0009	TAYLOR	2/23/2012	4/20/2012	Unpermitted excavation & wetland fill.	Enrique Villagomez	20 days to contact District. Site visit was conducted on 04/06/12. A course of action will be determined for compliance with District rules by 04/20/12.	Mantini, Louis
CE12-0010	BRADFORD	4/2/2012	4/30/2012	Unpermitted construction.	Jane Byrd Willcox	20 days to contact District. 4/4/12; site visit. They agreed to remove unpermitted culvert installation. Staff to allow culvert to remain intact until replacement with a permitted low water crossing but advised that the culvert should be removed ahead of any unforeseen inclement weather, because it is apparently undersized.4/10/12; sent letter. Application due 4/30/12.	Mantini, Louis
CE12-0011	SUWANNEE	3/29/2012	4/30/2012	Unpermitted borrow pit.	Donna Whitfield	20 days to contact District. Respondent contacted District on 04/11/12. Site visit by 4/30/12.	Mantini, Louis
CE12-0012	HAMILTON	2/29/2012	5/2/2012	Unpermitted structure in floodway.	William Spells, Jr.	20 days to contact District. Respondent contacted District on 4/16/12. Site visit by 4/30/12.	Robinson, Vince
CE12-0004	ALACHUA	2/14/2012	5/22/2012	Unpermitted fill in wetlands.	Gary Yelvington/Yelvington on Distribution Center	20 days to contact District. District was contacted in the prescribed period and has been in contact with the Yelvington's environmental consultant, Ecosystem Research Corporation (ERC). ERC has been delineating wetland boundaries and assisting Eng Denman & associates with an alternative site plan that will involve fill removal from wetlands. A revised site plan is anticipated by 4/24/12, followed by a meeting with SRWMD and City of Gainesville to discuss mitigation of impacted area (deadline 05/01/12), and preparation of mitigation report (deadline 05/22/12).	Mantini, Louis
CE12-0005	HAMILTON	2/16/2012	4/20/2012	Unpermitted clearing & fill in wetlands.	Everal B. Allen	20 days to contact District. Respondent called 02/27/12. Meeting 3/02/12 with Mr. Allen and consultant. Respondent was instructed on fill removal from wetlands on neighbor's property and both were informed that an unpermitted culvert crossing on Mr. Allen's property would need a permit. An official correspondence will be mailed by 04/20/12 reiterating what was discussed during the meeting and providing a deadline for compliance.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE10-0042	UNION	10/10/2010	5/28/2012	Unpermitted construction.	John Rimes, III - New River Forest Villas	04/04/11; information received. 5/11/11; letter sent; 30 days submit compliance deadline. 05/26/11; engineer had been hired on behalf of the Town & will comply with the District. 6/29/11; staff met on-site to review the site. Engineers to propose a phased approach to permit application in order. The engineers sent a contract proposal on 7/1/11, and Mr. Rimes to meet with the City 7/6/11. 7/26/11; letter received stating that engineer had been hired and resolution should be reached soon. 9/22/11; meeting with Worthington Springs.10/5/11; sent letter to Respondent 30 days to submit ERP application & supporting documentation. 11/4/11; received ERP application. 11/30/11; RAI sent. An extension for RAI response was granted, per request, until 5/28/12.	Mantini, Louis
CE11-0005	BRADFORD	2/24/2011	5/11/2012	Unpermitted dredge & fill in wetlands.	Jacob Hake	20 days to contact District. Mr. Hake contacted the District on 2/26/11 and a site visit conducted on 3/11/11 with staff. Draft Compliance Agreement delivered 4/1/11. Meeting 4/8/11 to discuss agreement. A field visit with FPL was conducted downstream on 05/31/11; and upstream issues were addressed regarding DuPont properties and stormwater management. Meeting 6/24/11 to discuss watershed. Meeting 7/1/11 with County to determine ditch maintenance. Site visit conducted on 9/14/11 identifying current source of flooding concerns as DuPont - Staff to follow-up with another discussion with DuPont and site visit by 10/12/11. 10/20/11; updated compliance agreement mailed. 10/24/11; received returned (refused) certified compliance agreements. Compliance Agreement re-sent on 10/31/11 by first class mail. Staff inspected on 11/25/11, and remedial actions have not been performed which consist of restoring a berm adjacent to the ditch that traverses the property and drains towards the west. Presented at January 2012 Board for approval of enforcement proceedings. Received signed CA agreement 1/19/12.4/13/12; site meeting. Work to be complete by 5/11/12.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0007	GILCHRIST	2/9/2011	5/10/2012	Unpermitted structure in floodway.	Richard & Rebecca Tenaglia	20 days to contact District. Received WOD application 3/2/11. 3/30/11; sent RAI. District staff met with Mr. Tenaglia on 4/8/11 to discuss draft compliance agreement (CA).CA mailed for signature 4/13/11. RAI mailed 4/15/11. CA returned unclaimed 5/2/11. 5/2/11; remailed regular mail per Respondent's request. CA received by Respondent but Respondent cannot return it at this time. 9/20/11; sent letter requesting return of CA by 10/11/11. 10/7/11; received mail from Mr. Tenaglia stating sudden health issues.10/28/11; sent email extending his execution of the compliance agreement to 11/30/11. Met with the Tenaglia's on 1/26/12. Will call Gilchrist County to see what they will require. She wants to apply for a variance. There should be a rough draft by 3/1/12. Staff is reviewing preliminary variance request.Final draft of variance request to be received by 5/10/12.	Webster, Patrick
CE11-0010	GILCHRIST	3/17/2011	5/10/2012	Unpermitted development.	Richard Roberts	20 days to contact District. 3/22/11: Compliance Agreement being prepared & RAI sent. Mr. Roberts contacted the District on 3/22/11. Compliance Agreement received by Mr. Roberts on 3/21/11. 4/5/11; meeting at District. Executed the compliance agreement and paid penalty. 4/11/11; mailed executed Compliance Agreement. Conducted site inspection on 4/15/11, fill was removed and regraded but large mounds of cleared vegetation must still be removed from the floodway. RAI responses received on 4/21/11. Permit issued 4/28/11. Owner has requested a burn permit to burn vegetative piles. Has not been able to burn because of drought conditions. 7/19/11; Respondent came in and reported that he will work on burning the vegetative debris. Site visit 8/18/11 & 9/1/11. 9/7/11; letter sent. 45 days to remove vegetation debris. 10/7/11; Mr. Roberts informed District that due to health conditions, he has stopped debris removal. As of 1/17/12, Mr. Roberts has been given clearance to do some light work activity. He has been slowly working on removing the piles. Staff will keep monitoring his progress and reinspect by 5/10/12.	Webster, Patrick

