

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: Brian Kauffman, Senior Professional Engineer  
DATE: July 25, 2012  
RE: Authorization to Contract for Hydrographic Surveying Services

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to negotiate and enter into a contract with the top-ranked firm to obtain hydrographic cross sections of the Middle Suwannee River for a cost not to exceed \$115,000.**

BACKGROUND

The District needs to obtain hydrographic information on the Middle Suwannee River for development of a computer model to determine minimum flows and levels. This phase will include approximately 200 cross sections on 94 river miles beginning near Ellaville and ending near Fanning Springs.

A Request for Qualifications (RFQ 11/12-035WR) for services was advertised on May 22, 2012. The District received 15 submittals by the June 22 deadline. Due to the flooding caused by tropical storm Debby, the shortlist meetings and presentations were postponed. Staff rescheduled the meetings and developed a shortlist of qualified firms on July 19. Oral presentations were given by four firms on July 26 and ranked in the following order:

- |  |                         |
|--|-------------------------|
| 1. Land and Sea Surveying                      | Merritt Island, Florida |
| 2. AMEC Environmental and Infrastructure, Inc. | Orlando, Florida        |
| 3. Degrove Surveyors, Inc.                     | Jacksonville, Florida   |
| 4. ARC Surveying and Mapping                   | Jacksonville, Florida   |

If negotiations for a satisfactory contract fail with the top-ranked firm, District will then undertake negotiations with the second most qualified firm, and so on. Should the District be unable to negotiate a satisfactory contract with any of the ranked respondents, District may select additional respondents in the order of qualifications and continue until an agreement is reached. District may, at its option, terminate all negotiations and re-solicit.

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

BK/dd

MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, Senior Professional Engineer  
DATE: July 25, 2012  
RE: Authorization to Publish Notice of Change and File Amendments to 40B-2.301, F.A.C.

RECOMMENDATION

**Staff recommends the Governing Board authorize staff to:**

- 1. Publish Notice of Change for section 40B-2.301, F.A.C.; and**
- 2. File 40B-2.301, with Department of State if no comments or objections are received.**

BACKGROUND

On April 10, 2012, the Governing Board authorized publication of proposed rule for 40B-2.301, F.A.C. The Notice of Proposed Rule appeared on June 22, 2012.

The District has received comments from the Joint Administrative Procedures Committee (JAPC) that require additional changes to this rule. The proposed changes are shown in the proposed Notice of Change that follows this memorandum.

If no objections or requests for workshop are filed within 21 days after publication, the District will file the proposed rules with the Joint Administrative Procedures Committee (JAPC) for review.

Governing Board authorization is required by 120.54(3), Florida Statutes, for filing of the rules for adoption. Filing with the Department of State will occur following JAPC review. The rules will become effective 20 days after filing with the Department of State.

/rl

\*\*\*\*\*

**NOTICE OF CHANGE**

NAME OF AGENCY:  
Suwannee River Water Management District

RULE CHAPTER TITLE:  
Permitting of Water Use

RULE CHAPTER NUMBER:  
40B-2

RULE TITLES:  
Conditions for Issuance of Permits

RULE NOS.:  
40B-2.301

Notice is hereby given that this rule has been changed to reflect comments received from the Joint Administrative Procedures Committee. When changed, the rule shall read as noted below:

40B-2.301(3) The standards and criteria set forth in the Water Use Permitting Guide, effective DATE, hereby incorporated by reference into this chapter, if met, will provide the reasonable assurances required in this section. This document is available at District headquarters, and on the Florida Department of State's website at <https://www.flrules.org> and on the District's website at [www.mysuwanneeriver.com](http://www.mysuwanneeriver.com).

WATER USE PERMITTING GUIDE LANGUAGE  
3.1.1.1.

- 2) If reclaimed water is available at the property boundary:
  - a) The peak, minimum and annual average daily quantity in million gallons per day ~~(or whatever measurements the WMD requires)~~ of reclaimed water supply available from the nearest potential connection point, as well as expected average monthly quantities ~~(or the applicable WMD measurements)~~.

IF REQUESTED WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE SCHEDULED AND ANNOUNCED IN FAW.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE AMENDMENTS:  
Robin Lamm, Business Resource Specialist, SRWMD, 9225 C.R. 49, Live Oak, Florida, 32060, (386)362-1001 or (800)226-1066 (FL only).

NAME OF PERSON ORIGINATING PROPOSED RULE: Jon Dinges, Director, Water Supply and Resource Management, Suwannee River Water Management District, 9225 County Road 49, Live Oak, Florida 32060, (386)362-1001.

NAME OF SUPERVISOR OR PERSON WHO APPROVED THE PROPOSED RULE:  
Governing Board of the Suwannee River Water Management District.

DATE PROPOSED RULE APPROVED: April 10, 2012.

DATE NOTICE OF PROPOSED RULE DEVELOPMENT PUBLISHED IN FAW: June 22, 2012.

DATE PROPOSED CHANGES APPROVED: August 14, 2012

MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, Senior Professional Engineer  
DATE: July 27, 2012  
RE: First Modification of Water Shortage Order Number 12-0005

RECOMMENDATION

**Staff recommends that the Governing Board modify the above referenced Water Shortage Order to include the unincorporated areas of Alachua County that are located in the St. Johns River Water Management District in accordance with the delegation agreement between St. Johns River Water Management District (SJRWMD), Alachua County Board of County Commissioners (County) and Suwannee River Water Management District (SRWMD) dated July 10, 2012, and rescind water shortage restrictions specific to the counties of Baker, Dixie, Hamilton, Lafayette, Putnam, Suwannee, and Taylor.**

BACKGROUND

A modified Phase III water shortage declaration is currently in effect for properties lying within the boundaries of SRWMD. Last month the Board delegated authority to the Executive Director to enter into an agreement with the referenced parties to enable SRWMD's water shortage order to be applied throughout all unincorporated areas of Alachua County. Today's action will modify Water Shortage Order Number 12-0005 to include the unincorporated area of Alachua County in accordance with the delegation agreement.

After consideration of current water resource data as well as staff and public input, staff also recommends that the Board rescind water shortage restrictions specific to the counties of Baker, Dixie, Hamilton, Lafayette, Putnam, Suwannee, and Taylor. The following counties will remain

under the modified water shortage order: Alachua, Bradford, Columbia, Gilchrist, Jefferson, Levy, Madison, and Union.

A copy of the modified water shortage order is attached.

TS/rl  
Attachment  
Contract 11/12-116

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**  
**GOVERNING BOARD ORDER**

**Order Number:** First Board Order Amending 12-0005  
**Date Approved:** August 14, 2012  
**Subject:** Modified Phase III Water Shortage Order  
**Approval:**



\_\_\_\_\_  
**Don Quincey, Chairman**

\_\_\_\_\_  
**Ray Curtis, Secretary**

**First Board Order Amending**  
**Modified Phase III Water Shortage Order**

The Governing Board of the Suwannee River Water Management District (District), during a regularly scheduled meeting held on August 14, 2012, at District Headquarters in Live Oak, Florida, received testimony, including data and recommendations from District staff regarding hydrologic conditions and the declaration of a water shortage within the District. Based on the testimony, data, and staff recommendations, the Governing Board makes the following Findings of Fact and Conclusions of Law.

**FINDINGS OF FACT**

1. At its May 29, 2012, meeting, the District's Governing Board declared a Modified Phase III Water Shortage, pursuant to the provisions of 40B-21, Florida Administrative Code (F.A.C.), to remain in effect until September 30, 2012.

2. At its July 10, 2012, meeting, the District's Governing Board authorized Ann Shortelle, Ph.D., Executive Director, to enter into an Interlocal Agreement with the St. Johns River Water Management District pursuant to subsection 373.046(6), Florida Statutes, designating the District as the agency with the authority to declare and enforce water shortages and emergencies pursuant to sections 373.175 and 373.246, Florida Statutes (F.S.), within all unincorporated areas of Alachua County.

3. At its August 14, 2012, meeting, the District's Governing Board considered current water resource data, staff recommendations, and public input, and upon

consideration amended Water Shortage Order Number 12-0005 to rescind water shortage restrictions specific to the counties of Baker, Dixie, Hamilton, Lafayette, Putnam, Suwannee, and Taylor.

4. At its August 14, 2012, meeting, the District's Governing Board considered current water resource data, staff recommendations, and public input, and upon consideration, issued an Amendment to Water Shortage Order Number 12-0005 modifying Water Shortage Order Number 12-0005 specific to the counties of Alachua, Bradford, Columbia, Gilchrist, Jefferson, Levy, Madison, and Union.

5. Based on hydrological conditions as follows:

### **Rainfall**

- July 2012 rainfall, in most areas, is below normal based on records beginning in 1932.
- The 12-month rainfall ending July 25 is near normal with 12-month period based on records beginning in 1932.
- Continued normal rainfall will not sustain or improve groundwater levels in the counties of Alachua, Bradford, Columbia, Gilchrist, Jefferson, Levy, Madison, and Union.

### **Groundwater Conditions**

- Upper Floridan levels remain low to extremely low in parts or all, of Alachua, Bradford, Columbia, Gilchrist, Jefferson, Levy, Madison, and Union counties.
- Areas of normal groundwater levels near the Santa Fe and lower Suwannee rivers are under influence of river levels routed from areas of much higher rainfall, and these normal levels will not be sustained as the rivers fall.

### **Surfacewater Conditions**

- River levels are generally normal to above-normal.
- Springflow is improved on the Santa Fe River, but these flows are highly influenced by river water returning from the aquifer after the springs reversed flow during flooding. Some springs, including Poe Springs and Santa Fe Springs, were returning tannic water to the Santa Fe as late as July 25, 2012.

## **Forecast and Climatology**

- Normal summer convective rainfall distribution and high evapotranspiration rates are not conducive to Floridan aquifer recharge.
- The three-month precipitation probability outlook published by the Climate Prediction Center in July 2012 shows North Florida having equal chances of above normal, normal, or below normal precipitation through October 2012.

## **CONCLUSIONS OF LAW**

6. The Governing Board of the District is duly authorized by Section 373.246(2), Florida Statutes (F.S.), and Chapter 40B-21, F.A.C., to issue orders declaring the existence of a water shortage within all or part of the District and to impose such restrictions and require such measures as may be necessary to reduce demand on available water supplies.

7. In accordance with an Interagency Agreement executed on July 13, 2012 pursuant to subsection 373.046(6), F.S., the District is the designed agency with authority to declare and enforce water shortages pursuant to sections 373.175 and 373.266, F.S., within the unincorporated areas of Alachua County.

8. County and city officials and all law enforcement authorities are required to enforce orders lawfully issued by the District pursuant to Chapter 40B-21, F.A.C., and Section 373.609, F.S.

9. The Governing Board held a public workshop on May 8, 2012, and a hearing on May 29, 2012, at the District's headquarters for the purpose of considering data, including quantitative and qualitative indicators and staff recommendations.

10. The Governing Board held a hearing on August 14, 2012, at the Dixie Plantation, Greenville, Florida, for the purpose of considering data, including quantitative and qualitative indicators and staff recommendations.

11. Upon careful consideration of the hydrologic conditions, District data, qualitative factors and staff recommendations, the Executive Director has determined that a District-wide Modified Phase III Water Shortage is necessary and should be so ordered.

## ORDERED

THEREFORE, based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED:

12. Except as modified herein, all other terms and conditions of Water Shortage Order 2012-0005 shall remain in full force and effect.

13. In accordance with the Interagency Agreement and pursuant to Chapter 373.046(6), F.S., all of the unincorporated area of Alachua County is herein included to this Order.

14. The Modified Phase III Water Shortage is continued for all ground and surface waters within Alachua, Bradford, Columbia, Gilchrist, Jefferson, Levy, Madison, and Union counties.

15. The Modified Phase III Water Shortage restrictions specific to all ground and surface waters within the counties of Baker, Dixie, Hamilton, Lafayette, Putnam, Suwannee, and Taylor are rescinded.

16. Water use restrictions are attached to this Order and are hereby incorporated.

17. County and city officials and all law enforcement authorities shall enforce this Order when requested, pursuant to the Plan and Section 373.609, F.S.

18. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions ("Local Action") that are at least as restrictive as this Modified Phase III Water Shortage Order are hereby ratified and authorized to continue in effect according to their terms. In the event that a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

19. This order shall remain in effect from August 14, 2012, until September 30, 2012, unless otherwise modified, revoked, or rescinded by the Governing Board.

**The remainder of this page is left intentionally blank.**

**ATTACHMENT**  
**MODIFIED PHASE III WATER SHORTAGE RESTRICTIONS**

**(1) Indoor uses** shall be reduced by employing water conservation measures and by installing water conserving devices.

**(2) Essential uses** should be reduced to the extent practicable by limiting flushing and other system cleaning activities to a level required to maintain the health, safety, and welfare of the public.

**(3) Agricultural uses** shall be restricted as follows:

(a) Treated wastewater irrigation shall not be restricted.

(b) Low pressure/low volume irrigation systems shall not be restricted.

(c) Overhead irrigation by high pressure/high volume systems shall be prohibited between the hours of 12:00 p.m. and 9:00 p.m. Systems that have been certified by an independent irrigation laboratory within the past five years prior to the effective date of a water shortage order to be as efficient as practicable or are compliant with applicable water conservation best management practices shall not be restricted.

(d) Flood/seepage irrigation systems shall be operated in a manner that will capture all runoff that is practicable for reuse.

(e) Livestock water users shall, to the extent practicable, reduce their water usage to a level required to maintain the health, safety, and welfare of livestock.

(f) Soil flooding for pest control or soil preservation shall be prohibited.

