

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, Senior Land Resources Manager
DATE: June 29, 2012
RE: License to Cut Timber with Nature Coast Timber, LLC, for the Buck Bay #1 Timber Sale

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a license to cut timber with Nature Coast Timber, LLC, for the Buck Bay #1 Timber Sale.

BACKGROUND

Lump sum bids for the Buck Bay #1 Timber Sale were received June 13, 2012. This 38-acre timber sale in Alachua County consists of slash pine planted in 1989 and natural loblolly pine. Dominant and co-dominant trees will remain after the harvest at 15 to 20 trees per acre. This property is being prepared to be sold to the City of Gainesville.

Five responses were received and revenues from the bids are shown below:

Bidder	Revenue
Nature Coast Timber, LLC	\$30,179.00
Loncala, Inc.	\$22,166.27
Suwannee Lumber Company	\$21,320.00
Canal Wood, LLC	\$21,133.20
Great South Timber and Lumber, Inc.	\$18,353.00

The total lump sum from the timber buyer will be paid at contract execution. The term of this contract is for six months.

Principals for Nature Coast Timber, LLC, are C. W. Bailey Jr. Corp and J. A. Bailey Corp. Their headquarters is located in Trenton, Florida.

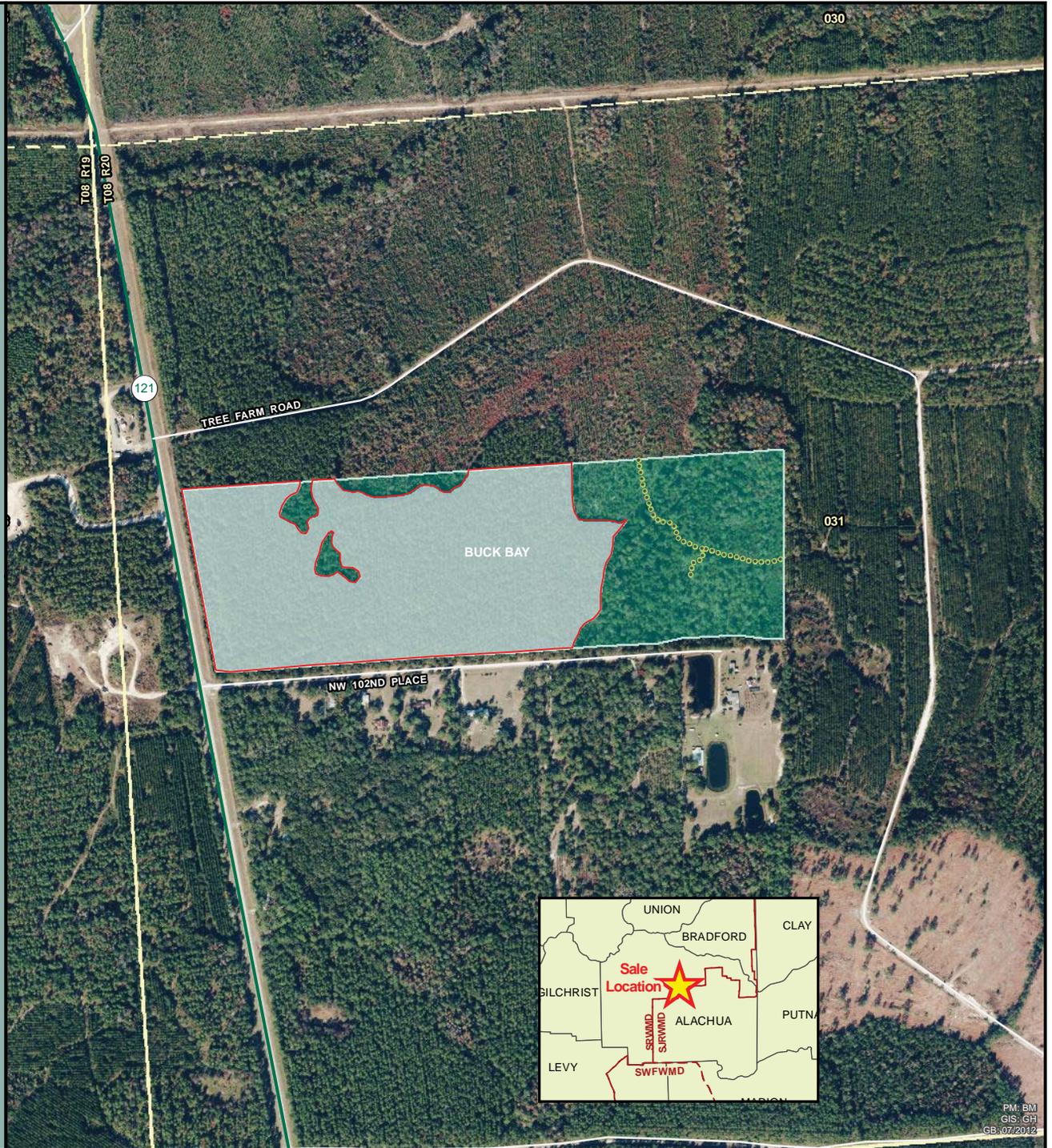
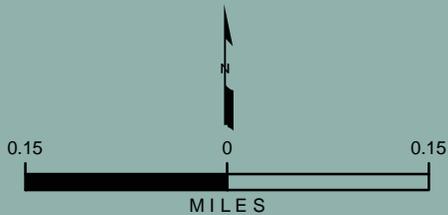
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Buck Bay Tract Timber Sale #1 38 Acres Alachua County, FL

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Administrative Roads



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. 1FT NC 2011Imagery Alachua.



PM: BM
GIS: GH
GB: 07/2012

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager
DATE: June 29, 2012
RE: License to Cut Timber with Harley Forest Products, LLC, for the Blue Sink #2 Timber Sale

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a license to cut timber with Harley Forest Products, LLC, for the Blue Sink #2 Timber Sale.

BACKGROUND

This timber sale is 64 acres of loblolly pine and slash pine, planted in 1987, in Suwannee County. The sale is split into two parts. Approximately 39 acres, which is to be surplused, will be selectively harvested to leave dominant and co-dominant trees at 70 to 100 trees per acre. The other 25 acres will be a 5th row thinning with selective harvest between take rows. The thinning will reduce stand basal area to approximately 40-60 square feet per acre.

Bids for the Blue Sink #2 Timber Sale were received June 13, 2012. Five responses were received, and calculated revenues from the bids are shown below:

Bidder	Calculated Revenue
Harley Forest Products, LLC	\$38,553.50
North Florida Timber Dealers, Inc.	\$37,099.20
Canal Wood, LLC	\$36,352.98
Nature Coast Timber, LLC	\$30,508.10
Greenville Timber Corporation	\$23,258.40

Harley Forest Products, LLC, bid \$13.50/ton for topwood, \$14.71/ton for pine pulpwood, \$17.71/ton for chip-n-saw, \$4.00/ton hardwood pulpwood on this per unit sale. Total revenue from this sale should be between \$34,758 and \$42,408 based on the statistics of the sale inventory. Using the mean volume estimates by timber product developed by the District's forestry consultant, the anticipated revenue is \$38,553.50.

The principal for Harley Forest Products, LLC, is Allen J. Harley. Their headquarters is located in Lake City, Florida.

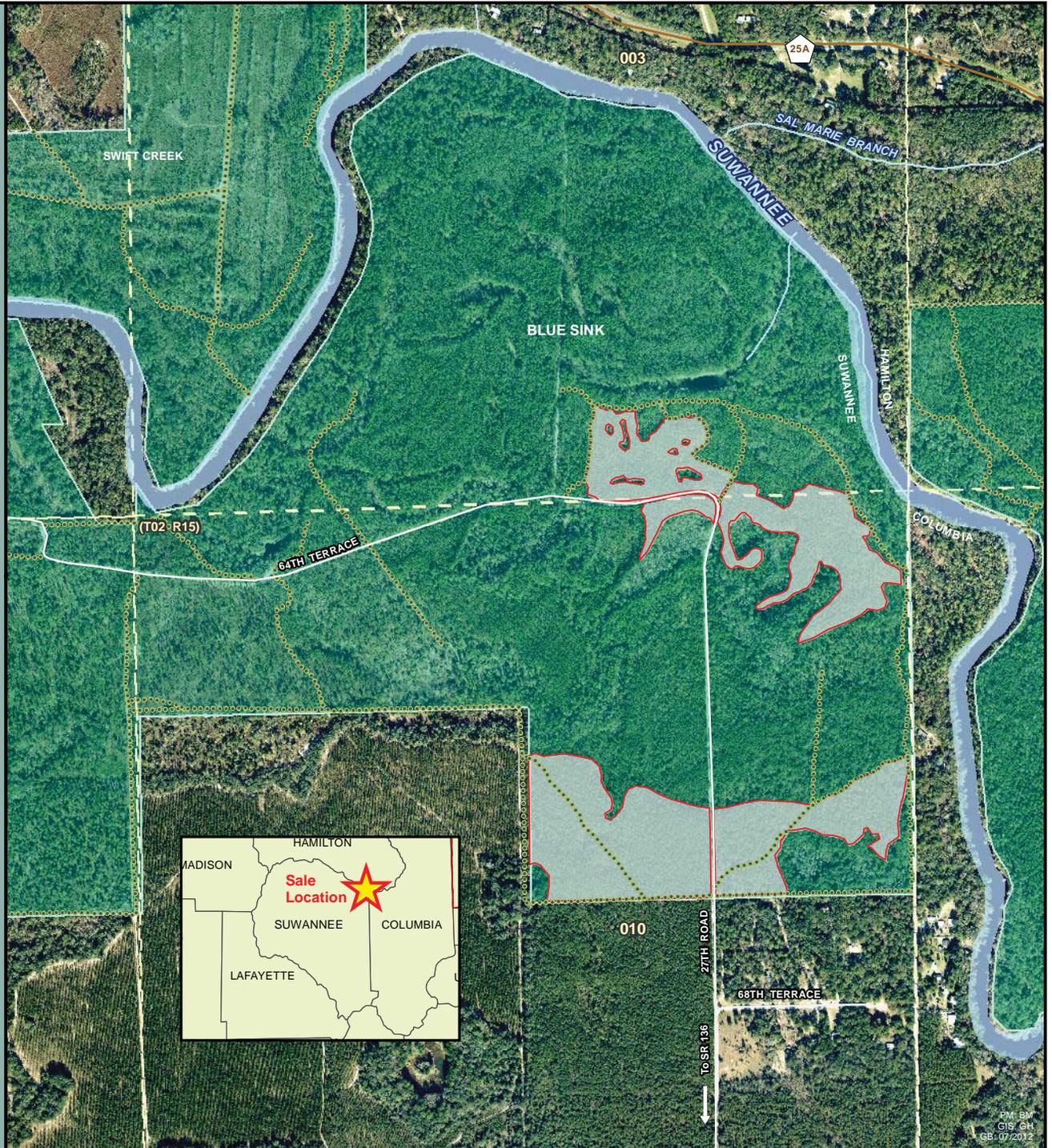
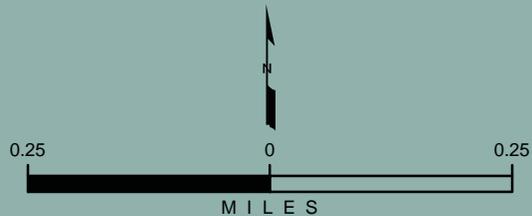
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Blue Sink Tract Timber Sale #2 64 Acres Suwannee County, FL

-  Timber Sale Area
-  SRWMD Lands
-  SRWMD Administrative Roads
-  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. 1FT NC 2010 Imagery Suwannee.



FWL:BM
GIS:GH
GB: 07/2012

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resource Manager
DATE: June 29, 2012
RE: Hunting Lease on Mud Swamp Tract

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-17 and authorization for the Executive Director to execute the Mud Swamp Hunting Lease with Bryan W. Ward for \$16,929.

BACKGROUND

On May 3, 2012, staff released Request for Bids (RFB) 11/12-030 LM for exclusive recreational rights, including hunting and fishing, on the 836-acre Mud Swamp Tract in Alachua and Bradford Counties.