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0019	COLUMBIA	3/24/2011		Erosion & sediment control issues.	Palmer Daughtry - Emerald Cove Subdivision	21 days to contact District. Developer contacted the District within the allotted time and has scheduled a meeting for 6/22/11. At the 6/22/11 meeting, the developer agreed to request Columbia County take over operation and maintenance since he is no longer financially capable of providing such services. 8/23/11; letter sent stating 18 days to transfer to O&M to County or complete corrective action. 9/14/11; letter sent informing Mr. Daughtry staff is referring to Governing Board for initiation of legal proceedings. Staff to work with Columbia County to resolve maintenance issues.	Link, James
CE11-0036	TAYLOR	8/24/2011	5/19/2012	Unpermitted construction.	Oscar M. Howard, III/RT 207 Properties/Iron Horse Mud Ranch	Site visit 9/7/11. 9/13/11; NOV sent. 20 days to contact District. 9/16/11; received fax. Staff awaiting RAI response to proceed with Compliance Agreement. 1/27/12; sent 18 day letter. 2/10/12; requested 15 additional days to send RAI response. 3/8/12; received RAI information. Staff preparing Compliance Agreement. 4/4/12: sent RAI. 45 days to respond with a 05/19/12 deadline.	Mantini, Louis

Suwannee River Water Management District

Governing Board Materials

## Executive Office

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Governmental Affairs

Assistant Executive Director

Executive Director

## MEMORANDUM

TO: Governing Board

FROM: Charlie Houser, Asst. Executive Director  
Steve Minnis, Governmental Affairs Director

DATE: April 19, 2012

RE: Activity Report, Executive Office

The following is a brief summary of activities by Charlie Houser and Steve Minnis from March 22, 2012 through April 19, 2012.

### Charlie:

- Participated in the bi-weekly call with the Florida Department of Environmental Protection (DEP) and other water management districts (WMDs).
- Attended the Cattlemen's Banquet in Alachua at which Chairman Quincy was the honoree and keynote speaker.
- Attended the Florida/Georgia Coordination meeting with Dr. Cole regarding water supply issues.
- Attended a "town meeting" conducted by Taylor County Commissioner Pam Feagle regarding hunting issues.
- Attended a DEP/WMD meeting in Maitland with Mr. Quincey.
- Attended the R. O. Ranch monthly Board of Directors meeting with Mr. Curtis presiding.
- Attended the Florida Leaders Organized for Water (FLOW) meeting in Lake City with Dr. Ann Shortelle, DEP Director of Water Policy.
- Participated in the Surplus Land Committee Meeting with Mr. Meece presiding and Mr. Brown attending.
- Attended the groundbreaking ceremony for the Fanning Springs wastewater plant and reuse facility.
- Met and provided an interview for the Florida Wildlife Corridor Expedition.
- Gave a presentation at the Monticello Garden Club.

### Steve:

- Met with Bobby Crosby, Gilchrist County Administrator, Mike Cassidy, Dixie County Manager, and Taylor Brown, City of Trenton Manager.
- Met with Dale Williams, Columbia County Manager.
- Attended the Suwannee River League of Cities Meeting.
- Attended the Gilchrist County Commission Meeting.
- Participated in the monthly Rural Economic Development Initiative Meeting.

- Assisted in facilitating a resolution to the Nature Coast Regional Water Supply Authority First Reinstated and Amended Interlocal Agreement.
- Attended the Nature Coast Regional Water Authority Meeting.
- Met with representatives from the Florida Department of Law Enforcement regarding their Critical Infrastructure/Domestic Security Program.
- Along with Charlie Houder, represented the District at the City of Fanning Springs Wastewater and Earth Day Ceremony.
- Met with Bob Brown, City Manager, City of Perry, regarding the City's Downtown Revitalization Master Plan concept.