(g) Soil flooding to permit harvesting of sod shall be prohibited.

(h) Aquaculture water users shall, to the extent practicable, reduce their water usage.

(i) All irrigation systems shall be operated in a manner that will efficiently use the water withdrawn.

(j) All agricultural enterprises should suspend those activities which stimulate the need for increased irrigation, as feasible and appropriate.

(k) No unnecessary off-site discharge from irrigation shall be allowed.

(l) No off-site application or irrigation water on non-targeted areas shall be allowed.

(m) Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

(n) For those agricultural enterprises that have best management practices approved by the Department of Agriculture and Consumer Services, irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizers shall not be restricted. Such watering-in shall be limited to the minimum necessary and shall be accomplished during the hours allowed for normal irrigation.

**(4) Commercial and industrial uses** shall be restricted as follows:

(a) Use of treated wastewater shall not be restricted.

(b) Phosphate mining and beneficiation operations:

1. Recycled water within the mine site shall be used to the greatest extent practicable to reduce freshwater withdrawals.

2. Water within noncontiguous mine cuts and other impoundments shall be used to the greatest extent practicable to augment the mine's circulation system.

3. Off-site discharges of water shall be reduced or eliminated to the greatest extent practicable.

4. Cleaning requiring water use shall be reduced to the minimum required to protect the efficiency of the operation, prevent damage to equipment, or maintain the health and safety of workers.

5. Washing of vehicles shall be suspended except for health and safety needs.

6. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restriction of other uses within the mine site may also apply.

(c) Chemical products processing or manufacturing facilities:

1. The use of fresh water shall be reduced to the greatest extent practicable.

2. Off-site discharge shall be reduced or eliminated to the greatest extent practicable.

3. Recycled water shall be used to replace fresh water to the greatest extent practicable.

4. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable.

(d) Limestone, sand, gravel, or other minerals mining operations:

1. On-site impounded surface waters shall be used to replace fresh water withdrawals to the greatest extent practicable.

2. Spraying for dust control in quarry area shall be reduced except for health and safety needs.

3. Reduce general housekeeping that requires the use of water to the greatest extent practicable.

4. Off-site discharge shall be reduced or eliminated wherever practicable.

(e) Cement, concrete, and concrete products manufacturing facilities:

1. Runoff shall be captured and reused to the greatest extent practicable.

2. Spray drift shall be reduced to the greatest extent practicable and spray application shall be adjusted to attain the greatest practicable efficiency.

3. The water content of products shipped shall be reduced to the greatest extent practicable.

(f) Perishable foods processing operations:

1. Off-site discharge shall be reduced or eliminated wherever feasible.
  2. Water losses from released steam shall be minimized to the greatest extent practicable.
  3. Effluent shall be recycled to the greatest extent practicable.
- (g) Perishable foods packing operations:
1. Restrict washing of fruit and plant area to minimum level necessary for health and safety standards.
  2. Equipment washing apparatus with automatic shut-off devices shall be used to the greatest extent practicable.
- (h) Bottled water and other beverage products operations:
1. Restrict equipment washing operations to the minimum level necessary for health and safety standards.
  2. Implement routine process inspections to find and reduce water waste to the greatest extent practicable.
- (i) Power generation:
1. Maximize production from generating facilities which are least dependent upon withdrawals from the source experiencing the shortage, and minimize production from generating facilities which are most dependent upon withdrawals from the source experiencing the shortage, to the greatest extent practicable.
  2. Non-essential uses of water, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restrictions of other uses may apply.
  3. Power companies should encourage customers to reduce power consumption to the greatest extent practicable, so that they may reduce power generation and in turn, reduce water consumption.
- (j) Other industrial and commercial uses:
1. Reduce use by employing water conserving measures and by installing water conserving devices.
  2. Replace use of fresh water with reclaimed or recycled water wherever appropriate and feasible to the maximum extent practicable.
  3. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
  4. Additional restrictions may apply.

**(5) Water utility uses** shall be restricted as follows:

(a) To the greatest extent practicable, utilities shall institute conservation measures such as improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(b) New water line flushing and disinfection shall be limited to minimum requirements.

**(6) Landscape irrigation uses** shall be restricted as follows:

(a) Treated wastewater irrigation shall not be restricted.

(b) Lawns and landscaping.

1. Established lawns and landscaping.

a. The irrigation of established lawns and landscaping is prohibited, except between the hours of 10:00 p.m. and 6:00 a.m.

b. Hand watering is authorized between the hours of 4 p.m. and 10:00 a.m.

c. Lawn watering is limited to a once-per-week schedule as follows:

<b>Addresses with House Numbers:</b>	<b>May only irrigate on:</b>
Ending in 0 or 1	Monday
Ending in 2 or 3	Tuesday
Ending in 4 or 5	Wednesday
Ending in 6 or 7	Thursday
Ending in 8 or 9	Friday
No address (community common areas, etc.)	Friday

d. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

e. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

2. New lawns and landscaping.

a. Irrigation of new lawns and landscaping shall occur between the hours of 4:00 p.m. and 10:00 a.m. and limited to the minimum amount required for the establishment of the lawn. Sixty days following planting of lawn and landscaping, the restrictions in paragraph 1. Above shall apply.

b. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

c. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

(c) Golf courses.

1. Irrigation of greens and tees shall occur between the hours of 10:00 p.m. and 6:00 a.m.
2. Irrigation of fairways, roughs, and non-play areas on the front nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on odd numbered days.
3. Irrigation of fairways, roughs, and non-play areas on the back nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on even numbered days.
4. Horticultural practices which stimulate the need for increased irrigation shall be reduced or suspended to the greatest extent practicable.
5. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
6. The operation of irrigation systems for cleaning and maintenance purposes shall be restricted to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.
7. Irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizer where such watering-in is required by the manufacturer or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

**(7) Miscellaneous uses** shall be restricted as follows:

- (a) Recreation area use of water shall be reduced to the greatest extent practicable.
- (b) Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited except to meet federal, state, or local health or safety standards.
- (c) Mobile equipment washing shall be accomplished using only low-volume methods (excluding commercial car washes).
- (d) Outside pressure cleaning shall be restricted to only low-volume methods.
- (e) Augmentation shall be limited to the minimum necessary to maintain and preserve the long-term integrity of the surfacewater body and associated habitat for fish and wildlife. Where minimum levels have been established by the District, no augmentation shall occur when water levels are above the applicable minimum water level.
- (f) Aesthetic uses.
  1. Outside aesthetic uses of water shall be prohibited.
  2. Inside aesthetic uses of water shall be prohibited.
- (g) Car washing.

1. Car washing by individuals and businesses shall be limited to once per week on the designated watering day for the location.

2. Fundraising and commercial car washes, including mobile detail businesses may operate on any day.

3. Emergency and other first responder vehicles may be washed on any day as needed.

**EXCERPTS FOR  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
CHAPTER 40B-21  
WATER SHORTAGE PLAN**

**40B-21.051 Definitions**

When used in this Chapter:

(1) "Even numbered address" means the house address or rural route ending in the numbers 0, 2, 4, 6, 8, or the letters A-M. Post office box numbers are not included.

(2) "Even numbered days" means the days whose dates end in the numbers 0, 2, 4, 6, or 8. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.

(3) "Hand watering" means the low volume irrigation of plants or crops with one hose, fitted with a self-canceling or automatic shutoff nozzle, attended by one person.

(4) "High Pressure/High Volume Irrigation System" shall mean any sprinkler-type irrigation system with an SER greater than 1.2 and will typically include higher pressure (greater than 30 psi) pivots, traveling or walking systems, or in-ground, overhead sprinkler systems.

(5) "Irrigation System Efficiency Ratio (SER)" shall mean the ratio of the water withdrawn to the water requirement of the plant(s) irrigated and shall be determined by comparing volume of water which needs to be pumped for delivery by a particular irrigation system to the net irrigation requirement of a crop. For example, if a particular irrigation system requires 1.2 inches of water in order to apply 1 inch to a crop, the SER is 1.2:1 or simply 1.2. Generally, the excess water is lost to system leakage, evaporation, and wind drift.

(6) "Low Pressure/Low Volume Irrigation System" shall mean any irrigation system with a SER of 1.2 or less and will typically include trickle, drip, micro jet, and low pressure (less than 30 pounds per square inch [psi]) overhead irrigation systems.

(7) "Low-volume mobile equipment washing" means the washing of mobile equipment with a bucket and sponge or a hose with a self-canceling or automatic shutoff nozzle or both.

(8) "Low-volume pressure cleaning" means pressure cleaning by means of equipment which is specifically designed to reduce the inflow volume as accepted by industry standards.

(9) "Method of withdrawal class" means the type of facility or means of extraction or diversion of water employed by the user. Method of withdrawal classes within the District are specified in Rule 40B-21.571, F.A.C.

(10) "Mobile equipment" means any public, private, or commercial automobile, truck, trailer, railroad car, camper, boat, or any other type of similar

equipment. The term shall not include sanitation and sludge vehicles or food vending and transporting vehicles.

(11) "Odd numbered address" means the house address or rural route ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z. Post office box numbers are not included.

(12) "Odd numbered days" means the days whose dates end in the numbers 1, 3, 5, 7, or 9. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.

(13) "Overhead irrigation" means the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

(14) "Plan" means the water shortage plan authorized in Section 373.246, F.S., and contained in this chapter.

(15) "Seawater" shall mean any ground or surface water with an average total chloride concentration equal to or greater than 15,000 milligrams per liter.

(16) "Source class" means the specified water resource from which a user is obtaining water either directly or indirectly. Source classes within the District are identified in Rule 40B-21.531, F.A.C.

(17) "Use class" means the category describing the purpose for which the user is using water. Use classes within the District are specified in Rule 40B-21.541, F.A.C.

(18) "User" means any person or entity which directly or indirectly takes water from the water resource, including but not limited to uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40B-2, F.A.C., or uses from individual wells or pumps for domestic or individual home use.

(19) "Water resource" means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, and any related natural systems. However, it does not refer to treated wastewater effluent or seawater.

(20) "Water shortage" means that situation within all or part of the District when insufficient water is available to meet the existing reasonable-beneficial needs of water users and to protect water resources from serious harm. A water shortage may be the result of a drought or the result of human influences on water resources.

(21) "Water shortage emergency" means a situation when the powers which can be exercised under a water shortage declaration are not sufficient to adequately protect the public health, safety, or welfare, the health of animals, fish, or aquatic life.

(22) "Water Use Permit" means a permit issued pursuant to Chapter 40B-2, F.A.C., authorizing the withdrawal and use of water.

**EXCERPTS FOR  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
CHAPTER 40B-21  
WATER SHORTAGE PLAN**

**40B-21.601 General.**

(1) Upon declaration of a water shortage or water shortage emergency, the restrictions presented within this part can be implemented to achieve the desired overall reductions in user demand. The target reduction ultimately chosen during a water shortage will be dependent upon the severity of the particular shortage. The District shall evaluate hydrologic conditions and implement the restrictions found in this Part. The restrictions shall be included in the notice(s) of the shortage, as specified in Rule 40B-21.275, F.A.C.

(2) Restrictions are presented for each use class and various subclasses. It shall be the responsibility of each water user to keep informed as to the restrictions in effect.

(3) In addition to the restrictions specified in this part, all wasteful and unnecessary water use is prohibited regardless of the severity of water shortage. This subsection is not intended to prohibit legal uses of water whether permitted or exempted by rule or statute. Such wasteful and unnecessary water use shall include, but not be limited to:

(a) Allowing water to be dispersed without any practical purpose to the user, regardless of the type of water use;

(b) Allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use;

(c) Allowing water to be dispersed to accomplish a purpose for which water use is unnecessary or which can be easily accomplished through alternative methods without water use; and

(d) Allowing water to be dispersed for purely aesthetic or ornamental uses.

MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, Senior Professional Engineer  
DATE: July 25, 2012  
RE: Authorization to Levy a Money Judgment on Real Property in the Matter of *SRWMD v. Charlie Hicks, Jr.*, CE07-0087, Madison County

RECOMMENDATION

**Staff recommends the Governing Board authorize Counsel to levy a money judgment on real property in the matter of *SRWMD v. Charlie Hicks, Jr.*, CE07-0087, Madison County.**

BACKGROUND

On September 26, 2007, District staff discovered an unpermitted structure within the regulatory floodway of the Withlacoochee River. Staff worked through the compliance and enforcement process in an attempt to resolve the violation. The case appeared before a judge several times and ultimately, a nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys' fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57.

A conformed copy of the judgment has been recorded in the public records and counsel is prepared to execute on the Final Judgment. Staff recommends the Board authorize counsel to proceed in executing on the Judgment, which will allow counsel to begin the sheriff's sale process.

TS/rl

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: July 25, 2012

RE: Operating Agreement between the Jacksonville District of the U.S. Army Corps of Engineers (Corps), the Florida Department of Environmental Protection (Department), the Northwest Florida Water Management District (NFWWMD), the South Florida Water Management District (SFWMD), the St. Johns River Water Management District (SJRWMD), the Southwest Florida Water Management District (SWFWMD), and the Suwannee River Water Management District (SRWMD) Concerning Regulatory Programs for Activities in Wetlands and other Surface Waters, including Waters of the United States

### RECOMMENDATION

**Staff recommends that the Governing Board enter into the above referenced Operating Agreement with the Corps, Department, NFWWMD, SFWMD, SJRWMD, and SWFWMD**

### BACKGROUND

District staff recommends adoption of the subject agreement, the purpose of which is to coordinate the permitting, and the compliance and enforcement programs of the Parties concerning regulation of activities that affect waters of the United States (WOUS) under the jurisdiction of the Corps, and wetlands and other surface waters under the jurisdiction of the Department or the Districts within the state of Florida.