The intent to lease was advertised three times each in the *Bradford Telegraph* and *Gainesville Sun* as required by law. A news release was sent to papers of local distribution, and the information has been available on the District website as well as *Woods 'n Water* website (a magazine and website devoted to hunting and fishing).

Responses were due to the District by 12:00 noon on May 29, 2012. Four responses were received as shown below:

Bidder	Bid	City
Bryan W. Ward	\$16,929.00	Brooker, FL
Alex Pemberton	\$10,032.00	St. Petersburg, FL
Chad E. Thomas	\$8,778.00	Bell, FL
Daniel Pinkston	\$6,300.00	Williston, FL

Copies of the resolution and hunt lease are attached.

gal
RFB 11/12-030 LM

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-17

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A LEASE OF
PROPERTY 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 lease a certain tract of real property (the "PROPERTY"), which is shown on the lease (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.093, Florida Statutes, authorizes the DISTRICT to lease real property provided certain requirements are met; and,

WHEREAS, such statutory requirements have been met and the GOVERNING BOARD wishes to enter into the CONTRACT and lease the PROPERTY 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 lease of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.093, Florida Statutes as follows:
 - A. The lease of the PROPERTY as provided in the CONTRACT is consistent with the purposes for which the PROPERTY or any interest in PROPERTY was acquired.
 - B. The lease of the PROPERTY as provided in the CONTRACT is for the best price and terms obtainable.

C. A notice of intention to lease was published in a newspaper published in the county in which the PROPERTY is situated once each week for 3 successive weeks, the first publication of which was not less than 30 nor more than 90 days prior to the date this resolution was approved. The notice of intention to lease set forth the time and place of leasing and a description of the PROPERTY.

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 complete the transaction contemplated in the CONTRACT, including, without limitation, execute, on behalf of the DISTRICT, all documents reasonably required thereby.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF THE GOVERNING BOARD, THIS _____ DAY OF _____, 2012.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

MEMBERS OF THE BOARD:

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

ATTEST:

HUNTING LEASE
(DISTRICT Leasing to Private Entity)

THIS HUNTING LEASE, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the LEASEHOLDER 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:

(The first definitions are listed out of alphabetical order as they will need to be changed from lease to lease.)

LEASEHOLDER shall mean: Name: BRYAN W. WARD
Address: 15100 SW C.R. 231
BROOKER, FL 32622
Phone: (352) 665-5304 / (352) 485-1844
PAYMENT shall mean: \$ 20.25 PER ACRE / TOTAL OF \$ 16,929.00

ARCHERY SEASON shall mean the yearly season for hunting called "Archery Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the 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 LEASE is fully executed by all parties and approved by written resolution of the Governing Board of the DISTRICT.

HUNTING AND FISHING shall mean the recreational, non-commercial, taking of those species of wildlife, fowl and fish allowed by law, in the quantities allowed by law and by and through those methods allowed by law.

LEASE shall mean this "Hunting Lease".

LEASEHOLDERS GUESTS shall mean all natural persons present on the PROPERTY with and by the permission of the LEASEHOLDER.

MAXIMUM NUMBER OF LEASEHOLDERS GUESTS shall mean a total of 14 persons.

PAYMENT DUE DATE shall mean 15 days after the EFFECTIVE DATE.

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

SPRING TURKEY SEASON shall mean the yearly season for hunting called "Spring Turkey Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the *PROPERTY*.

TERM shall mean the period of time commencing at noon on the date 30 days prior to the first day of the *ARCHERY SEASON* next following the *EFFECTIVE DATE* and ending at noon on the date 30 days after the last day of the *SPRING TURKEY SEASON* next following the *EFFECTIVE DATE*, inclusive.

2. **LEASE OF PROPERTY**: During and throughout the *TERM*, the *DISTRICT* shall lease the *PROPERTY* to the *LEASEHOLDER* and the *LEASEHOLDER* shall lease the *PROPERTY* from the *DISTRICT*.
3. **LEGAL AUTHORITY FOR THIS LEASE**: This *LEASE* is authorized and entered into under the provisions of Section 373.093, Florida Statutes and Rule 40B-9.145, Florida Administrative Code. The parties understand that compliance with the above provisions of law is a condition precedent to the *DISTRICT*'s obligations hereunder.
4. **PAYMENT**: The *LEASEHOLDER* shall pay the *PAYMENT* to the *DISTRICT* as payment for the rights given it under this *LEASE*. The *PAYMENT* shall be paid in cash (by local certified check or wire transfer) no later than the *PAYMENT DUE DATE*.
5. **PERMITTED USES OF THE PROPERTY**: During the *TERM*, the *LEASEHOLDER* may use the *PROPERTY* for *HUNTING AND FISHING* and in doing so may also:
 - 5.1 Place temporary tree stands and other temporary structures on the *PROPERTY* at such places as approved, in advance and in writing, by the *DISTRICT*. Such structures shall not be permanently affixed to or damage the *PROPERTY* (including, without limitation, trees). A minimal amount of trimming of the branches of trees as necessary to facilitate the placement and usage of tree stands shall not be considered damages to the trees.
 - 5.2 Place and maintain game cameras on the *PROPERTY*, provided that such game cameras are not permanently affixed to and do not cause damage to the *PROPERTY* (including, without limitation, trees).
 - 5.3 Access, traverse and remain on the *PROPERTY* through motor vehicles or otherwise at all reasonable times for the above purposes.
 - 5.4 Remain overnight and camp on the *PROPERTY* provided that:
 - 5.4.1 All campsites shall be maintained in a clean and orderly manner.

5.4.2 All camping shall be done through the use of temporary structures, including but not limited to tents, recreational vehicles, and similar vehicles and structures.

5.4.3 Electrical, water, garbage and sewer/wastewater service shall not be provided. All electrical service and water used for camping shall be brought into the PROPERTY and all garbage and wastewater / brown water shall be removed from the PROPERTY and disposed of as allowed by law.

5.5 Permit the LEASEHOLDERS GUESTS to do any of the above.

6. **NON-PERMITTED USES OF THE PROPERTY:** During the TERM, the LEASEHOLDER shall not:

6.1 Do any act which may set fire to any part of the PROPERTY or unreasonably increase the risk of wildfire on the PROPERTY. (The LEASEHOLDER shall use its best efforts to suppress any fire that occurs on the PROPERTY during the term of this LEASE. Further, the LEASEHOLDER shall promptly notify the DISTRICT in the event of any fire on the PROPERTY.)

6.2 Allow dogs used for the chasing or taking of wildlife or fowl to leave the PROPERTY in the pursuit of wildlife or fowl.

6.3 Do any act which annoys or interferes with the property rights of any owner of real property adjacent to the PROPERTY.

6.4 Erect any permanent structure on the PROPERTY at any time.

6.5 Erect any temporary structure (including tree stands) without the prior written approval of the DISTRICT.

6.6 Drive nails, spikes, screws, bolts, or any other metal object into any tree on the PROPERTY.

6.7 Use any motor vehicle on any portion of the PROPERTY except the existing roads shown on Exhibit "A".

6.8 Damage, cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the PROPERTY. (LEASEHOLDER shall fully compensate the DISTRICT for any damage to the above, as determined by the DISTRICT.)

6.9 Fail to observe and follow all local, state, and federal laws or allow any person who fails to observe and follow such laws to remain on the PROPERTY. (Should LEASEHOLDER observe any illegal activity on the PROPERTY, it shall report such activity to the DISTRICT and the applicable law enforcement agency

immediately, and take immediate steps to cause such illegal activity to cease and desist.)

6.10 Engage in HUNTING AND FISHING on the PROPERTY without first obtaining all required licenses and permits from all applicable governmental authorities.

6.11 Take any wildlife, fowl or fish in excess of bag limits established by law.

6.12 Take any wildlife, fowl or fish outside of the season for taking the same, as established by law.

6.13 Engage in the taking of wildlife, fowl or fish for any non-recreational or commercial purpose.

6.14 Transport live wildlife, fowl or fish off of the PROPERTY.

6.15 Release any live wildlife, fowl or fish on the PROPERTY.

6.16 Release any live plants, animals, birds or fish on the PROPERTY.

6.17 Plant any seeds on the PROPERTY.

6.18 Use or store any fertilizer, herbicide or pesticide on the PROPERTY.

6.19 Alter, disturb or collect any plants, minerals, rocks, soil, fill or artifacts and transport the same off of the PROPERTY.

6.20 Use the PROPERTY in any manner which might interfere with the rights of the DISTRICT, its agents, assigns, contractors and/or employees to cut and remove any trees or stumps from the PROPERTY.

6.21 Interfere with any easements or right-of-ways for power, telephone, telegraph, and gas lines, mains, or cables; or with any easements or right-of-ways for highways, railroads, or drainage structures; or with any activities associated with oil, gas, or mineral leases; or with any conveyances shown in the public records of the county where the PROPERTY is located or evidenced by possession or use.

6.22 Possess or consume alcoholic beverages of any kind on the PROPERTY.

6.23 Harm any dam, impoundment, works, water control structure, road, or DISTRICT-owned facilities or equipment.

6.24 Leave or allow others to leave litter, garbage or other waste of any kind on the PROPERTY.

6.25 Allow any of the LEASEHOLDERS GUESTS to engage in any of the above activities prohibited to the LEASEHOLDER.

7. **MAXIMUM NUMBER OF LEASEHOLDERS GUESTS:** At no time shall the number of LEASEHOLDERS GUESTS exceed the MAXIMUM NUMBER OF LEASEHOLDERS GUESTS.
8. **DISTRICT SHALL CONTINUE TO MANAGE THE PROPERTY:** During the TERM, the DISTRICT shall continue to manage the PROPERTY, including without limitation, the right to cut and/or thin the timber located on the PROPERTY, use prescribed burning, plow and maintain firebreaks, maintain roads, fences and gates, and all similar or related activities. This LEASE shall not be construed to require the DISTRICT to consider HUNTING AND FISHING or the production of wildlife, fowl or fish in managing the PROPERTY. Further, the DISTRICT shall have no obligation to protect any wildlife, fowl or fish which may occur on the PROPERTY from injury or damage from natural causes, poaching or any other reason.
9. **DISTRICT MAY RESTRICT USE OF PROPERTY DUE TO WEATHER:** The DISTRICT reserves the right to restrict the LEASEHOLDER's and/or LEASEHOLDERS GUESTS' use of the PROPERTY, and the rights granted herein if, in the sole judgment of the DISTRICT, weather conditions create an unacceptable hazard to the PROPERTY or persons thereon. Examples of such hazards include, without limitation, wildfire, flooding, storm damage, tornado, hurricane and downdraft.
10. **LEASEHOLDER'S USE TO BE EXCLUSIVE:** During the TERM, except for the access given to the LEASEHOLDER under this LEASE, there shall be no free public access to the PROPERTY, other than the following:
 - 10.1 All lakes, rivers and streams large enough for canoe traffic, which may be on or adjacent to the PROPERTY shall be open to the public. The shoreline of any such lakes, rivers and streams and inland from such shoreline 100 feet, shall also be open to the public.
 - 10.2 All of the DISTRICT's officers, employees, agents and contractors, and all local, state, and federal law enforcement officers shall have free access of the PROPERTY.
11. **SURRENDER OF PREMISES:** At the end of the TERM, regardless of whether or not the LEASE was canceled, the LEASEHOLDER shall surrender the PROPERTY in as good condition as it was at the commencement of the TERM.
12. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this LEASE, the DISTRICT is leasing the PROPERTY "as is, where is", and the 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. The LEASEHOLDER has made whatever inspection of the PROPERTY it deems appropriate

and has satisfied itself that the PROPERTY is suitable for its purposes. The LEASEHOLDER understands that there may be hidden hazards, including but not limited to, holes, fence wire, snakes, wells, swamps, ponds, harmful plants and animals, and unauthorized persons on the PROPERTY, or other risks that may cause injury or death. The LEASEHOLDER's use of the PROPERTY shall be at the LEASEHOLDER's sole risk. The LEASEHOLDER shall inform the LEASEHOLDERS GUESTS of the provisions of this paragraph prior to allowing them to come onto the PROPERTY and that the LEASEHOLDERS GUESTS' use of the PROPERTY shall be at the LEASEHOLDERS GUESTS' sole risk.