It is a goal of the Parties to this Agreement to accomplish efficient, streamlined regulatory programs that govern activities affecting wetlands and other surface waters, including jurisdictional WOUS. Towards this goal, the Parties have established joint application forms and agree, where possible, to coordinate the distribution and review of information received during the permit application review process. Additionally, in order to further streamline the permitting process, the agencies agree to continue to jointly review the wetland delineation methodologies of the state and the Corps to identify any differences and explore ways to further resolve or overcome these differences. Further, the Parties may explore methods to integrate the principles of ecosystem management within their existing legal authority in order to achieve more effective environmental protection.

TS/rl

**OPERATING AGREEMENT BETWEEN THE JACKSONVILLE DISTRICT OF THE  
U.S. ARMY CORPS OF ENGINEERS, THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT,  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT,  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, AND  
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
CONCERNING REGULATORY PROGRAMS FOR  
ACTIVITIES IN WETLANDS AND OTHER SURFACE WATERS, INCLUDING  
WATERS OF THE UNITED STATES**

**I. PARTIES, PURPOSE AND GOALS**

**A. The Parties**

The Parties to this Agreement are the Jacksonville District of the United States Army Corps of Engineers (Corps), Florida Department of Environmental Protection (Department), Northwest Florida Water Management District (NFWFMD), South Florida Water Management District (SFWMD), St. Johns River Water Management District (SJRWMD), Southwest Florida Water Management District (SWFWMD), and Suwannee River Water Management District (SRWMD) (collectively referred to as "Districts"). Where the Department or a District has delegated responsibilities to a local government in accordance with section 373.441, Florida Statutes (F.S.), this Agreement shall also apply to those local governments that have been delegated such authority as of the effective date of this Agreement.

**B. Purpose**

The purpose of this Agreement is to coordinate the permitting, compliance and enforcement programs of the Parties concerning regulation of activities that affect waters of the United States (WOUS) under the jurisdiction of the Corps, and wetlands and other surface waters under the jurisdiction of the Department or the Districts within the state of Florida. This Agreement shall apply to Department of the Army permits ("DA Permits") issued by the Corps pursuant to Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899 or Section 103 of the Marine Protection, Research and Sanctuaries Act and to permits issued by the Districts or the Department pursuant to part IV of chapter 373, F.S. ("State permits"). This Agreement describes the interaction between the Parties and is subject to the respective laws and implementing regulations and policies of the Parties.

This Agreement supersedes the Agreement entered on November 30, 1998, entitled "Operating Agreement Between the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, and the Suwannee River Water

Management District Concerning Regulatory Programs for Activities in Wetlands and Other Surface Waters.”

### **C. Goals**

It is a goal of the Parties to this Agreement to effectuate efficient, streamlined regulatory programs that govern activities affecting wetlands and other surface waters, including jurisdictional WOUS. Towards this goal, the Parties have established joint application forms and agree, where possible, to coordinate the distribution and review of information received during the permit application review process. Other streamlining measures to be explored and further developed by the Parties include joint field inspections and pre-application meetings, coordinated, complementary enforcement efforts, and the Corps's state programmatic and regional general permits. Additionally, in order to further streamline the permitting process, the agencies agree to continue to jointly review the wetland delineation methodologies of the state and the Corps to identify any differences and explore ways to further resolve or overcome these differences. Further, the Parties may explore methods to integrate the principles of ecosystem management within their existing legal authority in order to achieve more effective environmental protection.

## **II. WATER QUALITY CERTIFICATION**

By letter dated January 15, 1998, to the Secretary of the Department of Environmental Protection, the Governor of the State of Florida, under the authority in 33 U.S.C., Sections 1341 and 1362 (the Clean Water Act), and 40 C.F.R. 121.1(e), designated the Department as the agency responsible for certifying compliance with applicable state water quality standards for federal licenses or permits issued by the Corps under Section 404 of the Clean Water Act, 33 U.S.C. 1344. That letter granted the Department the authority to issue, deny, or waive certification of compliance with water quality standards, the authority to identify categories of activities for which water quality certification is waived, and the authority to establish categories of State permits or other authorizations for which the issuance (or denial) of the permit or authorization constitutes a certification (or denial of certification) that the permitted or authorized activity complies with (or fails to comply with) applicable state water quality standards. By letter dated February 2, 1998, to the Administrator of the Environmental Protection Agency, the Secretary of the Department of Environmental Protection, as delegated by the Governor of the State of Florida, designated certain permits under part IV of chapter 373, F.S., and other authorizations as constituting state certification of compliance with state water quality standards unless the permit or other authorization specifically states otherwise, established categories of activities for which water quality certification is waived, and delegated concurrent authority to issue, deny or waive water quality certifications to a District created under section 373.069, F.S., or to the head of a county, municipality or local government local pollution control program where such county, municipality, or local government pollution control program has received delegation of the permitting authority from the Department or a District under section 373.441, F.S. In accordance with these letters, the Parties agree to the following regarding water quality certification.

## A. Grants or Waivers of Water Quality Certification

1. Each of the following will constitute the granting of water quality certification by the Department or Districts, unless a State permit is issued pursuant to the net improvement provisions for water quality provided by section 373.414(1)(b), F.S., or unless otherwise specifically stated in the State permit or authorization.
  - (a) Noticed general environmental resource permits and wetland resource general permits under part IV of chapter 373, F.S.
  - (b) Standard, general, standard general, individual, or conceptual approval environmental resource permits, and individual wetland resource permits issued under part IV of chapter 373, F.S.
  - (c) Management and storage of surface waters permits for agricultural activities or agricultural water management systems issued under part IV of chapter 373, F.S.
  - (d) Joint coastal permits issued under section 161.055 and part IV of chapter 373, F.S.
  - (e) Individual and conceptual mitigation bank permits issued under part IV of chapter 373, F.S.
  - (f) A written final order granting “certification” under one of the following siting acts by the Governor and Cabinet as the Siting Board, the Florida Land and Water Adjudicatory Commission, or by the Department of Environmental Protection, as appropriate:
    - (1) The Florida Electric Power Plant Siting Act, sections 403.501- .519, F.S. (2011), as amended;
    - (2) The Florida Transmission Line Siting Act, sections 403.501 - .5365, F.S., together with sections 403.537-.539, F.S. (2011), as amended; or
    - (3) The Natural Gas Transmission Pipeline Siting Act, sections 403.9401-.9425, F.S. (2011), as amended.
  - (g) Consent decrees, orders, or agreements issued by the Department, a District, or a delegated local government under section 373.441, F.S. (hereinafter the term “Department or District” shall also include local governments delegated in accordance with Section 373.441, F.S.), where such consent decree, order, or agreement authorizes activities which would otherwise require a permit under part IV of chapter 373, F.S.

2. Water quality certification will be considered waived for the following:

- (a) Activities, other than agricultural activities or agricultural water management systems, exempt by rule or statute from the requirement to obtain an environmental resource permit and a wetland resource permit under part IV of chapter 373, F.S., including activities that fall below permitting thresholds;
- (b) Agricultural activities or agricultural water management systems exempt by rule or statute from the requirement to obtain an environmental resource permit and a management and storage of surface waters permit under part IV of chapter 373, F.S., including activities that fall below permitting thresholds;
- (c) Activities permitted or authorized, as described in Sections II. A. 1(a) through (g), when the permit or authorization is issued pursuant to the net improvement provisions for water quality provided by paragraph 373.414(1)(b), F.S.;
- (d) Activities permitted or authorized in Sections II. A. 1(a) through (g) when the permit or authorization expressly waives water quality certification.

**B. Denial of Water Quality Certification**

Unless otherwise stated in the denial document, the denial of the State permit or authorization, listed in Section II.A.1. of this Agreement shall constitute denial of the state water quality certification. Where a final Department or District action on an application for a permit listed in Section II.A.1. of this Agreement cannot be made within the time frames specified in Section II.C. of this Agreement and the application otherwise does not meet the criteria for issuance of a permit, the Department or District may deny water quality certification for the activity described in the permit application in order to meet the time clock requirements in Section II.C.

**C. Time Frames**

Once the Department or the District determines that an application for a permit listed under Section II.A.1. of this Agreement is complete, the Department or District shall have 365 days to act on the certification, or the certification shall be considered waived.

**D. Corps Nationwide Permits**

For nationwide permits that have received water quality certification by the Department, or where water quality certification has been waived by the Department or District, no individual water quality certification is necessary. For

those Corps nationwide permits that were conditioned upon individual review of the water quality certification by the Department or District, or that have been denied water quality certification by the Department or District, state water quality certification for an individual proposed activity shall be made in accordance with Sections II. A - C.

### **III. COASTAL ZONE CONSISTENCY CONCURRENCE (CZCC)**

In accordance with section 373.428, F.S., final agency action by the Department or District on a permit application submitted under part IV of chapter 373, F.S., that is subject to a consistency review under section 380.23, F.S., shall constitute the state's determination as to whether the activity is consistent with the federally approved Coastal Management Program. The Parties agree to the following procedures regarding coastal zone consistency determinations.

#### **A. Determination of Concurrence**

The following will constitute a finding of concurrence with the state's coastal zone management program for the activity authorized thereby:

1. Noticed general environmental resource permits and wetland resource general permits under part IV of chapter 373, F.S.;
2. Standard, general, standard general, individual, or conceptual approval environmental resource permits and individual wetland resource permits issued under part IV of chapter 373, F.S.;
3. Joint coastal permits issued under section 161.055 and part IV of chapter 373, F.S.;
4. Individual and conceptual mitigation bank permits issued under section 161.055 and part IV of chapter 373, F.S.; and
5. Management and storage of surface waters permits for agricultural activities or agricultural water management systems issued under part IV of chapter 373, F.S.

#### **B. Determination of Inconsistency**

The denial of a permit listed in Section III. A. of this Agreement shall constitute a finding that the activity is inconsistent with the state's coastal zone management program.

#### **C. Time Frames**

The time frame for a coastal zone concurrence begins upon a determination by the Department or the District that an application for a permit listed in Section III.A. of this Agreement is complete. The coastal zone consistency decision must

be made within 180 days after the application is considered complete by the Department or District and in accordance with the procedures in 15 C.F.R. 930 Subpart D. At the end of 180 days, if a determination of coastal zone consistency has not been made, concurrence will be conclusively presumed, unless the applicant and the Department or District have agreed to waive the 180-day time clock pursuant to 15 C.F.R. 930.60(b).

#### **D. Corps Nationwide Permits**

For nationwide permits that have been determined to be consistent with the state's coastal zone management program, no individual coastal zone consistency concurrence determination is necessary. For those Corps nationwide permits where consistency with the state coastal zone management program is conditioned upon individual review of the coastal zone management consistency by the state of Florida, or has been denied by Florida, the final consistency concurrence determination for a proposed activity shall be made in accordance with Sections III.A. - C.

#### **E. Exemptions**

Pursuant to section 380.23(7), F.S., applications for federally permitted or licensed activities that qualify for an exemption under section 373.406 or 403.813(1), F.S., are not eligible to be reviewed for federal consistency with part IV of chapter 373, F.S. For purposes of this Agreement, the Corps or any designated Federal, State or local agency administering general permits on behalf of the Corps under 33 C.F.R. § 325.2(b)(2) may presume CZCC by operation of Section 380.23(7), F.S., for such exempt activities, provided the activity receives the applicable authorization to use and occupy state-owned submerged lands under chapter 253, F.S., and, as applicable, chapter 258, F.S., and the rules of the Florida Administrative Code adopted thereunder. For purposes of this agreement, the Corps or any designated Federal, State or local agency administering general permits on behalf of the Corps shall not be precluded from acting on the DA permit before the applicable authorization under chapter 253, F.S., and, as applicable, chapter 258, F.S., is obtained or granted, because it is understood such authorization must be obtained prior to persons using or occupying state-owned submerged lands.

### **IV. PERMIT APPLICATION COORDINATION**

#### **A. Joint Application Forms**

The Parties have developed comprehensive, integrated joint permit application forms to initiate processing of permit applications required by each of the Parties. For activities that require a DA Permit and an environmental resource permit under part IV of chapter 373, F.S., the "Joint Application for Environmental Resource Permit/Authorization to Use State Lands/Federal Dredge and Fill Permit," the "Application for a Joint Coastal Permit," or the "Joint Application Forms and Instructions for Wetland Resource Alterations (Dredging & Filling) in

the Waters of Florida” will be used. For activities that require a DA Permit and a wetland resource permit under the provisions of Section 373.4145(6) or 373.414(11) - (16), F.S., the "Joint Application For Works in the Waters of Florida" and the "Notice of Intent to Construct Works Pursuant to a Wetland Resource General Permit" will be used.

## **B. Processing of Applications**

Except as provided below for E-permitting, for activities that do not qualify for processing as “green” under the State Programmatic General Permit, once a joint application, a request for permit modification, or a request for verification of exempt status is submitted by an applicant to the Department or District, the responsible agency (in accordance with the division of responsibilities in the Operating Agreements in effect between the Department and Districts) will, forward the following information to the Corps office with responsibility for processing the corresponding DA Permit application. All forwarded materials will include a Department or District application processing number.

### **1. Forwarding Received Applications:**

Within five working days of receipt, the Department or District, as applicable, will forward to the Corps, either by mail or electronically via a mutually agreed upon protocol:

- (a) For WRP applications, a copy of the application, all submitted maps, drawings, and any other information accompanying the application or request;
- (b) For ERP applications, including mitigation banks, that have one or more of the following items provided or identified, one copy of the Notice of Receipt of the Application (Section C of the Joint Application) with its accompanying maps, drawings and any other information accompanying the application or request:
  - (1) A completed Corps’ Data Entry Sheet;
  - (2) Any indication in the application that work is occurring, or appears to be occurring, in, on, or over wetlands and other surface waters.
  - (3) A type of DA Permit or enforcement action is requested or is identified as pending, issued or denied at the location of the activity. The Corps number starts with an “SAJ” and the four digit year (prior to 1990 the number started with a two digit year); the number also may include staff initials.
  - (4) An indication in the application that a member of the Corps has attended a pre-application meeting.

2. Forwarding of Applications and Material Received During Processing:

- (a) For WRP and ERP applications, including mitigation banks, that meet the criteria of IV.B.1., the Department or District, as applicable, will, within five working days of sending to the applicant, forward one copy of all Requests for Additional Information (RAIs) to the Corps.
- (b) For those applications not copied to the Corps in which either state or federal wetlands within the proposed activity or future phases are discovered during the evaluation, the Department or District, as applicable, will, within five working days of this discovery, forward the Corps one copy of the Notice of Receipt of the Application (Section C of the Joint Application) with its accompanying maps, drawings, and activity descriptions, together with a copy of any RAIs that have been generated.
- (c) A copy of materials subsequently submitted. Individual Corps offices will coordinate with individual Department and District offices to identify the manner in which the Corps wants such documents forwarded to it.

3. Forwarding Modifications and Materials:

Within five working days of receipt of a modification request, the Department or District, as applicable, will forward to the Corps, either by mail or electronically via a mutually agreed upon protocol, a copy of the request with all attached maps, drawings, and any other information accompanying the request.

- 4. E-Permitting — For Department or District offices that electronically post applications, RAIs, modifications, and related materials to the Internet, an .ftp site, or another site accessible to the Corps, the Department or District shall first coordinate with the Corps to ensure the electronic posting procedure is compatible with the needs of the Corps. If the Department or the District's electronic posting procedure is not compatible with the Corps's requirements, the Department or District shall continue to mail materials to the Corps.
- 5. In those cases where the Corps receives a copy of the joint application, an application to modify a permit, a notice to use a noticed general permit, a request to verify qualification for an exemption, or a request to verify that an activity does not require a permit directly from an applicant, the Corps shall retain one copy of the application and all accompanying materials and send all other copies and materials to the appropriate office of the Department or District. The Corps shall include its processing number with this information.

6. The Department or District shall not be obligated to forward documents or materials to the Corps that are confidential under chapter 119, F.S. In such cases the Corps will request the applicant, permittee, or sponsor to provide such information directly to the Corps as needed.
7. In those cases where the Corps has made a “no permit required” (NPR) determination on an application that is under review by the Department or District, the Corps will furnish a copy of the determination to the Department or District. The Corps will include the applicant’s name, location, brief project name/description, and, if known, the Department or District application file number. The Department or District will no longer be required to provide information to the Corps subsequent to receiving this notification unless the project is modified to include additional impacts to wetlands or other surface waters.

### **C. Mitigation Bank and In-lieu Fee Review**

#### **1. Interagency Review Team**

Interagency review of mitigation bank applications and establishment of in-lieu fee programs is required by 33 C.F.R. § 332.8(b) and serves to facilitate a more efficient and effective review of such applications. The Corps’s District Engineer will establish an Interagency Review Team (IRT) to review documentation for the establishment and management of mitigation banks and in-lieu fee programs. He or his designated representative serves as Chair of the IRT. In cases where a mitigation bank or in-lieu fee program involves an activity that is proposed to satisfy state statutory requirements, it may be appropriate for either the Department or District to serve as Co-Chair of the IRT. For purposes of this Agreement, the “administering agency” is defined as a member of either the Department or the applicable District. The IRT may include representatives from tribal, state, and local regulatory and resource agencies when such agencies have authorities or mandates directly affecting, or affected by, the establishment, operation, or use of the mitigation bank or in-lieu fee program. The District Engineer will give full consideration to any comments and advice received within time limits specified at 33 C.F.R. § 332.8. The Department and the Districts will give full consideration to any comments and advice received within the time limits specified in chapter 120, F.S. The District Engineer retains final authority for the approval of the instruments and other documentation required by the Corps. The Department and the Districts retain final authority for the approval of state permits or other documentation required by the state.

## 2. Team Coordination

An application to the Department or Districts for a mitigation bank shall be coordinated with the Corps in accordance with the Permit Application Coordination section IV. B. of this Agreement. When the Corps receives a mitigation bank or in-lieu-fee prospectus or draft prospectus, copies shall be provided to the Department or applicable District, along with other IRT members. In addition, the IRT shall coordinate, review, and take action on the items required by 33 C.F.R. § 332.8.

### **D. Distribution of Agency Actions**

For applications that meet the criteria of section IV.B.1, IV.B.2, or IV.B.3 above, the Department or District, as applicable, will, within five working days of sending to the applicant/permittee, forward to the Corps a copy of all final permitting actions, including copies of permits, formal or major permit modifications, permit denials, application withdrawals, exemption verification letters, and the cover letter for formal determinations.

The Corps shall forward to the Department or Districts, as appropriate, copies of notices of intent to issue standard permits, final actions on standard permits, and “no permit required” determinations within five working days of taking such actions.

## **V. MITIGATION FINANCIAL ASSURANCE**

- A. When the type and amount of the financial assurance obtained or required by the Department or District for compensatory mitigation, including mitigation banks, as part of a permit issued under part IV of chapter 373, F.S., adequately addresses the financial assurance requirements of the Corps, the Corps may determine that additional financial assurance is not necessary for that compensatory mitigation project or mitigation bank.
- B. The Corps’s concurrence with the Department’s or District’s financial assurance mechanism shall be subject to the applicant, sponsor, or permittee agreeing to the following requirements:
  - 1. The Corps shall notify the Department or District in all cases where the Corps is relying on the financial assurance mechanism accepted by the Department or District so that the Department or District can coordinate with the Corps prior to modification, amendment, partial release, termination, or revocation of the financial assurance instrument.
  - 2. The financial assurance instrument shall be in place prior to commencement of the permitted activity.
  - 3. Disbursements from these financial assurance instruments can only be made with direction and approval of the Department or District as

applicable after prior notice has been given to the Corps in accordance with 4., below.

4. The Corps permit shall require that the permittee shall provide the Corps written notice at least 120 days in advance of any termination or revocation of any financial assurance instrument by the financial institution, and notice at least 30 days in advance of modifications, amendments, and partial releases.
- C. If, at any time, the Corps determines that the type or amount of the financial assurance mechanism being proposed for a State permit under part IV of chapter 373, F.S., is not sufficient to meet the Corps' requirements for a DA Permit or a mitigation banking instrument or in-lieu fee instrument and those requirements are within the scope of such state permit, the Corps may require the applicant, sponsor, or permittee for the DA Permit to request that the Department or District modify the permit under part IV of chapter 373, F.S., as applicable, to require an additional amount or alternative type of financial assurance mechanism to meet the Corps' requirements. In such a case:
1. The financial assurance instrument shall be in place prior to commencing the permitted activity;
  2. Prior to any disbursements under the financial assurance instruments, the Department or District shall coordinate with the Corps at least 30 days prior to such disbursement being made, but the final decision on the disbursement shall be made by the Department or District;
  3. Notification of such disbursements shall be provided to the Corps within 10 days after the disbursement;
  4. The Corps permit shall require that the permittee shall provide the Corps written notice at least 120 days in advance of any termination or revocation of any financial assurance instrument by the financial institution, and notice at least 30 days in advance of modifications, amendments, and partial releases.

Notwithstanding the above, the Department or District is not obligated to accept financial assurance mechanisms that are not required to satisfy the permit requirements under part IV of chapter 373, F.S.

- D. If the Corps requires an alternative type or an additional amount of financial assurance to meet Corps mitigation requirements outside of the scope of the State permit, the Department or District is not obligated to be a party to any instrument related to that assurance.

## VI. MITIGATION SITE PROTECTION

Long-term protection of a mitigation site or preservation to prevent secondary impacts for a State permit, mitigation bank instrument, or as the result of an enforcement action under part IV of chapter 373, F.S., may be provided through the conveyance of a conservation easement or restrictive covenants in accordance with Section 704.06, F.S., or by transfer of title to the Department or District (hereinafter all referred to as “site protection instrument”).

In accordance with 33 C.F.R. § 332.7(a)(1), when such a site protection instrument meets the Corps’ requirements for mitigation site protection for the corresponding DA Permit for the same activities, the Corps may agree that the site protection instrument granted to the Department or District provides sufficient site protection, and not require an applicant, sponsor, or permittee to provide an amended, additional, or duplicative mitigation site protection instrument. When the Department or District accepts a site protection instrument in the form of a restrictive covenant or deed restriction, the Corps may determine that an applicant needs to execute a conservation easement.

- A. When the Department or District agrees to hold or amend a site protection instrument which provides rights to the Corps, the Department and District agree to accept a site protection instrument containing, or that is amended to contain, the following language, unless alternative language is needed on a case-specific basis:

“WHEREAS, the U.S. Army Corps of Engineers Permit No. \_\_\_\_\_ (Corps Permit) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit **XX** as mitigation for such activities;

“Rights of the U.S. Army Corps of Engineers (“Corps”): The Corps, as a third party beneficiary, shall have the right to enforce the terms and conditions of the site protection instrument, including:

- “1. The right to take action to preserve and protect the environmental value of the Property;
- “2. The right to prevent any activity on the Property that is inconsistent with the purpose of this instrument, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity;
- “3. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this instrument;

- “4. The right to enforce this instrument by injunction or proceed at law or in equity to enforce the provisions of this instrument and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor, or its successors and assigns, to restore such areas or features of the Property that may be damaged by unauthorized activities; and
- “5. The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend such a conservation easement.”

- B. When the Corps requires additional protection or additional mitigation lands for an activity that has a corresponding State permit, mitigation bank instrument, or enforcement instrument under part IV of chapter 373, F.S., and the Department or the District is willing to accept the additional or amended site protection instrument, the instrument shall include the following additional provision:

“The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Corps, as third party beneficiary, must approve any amendment, alteration, release or revocation of this instrument, and must approve any proposed structures, work, or activities on the Property that require approval by the Grantee.”

- C. When the Department or District does not agree or is unable to modify the permit, mitigation bank instrument, or enforcement instrument under part IV of chapter 373, F.S., or any existing site protection instrument to include the additional mitigation land needed to meet the Corps’s requirements, the Department or District may agree to accept a separate mitigation site protection instrument over the additional land. If the Department or District agrees to accept a separate mitigation site protection instrument over the additional land, the Department or District agree that the instrument shall be accepted with the following additional provision:

“The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this instrument. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Corps,

as third party beneficiary, must approve any amendment, alteration, release or revocation of this instrument, and must approve any proposed structures, work, or activities on the Property that require approval by the Grantee.”

- D. In any case where the Department or District agrees to hold or amend a site protection instrument which provides rights to the Corps, as described above, the Corps shall notify the applicable Department or District office within 10 days of any discovery of a violation of the terms and conditions of the site protection instrument, and shall coordinate with the applicable Department or District office prior to requiring restoration of areas or features of the Property that were damaged by unauthorized activities so that any restoration activities receive applicable authorization required under part IV of chapter 373, F.S.
- E. In the event a site protection instrument has already been recorded on behalf of the Department or District for the same activity that will be authorized under a corresponding DA Permit or mitigation bank or in-lieu fee instrument that does not include the “Rights of the Corps” language in VII.A., above, the Corps may require the applicant, permittee, or sponsor to request that the Department or District modify their respective permit, mitigation bank instrument or enforcement instrument with its associated site protection instrument to include that language.
- F. The Department and the District do not agree to accept a site protection instrument on behalf of the Corps when there is no corresponding permit under part IV of chapter 373, F.S., for the activity that is subject to a DA permit.
- G. In all cases, the Corps shall not request an applicant, permittee, or sponsor to record any site protection instrument granted to the Department or District without first coordinating with and obtaining a letter of concurrence from the applicable office of the Department or District; however, final approval of this request may be required from the District Governing Board. Failure to obtain such written concurrence shall result in any such recorded site protection instrument being considered an invalid conveyance of the interest to the Department or District.
- H. In any case when the Corps requires the applicant, permittee, or sponsor to obtain an additional site protection instrument, the Corps agrees to take responsibility for all negotiations with the applicant, permittee, or sponsor associated with processing and preparation of the site protection instrument required by the Corps, including review of the title work. The Corps also shall take responsibility for all steps required to have the site protection instrument recorded, including any subsequent amendments or releases of any site protection instrument previously recorded on behalf of the Department or District, and for sending an original copy of the recorded site protection instrument, and any modifications and releases thereto, to the applicable Department or District office that serves the area in which the site protection instrument is recorded. The Corps also agrees to monitor for compliance and pursue needed enforcement, including litigation, to enforce the terms and conditions of the site

protection instrument obtained over any lands that were not required to be protected under the permit, mitigation bank instrument, or enforcement instrument under part IV of chapter 373, F.S.

- I. The Parties agree to coordinate in the event compliance monitoring of the protected lands identifies the need for enforcement.

## **VII. COMPLIANCE AND ENFORCEMENT**

Upon discovery of an unauthorized or non-compliant activity in WOUS, wetlands, or other surface waters, the Party discovering the activity will notify the appropriate Party to this Agreement regarding the unauthorized or non-compliant activity. The Parties may coordinate their enforcement activities when appropriate in order to maximize limited agency resources and encourage compliance. Regardless of any coordination that may occur, each Party will maintain independent enforcement authority and discretion.