13. **LIABILITY AND INSURANCE:** The LEASEHOLDER shall be responsible for and pay for any and all damage, loss, injury and liability to the PROPERTY, to the property of others, or to any person, caused by LEASEHOLDER or LEASEHOLDERS GUESTS, or as a result (either directly or indirectly) of LEASEHOLDER's or LEASEHOLDERS GUESTS' use of the PROPERTY, or resulting from this LEASE, and the LEASEHOLDER shall indemnify the DISTRICT and shall hold the DISTRICT harmless for the same. LEASEHOLDER, at LEASEHOLDER's expense, shall maintain liability insurance with an insurance company, licensed to do business in the State of Florida, to cover LEASEHOLDER's activities on the PROPERTY and LEASEHOLDER's obligations under this LEASE, in an amount not less than one million (\$1,000,000.00) dollars for damage or injury to person and property. Prior to the beginning of the TERM, the LEASEHOLDER will file with the DISTRICT certificate(s) of insurance, acceptable to the DISTRICT, providing evidence that the LEASEHOLDER has in full force and effect the insurance required herein. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

13.1 That the DISTRICT is a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of DISTRICT's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

13.2 That the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the DISTRICT.

14. **TAXES AND ASSESSMENTS:** LEASEHOLDER shall pay all taxes (including, without limitation, sales taxes, documentary stamp taxes, ad valorem taxes and assessments) due on the LEASE and the PAYMENT, if any.
15. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the provisions of the LEASE shall be as follows:

15.1 Should the DISTRICT default on any provision of this LEASE, then the LEASEHOLDER shall be entitled to cancel this LEASE and receive a full refund of the PAYMENT (as liquidated damages because actual damages would be difficult to estimate), in which event both parties shall be relieved of all further obligations to the other.

15.2 Should the LEASEHOLDER default on any provision of this LEASE, then the DISTRICT shall be entitled to cancel this LEASE and retain all of the PAYMENT (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.

16. **CANCELLATION WITHOUT CAUSE:** This LEASE may be canceled by the DISTRICT at any time for any reason whatsoever upon giving ten (10) days written notice to the LEASEHOLDER. In the event this LEASE is canceled for any reason other than default of the LEASEHOLDER, the DISTRICT shall refund to the LEASEHOLDER a pro-ration of the PAYMENT based on the number of days remaining in the TERM.
17. **DISTRICT REPRESENTATIVE:** The DISTRICT agrees that Robert G. Heeke is to be the DISTRICT representative and is to have direct, primary, and continuing contact for this LEASE. Mr. Heeke may be contacted by telephone at 386.362.1001 or 800.226.1066 (FL Only) or 386.647.6588 (cell) or by email at RGH@srwmd.org.
18. **THIS LEASE SHALL CONSTITUTE A SPECIAL USE AUTHORIZATION:** This LEASE shall constitute a Special Use Authorization as contemplated by Rule 40B-9.1411, Florida Administrative Code, for the LEASEHOLDER and the LEASEHOLDERS GUESTS to use the PROPERTY for the uses set out in this LEASE. Such Special Use Authorization shall be automatically revoked upon the expiration or cancellation of this LEASE.
19. **ASSIGNABILITY:** The rights granted by this LEASE may not be assigned by operation of law or otherwise, without the prior written approval of the DISTRICT.
20. **PERSONAL PROPERTY:** This LEASE does not lease any of the DISTRICT's personal property to the LEASEHOLDER. The LEASEHOLDER shall remove all of the LEASEHOLDER's personal property from the PROPERTY prior to the end of the TERM. Any of the LEASEHOLDER's personal property remaining on the PROPERTY as of the end of the TERM, may be retained by the DISTRICT or disposed of in any manner as may be determined by the DISTRICT.
21. **GOVERNING LAW:** This LEASE shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
22. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this LEASE 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.
23. **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 LEASE or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

24. **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.
25. **NO THIRD PARTY BENEFICIARIES:** The provisions of this LEASE are for the sole and exclusive benefit of the DISTRICT and the LEASEHOLDER. No provision of this LEASE will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this LEASE.
26. **LEASE NOT TO CONVEY PROPERTY RIGHTS OR BE RECORDED:** This LEASE shall not be construed to convey to the LEASEHOLDER any property rights in the PROPERTY nor create any lien on nor security interest in the PROPERTY. Neither this LEASE nor any notice of this LEASE, shall be recorded in the public records of any County.
27. **ENTIRE AGREEMENT:** This LEASE supersedes all previous agreements, oral or written, between DISTRICT and LEASEHOLDER, and represents the whole and entire agreement between the parties. Neither party has entered into the LEASE in reliance upon any fact or representation not expressly provided in the LEASE.
28. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to lease real property, including without limitation Section 373.093, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder.
29. **NO EFFECT ON PERMITS OR REGULATIONS:** This LEASE shall not be deemed to grant any permit to the LEASEHOLDER or affect the requirements for any permit or regulatory approval which would otherwise be required by law.
30. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS LEASE:** This LEASE may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this LEASE.
31. **LEASE NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This LEASE is the product of negotiation between the parties, thus the terms of this LEASE shall not be construed against either party as the drafter.
32. **ATTORNEY REPRESENTATION:** The parties acknowledge that 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, is the attorney for the

DISTRICT and not the LEASEHOLDER regarding this transaction. The LEASEHOLDER acknowledges that it has received whatever legal advice it wishes from sources other than the above attorneys.

33. **MISCELLANEOUS:** This LEASE 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. Correspondence regarding this LEASE 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.

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

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

EXECUTED on this _____ day of _____, 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 H. Houder, III
As its Acting Executive Director

EXECUTED on this 25TH day of MAY, 2012 by
LEASEHOLDER, BRYAN W. WARD

Bryan Ward

STATE OF Florida

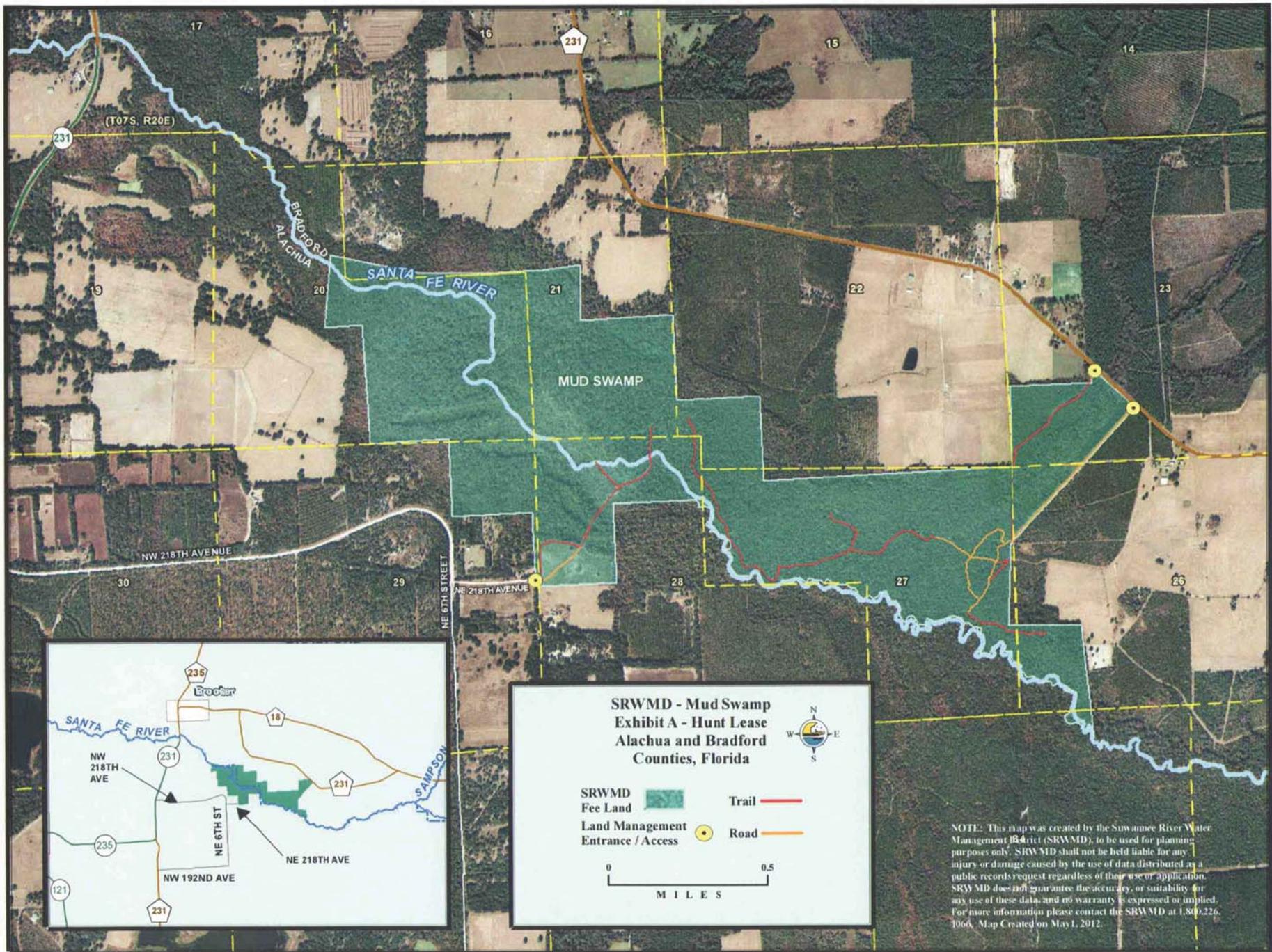
COUNTY OF Alachua

Acknowledged before me this 25 day of May, 2012, by
Bryan W. Ward who is
personally known to me or who produced Fla. Drivers License as identification.
W 630-079-83-4230



TERRY W. JONES
MY COMMISSION # EE 121240
EXPIRES: December 12, 2015
Bonded Thru Budget Notary Services

Terry W. Jones
Notary Public



MEMORANDUM

TO: Governing Board

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

DATE: June 21, 2012

RE: Approval of Water Use Permit Application Number
2-12-00049, Bullard Farms Inc., Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-12-00049, with seventeen standard conditions and eight special limiting conditions to Bullard Farms Inc., 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

June 21, 2012

Bullard Farms, Inc.
c/o Chris Bullard
PO Box 1432
Lake City, FL 32056

Subject: Approval of Water Use Permit Application Number
2-12-00049, Bullard Farms Inc., Suwannee County

Dear Mr. Bullard:

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 July 10, 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 3653

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:

Bullard Farms, Inc.
c/o Chris Bullard
PO Box 1432
Lake City, FL 32056

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: June 21, 2012

PROJECT: Bullard Farms Inc.

APPLICANT:

Bullard Farms Inc.

P. O. Box 1432

Lake City, FL 32056

PERMIT APPLICATION NO.: 2-12-00049

DATE OF APPLICATION: May 18, 2012

APPLICATION COMPLETE: May 25, 2012

DEFAULT DATE: August 23, 2012

MANAGER/MEMBER DETAIL:

Chris Bullard P. O. Box 1432 Lake City, FL 32056	PD
Audrey Bullard P. O. Box 1733 Lake City, FL 32056	DVST

	Previous Quantities:	Proposed Quantities:
Average Daily Rate (ADR)	- mgd	2.6793 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 July 10, 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 04 South, Range 13 East, Sections 16 and 17 in Suwannee 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 958 acres with approximately 916 acres being irrigated using groundwater.

The water use calculations are based upon the irrigated acreages and crop types provided by Bullard Farms, Inc. Crops include beans, carrots, corn, cotton, oats, peanuts, and potatoes. The applicant will use 6 center pivots for irrigation. The operation will also include approximately 300 head of beef cattle during the winter. The Average Daily Rate (ADR) of withdrawal is calculated as 2.6793 mgd, which equates to 39.3 inches of supplemental irrigation annually.