## **VIII. INTERAGENCY MEETINGS**

### **A. Permitting Meetings**

Subject to fiscal or travel restrictions, each Party agrees to host interagency permitting meetings on a rotating basis. The time and place of all the meetings will be addressed at the beginning of each calendar year. Because interagency meetings between the Parties and other agencies can serve as a good forum to aid communication, exchange information, conduct pre-application meetings, or to resolve outstanding permitting issues, each Party will endeavor to have a representative attend all interagency meetings.

### **B. Enforcement Meetings**

Subject to fiscal or travel restrictions, representatives of the Parties' enforcement staff shall endeavor to meet at least annually. If possible, the meeting should take place at Enforcement Workshops hosted by the Department or District, but local meetings in areas of operation are also appropriate and encouraged. The meeting should address issues related to implementation of section VII of this Agreement.

### **C. Cross Training**

The Parties agree to provide opportunities, when possible, for cross-training. This may take the form of: providing spaces in formally scheduled training courses; providing training sessions at each others' training events; providing personnel and opportunities for cross-training through developmental assignments; sharing interpretations of agency rules and procedures; and performing joint formal and informal training on other subjects of mutual interest.

## **IX. ELECTRONIC COORDINATION**

To the extent practicable, the Parties agree to use electronic media for the transfer of data to facilitate information exchange. The Parties agree to participate in future efforts to enhance electronic communication necessary to achieve their regulatory missions.

## **X. DELEGATED PROGRAMS**

Where the Department or Districts delegate to a local government all or a portion of the permitting or enforcement authority under part IV of chapter 373, F.S., the delegation agreement shall include a provision that the local government shall be subject to all the terms and conditions of this Agreement, although the Corps, with the concurrence of the delegating agency, may allow deviations from these terms and conditions.

## **XI. EFFECTIVE DATE**

This Agreement shall take effect upon execution by all the Parties. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the latest day and year provided below.

## **XII. TERMINATION**

Any Party who wishes to terminate this Agreement with or without cause shall provide 60 days prior written notice to the other Parties. The notice submitted by the Corps shall be signed by the District Engineer of the Jacksonville District. The notice submitted by a District shall be signed by the Chair of the Governing Board. The notice submitted by the Department shall be signed by the Secretary. By mutual agreement of all Parties, the 60 day notice period may be reduced. Within 30 days of a notice of intent to terminate this Agreement, all Parties shall make good faith efforts to preserve the Agreement by attempting to resolve any basis for the termination. This Agreement also may be terminated by future agreements between the Parties that ~~which~~ expressly supersede this Agreement.

---

Herschel T. Vinyard Jr.  
Secretary  
Florida Department of  
Environmental Protection

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

Alfred A. Pantano, Jr.  
Col., U.S. Army, District Engineer  
Jacksonville District  
U.S. Army Corps of Engineers

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

Donald J. Quincey, Jr.  
Chair, Governing Board  
Suwannee River Water  
Management District

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

Lad Daniels  
Chair, Governing Board  
St. Johns River Water  
Management District

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

H. Paul Senft, Jr.  
Chair, Governing Board  
Southwest Florida Water  
Management District

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

Joe Collins  
Chair, Governing Board  
South Florida Water  
Management District

---

Date

THIS PAGE LEFT BLANK INTENTIONALLY

---

George Roberts  
Chair, Governing Board  
Northwest Florida Water  
Management District

---

Date

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: July 25, 2012

RE: Modification of Agreement with Gainesville Renewable Energy Center  
Memorandum of Understanding (SRWMD Contract # 09/10-121), Water Use  
Permit Number 2-09-00040, Alachua County

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to approve modification of the agreement with the City of Alachua, Gainesville Regional Utilities and Gainesville Renewable Energy Center (GREC) to extend the timeframe in which reclaimed water will be delivered by the City of Alachua to the GREC facility.**

BACKGROUND

The above referenced Parties entered into an agreement effective August 17, 2010, in which all Parties were committed to offset groundwater use with reclaimed water immediately upon commencement of operations of the GREC facility. The agreement established January 1, 2013, as the date the reclaimed water would available unless otherwise agreed in writing by all parties.

Construction of the GREC facility will not be completed by January 1, 2013. The City of Alachua is coordinating a request to extend this time until June 1, 2013. Upon preparation of the required written document by the City of Alachua, staff recommends that the extension be granted.

TS/rl

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") shall be deemed effective this 17<sup>th</sup> day of August, 2010, by and between the Suwannee River Water Management District ("SRWMD"), the City of Gainesville, Florida d/b/a Gainesville Regional Utilities ("GRU"), the City of Alachua ("City"), and Gainesville Renewable Energy Center, LLC ("GREC LLC"). This MOU implements the terms and conditions that SRWMD, GRU, City and GREC LLC (collectively "Parties") will use to promote the use of Reclaimed Water at the proposed Gainesville Renewable Energy Center ("Energy Center") and thereby reduce the use of groundwater.

The purpose of this MOU is to, among other things, implement Condition 9 of the May 20, 2010 SRWMD staff report of the GREC LLC site certification. This staff report is attached hereto as Exhibit 'A'.

1. The City's wastewater treatment plant ("WWTP") produces treated effluent ("Reclaimed Water") that may be used for cooling and potentially other purposes in an electrical power plant. The City wishes to provide its Reclaimed Water to the proposed Energy Center that GREC LLC plans to build. The Energy Center will be located on an approximately 131-acre site, which GRU will lease to GREC LLC at GRU's Deerhaven Generating Station. GREC LLC plans to use Reclaimed Water at the Energy Center, and SRWMD and GRU support GREC LLC's use of Reclaimed Water, because it will reduce the use of groundwater by the Energy Center. The Parties are entering into this MOU because the Parties wish to ensure that the City of Alachua will deliver Reclaimed Water from the City's WWTP to the Energy Center by January 1, 2013.

2. The City agrees that it will use its best efforts to identify and obtain state, federal and other grants to pay the capital costs associated with the construction of the proposed pipeline from the City's Reclaimed Water system to the "point of connection" to the Energy Center. Capital costs include not only the actual construction cost for the proposed pipeline, but also include the engineering, designing, and survey activities necessary to construct the pipeline. GRU and GREC LLC agree to use their best efforts to assist the City in identifying and obtaining these grants. This may include serving as an applicant or co-applicant on a grant application.

3. If the City is unable to obtain sufficient grants to pay for the capital costs to construct the proposed pipeline, GREC LLC and/or GRU shall pay any and all of the capital costs that are not covered by such grants; provided, however, GREC LLC and/or GRU's obligation to pay is subject to the terms and conditions contained in this MOU. Under no circumstances will the City be responsible to pay any of the capital costs associated with the construction of the pipeline that are not covered by grants.

4. If GREC LLC and/or GRU need to provide part or all of the capital costs for the proposed pipeline, the City shall estimate the total amount of such capital costs and the City shall prepare a preliminary schedule for the payment of these costs. GREC LLC and GRU shall jointly review the City's capital cost estimates and determine how the capital costs will be allocated between them. The City and GREC LLC and/or GRU shall jointly review and agree upon the proposed amounts and schedule for the payments, prior to the commencement of construction of the proposed pipeline.

5. GREC LLC and/or GRU shall deliver to the City a written notice to proceed when GREC LLC is ready to have the City move forward with the design, permitting, and construction of the proposed pipeline. It is anticipated that the Parties will seek grant funds during the first half of 2011 and thus the notice to proceed may not be issued until July 1, 2011. The notice to proceed may be delayed until December 1, 2011 if it appears reasonably likely that the additional time will enable the City to obtain additional grants. A copy of the notice to proceed shall be provided to SRWMD.

6. The City's pipeline and the associated pumps, tanks, and other facilities shall be installed, fully operational, and ready to provide Reclaimed Water to the Energy Center no later than January 1, 2013, unless otherwise agreed in writing by all Parties.

7. During the initial start-up, commissioning, and testing of the Energy Center, GREC LLC shall give reasonable advance notice to the City concerning the estimated amount of Reclaimed Water that will be needed by the Energy Center and the anticipated schedule for needing the Reclaimed Water at the Energy Center. The City shall use its best efforts to provide Reclaimed Water to the Energy Center in compliance with GREC LLC's requests.

8. After the Energy Center commences commercial operations, the City shall use its best efforts to provide Reclaimed Water to the Energy Center and GREC LLC shall use its best efforts to accept the Reclaimed Water. The Parties' goal is to minimize the use of ground water at the Energy Center by maximizing the use of Reclaimed Water. However, the Parties recognize and agree that the

City has the right to provide its Reclaimed Water to the City's other customers and, therefore, the City has the right to determine when and how much of the City's Reclaimed Water will be available to the Energy Center. Similarly, the Parties recognize and agree that there will be periods of time when GREC LLC cannot accept or has limited ability to accept Reclaimed Water (e.g., the Energy Center is temporarily shut down or operating at less than full capacity). Prior to the use of ground water, GREC LLC shall use the maximum amount of Reclaimed Water feasible. If a reduction in water use is necessary, GREC LLC shall reduce its groundwater use to the fullest extent necessary and feasible prior to reduction of Reclaimed Water. The amount of Reclaimed Water used by the Energy Center will be provided to SRWMD in conjunction with the operating reports of daily groundwater pumpage on a quarterly basis.

9. GREC LLC shall pay to the City a reasonable usage charge per thousand gallons (kgal) for the Reclaimed Water that is provided to the Energy Center. The kgal usage charge shall be based on the following factors:

- (a) The actual or mutually agreed upon estimate of the cost incurred by the City to operate and maintain facilities required to provide the Reclaimed Water to the Energy Center;
- (b) The actual or mutually agreed upon estimate of the cost incurred by the City to maintain, repair, renew, and replace, as necessary, the facilities used to provide the City's Reclaimed Water to the Energy Center; and
- (c) The City's usual and customary overhead expense percentage, which shall include the transfer of funds from the City's Wastewater Collection and Treatment Division, Public Services Department to the City's General Fund, and which shall be applied as a percentage to the sum of items (a) and (b) above.

The kgal usage charge paid by GREC LLC shall not include any capital costs for the pipeline and other facilities used to provide Reclaimed Water to the Energy Center. The kgal usage charge paid by GREC LLC shall not exceed the lowest kgal usage charge for Reclaimed Water paid by any other entity receiving the City's Reclaimed Water.

10. The City's proposed pipeline shall extend from the City's Reclaimed Water system to the "point of connection". The point of connection will be designated by GREC LLC in consultation with the City and GRU. The City shall, in consultation with the Parties, determine the route for the proposed pipeline.

The City shall select the route that is the lowest cost alternative, when evaluated in light of the anticipated capital, operating, maintenance, permitting, and other costs associated with the construction and operation of the City's proposed pipeline.

11. The City shall design, permit, construct, own, operate, and maintain the pipeline from the City's Reclaimed Water system to the point of connection to the Energy Center. The City shall be solely responsible for providing the materials, personnel, and supervision necessary to satisfy its obligations under this MOU.

12. GREC LLC shall design, permit, construct, own, operate, and maintain the pipeline and all associated facilities that are needed to transport the Reclaimed Water from the point of connection at the boundary of the Energy Center's site to the proposed electrical power plant. GREC LLC shall be solely responsible for providing the materials, personnel, and supervision necessary to satisfy its obligations under this MOU.

13. The Parties recognize that the City's WWTP does not currently have the capacity to provide all of the Reclaimed Water that will be required for the operation of the Energy Center. The City's WWTP is expected to provide approximately 0.4 to 0.6 million gallons per day (mgd) of Reclaimed Water and the Energy Center will need approximately 1.4 mgd on an annual average basis; however, the Parties acknowledge that population growth will influence the volume of available Reclaimed Water, which may therefore lead to an increase of available Reclaimed Water. Also, the Parties acknowledge that GRU is evaluating the feasibility of, and may, in the exercise of its sole discretion, build a new water reclamation facility and/or pipeline from an existing reclamation facility that would be capable of providing additional Reclaimed Water to the Energy Center in the future. GRU will provide written notification to the City when it elects to proceed with said project. In the event such additional Reclaimed Water from GRU becomes available to the Energy Center, the Parties agree to reopen and reevaluate the terms of this MOU so that GRU and the City can maximize the beneficial reuse of their Reclaimed Water.

14. This MOU shall remain in effect for the life of the Energy Center. This MOU also may be amended or renewed and extended with the written consent of the Parties.

15. Notwithstanding anything else contained herein, GREC LLC and/or GRU shall not be obligated to pay the City for the proposed pipeline unless GREC LLC commences construction of the Energy Center. Notwithstanding anything else contained herein, the City shall not be obligated to construct the

proposed pipeline unless GREC LLC and/or GRU gives written notice authorizing the City to proceed. In accordance with paragraphs 3 and 4 above, the City is not responsible to pay, or advance, any capital costs for the construction of the proposed pipeline and the City and GREC LLC and/or GRU shall jointly review and agree upon the proposed amounts and schedule for the payments. Thereafter, the City shall not be obligated to continue with the construction of the proposed pipeline unless GREC LLC and/or GRU make timely payments to the City, in advance of anticipated cash flow needs, in compliance with the payment schedule established pursuant to paragraph 4, above.