The project area includes seven proposed wells. Use of six the wells will be for irrigation, while the seventh will be for livestock. 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, irrigated acres and type of livestock. Bullard Farms Inc. plans to irrigate 916 acres with three crops each year. Crops include beans, carrots, corn, cotton, oats, peanuts, and potatoes. Bullard Farms Inc. plans to begin farming carrots in January 2013, after the land has been cleared.

Water Conservation

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

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 2-12-00049.

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 are listed in 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.

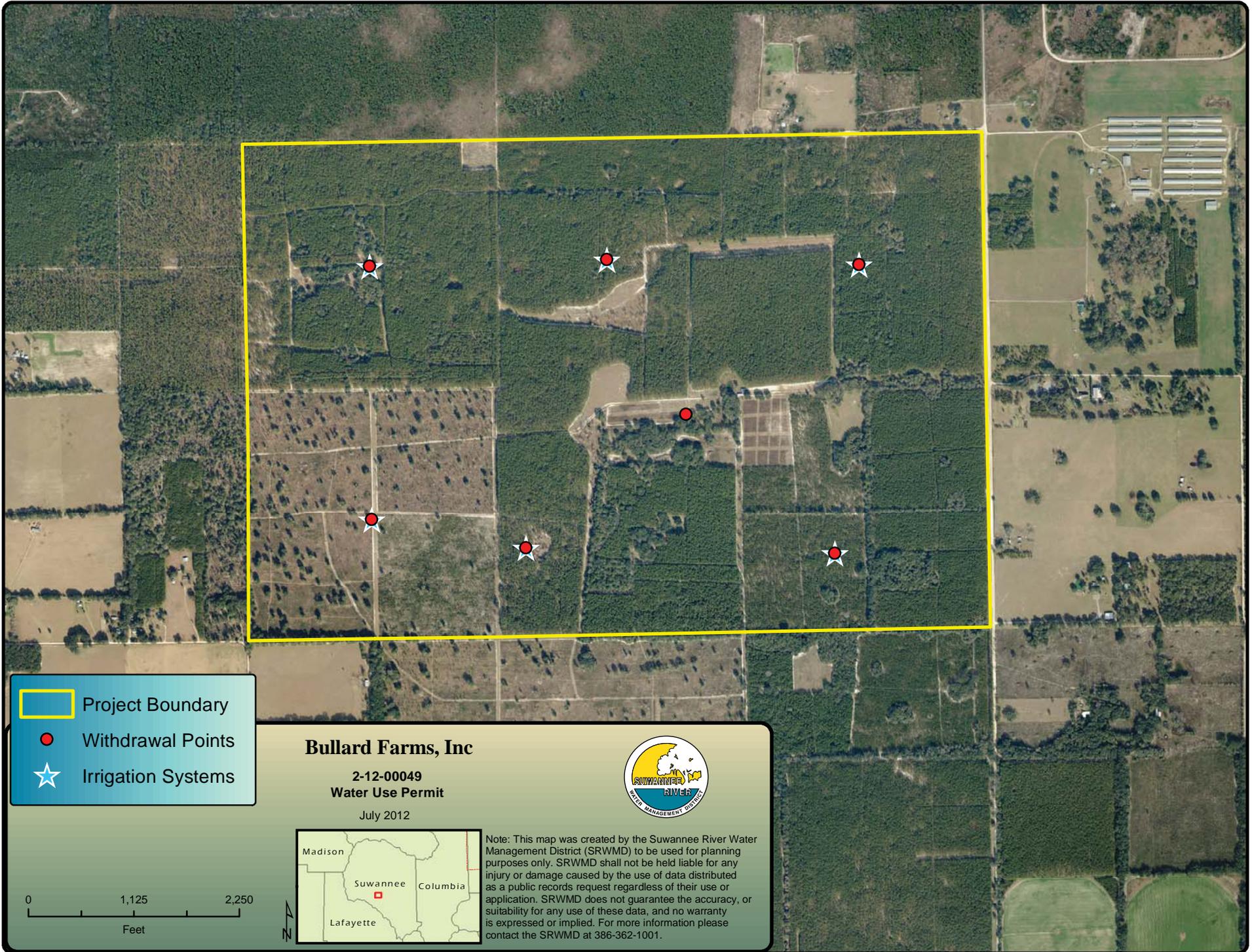
24. This permit shall expire on July 10, 2032. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), FAC and the required fee to the District pursuant to section 40B-2.361, FAC, prior to this expiration date in order to continue the use of water.

25. Upon written notification from the District of alternative water supply availability, permittee must use the alternative water supply if practicable. The District reserves the right to reopen this permit to require the use of alternative water supply and place all or a portion of the groundwater allocation on standby status.

Attachment A

2-12-00049
Bullard Farms Inc.

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Proposed	12	1200	Irrigation
Well #2	Proposed	12	1650	Irrigation
Well #5	Proposed	12	1650	Irrigation
Well #6	Proposed	12	1200	Irrigation
Well #7	Proposed	12	1200	Irrigation
Well #8	Proposed	12	1200	Irrigation
Livestock	Proposed	4	20	Livestock



-  Project Boundary
-  Withdrawal Points
-  Irrigation Systems

Bullard Farms, Inc
 2-12-00049
 Water Use Permit
 July 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: June 21, 2012
RE: Authorization to Initiate Enforcement Proceedings Regarding Jacob Hake, CE11-0005, Bradford County

RECOMMENDATION

Staff recommends the Governing Board authorize initiation of enforcement proceedings thru the Administrative Complaint process against Jacob Hake, in Bradford County, for unpermitted dredge and fill in a wetland and flood hazard area.

BACKGROUND

Staff sent a Notice of Violation to Mr. Hake on February 25, 2011, for an unpermitted dredging and filling in a wetland and flood hazard area. The major issue arising from the unpermitted activity involved the destruction of a berm which resulted in flooding neighboring properties. Several meetings were conducted between March 2011 and June 2012, to address drainage issues both upstream and downstream of the property. During these meetings, staff came to an agreement with Mr. Hake on how he would resolve the violation on his property. This agreement included Mr. Hake, signing a Compliance Agreement (CA) within 30 days of receipt by certified mail.

The CA was sent by certified mail on October 20, 2011. The certified mail was refused and returned to the District on October 24, 2011. The CA was re-sent on October 31, 2011, by first class mail, and Mr. Hake confirmed receipt during a December 11, 2011, telephone conversation. The signed CA was received on January 18, 2012, obligating Mr. Hake to perform remedial actions, beginning within 15 days of rendition of the CA. The CA was executed on January 20, 2012. Remedial actions have not been performed by Mr. Hake, which includes restoring the aforementioned berm.

TS/rl

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
COMPLIANCE AGREEMENT

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IN RE: SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

VS.

JACOB HAKE
5450 SE 125th STREET
STARKE, FL 32091

CE NUMBER CE11-0005

This Environmental Resource Permit (ERP) Compliance Agreement is entered into by Jacob Hake ("Respondent"), and the Suwannee River Water Management District ("District"), to settle certain matters at issue between them under chapter 373, Florida Statutes (FS), and chapters 40B-1, 40B-4, and 40B-400, Florida Administrative Code (FAC).

1. The District is a special taxing district established by chapter 373, FS and charged with the duty to administer and enforce chapter 373, FS and the rules promulgated thereunder, including chapters' 40B-1, 40B-4, and 40B-400, FAC.
2. Respondent owns or controls real property (the "subject property") located in Township 7 South, Range 22 East, Section 22, Bradford County and referred to as Parcel ID 04618-0-00100.
3. As discovered on March 30, 2011, Respondent violated section 373.430(1)(b), FS and 40B-1.702(3) and 40B-4.1040(1), FAC by constructing a surfacewater management system without obtaining an ERP and by depositing fill in a special flood hazard area (Flood Zone A).
4. The District has jurisdiction over this matter, Respondent, and the subject property. See sections 373.069(2)(c), 373.413, and 373.416, FS.
5. The District is authorized under section 373.129, FS to seek injunctive relief and/or a civil penalty not to exceed ten thousand dollars (\$10,000.00), per offense per day, for violations of chapter 373, FS and the rules promulgated thereunder.
6. Respondent agrees to complete the following corrective actions:
 - No later than 15 days from rendition of this order, Respondent shall restore the berm of the ditch that bisects Bradford County parcel number 04618-0-0100 to its pre-disturbance contours. Respondent shall also remove any introduced fill material that has been deposited within the Flood Zone that was flagged by District staff on May 12, 2011, and restore the Flood Zone to its pre-disturbance elevation contours; and

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SRWMD

JAN 18 2012

ORIGINAL TO FILE CE11-0005
COPIES TO _____

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- Within seven days of berm restoration, establish temporary vegetative cover on disturbed areas by seeding with appropriate, rapidly growing annual plants, per Section 7.4 of the Florida Department of Environmental Protection's Florida Stormwater Erosion and Sedimentation Control Inspector's Manual; and
 - Within 15 days after the approved work is completed, provide notice to the District and arrange for an inspection to determine proper completion.
 - Additionally, within one year of berm restoration, establish a perennial vegetative cover, per Section 7.5 of the Florida Department of Environmental Protection's, Florida Stormwater Erosion and Sedimentation Control Inspector's Manual.
7. Respondent shall not undertake any further construction on the subject property except as authorized by District permit and this Compliance Agreement.
 8. Entry of this Compliance Agreement does not relieve Respondent of the need to comply with any applicable federal, state, or local laws, regulations, or ordinances.
 9. Respondent shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards, in accordance with the guidelines and specifications in the latest version of The Florida Stormwater, Erosion and Sedimentation Control Inspectors Manual.
 10. The complete and timely performance of the obligations set forth herein shall be dispositive of the violation(s).
 11. By execution of this Compliance Agreement, Respondent waives his rights to an administrative hearing pursuant to F.S. § 120.57, and his right of appeal pursuant to F.S. § 120.68 or F.S. Chapter 373, with regard to the terms of this Compliance Agreement.
 12. Nothing herein shall be construed to limit the authority of the District to undertake enforcement or legal actions against Respondent in response to conditions that may present an imminent hazard to the public health, welfare, or the environment.
 14. District hereby expressly reserves the right to initiate appropriate administrative or legal action to prevent or prohibit future violation of applicable statutes or any rules promulgated there under, or to protect the public health, safety, or general welfare.
 15. The terms and conditions set forth in this Compliance Agreement may be enforced in a court of competent jurisdiction, pursuant to F.S. § 120.69, and F.A.C. Chapter 28, or any other applicable rule or statute, and Respondent consents to entry of final judgment by a court of competent jurisdiction to enforce the terms of the agreement plus attorneys' fees and costs, pursuant to F.S. § 373.129, if Respondent fails to comply.

JAN 18 2012

Failure to comply with the terms of this Compliance Agreement shall constitute a violation of F.A.C. Chapter 28, and the appropriate statutes.

16. Either party failing to comply with the terms hereof shall be liable to the other party for reasonable attorneys' fees and costs incurred by such other party by virtue of such failure.
17. This Compliance Agreement contains the entire agreement between the parties, and any agreement to amend or modify this Compliance Agreement will be ineffective unless it is in writing and signed by both parties.

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SRWMD

JAN 18 2012

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COPIES TO _____

Suwannee River Water Management District Staff

10/20/11
Date

Louis Mantini
(Signature)

Louis Mantini TS
(Printed Name)

Scanned

Respondent

Jacob Hake
5450 SE 125th Street
Starke, FL 32091

1-9-11
Date

[Signature]
(Signature)

Jacob L. Hake
(Printed Name)

Suwannee River Water Management District Clerk / Deputy Clerk

1/19/12
Date

[Signature]
(Signature)

TIMOTHY J. SAGUL
(Printed Name)

Executed this 20 day of Jan, 2012

RECEIVED
SRWMD

JAN 18 2012

[Signature]
David Still
Executive
Director/Secretary

ORIGINAL TO FILE CE 11-0005
COPIES TO _____

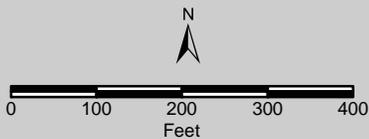
**Notice of Rights is herewith attached to this document
(To be executed when all signatures are obtained)

[Signature]
I am unable to restore the berm on my property do to the continued flood state of the property. I agree that as soon as the Flood waters retreat, I will restore the berm. otherwise equip ment needed to restore the berm will not be able to enter or exit the property without becoming stuck.