16. Subject to the other provisions contained herein, the City shall determine the amount of the capital costs and usage charge that GREC LLC and/or GRU shall pay for the construction of the proposed pipeline and the purchase of the City's Reclaimed Water. GREC LLC and/or GRU shall have the right to review the calculations and records used by the City to determine the amount of any payment or usage charge requested by the City. If GREC LLC and/or GRU dispute any portion of any payment or usage charge requested by the City, GREC LLC and/or GRU shall pay the undisputed amount and immediately discuss its concerns with the City. If GREC LLC and/or GRU and the City are unable to agree, they may jointly select a qualified independent engineer licensed to practice in the State of Florida ("the Independent Engineer") to evaluate their respective claims and determine whether the proposed payment or usage charge is consistent with the provisions of this MOU. If the Independent Engineer concludes that the proposed payment or usage charge is appropriate, GREC LLC and/or GRU shall promptly pay the disputed amount, plus interest from the date when such payment was due initially. The cost of the Independent Engineer's services shall be shared and paid equally by GREC LLC and GRU.

17. Except as otherwise provided below, this MOU shall not be assigned by any party without the prior written consent of the other parties, which consent shall not be unreasonably withheld. GREC LLC may assign or collaterally assign some or all of its rights and obligations under this MOU in connection with a financing of the Energy Center. The City and SRWMD agree to provide such legal opinions and consents as may be reasonably necessary and reasonably requested by GREC LLC in connection with such financing.

18. The execution of this MOU shall be subject to the approval of the governing boards of SRWMD, City, and GRU. The effective date of this MOU shall be the date first written above, which shall be the date when the MOU has been executed by all of the Parties.

19. This MOU shall not conflict with or diminish the applicability of any of the conditions of the May 20, 2010, SRWMD staff report for the GREC LLC site

certification, which is attached to this MOU. This MOU does not limit the rights of SRWMD to change or modify the conditions of the site certification.

20. Notwithstanding anything herein to the contrary, this MOU shall be interpreted as a firm commitment, by the Parties, to use their best efforts at all times to conserve groundwater by using all means reasonably available to them, to use Reclaimed Water for operating GREC LLC's cooling tower.

(The remainder of this page intentionally left blank.)

For Gainesville Regional Utilities:

  
By: Robert E. Hunzinger  
General Manager

Dated: 7/9/2010

Approved as to Form and Legality

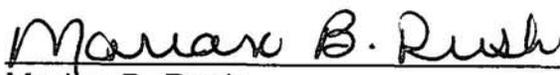
  
Raymond O. Manasco Jr.  
Utilities Attorney

For the City of Alachua:

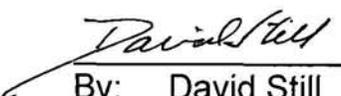
  
By: Traci L. Cain  
City Manager of City of Alachua

Dated: 8-9-10

Approved as to Form and Legality

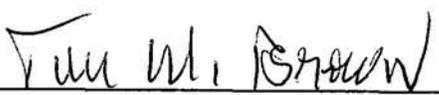
  
Marian B. Rush  
City Attorney of City of Alachua

For the Suwannee River  
Water Management District:

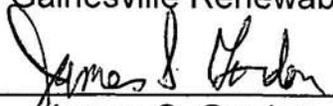
  
By: David Still  
Executive Director

Dated: 7-1-2010

Approved as to Form and Legality:

  
Tom W. Brown  
SRWMD General Counsel

For Gainesville Renewable Energy Center, LLC:

  
By: James S. Gordon  
Chief Executive Officer

Dated: 7/8/2010

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: August 3, 2012

RE: Proposed Settlement Agreement Regarding Temporary Water Use Permit Application Number 2-11-00063, Richard Douglas Farm, Gilchrist County, Appeal Pending before the Florida Land and Water Adjudicatory Commission (FLAWAC).

### RECOMMENDATION

**Staff recommends the Governing Board approve the proposed settlement agreement regarding temporary Water Use Permit number 2-11-00063, Richard Douglas Farm, Gilchrist County as it appears before FLAWAC.**

### BACKGROUND

This settlement agreement concerns the temporary water use permits that have been issued for Richard Douglas Farm. Currently, several legal actions are pending – a request for an administrative hearing through the Division of Administrative Hearings (DOAH) and an appeal before FLAWAC.

This settlement agreement only pertains to the FLAWAC appeal. All parties agree that the issues in the FLAWAC appeal can be handled during the DOAH hearing.

A copy of the proposed Settlement Agreement follows this memorandum.

KW/rl  
Attachment

## SETTLEMENT AGREEMENT

This is an agreement by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district (the “DISTRICT”), BARBARA WRAY SUGGS, individually (“SUGGS”), BARBARA WRAY SUGGS, as Trustee of THE BARBARA WRAY SUGGS LIVING TRUST DATED THE 14<sup>TH</sup> DAY OF OCTOBER, 1999 (the “TRUSTEE”), GINNIE SPRINGS OUTDOORS, LLC, a Florida limited liability company (“GINNIE SPRINGS”), JOSHUA D. MOORE, individually (“MOORE”), and, Kenneth Lynn White, as Attorney-in-Fact for RICHARD DOUGLAS (“DOUGLAS”), all of whom agree as follows:

WHEREAS the parties are currently involved in a certain appeal styled *Suggs, et al v. Suwannee River Water Management District, et al*, Case No. WMD-12-002 which is presently pending before the State of Florida Land and Water Adjudicatory Commission (the “FLAWAC APPEAL”); and,

WHEREAS, in the FLAWAC Appeal, SUGGS, the TRUSTEE, and GINNIE SPRINGS are challenging the DISTRICT’s Order Dismissing With Prejudice Petition for Administrative Hearing Challenging Temporary Water Use Permit Issued on April 11, 2012, which dismissed their Petition for Administrative Hearing challenging a temporary water use permit issued to MOORE and DOUGLAS on April 11, 2012 (the “TEMPORARY PERMIT PETITION”); and,

WHEREAS, there is presently also pending before the State of Florida, Division of Administrative Hearings (“DOAH”) the case of *Ginnie Springs v. Moore, et. al.*, DOAH Case No. 12-1632 (the “NON-TEMPORARY PERMIT CASE”) in which GINNIE SPRINGS challenges the DISTRICT’s issuance of a non-temporary water use permit issued to MOORE and DOUGLAS; and,

WHEREAS, the parties each believe that they have good and meritorious positions in the

FLAWAC APPEAL but recognize that the issues of law and fact raised in the TEMPORARY PERMIT PETITION are similar to the issues of law and fact raised in the NON-TEMPORARY PERMIT CASE and that the two cases may be more efficiently determined at one time before DOAH; and,

WHEREAS, all parties have entered into this Agreement to settle all issues and matters related to the FLAWAC APPEAL.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the DISTRICT, SUGGS, the TRUSTEE, GINNIE SPRINGS, MOORE and DOUGLAS all agree as follows:

1. The above recitals are incorporated herein as an integral part hereof.
2. The FLAWAC APPEAL shall be dismissed and jurisdiction over the matters set out in the FLAWAC APPEAL shall be relinquished to the DISTRICT;
3. After relinquishment of jurisdiction, the DISTRICT shall withdraw its May 8, 2012 ORDER DISMISSING WITH PREJUDICE PETITION FOR ADMINISTRATIVE HEARING CHALLENGING TEMPORARY WATER USE PERMIT ISSUED ON APRIL 11, 2012, and refer the TEMPORARY PERMIT PETITION to DOAH for a formal administrative hearing;
4. The parties shall request, and so stipulate, that DOAH consolidate the DOAH case that will result from the referral of the TEMPORARY PERMIT PETITION with the NON-TEMPORARY PERMIT CASE and hold the formal administrative hearing on both cases simultaneously. Any party may file a copy of this Agreement with DOAH to show the requests and stipulations herein.
5. Nothing in this Agreement shall be construed to give standing to SUGGS, the TRUSTEE,

or any other party to appear or participate in the NON-TEMPORARY PERMIT CASE as a party or otherwise challenge the issuance of the permit which is the subject of the NON-TEMPORARY PERMIT CASE. Further, no party waives any objection it may have to the standing of any other party. Also, nothing in this Agreement shall be construed to require the DISTRICT to issue any permit to MOORE or DOUGLAS, or to renew any permit issued to MOORE or DOUGLAS.

6. The temporary permit which is the subject of the TEMPORARY PERMIT PETITION, and all renewals and extensions thereof, shall remain in full force and effect and shall be operative during the pendency of the DOAH case or cases that result from the referral of the TEMPORARY PERMIT PETITION.
7. In the FLAWAC APPEAL, each party shall be responsible for its own attorneys fees and costs.
8. This Agreement may be executed in counterparts.
9. Upon execution of this Agreement by all of the parties, the DISTRICT shall file a motion to dispose of the FLAWAC APPEAL with FLAWAC as set out in this Agreement. Such motion shall have a copy of this Agreement attached. The parties agree that FLAWAC may dispose of the FLAWAC APPEAL as set forth in this Agreement, without a hearing or notice to any party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Barbara Wray Suggs  
Barbara Wray Suggs, individually

DATED: June 21, 2012

Barbara Wray Suggs  
Barbara Wray Suggs, (as Trustee of the  
Barbara Wray Suggs Living Trust dated the  
14<sup>th</sup> day of October, 1999

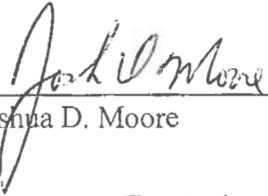
DATED: June 21, 2012

**Ginnie Springs Outdoors, LLC**

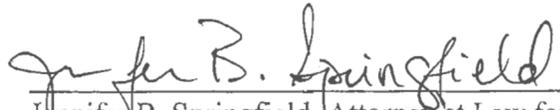
By: Mark D. Gray  
Its

DATED: June 22, 2012

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

  
\_\_\_\_\_  
Joshua D. Moore

DATED: 7-25-12

  
\_\_\_\_\_  
Jennifer B. Springfield, Attorney at Law for  
Kenneth Lynn White, as Attorney in Fact  
for Richard Douglas

DATED: July 25, 2012

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

Approved as to Form and Legality  
SRWMD Governing Board Counsel

By: \_\_\_\_\_  
Printed Name: Don Quincey, Jr.  
Title: SRWMD Governing Board, Chair

By: \_\_\_\_\_  
Printed Name: George T. Reeves  
Title: SRWMD Governing Board Counsel

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

## MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE: July 25, 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 for permit applications, allocation methodology, demand projections, conservation requirements, permitting criteria, and wetland harm criteria.
- Staff met with SJRWMD staff to review MFL methodologies for both districts on July 17 at the SJRWMD headquarters in Palatka.
- Staff attended a meeting between the SJRWMD and the North Florida Utility Coordinating Group to review MFL influence coefficients on July 24 at the SJRWMD headquarters in Palatka.
- Staff attended the North Florida Southeast Georgia Groundwater Flow Model technical team meeting on July 25 at the SJRWMD headquarters in Palatka.
- Staff met with SJRWMD staff to review groundwater modeling results for the JEA permit modification on July 23 via teleconference.
- Staff will meet with SJRWMD and JEA staff to review the proposed JEA permit modification on July 31 at the SJRWMD headquarters in Palatka.
- Staff continues to meet regularly with SJRWMD via conference calls to coordinate activities in the water supply planning and permitting processes.

### **Aquifer Recharge Concepts:**

- Staff will hold the kick-off meeting for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study with Atkins on August 9 at their office in Tampa. SJRWMD staff will also be in attendance.

### **Interstate coordination:**

- The next Florida/Georgia coordination meeting is scheduled for September 12, 2012, from 9:00 am to 2:00 pm, at the Wiregrass Technical College located in Valdosta, Georgia.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the August 14, 2012, Governing Board meeting if you would like further information.

CH/dd

## MEMORANDUM

TO: Governing Board  
FROM: Megan Wetherington, Senior Professional Engineer  
DATE: July 25, 2012  
RE: Water Resource Monitoring Program Activity Report

Staff 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.

Staff updated webpages, the automated river level phone line, and responded to hundreds of phone calls about flooding and river conditions.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the August 14, 2012, Governing Board meeting if you would like further information.

MW/dd

## MEMORANDUM

TO: Governing Board

FROM: John Good, Chief Professional Engineer

DATE: July 25, 2012

RE: Minimum Flows and Levels (MFLs) Activity Report

### Highlights

- Staff has begun MFL coordination with the SJRWMD in accordance with the interagency agreement. A meeting is also being scheduled with the North Florida Utility Coordination Group (NFUCG) to coordinate MFL interactions.
- During the last few weeks the MFL team (which includes our contractors) has been meeting to compute tentative results for the Lower Santa Fe and Ichetucknee MFLs.
- Surveying on the Upper Suwannee River was completed. The recent flood caused a postponement of the diver recon of White Spring.
- The Lake Butler work order was issued.
- On-going work efforts include weekly conference calls with contractors and weekly internal project team and management meetings.

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

- Detailed analysis of relationships between model output biological indices continues.
- Data from Ichetucknee Park for park use and impacts to Submerged Aquatic Vegetation (SAV) has been collated into database and is under review by Janicki.
- A one-day working meeting was held in Live Oak with Lower Santa Fe/Ichetucknee contractors to collaborate on MFL development.
- Staff requested changes to the draft adjusted historical flows document by Intera.
- Work Order Budget Status:

Fiscal Year				
Status	Contractor / Vendor	2011	2012	Grand Total
<b>Completed</b>	BCI	\$1,154	\$25,574	\$26,728
	Delta Surveying	\$44,749		\$44,749
	Janicki	\$7,000		\$7,000
	USGS	\$5,000		\$5,000
<b>In-progress</b>	Intera	\$37,710	\$213,738	\$251,448
	Janicki	\$26,040	\$213,111	\$239,151
		<b>\$121,653</b>	<b>\$452,423</b>	<b>\$574,076</b>

### Upper Suwannee River & Springs

- The team is planning an additional in-channel habitat data collection trip under high flow conditions.
- Development of model geometry has begun with delivery of the final surveying.
- Contractors are assessing existing collected data and analysis methods.
- Work Order Budget Status:

Fiscal Year				
Status	Contractor / Vendor	2011	2012	Grand Total
<b>Completed</b>	EAS	\$13,170	\$32,620	\$45,790
	J Sherman Frier	\$28,616	\$6,384	\$35,000
<b>In-progress</b>	AMEC Surveying		\$96,360	\$96,360
	EAS		\$135,640	\$135,640
	HSW		\$500,548	\$500,548
	USGS		\$7,800	\$7,800
		<b>\$41,786.00</b>	<b>\$779,352.00</b>	<b>\$821,138.00</b>

### Lake Butler

- The Lake Butler work order was issued.
- The effort involved to reach this point (and coordinate the on-going river MFLs) will result in a lengthened schedule for this MFL.
- Work Order Budget Status:

Fiscal Year			
Status	Contractor / Vendor	2012	Grand Total
<b>Completed</b>	Stantec	\$5,500	\$5,500
<b>In-progress</b>	Stantec	\$80,438	\$80,438
		<b>\$85,938</b>	<b>\$85,938</b>

### Middle Suwannee River & Springs

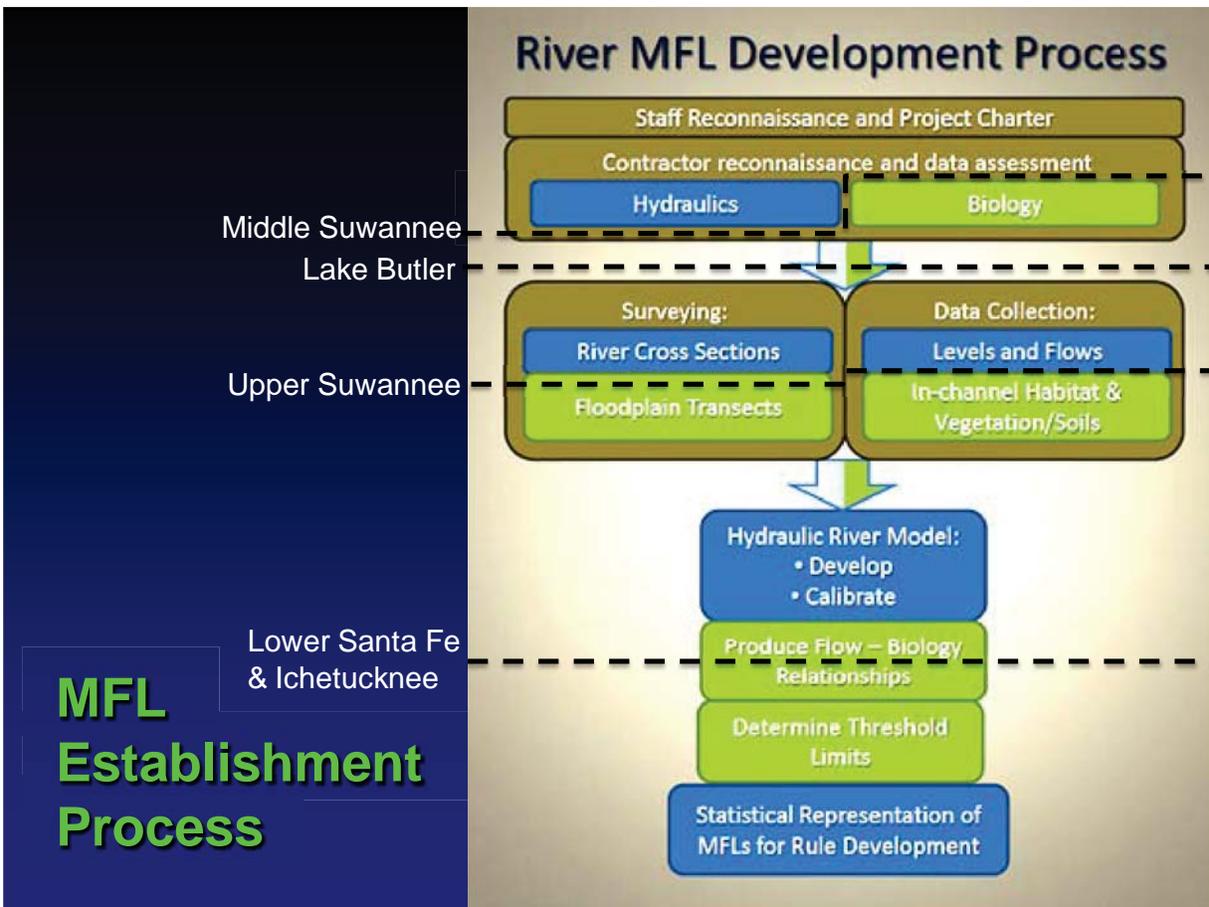
- Submittals for the issued Request for Qualifications (RFQ) for surveying services to acquire the needed cross-section information have been received and are under review.
- Work Order Budget Status:

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

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the August 14, 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: July 25, 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 June.

<b>June 2012</b>	<b>Received</b>				
Environmental Resource Permits	Noticed General	General	Individual	Exemption Requests	Extension Requests
	8	3	2	4	0
	<b>Issued</b>				
	Noticed General	General	Individual	Exemptions Granted	Extensions Granted
	4	9	0	5	0

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

<b>File Number</b>	<b>Project Name</b>	<b>County</b>	<b>Issue Date</b>
ERP10-0115	Cannon Creek/Cannon Creek Airpark Drainage	Columbia	7/11/12

**Inspections and as-built certification**

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

	<b>Issued</b>	<b>Under Construction</b>	<b>Operation &amp; Maintenance*</b>	<b>Construction Inspections</b>	<b>As-built Inspections</b>
Permit Type				<b>June 2012</b>	<b>June 2012</b>
Exempt	52	27	25	0	1
Noticed General	516	369	147	3	1
General	301	189	112	4	0
Works of the District	118	61	57	2	0
Individual	48	33	15	2	0
Conceptual	4	3	1	0	0
TOTAL	1039	682	357	11	2
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 June.

<b>June 2012</b>	<b>Received</b>		<b>Issued</b>
Water Use Permits	7		22
Water Well Permits	93		93
<b>Water well permits issued and received according to well use:</b>			
Abandoned/destroyed	1	Livestock	0
Agricultural Irrigation	0	Monitor	14
Aquaculture	0	Nursery	0
Climate Control	0	Other	3
Fire Protection	1	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	68
Landscape Irrigation	4	Drainage or injection	0
Commercial or Industrial	1	Test	0

The following is a list of reported emergency wells that have been permitted from December 1, 2011 through June 13, 2012. Of the 37 wells, 33 are for residential uses, three are for irrigation and one is a public supply. Dry wells accounted for 27 of the emergency permits.

<b>Permit #</b>	<b>Issued</b>	<b>TRS</b>	<b>Casing Diameter</b>	<b>Well Use</b>	<b>Emergency Type</b>	<b>County</b>
101271	12/12/11	-040701	2	Residential	Dry Well	Taylor
101272	12/12/11	-040701	2	Residential	Dry Well	Taylor
101308	1/3/12	-062224	2	Residential	Dry Well	Bradford
101300	1/3/12	-081921	4	Residential	Dry Well	Alachua
101359	1/26/12	-040832	4	Residential	Dry Well	Taylor
101361	1/26/12	-091321	2	Residential	Dry Well	Dixie
101370	1/30/12	-101213	4	Residential	Other	Dixie
101382	2/7/12	-091327	2	Residential	Dry Well	Dixie
101394	2/9/12	-062216	4	Residential	Dry Well	Bradford
101421	2/23/12	-091820	4	Residential	Other	Alachua
101457	2/28/12	-051727	4	Residential	Dry Well	Columbia
101544	3/17/12	-081905	4	Residential	Dry Well	Alachua
101521	3/21/12	-131404	4	Residential	Other	Levy
101534	3/26/12	-052231	4	Residential	Dry Well	Bradford
101535	3/26/12	+010402	4	Residential	Dry Well	Jefferson
101540	3/27/12	-050822	2	Residential	Other	Taylor
101563	4/2/12	-051001	10	Irrigation	Other	Lafayette
101553	4/5/12	-091336	2	Residential	Dry Well	Dixie
101583	4/6/12	-062103	4	Residential	Dry Well	Bradford
101584	4/9/12	-051205	10	Irrigation	Other	Lafayette
101597	4/13/12	-010501	4	Residential	Other	Jefferson
101613	4/18/12	-101636	4	Residential	Dry Well	Gilchrist
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

Permit #	Issued	TRS	Casing Diameter	Well Use	Emergency Type	County
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
101763	6/13/2012	-081921	4	Residential	Dry Well	Gilchrist

### **Water Shortage Order**

District staff has logged 17 water shortage complaints and approved three variances since the order began on June 13, 2012.

### **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 Outreach**

- Staff is working to implement the E-permitting process in cooperation with St. Johns River Water Management District. The Water Well construction portion has been implemented. It is anticipated that the ERP and Water Use portions will follow upon completion of the on-going state-wide CUPCon and SWERP rulemaking. 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 has spent numerous hours working with local governments and residents in the aftermath of Tropical Storm Debby.

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.	8/14/12
Notice of Proposed Rule	
Send to OFARR	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-400.091**

## ERP Handbook

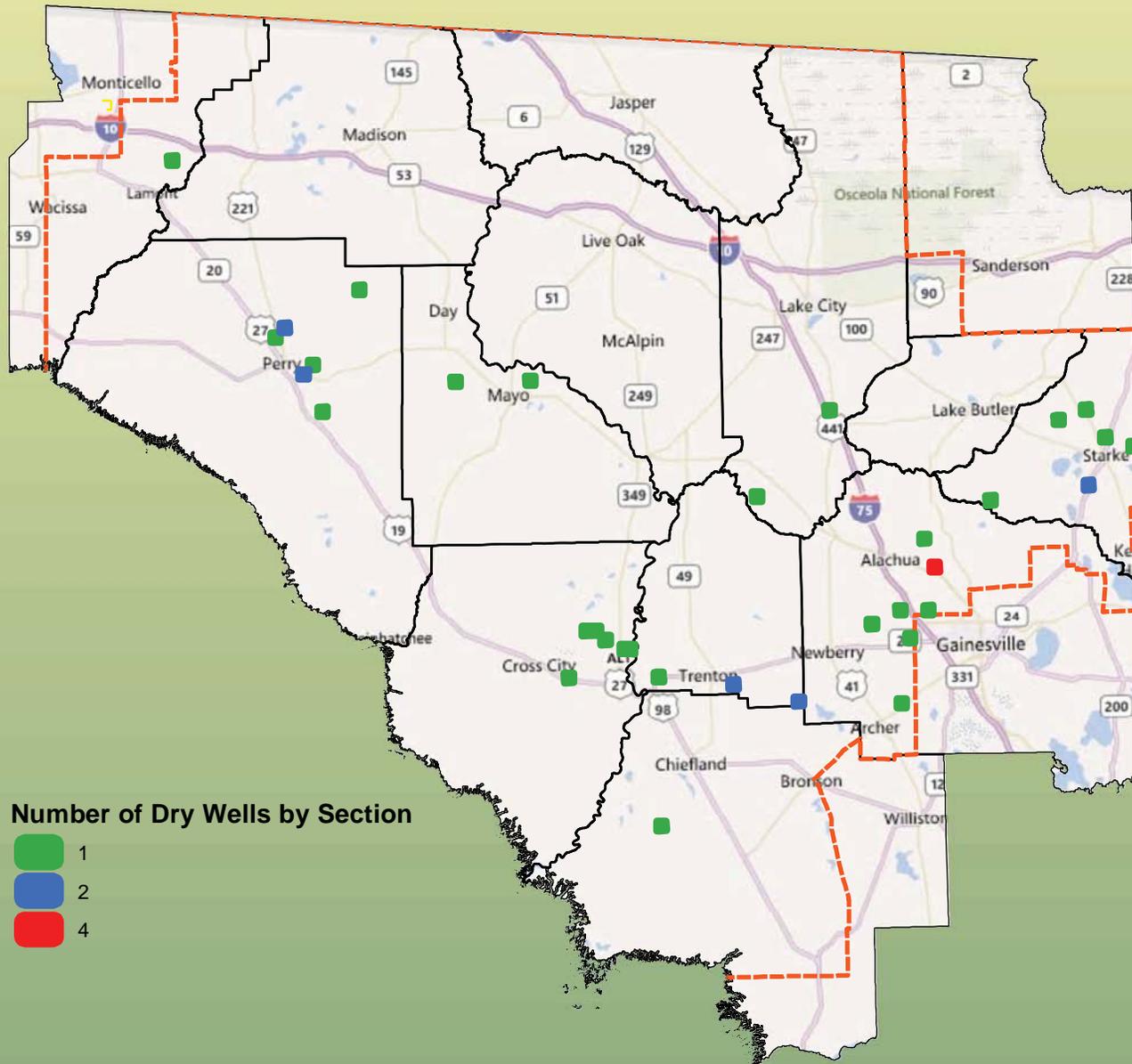
GB Rule Dev. Auth.	12/9/08
Notice of Rule Dev.	2/4/11
GB Proposed Rule Auth.	1/11/11
Send to OFARR	3/15/11
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**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)	

# Location of Dry Wells



August 2012

## MEMORANDUM

TO: Governing Board

FROM: Hugh Thomas, Suwannee River Partnership Coordinator

DATE: July 25, 2012

RE: Suwannee River Partnership Program Activity Report

Staff met with funding partners involved with the Suwannee Farms Nutrient Budget project and developed a scope of work for year three deliverables.