- Jacob Hake's property
- Bradford Co. Property Boundaries

Jacob Hake
CE11-0005
July 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. Map Created on 10/1/2008

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: June 21, 2012

RE: Delegation of Authority Regarding Water Shortage Order 12-0005
Variance Petitions and Ratification of Approved Variances

RECOMMENDATION

Staff recommends that the Governing Board delegate authority to the Executive Director to execute Water Shortage Order Variances as provided by Chapter 373.079 (4)(a), Florida Statutes, and ratify variances approved by the Executive Director.

BACKGROUND

District staff has developed a variance process to address specific hardships and health, safety, welfare issues that may be associated with the Water Shortage Order. Delegation of authority from the Governing Board to the Executive Director will ensure that variance petitions are addressed in a timely manner.

A copy of the District's Water Shortage Variance Petition form and the approved variances are attached for your information.

/ts

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

9225 County Road 49
Live Oak, Florida 32060
Voice: 386.362.0452
or 1.800.226.1066 (FL only)
TDD only: 1.800.955.8771 (FL only)
Fax: 386.362.1056

www.mysuwanneeriver.com/WaterShortage

DISTRICT USE ONLY

Received: ___/___/___
Petition #: ___ - ___
Related Petition(s): _____
County: _____
City/Town (if any): _____

PETITION FOR VARIANCE

from Chapter 40B-21, F.A.C.;
and/or an Order issued pursuant to Chapter 40B-21, F.A.C.

PART I – IMPORTANT MESSAGE

This form is to be used to request relief from one or more of these regulations from the Suwannee River Water Management District (if relief is requested from more than one of the regulations, the relief can be requested simultaneously by completing this form once and including the information required for each type of relief; Chapter 40B-21, F.A.C., Water Shortage Plan; or an Order issued pursuant to Chapter 40B-21, F.A.C.

This form is to be completed by the petitioner. The petitioner is the property owner, local government, property association or other affected entity requesting the relief. An attorney or other authorized agent of the petitioner may complete the form on behalf of the petitioner.

IF MORE SPACE IS NEEDED FOR ANY FIELD OR COMBINATION OF FIELDS, ATTACH ADDITIONAL MATERIAL THAT REFERS TO THE APPLICABLE PAGE, APPLICATION PART AND FIELD NAME(S). ALSO PROVIDE SAMPLES, REFERENCES AND OTHER DOCUMENTATION AS PROMPTED.

Print name: _____

Sign name: _____

Date: ___/___/___



The District does not discriminate based on disability. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Action should contact the District by calling (386)362-1001 or 1(800)226-1066 (Florida Only). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

PART II – PETITIONER’S LOCATION INFORMATION

Petitioner’s Name:							
Project Name <i>(if appropriate)</i> :							
Physical Address:							
Parcel Identification Number:							
City:		State:		Zip Code:			
Water Source <i>check applicable box(es) and supply details, as appropriate</i>		Ground water <i>(aquifer name, if known >)</i> _____					
		Potable water <i>(water utility’s name >)</i> _____					
		Surface water <i>(river or pond name >)</i> _____					
		Other <i>(describe >)</i> _____					
Water Use Permit # <i>(if applicable)</i> :				Number of acres being irrigated:			

PART III – ADDITIONAL PETITIONER INFORMATION

Mailing Address <i>(if different than physical address above)</i> :							
City:		State:		Zip Code:			
E-mail Address <i>(if any)</i> :							
Telephone Number:		Fax number <i>(if any)</i> :					

PART IV – PETITIONER’S REPRESENTATIVE (IF ANY)

Attorney or Other Qualified Representative:							
Mailing Address:							
City:		State:		(2)(3)		Zip Code:	
E-mail Address <i>(if any)</i> :							
Telephone Number:		Fax number <i>(if any)</i> :					

PART V – APPLICABLE RULE OR PORTION OF RULE/ORDER

Specific provision(s) of the Order from which you are requesting relief : _____
 (example: if you are currently allowed to water once-per-week, have an address, and cannot water according to the standard schedule)

In lieu of citing the specific provision(s), I authorize the District to use the information provided in Part VI and elsewhere on this application to determine the citation on my behalf: _____ (< sign here)

PART VI – INFORMATION TO DETERMINE APPLICABLE RULE OR PORTION OF RULE/ORDER

Water Use Activity <i>check the appropriate use classification(s)</i>	Athletic play area irrigation, including ballfields and golf courses	
	Lawn and landscape irrigation - commercial or institutional property	
	Lawn and landscape irrigation – condo or other multi-family residential	
	Lawn and landscape irrigation – single family residential property	
	Water utility or local government service area <i>(multiple water users involved)</i>	
	Other <i>(please describe)</i> : _____	
Reason for Relief <i>check the reason(s) why there is a need to vary from the normal provisions of the Rule or Order</i>	Irrigation system limitation <i>(i.e., cannot be split into morning/evening zones)</i>	
	Large property <i>(More total time is needed to cover all irrigation zones)</i>	
	Mix of addresses <i>(cannot irrigate each address on its normally assigned day)</i>	
	Shared source <i>(well or other supply cannot serve all addresses at same time)</i>	
	Smart irrigation technology in use <i>(see p. 3 of application for details)</i>	
	Staffing not available <i>(property is manually irrigated, needs special schedule)</i>	
	Supply management <i>(water utility service area needs a special schedule)</i>	
	Water pressure <i>(specific property experiences low potable water pressure)</i>	
Other <i>(describe or attach details)</i> : _____		

DISTRICT USE ONLY: Rule 40B-21, F.A.C. _____; Order _____, Paragraph _____

PART VII – DESCRIPTION OF RELIEF DESIRED (TYPE OF ACTION REQUESTED)

Attach a description of the relief desired (type of action requested) in lieu of needing to follow the provisions described in Part V or Part VI of this application.

I can meet the underlying intent of the provision(s) by following this alternative restriction <i>(check box/boxes)</i>		Change the allowable irrigation times to: __:__ to __:__ a.m. or __:__ to __:__ p.m.
		In lieu of separate morning and evening zones, allow irrigation from __:__ p.m. on each assigned day to __:__ a.m. the following day
		Change the allowable irrigation day(s) to: _____
		Separate property into two or more pieces and allow each piece to be irrigated in accordance with a special watering schedule*
		Other <i>(summarize; additional details can be incorporated into Par X of the application):</i> _____

**must attach a map or sketch which indicates the boundary and watering schedule for each piece*

I instead agree to be bound to ... <i>(check box)</i>		... this alternative water reduction plan, if approved by the District <i>(summarize, attaching pertinent details):</i> _____
--	--	--

I will achieve similar/greater conservation by following... <i>(check box)</i>		Smart irrigation system variance – an alternative irrigation program run in accordance with Ch. 373.62(7), Florida Statutes
---	--	---

PART VIII – DEMONSTRATION THAT THE REQUEST QUALIFIES FOR A WATER SHORTAGE VARIANCE

There are three ways to qualify for a variance from provisions of a water shortage order issued pursuant to Rule 40B-21.

Applicable Criteria <i>(check one/more)</i>		Equivalent alternative restrictions are available and are described in Part VII above and will be binding and enforceable
		Variance from the provision(s) is essential to protect public health or safety
		Compliance would cause undue hardship, cannot be accomplished within the anticipated duration of the order, or would not ensure equitable distribution

Detailed statement of pertinent facts demonstrating as least one of these Criteria is applicable <i>(attach more)</i>		

**Excerpts from Chapter 28-104.002, F.A.C.
("Petition for Variance or Waiver" portion of Florida's Uniform Rules of Procedure)**

- (2) The petition must include the following information:
- (a) The caption shall read: Petition for (Variance from) or (Waiver of) Rule (Citation)
 - (b) The name, address, telephone number, and any facsimile number of the petitioner;
 - (c) The name, address, telephone number, and any facsimile number of the attorney or qualified representative of the petitioner (if any);
 - (d) The applicable rule or portion of the rule;
 - (e) The citation to the statute the rule is implementing;
 - (f) The type of action requested;
 - (g) The specific facts that demonstrate a substantial hardship or a violation of principles of fairness that would justify a waiver or variance for the petitioner;
 - (h) The reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
 - (i) A statement whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

PART IX – APPLICATION CERTIFICATION

Application Certification <i>(sign and date)</i>	I hereby certify or affirm, to the best of my knowledge, that the information provided above or attached as a supplement is true and correct in every material matter, and that I am the owner or authorized agent of the owner of the property involved or authorized to represent and sign on behalf of the local government or other entity seeking relief.		
	Signature:		Date: _/_/___

PART X – HELPFUL TIPS

LIMITING CONDITIONS

Based on the particular variance sought and the basis for the requested relief, the District is authorized by statute and rule to place an expiration date and other limiting conditions on a variance in order to assure that the relief being provided is the minimum necessary to alleviate the circumstances for which the variance was requested. For example, the petitioner shall be required to conduct an irrigation evaluation to identify needed repairs and adjustments or a maximum amount of water that can be applied.

SEND YOUR PETITION TO

Email: RRL@srwmd.org;
Fax: 386.362.1056; or
Mail: SRWMD 9225 County Road 49, Live Oak, Florida 32060

ANY QUESTIONS?

For personal assistance, please call the District at 1.800.226.1066 or 386.362.0452 during normal business hours. Contact the District at any time via e-mail at www.mysuwanneeriver.com/WaterShortage.



June 22, 2012

**Suwannee
River
Water
Management
District**

9225 CR 49
Live Oak, FL 32060
TELEPHONE: 386-362-1001
TELEPHONE: 800-226-1066

Mr. Tim Ginn
Madison County High School
2649 W. US Hwy 90
Madison FL 32340

Subject: Approved Water Shortage Variance # WSV-00001

Dear Mr. Ginn:

The Suwannee River Water Management District (District) has granted your variance request based on the information you provided.

You have been granted variance to water the school fields as per the attached site map received at the District on June 18, 2012.

Please display the certificate variance on the back of this letter in your window.

Thank you for conserving out most precious natural resource, water.

Sincerely,

A handwritten signature in blue ink, which appears to read "Ann B. Shortelle, Ph.D.", is written over the typed name.

Ann B. Shortelle, Ph.D.
Executive Director

ABS/rl
Enclosure (site map)

Water Shortage Order 12-0005 Variance Approval

Variance# WSV-00001

Tim Ginn
Madison County High School
2649 W. US Hwy 90
Madison, FL 32340

Received
SRWMD

JUN 18 2012

Original to File WSV-00001
Copies to _____

30 28 860 n. 083 27.227

Madison County
High School

Received
SRWMD

JUN 18 2012

Original to File _____
Copies to _____

Football Field 3 Zones
Fridays 10pm - 11pm Zone 1
11pm - 12pm Zone 2
12pm - 1am Zone 3

Baseball Field
2 zones
Fridays
4AM - 5AM Zone 1
5AM - 6AM Zone 2

Practice field
2 zones
Fridays
1pm - 2AM Zone 1
2AM - 3AM Zone 2

Softball Field
1 zone
Friday
3AM - 4AM

© 2003 Tele Atlas



**Suwannee
River
Water
Management
District**

9225 CR 49
Live Oak, FL 32060
TELEPHONE: 386-362-1001
TELEPHONE: 800-226-1066

June 22, 2012

Ms. Elizabeth Wooley
1211 Darrow Ave.
Live Oak FL 32064

Subject: Approved Water Shortage Variance # WSV-00002

Dear Ms. Wooley:

The Suwannee River Water Management District has granted your variance request based on the information you provided.

You have been granted variance to water your lawn on every Monday from **6:00 a.m. to 9:00 a.m. and 5 p.m. to 8 p.m.**

Please display the certificate variance on the back of this letter in your window.

Thank you for conserving our most precious natural resource, water.

Sincerely,

A handwritten signature in blue ink, which appears to read "Ann B. Shortelle, Ph.D.", is written over the typed name.

Ann B. Shortelle, Ph.D.
Executive Director

ABS/rl

Water Shortage Order 12-0005 Variance Approval

Variance# WSV-00002

**Elizabeth Wooley
1211 Darrow Ave., Live Oak FL**

Water for Nature, Water for People

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: June 21, 2012

RE: Authorization for Executive Director to Enter Into an Interlocal Agreement for Water Shortage Delegation with St. Johns River Water Management District for Alachua County

RECOMMENDATION

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the St. Johns River Water Management District to accept water shortage delegation in the unincorporated areas of Alachua County.

BACKGROUND

Alachua County is seeking to implement the District's Water Shortage Order countywide. Alachua County has expressed an interest in adopting the District's year-round and water shortage model ordinance with minor refinements that reflect local needs. District staff has been coordinating with St. Johns River Water Management District (SJRWMD) and Alachua County to fast track delegation from SJRWMD to the District. On June 26, 2012, Alachua County will hold a public hearing to advertise adoption of the ordinance and then upon approval it will be scheduled for adoption on July 10th.

The water shortage delegation agreement will enable the District's water shortage order to be applied throughout the unincorporated areas of Alachua County. The County's adoption of a year-round and water shortage ordinance will allow the lawn and landscape to be enforced by the County. SRWMD will not be enforcing water use permits issued by SJRWMD.

/sm

MEMORANDUM

TO: Governing Board

FROM: Brian Kauffman, Senior Professional Engineer

DATE: June 21, 2012

RE: Authorization for the Executive Director to Negotiate and Enter into a Contract for Surveying Services to Obtain Hydrographic Cross Sections of the Middle Suwannee River

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to negotiate and enter into a contract with the top-ranked firm for hydrographic cross sections of the Middle Suwannee River.

BACKGROUND

The District is in the process of gathering hydrographic information for use in the modeling effort to determine minimum flows and levels for the Suwannee River. This phase will include approximately 200 cross sections of the Middle Suwannee River located along 94 river miles beginning near Ellaville and ending near Fanning Springs.

Request for Qualifications (RFQ 11/12-035WR) for services was advertised on May 22, 2012, with responses due on June 22, 2012. Staff will provide a replacement memorandum with a recommended ranking of firms.

Funds associated with this contract are budgeted in the FY 2011/2012 Minimum Flows and Levels budget in Fund 36.

/dd

MEMORANDUM

TO: Governing Board
FROM: Carlos Herd, Senior Hydrogeologist
DATE: June 21, 2012
RE: Water Supply Program Activity Report

SRWMD/SJRWMD/DEP Interagency Agreement:

- Staff literature review continues for the Water Science and Technology Board peer-review.

Water supply planning:

- Staff continues to attend 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 will continue to attend, by teleconference,
 - consumptive use permitting application meetings to participate in the development of consistent applications for water use permits.
 - consumptive use permitting allocation flexibility meetings to participate in the development of consistent water use permit allocation methodology.
 - consumptive use permitting demand projections meetings to participate in the development of consistent demand projection methodologies for water use permits.
 - consumptive use permitting conservation rule requirement meetings to participate in the development of consistent conservation rule requirements for water use permits.
 - consumptive use permitting criteria/conditions of issuance meetings to participate in the development of consistent permitting criteria for water use permits.
 - consumptive use permitting wetland harm meetings 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.
- Staff attended the Clay-Putnam MFL Prevention/Recovery Recharge subcommittee meeting on June 13 at the SJRWMD headquarters.
- SRWMD/SJRWMD/DEP will host the first North Florida Regional Water Supply Partnership meeting at the SJRWMD headquarters on June 25.

Aquifer Recharge Concepts:

- The Interagency Cooperative Funding Agreement between SRWMD and SJRWMD has been executed for co-funding of the Atkins Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study.

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.

Cedar Key Water Supply:

Staff worked with Cedar Key personnel to secure a delivery of bottled water for short-term relief, and on the investigation of causes and remedies to the chloride contamination in the drinking water reported on June 19. Staff investigated and transmitted information about temporary treatment options and other technical advice, and on June 20 requested assistance from SWFWMD to log the supply wells to look at the integrity of the well casings.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the July 10, 2012, Governing Board meeting if you would like further information.

CH/dd

MEMORANDUM

TO: Governing Board

FROM: Megan Wetherington, Senior Professional Engineer

DATE: June 21, 2012

RE: Water Resource Monitoring Program Activity Report

Staff collected water chemistry samples at four groundwater sites with an additional five collected by Alachua County; 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 170 wells on 48 agricultural operations. Additional discharge measurements on some Santa Fe Springs were made by our water quality contractor and on Suwannee Springs by staff.

Staff composed weekly updates of river and groundwater conditions to track changes to the drought status due to widely varying rainfall across the district, ranging from 3" in parts of Madison and Levy counties to 22" in parts of Levy and Suwannee counties.

Staff responded to many calls and emails about conditions, including groundwater levels with regard to dry wells, algae in the Suwannee and Santa Fe rivers, river levels to assist other agencies with sampling efforts, low spring flows, river water intrusion in drinking water in northern Suwannee County, and recreational conditions.

Staff provided monitor well data to assist the USGS in revising the low flow rating at Manatee Springs.

Monitoring staff assisted the Water Supply team and the L-Team in providing information to the Cedar Key Water and Sewer District regarding chloride contamination in the Cedar Key wellfield.

Installation of telemetry on wells and surfacewater gages continued, with 90 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 participated in the quarterly meeting of the Florida Water Resource Monitoring Council and presented an overview of SRWMD monitoring to that group. The Council was initiated by FDEP to facilitate coordination of monitoring across agencies.

Staff participated in a teleconference with FDEP and Alachua County to coordinate efforts in support of a FDEP project to monitor nutrient transport in parts of the Santa Fe basin.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the July 10, 2012, Governing Board meeting if you would like further information.

MW/dd

MEMORANDUM

TO: Governing Board

FROM: John Good, Chief Professional Engineer

DATE: June 21, 2012

RE: Minimum Flows and Levels (MFLs) Activity Report

Highlights

- During the last few weeks the MFL team (which includes our contractors) has been involved with field work on the Upper Suwannee and developing some of the critical MFL flow control points for the Lower Santa Fe and Ichetucknee Rivers & Springs.
- On-going work efforts include weekly conference calls with contractors and weekly internal project team and management meetings.
- We have begun planning specific methodologies for accomplishing peer review of MFL products.
- MFL staff is working with permitting staff to review current MFL compliance tracking methods.

The following sections summarize activity by water body, organized by anticipated completion order. Budgets shown are for amounts for work orders issued to date and do not include anticipated monies.

Lower Santa Fe and Ichetucknee Rivers & Springs

- Modeling results for various flows are being used for biological analysis.
- The stage data for the Ichetucknee head spring was collated by the USGS and is currently being quality assessed by the District.
- A one-day working meeting was held in Tampa with Lower Santa Fe/Ichetucknee contractors to collaborate on MFL development.
- District staff held multiple teleconferences with Ichetucknee State Park staff to discuss use of recreational criteria in MFL development.
- Staff began review of the draft unimpaired flow document by Intera.

- 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	\$213,738	\$251,448
	Janicki	\$26,040	\$213,111	\$239,151
		\$121,653	\$452,423	\$574,076

Upper Suwannee River & Springs

- The team spent June 15-17 along the Upper Suwannee River at multiple floodplain sites collecting soils and vegetation data.
- Staff held a teleconference with HSW regarding various approaches to development of an Upper Suwannee River Springs MFL.
- Staff continued data collection at water level gages on the Upper Suwannee.
- Team members quality reviewed submitted surveying products and requested corrections to the data.
- Work Order Budget Status:

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
	EAS		\$135,640	\$135,640
	HSW		\$497,150	\$497,150
	USGS		\$7,800	\$7,800
		\$41,786	\$775,954	\$817,740

Lake Butler

- The initial field recon with the contractor is complete.
- The scope of work has been received and is under review.
- Work was delayed temporarily to modify key contractor personnel as listed in the contract (this occasionally becomes necessary due to the duration of the contract as contractor personnel leave/enter employment with the firm).

- Work Order Budget Status:

Status	Contractor / Vendor	Fiscal Year	
		2012	Grand Total
In-progress	Stantec	\$5,500	\$5,500
	TOTAL	\$5,500	\$5,500

Middle Suwannee River & Springs

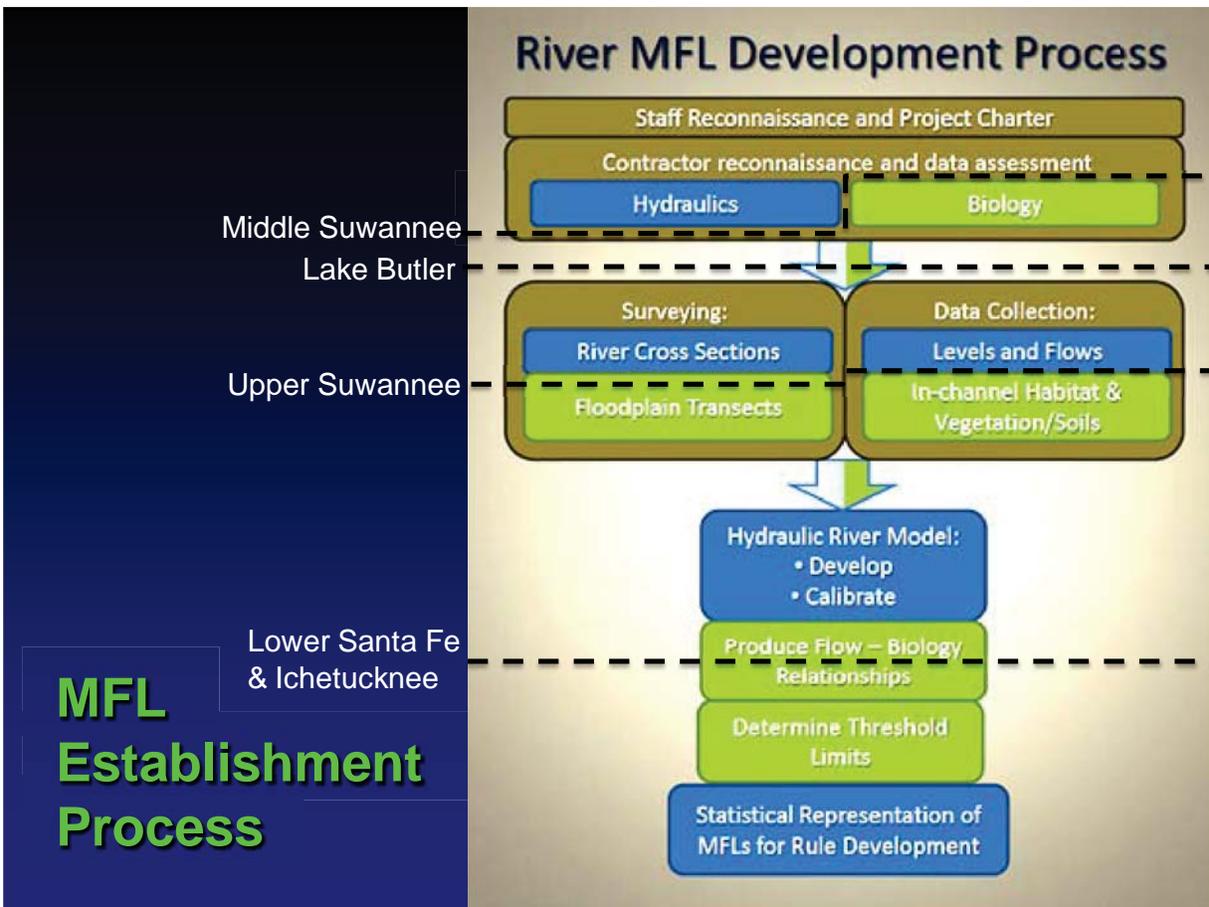
- A contractor (EAS) conducted a data review and field reconnaissance to select modeling locations for cross-section surveying.
- A Request for Qualifications (RFQ) was issued for surveying services to acquire the needed cross-section information, as defined above.
- Work Order Budget Status:

Status	Contractor / Vendor	Fiscal Year	
		2012	Grand Total
In-progress	EAS	\$24,590	\$24,590
		\$24,590	\$24,590

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the July 10, 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: June 21, 2012
 RE: Regulatory Services Activity Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of May.