Suwannee River Partnership (SRP) staff conducted tours of a dairy, poultry, and row crop farm participating in the Best Management Program (BMP) for legislative budget appropriation staff.

Staff continues to conduct outreach and education related to the Water Shortage Declaration.

SRP staff completed the Irrigation Retrofit Program as funded by Florida Department of Agriculture and Consumer Services (FDACS). A total of 45 center pivots were retrofitted with an estimated water savings of over one million gallons of water per crop year. 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 USDA-NRCS to provide "Conservation Technical Assistance" to update the poultry farm conservation plans in the Middle Suwannee area.

Staff met with Farm Bureau staff during TS Debby to reschedule the 2012 CARES event. Speakers and recipients as well as guests were contacted about the rescheduled event and staff has finalized plans for the dinner on July 24.

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 including completion of water conservation worksheets.

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

HT/dd

MEMORANDUM

TO: Governing Board  
 FROM: Bob Heeke, Senior Land Resources Manager  
 DATE: July 26, 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	Estimated Pine Tons	Harvest Completion
11/12-051	TRSF Black Tract #3	6,924	0%
11/12-052	Goose Pasture #1	6,837	0%
11/12-053	Jerry Branch #1	2,726	100%
11/12-054	Steinhatchee Springs #9	14,100	0%
11/12-094	Steinhatchee Springs #10	4,828	25%
11/12-095	TRSF Black Tract #4	5,746	25%

The 69-acre Jerry Branch #1 timber sale was completed June 15, 2012. This harvest was a combination 5<sup>th</sup> row thinning and select mark of planted slash pine and selective harvest of natural loblolly pine conducted by Greenville Timber Corp. Income from this timber sale was \$36,887.21 which is 91.7% of the \$40,223.76 estimated. The table below details timber harvested and revenue received.

Product	HARVEST (TONS)		Product Prices \$/Ton	INCOME (\$)	
	Originally Cruised	Actually Harvested		Originally Cruised	Actually Harvested
Pine					
Pulpwood	2,246.0	2,282.00	\$14.42	\$32,387.32	\$32,906.17
Pine Chip n					
Saw	479.0	243.00	\$16.36	\$7,836.44	\$3,981.04
Total	2,725.0	2,525.00		\$40,223.76	\$36,887.21
% Estimate		92.7%			91.7%

Prescribed Fire

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include Wildlands Fire Service (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.

*Summary Table FY 2012*

	2012 Target Acres	Acres Complete
SRWMD	14,000	4,918
FFS TRSF	2,000	1,264
TOTAL	16,000	6,182

Rainfall received from tropical storm Debby continues to relieve dry conditions throughout the District and has also increased burning opportunities. Burn managers are taking advantage of improved conditions and are burning many flatwoods areas, where good soil moisture is essential to prevent duff ignition and potential tree mortality. 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.

*2012 Activity Table (6/9 - 7/13)*

TRACT	COUNTY	FFS				Total Acres	Wildfire Acres
		WFS	B&BD	COOP	TRSF		
Mount Gilead	Taylor	325				325	
Grady	Lafayette	73				73	
Steinhatchee Springs	Lafayette	456				456	
Westwood East	Hamilton				255	255	
<i>Sub-total for Period</i>		854	0	0	255	1,109	0
<i>Previous Acres Burned</i>		4,064	0	0	1,009	5,073	450
Total Acres		4,918	0	0	1,264	6,182	450

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](http://www.floridaforestservice.com/fire_weather/forecast/seasonal_forecast.html)

Non-native, Invasive Weed Monitoring and Control

Of the 30 invasive weed infestations staff monitored, living weeds were observed and treated at 22 sites (Table 1). The majority of the infestations were mimosa and Japanese Climbing Fern.

Table 1. Non-native, invasive weeds treated during June 11 –July 13, 2012 on lands managed by the Suwannee River Water Management District.

# Infestations	Weed Name	Tract	Acres*	Observed	Treated
1	Camphor Tree	Alapahoochee	0.19	Yes	Yes
1	Chinaberry	Lake Butler Wellfield	0.02	No	–
1		Ruth Springs	0.01	No	–
Chinaberry Total			0.03		
1	Chinese Tallow	Lake Butler Wellfield	0.23	Yes	Yes
2		Lake Butler Wellfield	0.04	No	–
			0.14		
Chinese Tallow Total			0.41	Total Treated	0.23
1	Chinese Wisteria	Owens Spring	0.69	Yes	Yes
1	Cogon grass	Mud Swamp	0.23	No	–
1	Japanese Climbing Fern	6 Bridge	0.01	No	–
3		Alapaha Bluffs	0.60	Yes	Yes
			0.05	Yes	Yes
			0.02	Yes	Yes
1		Falmouth Spring	0.19	Yes	Yes
2		Jennings Bluff	0.85	Yes	Yes
			0.04	Yes	Yes
1		Lake Butler Wellfield	0.03	Yes	Yes
2		Mud Swamp	0.20	Yes	Yes
			2.02	Yes	Yes
2		Owens Spring	0.02	Yes	Yes
			0.03	Yes	Yes
1		Ruth Springs	0.01	Yes	Yes
2		Withlacoochee Quail Farms	0.72	Yes	Yes
	0.04		Yes	Yes	
Japanese Climbing Fern Total			4.83	Total Treated	4.82
1	Mimosa	6 Bridge	2.44	Yes	Yes
1		Adams	0.17	Yes	Yes
1		Alapaha Bluffs	0.05	Yes	Yes
1		Alapahoochee	0.38	Yes	Yes
1		Falmouth Spring	68.15	Yes	Yes
1		Ruth Springs	0.90	No	–

# Infestations	Weed Name	Tract	Acres*	Observed	Treated
Mimosa Total			72.09	Total Treated	71.19
1	Paper Mulberry	Jennings Bluff	0.01	No	–
30	Total Number And Acreage Non-Native Weeds Monitored				78.48
22	Total Number And Acreage Of Non-Native Weeds Treated				77.12

\* Acreage listed is the monitored area, not the treatment area. Infested acres are monitored for three years to ensure elimination of the infestation; during this period the spatial extent of the infestation may grow but not shrink. When no infestation is observed after three years of monitoring, the spatial extent stored in the District's GIS geodatabase may be modified to represent the current spatial extent.

Tropical Storm Debby affected operations on invasive species at Lake Rowell and Santa Fe Swamp. Staff is monitoring the situation to determine if these projects can go forward as planned or if they must be modified.

#### Rare Species Monitoring

During the weeks of June 11 –July 13, 2012, District staff monitored one tract for presence of Florida Toothache Grass (*Ctenium floridanum*; *Endangered*); none was found during monitoring.

#### PUBLIC RECREATION SERVICES

The table below shows special use authorizations issued this month.

Recreation	Temporary Ingress & Egress	Goose Pasture	Mallory Swamp ATV	Other	Total
17	3	12	5	1	38

Edwin McCook represented the District at the Florida Greenways & Trails Council meeting in Tallahassee on June 20.

In the aftermath of Tropical Storm Debby, staff evaluated District lands for potential safety issues for public access and use. The following properties were closed due to river flooding:

<b>River</b>	<b>Tract</b>	<b>County</b>
Suwannee River	Roline	Hamilton
	Cypress Creek South	Hamilton
	Hunter Creek	Hamilton
	Belmont	Hamilton
	Big Shoals	Hamilton
	White Springs	Hamilton
	Swift Creek	Hamilton
	Jerry Branch	Hamilton
	Camp Branch	Hamilton
	Holton Creek	Hamilton
	Bay Creek	Columbia
	Little Shoals	Columbia
	Big Pine	Columbia
	Blue Sink	Suwannee
	Rocky Creek	Suwannee
	Woods Ferry	Suwannee
	Mattair Springs	Suwannee
	Suwannee Springs	Suwannee
	Fox Trail	Suwannee
Santa Fe River	47 Bridge	Gilchrist
Steinhatchee River	Steinhatchee Falls	Taylor

As flood waters recede, District staff will evaluate properties to determine when they can be opened to the public. Steinhatchee Falls was reopened on July 10.

gal  
008-00025

## MEMORANDUM

TO: Governing Board  
FROM: Brian Kauffman, Senior Professional Engineer  
DATE: July 25, 2012  
RE: Water Resource Projects Program Activity Report

### **Alligator Creek Restoration Project, Bradford County**

The City of Starke approved the interlocal agreement with the District at their June 5, 2012 commission meeting. District staff met with the Florida Department of Transportation (FDOT) on July 12, 2012, to discuss the status of the U.S. 301 Starke By-pass project and their mitigation needs. Since Bradford County does not currently have any wetland mitigation banks, FDOT is planning for the District to provide their wetland mitigation services.

The District has received an appraisal for the back 14 acres of the KOA property. The District and the owner met on May 11, 2012, to discuss the offer. Negotiations are continuing.

The Florida Wildlife Conservation Commission (FWC) provided the District with a draft agreement on July 10, 2012, to provide \$250,000 for construction costs. Staff is reviewing the agreement.

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

Levy County: The Letter of Final Determination was issued on May 2, 2012. 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: A discovery meeting will be held in Lake Butler on July 26 Santa Fe River Risk MAP project. A discovery meeting will be held in Cross City on July 27 for the Econfina- Steinhatchee river Risk MAP project.

### **Lake Sampson Water Control Structure**

Staff attended the Bradford County Commission meeting on June 21 to discuss the District's proposal to allocate FEMA funds to study Alligator Creek and to help the county develop an operational plan for the control structure. The Bradford County Board of County Commissioners accepted the proposal and thanked the District for their assistance. Staff attended two meetings on July 11, 2012, to review flooding on Alligator Creek and Lake Sampson, Lake Crosby, and

Lake Rowell. Local officials and the public requested that the District investigate the water flow from Trail Ridge in the upper part of the drainage basin.

### **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 received a \$55,000 grant to restore the Bell Springs' spring run on District land in Columbia County. District staff met with FWC and FDEP on July 20, 2012, to discuss project details, permit requirements and the grant's contract.

### **Cannon Creek Wetland Mitigation**

District staff 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 was reviewed by the District's general counsel and will now be submitted to Columbia County for their review.

### **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 outlining the results and recommendations for each school will be completed by July 30, 2012. After reviewing the results, the FRWA, District and school staff will meet to discuss the results and determine which water conservation recommendations should be implemented. Contracts are being reviewed by legal staff and will be presented to the schools upon completion.

### **Big Bend Water Authority**

In July 2011, the Governing Board agreed to provide \$250,000 towards the cost of connecting existing homes and businesses to the new centralized wastewater system being designed for the town of Steinhatchee. The new wastewater system will help ensure the protection of the estuary's water quality. The Big Bend Water Authority board approved the interlocal agreement with the District at their meeting on March 22, 2012. Construction is scheduled to begin in October 2012.

### **Minimum Flows and Levels Survey Contract**

The upper Suwannee River survey was completed and accepted by District Staff on July 5, 2012. Fifteen firms responded to the District's RFQ for surveying services on the middle Suwannee River. The scope includes approximately 200 hydrographic cross sections on 94 miles of the river from Ellaville to Fanning Springs. Firms were short listed by the selection

committee on July 18, 2012. Presentations by selected firms are scheduled for July 26, 2012 with final selection on July 30, 2012.

### **Hydrologic and Water Quality Improvement Projects on District Owned Lands**

The Water Resources Projects team is working with Land Management on several projects to improve hydrologic and water quality conditions on District owned properties. The projects include erosion control and sediment removal at Otter Springs, erosion control at 47 Bridge, and the installation of additional ditch blocks in the Steinhatchee Basin to improve groundwater and wetland hydrology.

Please feel free to contact staff prior to the August 14, 2012, Governing Board meeting if you would like further information.

/bk

# Compliance

updated 7/25/2012 11:10:32 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. As of 7/25/12, no information received.	Webster, Patrick
CE10-0026	COLUMBIA	4/20/2010	8/17/2012	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. 3/14/11; signed & executed Compliance Agreement (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. 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. 3/1/12; site visit. Respondent given outline of actions needed to bring project into compliance. 7/17/12; received letter from Respondent that construction was not started and will not be constructed. 7/17/12; received as-builts. Staff reviewing submittal.	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	8/14/2012	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. 06/15/12; meeting Respondent and engineer. Respondent in legal discussions with the developer. Engineer has advised that the as-built documents requested not be submitted until they can be accompanied by the required changes to bring the permit into compliance. Owner and attorney are scheduled to meet with attorneys on 7/26/12. After meeting, owner will supply a schedule outlining when the required information will be submitted. Providing the schedule is acceptable the District will execute a Compliance Agreement with the Respondent. The timing for these events will occur on or before 8/14/12.	Bowden, Jerry
CE12-0009	TAYLOR	2/23/2012	8/17/2012	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. Respondent to submit information by 8/17/12.	Mantini, Louis
CE12-0011	SUWANNEE	3/29/2012	8/17/2012	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, and conference scheduled with Respondent by 8/17/12.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE12-0017	COLUMBIA	5/10/2012	8/16/2012	Clearing in setback of river.	Jack & Eva Harden	20 days to contact District. 7/16/12; site visit with Respondent to discuss violations. Respondent to submit WOD application for dock and replant trees by 8/16/12.	Robinson, Vince
CE12-0004	ALACHUA	2/14/2012	8/17/2012	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	8/17/2012	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	8/14/2012	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. January 2012 Board for approval of enforcement proceedings. 1/19/12; received signed CA agreement 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. Staff to schedule meeting with Respondent & 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	8/16/2012	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