May 2012	Received				
Environmental Resource Permits	Noticed General	General	Individual	Exemption Requests	Extension Requests
	6	11	1	4	0
	Issued				
	Noticed General	General	Individual	Exemptions Granted	Extensions Granted
	14	10	3	5	0

The following Individual Environmental Resource Permit was issued by staff, pursuant to 373.079(4)(a), Florida Statutes.

File Number	Project Name	County	Issue Date
ERP92-0102M	Gibson Park Improvements Modification	Hamilton	5/30/12

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2009 to May 30, 2012.

		Under Construction	Operation & Maintenance*	Construction Inspections	As-Built Inspections
Permit Type	Issued			April 2012	April 2012
Exempt	50	26	24	2	0
Noticed General	512	367	145	5	0
General	295	187	108	5	1
Works of the District	116	59	57	2	1
Individual	48	34	14	1	1
Conceptual	4	3	1	0	0
TOTAL	1025	676	349	15	3
PERCENT		66%	34%		

*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 May.

May 2012	Received		Issued
Water Use Permits	23		29
Water Well Permits	168		168
Water well permits issued and received according to well use:			
Abandoned/destroyed	1	Livestock	1
Agricultural Irrigation	12	Monitor	11
Aquaculture	0	Nursery	1
Climate Control	0	Other	2
Fire Protection	0	Public Supply	2
Garden (Non Commercial)	1	Self-supplied Residential	133
Landscape Irrigation	4	Drainage or injection	1
Commercial or Industrial	0	Test	0

The following is a list of reported emergency wells that have been permitted from December 1, 2011 through June 11, 2012. Of the 36 wells, 32 are for residential uses, three are for irrigation and one is a public supply. Dry wells accounted for 26 of the emergency permits.

Permit #	Issued	TRS	Casing Diameter	Well Use	Emergency Type	County
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
101613	4/18/12	-101636	4	Residential	Dry Well	Gilchrist

Permit #	Issued	TRS	Casing Diameter	Well Use	Emergency Type	County
101619	4/23/12	-081921	8	Irrigation	Other	Alachua
101623	4/23/12	-072207	2	Residential	Other	Bradford
101642	5/3/12	-072016	4	Public	Other	Bradford
101645	5/3/12	-111802	4	Residential	Dry Well	Alachua
101654	5/10/12	-040828	2	Residential	Dry Well	Union
101663	5/10/12	-072207	4	Residential	Dry Well	Bradford
101664	5/14/2012	-081921	4	Residential	Dry Well	Alachua
101669	5/15/2012	-040832	2	Residential	Dry Well	Taylor
101674	5/16/2012	-091814	4	Residential	Dry Well	Alachua
101681	5/17/2012	-071608	4	Residential	Dry Well	Columbia
101694	5/23/2012	-091320	4	Residential	Dry Well	Dixie
101699	5/24/2012	-101416	2	Residential	Dry Well	Gilchrist
101718	5/13/2012	-040711	4	Residential	Dry Well	Taylor
101719	5/31/2012	-091917	4	Residential	Dry Well	Alachua
101755	6/11/2012	-081921	4	Residential	Other	Alachua

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 (CUPcon) and environmental resource permitting consistency.

Staff has identified rules, as part of the agency rules review required by Executive Order of the Governor in 2011, which are no longer needed or are duplicative of statute. As a result of this identification, the Legislature passed a law that automatically repealed these rules. The repeal of these rules is set forth in Laws of Florida 2012-31, and is effective 60 days from March 28, 2012. To view Laws of Florida 2012-31, see <http://laws.flrules.org/2012/31>.

Staff Outreach

- Staff is working 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. Implementation will occur upon final acceptance of required documents from Bank of America.
- Staff hosted the May meeting of the North Central Florida Water Well Association (NCFWWA) and provided training on the new E-permitting portal.
- Staff continued to coordinate with FDEP and water management districts on reclaimed water policy.
- Staff continues to attend the Columbia County and Suwannee County Catalyst Working Groups to discuss regulatory issues.

- 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-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

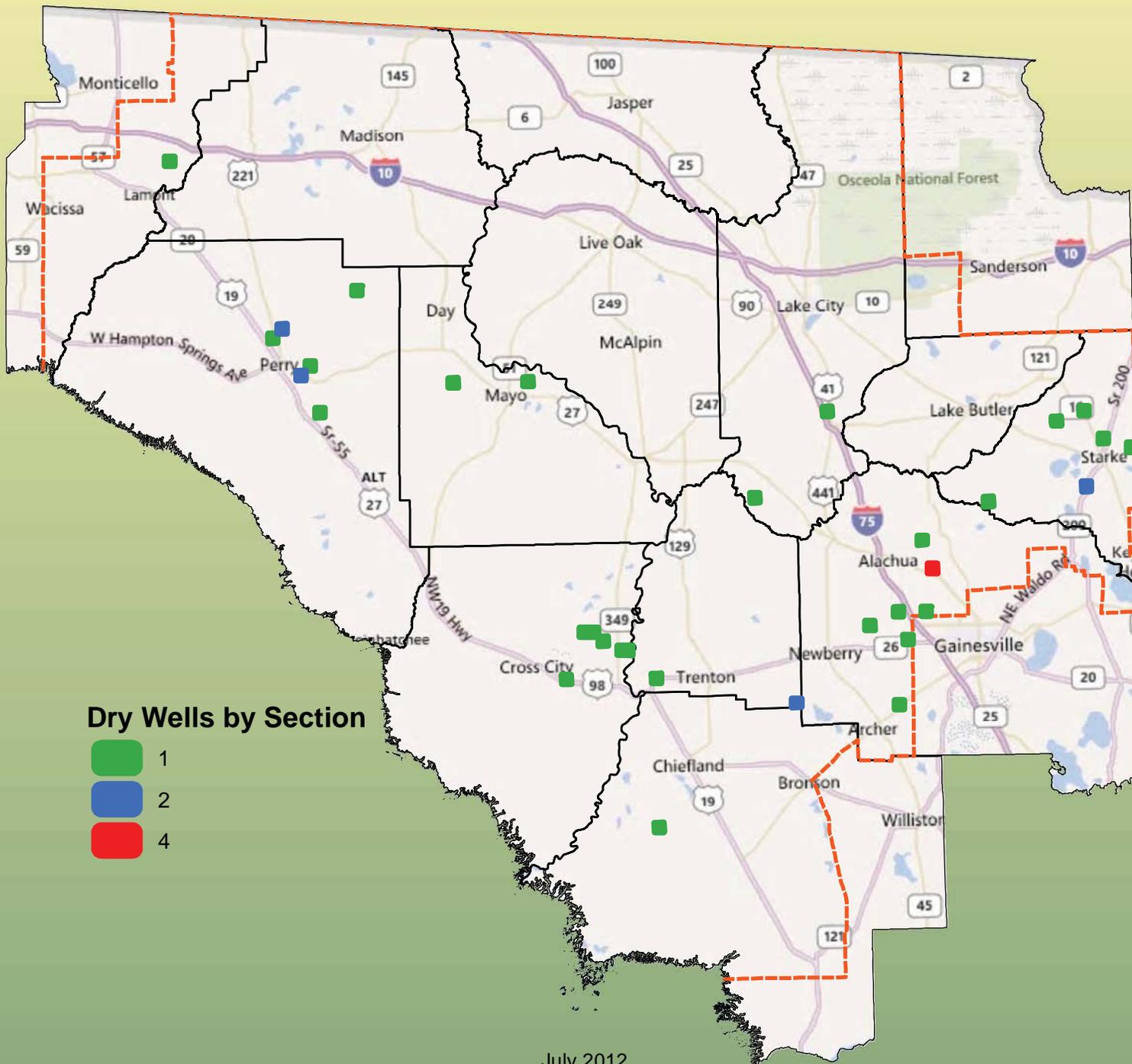
ERP Handbook

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)	



Dry Wells by Section

- 1
- 2
- 4

July 2012

MEMORANDUM

TO: Governing Board
FROM: Hugh Thomas, Suwannee River Partnership Coordinator
DATE: June 21, 2012
RE: Suwannee River Partnership Program Activity Report

Staff continues to work with USDA-NRCS to provide "Conservation Technical Assistance" to update the poultry farm conservation plans in the Middle Suwannee area.

Staff conducted a tour for funding partners involved with the Suwannee Farms Nutrient Budget project with Dr. George Hochmuth and Kenneth Hall.

Staff continues to work with District staff to conduct outreach and education related to the Water Shortage Declaration.

SRP staff is finalizing efforts related to the Irrigation Retrofit program. Staff is also working with funding partners to develop a new retrofit program as part of the FDACS 2013 Fiscal Year.

Staff continues to work with Farm Bureau, NRCS, and District staff to organize the 2012 CARES event and to identify recipients to be recognized at the dinner.

SRP staff continues to interview farmers during site visits as part of the Partnership Survey developed by the UF Public Issues Education (PIE) Center for Agriculture and Natural Resources.

SRP staff conducted a tour for FWC related to wildlife Best Management Practices (BMPs) and FDACS BMPs. FWC staff is considering benefits for wildlife related to implementing these BMPs.

Staff assisted with a farm/springs tour for USDA-NRCS Chief White related to the NRCS Gulf of Mexico Initiative.

Staff continues to assist with resolving irrigation and other agriculture related complaints.

Staff visited farmers to assist with BMP implementation assurance, BMP follow-up, sampling assistance, record keeping assistance, and other education.

Staff continues to work on the BMP implementation assurance program for dairy and poultry operations.

Staff assisted farmers with water use permit renewals.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the July Governing Board meeting if you would like further information.

HT/dd

MEMORANDUM

TO: Governing Board
 FROM: Bob Heeke, Senior Land Resources Manager
 DATE: June 29, 2012
 SUBJECT: Land Management Activity Report
 NATURAL RESOURCE MANAGEMENT

Timber Sales

The table below shows the status of licenses to cut timber:

Contract #	Timber Sale Name	Consultant	Estimated Pine Tons	Harvest Completion
11/12-051	Black Tract #3	FFS/TRSF	6,924	0%
11/12-052	Goose Pasture #1	FF	6,837	0%
11/12-053	Jerry Branch #1	FF	2,726	25%
11/12-054	Steinhatchee Springs #9	NRPS	14,100	0%
11/12-094	Steinhatchee Springs #10	NRPS	4,828	0%
11/12-095	Black Tract #4	FFS/TRSF	5,746	0%

The 410-acre Jones Mill Creek #1 timber sale was completed May 4, 2012. This harvest was a fourth row thinning conducted by North Florida Timber Dealers under contract 10/11-116. Income from this timber was \$239,333.10 which is 113% of the \$212,691.02 anticipated. The table below details timber harvested and revenue received.

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Original Cruise	Actual Harvest		Original Cruise	Actual Harvest
Pine					
Pulpwood	10,136.00	17,808.98	\$12.58	\$127,510.88	\$224,036.97
Pine Chip n					
Saw	4,354.80	953.03	\$16.05	\$69,894.54	\$15,296.13
Pine					
Topwood	1,320.00	693.99	\$11.58	\$15,285.60	\$8,036.40
Total	15,810.8	18,762.01		\$212,691.02	\$239,333.10
% Estimate		118.67%			112.53%

Reforestation, Pine Seedling Release

Longleaf pine seedlings planted during the 2012 planting season were sprayed from May 15–21 by Progressive Solutions. Often referred to as band spraying, the chemical application of a 3-foot-wide strip of herbicide over recently planted longleaf pine seedlings benefits the establishment of those seedlings by reducing competition from surrounding vegetation and provides more favorable conditions for tree growth and survival. The contractor worked diligently and efficiently in covering 965 acres in eight days.

Prescribed Fire

Summary Table FY 2012

	2012 Target Acres	Acres Complete
SRWMD	14,000	4,064
FFS TRSF	2,000	1,009
TOTAL	16,000	5,073

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year are Wildland 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 Activity Table (5/12 - 6/8)

TRACT	COUNTY					Total Acres	Total Wildfire Acres
		WFS	B&BD	FFS COOP	FFS TRSF		
Ellaville	Madison	127				127	
Falmouth Spring	Suwannee	186				186	
Mattair Springs	Suwannee	126				126	
Christian	Suwannee	102				102	
Westwood East	Hamilton				172	172	
<i>Sub-total for Period</i>		541	0	0	172	713	0
<i>Previous Acres Burned</i>		3,523	0	0	837	4,360	450
Total Acres		4,064	0	0	1,009	5,073	450

The rainfall received from isolated thunderstorms and tropical storm Beryl has started to relieve dry conditions throughout the District. Burn managers took advantage of these improved conditions by completing several burns over the last week of the report period.

Throughout the summer, burn managers will continue to look for burning opportunities following any significant rain events. No additional wildfires occurred on District land during the report period.

Meteorologists are forecasting La Niña conditions to end with a gradual return to more normal temperatures and rainfall patterns. The development of consistent rainfall patterns should benefit prescribed burning efforts throughout the summer. A complete Florida Forest Service Fire Weather Outlook can be found online at: http://www.floridaforestservice.com/fire_weather/forecast/seasonal_forecast.html

Non-native, Invasive Weed Monitoring and Control

Of the 28 invasive weed infestations monitored, living weeds were observed and treated at 17 sites. The majority of the infestations are Japanese Climbing Fern.

# Infestations	Invasive Weed	Infested Tracts	Acres
4	Chinaberry	Holton Creek	0.04
		Withlacoochee Quail Farms	0.02
		Total Acreage	0.06
11	Japanese Climbing Fern	Holton Creek	21.77
		Osteen	2.49
		Purvis Landing	0.12
		Withlacoochee Quail Farms	0.75
		Total Acreage	25.13
2	Mimosa	Falling Creek Falls	0.02
		Withlacoochee Quail Farms	0.06
		Total Acreage	0.08

District contractor Edko began treating non-native, invasive weeds at the Tyree Tract on June 4 and completed the work on June 11. The most prominent weed on this tract is Japanese Climbing Fern. Approximately 6.5 acres of widely scattered infestations are documented on the tract; however staff knew that additional infestations were scattered throughout the area. The contractor covered the entire tract by foot, treated any invasive weed that was encountered, and collected GPS points of the treatment locations.

The contractor will begin treatment on 70 acres of non-native, invasive weeds at the Lake Rowell Tract on June 18. Work is expected to be completed by the end of June.

Rare Species Monitoring

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 weeks of May 14–June 8, 2012, District staff monitored the following rare species:

- One tract was monitored for presence of Chapman’s Sedge (*Carex chapmanii*; Threatened); at least three of the multiple specimens recorded on this tract were observed flowering.
- Ten wading bird rookeries were visited to determine nesting activity. Wading birds (herons, egrets, storks) nest communally in trees and shrubs that are surrounded by water (i.e. dome/floodplain swamps, ephemeral wetlands). This affords a certain amount of protection from ground-dwelling nest predators, such as raccoons, opossums, and snakes. During dry conditions, when there is little or no standing water in these wet areas, wading birds will oftentimes forego nesting in historically active rookeries.

Only one rookery was observed active during monitoring; it was located next to a small pond. No standing water was observed at any of the other historically active wading bird rookeries, and no wading birds were observed.

PUBLIC RECREATION SERVICES

The District and Florida Wildlife Conservation Commission partnered to develop The Rivers of AWE, which is a map of the recreation opportunities on the Aucilla, Wacissa and Econfina Rivers. On May 30, 2012, the paddling trails on these rivers were designated as National Recreation Trails by the United States Department of Interior.

Suwannee Bicycle Association held their annual Suwannee Bicycle Festival in White Springs on May 4-6 with over 150 participants. Many participants rode the off-road bicycle trails on District lands.

Mowing of the road and parking area for the Lukens Tract canoe launch has been completed.

The table below shows special use authorizations issued this month.

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	Total
22	6	12	40

gal
008-00025

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Senior Professional Engineer
DATE: June 21, 2012
RE: Water Resource Projects Program Activity Report

Edwards Road Wetlands Restoration Project, Bradford County

District staff met with the City of Starke's representatives on April 27, 2012, to discuss the proposed interlocal agreement. The District's general counsel has modified the agreement based on discussions during that meeting. Staff met representatives from Bradford County on April 27, 2012, to review the project. Staff then met with the Bradford County Soil & Water Conservation District to review the project. On June 5, the City of Starke approved the amended interlocal agreement. Staff will be scheduling a meeting with FDOT in July to discuss the status of the Starke By-pass project.

In addition, the District has received an 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. The District and the owner met on May 11, 2012, to discuss the offer.

Federal Emergency Management Agency (FEMA) Map Modernization and Risk MAP

Levy County: The Letter of Final Determination was issued on May 2, 2012, and based on this letter the new flood insurance study will become effective on November 2, 2012.

Fiscal Year 2009 projects: The appeal period for the Live Oak Detailed Study has been published in the Federal Register. 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: AMEC is underway with Risk MAP projects in the Lower Suwannee watershed. AECOM is performing a detailed study on Pickett and Adams Lakes in Lafayette County to be integrated into the Lower Suwannee Risk MAP project. Atkins is providing ongoing support for program management.

Fiscal Year 2011 projects: District staff has amended contracts with Atkins to begin Discovery for the Upper Suwannee and Santa Fe rivers Risk Map Studies.

Lake Sampson Water Control Structure

Staff attended a public meeting sponsored by the Bradford County Soil and Water Conservation District on May 22 to discuss the control structure. The

public was supportive of the District's proposal to use FEMA funds to study the affect of operating the lake's control structure. Staff then met with county officials on May 31 to discuss the District's proposal. The county requested staff attend an upcoming County Commission meeting to discuss the proposal with all of the commissioners.

Algal Turf Scrubber Pilot System at Boston Farm

Hydromentia has submitted a Phase I proposal to the District to install an algal turf scrubber system on the Suwannee River. Staff continues to consider further implementation of this project.

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. FWC has been approved for \$55,000 of restoration funding for this project starting July 1, 2012. FWC has requested project management assistance from the District. District staff plans to meet with FWC in early July to discuss the project's schedule.

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 has been reviewed by the District's general counsel and will now be submitted to Columbia County for their review. Columbia County is working with the District to obtain an environmental resource permit for the Cannon Creek stormwater improvement project. The permit should be issued by the end of June. District staff is working with the county engineer to determine if these projects are eligible for the TMDL Water Quality Restoration Grant administered by FDEP.

Water Conservation Program

The Florida Rural Water Association (FRWA) and District staff completed water conservation field audits for the following schools: Columbia County High, Trenton High, Suwannee County Primary, Hamilton County Elementary and Bronson Elementary. Reports for each school are being finalized. After reviewing the results, the FRWA, District and school staff will meet to discuss the report and determine which water conservation recommendations should be implemented. District and FRWA staff also met with Gilchrist County and the City of Bronson to discuss providing a conservation audit for the utilities.

Big Bend Water Authority

In July 2011, the Governing Board agreed to provide \$250,000 toward 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 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

Staff is currently reviewing the upper Suwannee River deliverables submitted by the surveying contractor. After the data is reviewed for quality control, it will then be sent to the MFL engineering contractor. On May 25, the District issued a Request for Qualifications to survey the middle portion of the Suwannee River. Submissions are due June 22.

Hydrologic and Water Quality Improvement Projects on District-Owned Lands

The Water Resources Projects team is working with Land Management on several projects on District-owned properties to improve hydrologic and water quality conditions. The projects include erosion control and sediment removal at Otter Springs, erosion control at 47 Bridge, and ditch block installation at Mallory Swamp and Steinhatchee Rise to improve groundwater and wetland hydrology.

Please feel free to contact staff prior to the July 10, 2012, Governing Board meeting if you would like further information.

/bk

Compliance

updated 6/21/2012 9:00:07 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	7/21/2012	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. 4/24/12; RAI sent. Received responses from applicant on 5/23/12. 6/15/12; meeting to discuss mitigation alternatives. 6/21/12; RAI sent. 30 days to respond.	Webster, Patrick
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). 3/14/11; signed & executed CA sent to Respondent. 5/18/11; received costs & partial penalty. 5/31/11; Respondent defaulted on CA. June 2011 Board for initiation of legal action. 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; penalties, application fee & as-builts received. 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. 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 placed on hold. 3/1/12; on site meeting Respondent given outline of actions needed to bring project into compliance.	Marshall, Leroy

<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>
CE11-0031	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
CE12-0009	TAYLOR	2/23/2012	7/13/2012	Unpermitted excavation & wetland fill.	Enrique Villagomez	Site visit was conducted on 04/06/12, and it was determined that dredging impacts existing but fill was not as clearly-defined. Fill might have been used on-site for the homesite and back yard. On 4/23/12, the certified NOV returned-unclaimed. However, Respondent did respond to the NOV that was delivered by conventional mail. Staff encouraging Respondent to obtain permit or restore the site. Site visit scheduled by 7/13/12.	Mantini, Louis
CE12-0011	SUWANNEE	3/29/2012	7/13/2012	Unpermitted borrow pit.	Donna Whitfield	20 days to contact District. Respondent contacted District on 04/11/12. Site visit conducted on 4/17/12, with complainant's brother (John Cox. 386.935.4701), and impacts to neighbor's property were confirmed (erosion of property boundary). 5/21/12; Compliance Agreement sent to Respondent for signatures, and Respondent's family has requested the District consider modification of the CA in response. The modification of the CA has been completed and waiting approval from staff.	Mantini, Louis
CE12-0016	LEVY	5/11/2012	9/9/2012	Clearing within 75-foot setback.	Greg Griffis	20 days to submit WOD application. 6/4/12; received WOD application. RAI sent 6/20/12.	Hastings, John
CE12-0017	COLUMBIA	5/10/2012	6/27/2012	Clearing in setback of river.	Jack & Eva Harden	20 days to contact District.	Robinson, Vince

<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>
CE12-0004	ALACHUA	2/14/2012	7/19/2012	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 impact delineation was received on 04/25/12. A meeting was attended scheduled with Yelvington's engineering and environmental consultant's on 04/30/12, to discuss mitigation of impacted area. 6/19/12; mitigation plan received. Staff reviewing submittal.	Mantini, Louis
CE10-0042	UNION	10/10/2010	9/20/2012	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. Response received by deadline, but staff must decide how to proceed with permitting/enforcement, because Respondent claims partial culpability on behalf of Town of Worthington Springs - Staff to meet on 6/13/12, and decided to proceed by requiring Respondent to modify his application to include properties clearly under the ownership of New River Forest Villas. 6/21/12; waiting approval to send RAI.	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>
CE11-0005	BRADFORD	2/24/2011	7/10/2012	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. Contacted Mr. Hake on 6/4/12 and informed him that staff would recommend enforcement if remedial actions prescribed by CA were not completed by 6/30/12. Presenting at July 2012 Board for approval to sent to legal.	Mantini, Louis
CE11-0007	GILCHRIST	2/9/2011		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 Respondent 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; resent CA. 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 Respondent stating sudden health issues.10/28/11; sent email extending his execution of the compliance agreement to 11/30/11. Met with Respondent on 1/26/12. 3/13/12; staff reviewing preliminary variance request. 5/18/12; received Variance Request. 5/23/12; Variance request sent to legal for review. Legal review indicates that the variance form was acceptable. 6/21/12; Final Order & permit being reviewed by staff.	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>
CE11-0010	GILCHRIST	3/17/2011	7/25/2012	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 conducted an onsite inspection with the owner on 7/7/12. It was verified that progress has been made. Will continue to monitor.	Webster, Patrick
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	6/30/2012	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 not satisfied; staff will consider an extension to 06/30/12, if requested, per discussion with Mr. Howard and subsequent 6/1/12, e-mail correspondence made part of the permit file. Mr. Howard indicated that all of the necessary items are ready.	Mantini, Louis