

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

**OPEN TO THE PUBLIC**

December 11, 2012  
9:00 a.m.

District Headquarters  
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Additions, Deletions, or Changes to the Agenda
4. Action Items  
Approval of Agenda
5. Items Recommended on Consent
  - Agenda Item 7 - Approval of Minutes
  - Agenda Item 9 - Approval of October 2012 Financial Report
6. Approval of Recommended Consent Items
7. Approval of Minutes – November 15, 2012 Governing Board Meeting and November 16, 2012 Workshop Minutes
8. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of 10-Year Service Award to Robin Lamm
  - B. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
  - C. Cooperating Agencies and Organizations
  - D. Public Comment

Page 5

**DIVISION OF ADMINISTRATIVE SERVICES**  
**Joe Flanagan, Director**

Action Item

9. Approval of October 2012 Financial Report

AS Page 1

**DIVISION OF LAND RESOURCES**  
**Charles H. Houder, III, Director**

Action Item

10. Approval of Resolution 2012-72 Authorizing Sale of the Bay Creek North Surplus Parcel in Columbia County

LR Page 1

LR Page 18 Informational Item  
11. Land Resources Monthly Activity Summary

**DIVISION OF WATER SUPPLY**  
**Carlos Herd, P.G., Director**

WS Page 1 Action Item  
12. North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District

**DIVISION OF WATER RESOURCES**  
**Erich Marzolf, Ph.D., Director**

WR Page 1 Action Item  
13. Contract with the U.S. Geological Survey (USGS) for LiDAR Data and Quality Control Services

**DIVISION OF RESOURCE MANAGEMENT**  
**Tim Sagul, P.E., Director**

RM Page 1 Action Items  
14. Approval of Water Use Permit Application Number 2-84-00186.003, Jackson Lord, Suwannee County

RM Page 13 15. Approval of Water Use Permit Application Number 2-12-00069.001, Holly Hill, Dixie County

RM Page 25 16. Approval to Enter Into Contracts for the 1<sup>st</sup> Quarter Department of Environmental Protection Agriculture Cost Share Program

RM Page 27 17. Approval to Enter Into Contracts for the 1<sup>st</sup> Quarter District Agricultural Cost Share Program

RM Page 30 18. Authorization to Seek Enforcement of Consent Agreement and Final Order 12-0007 and Approval of a Legal Service Work Order Increase Regarding Scott McNulty, CE10-0045, Levy County

RM Page 41 Informational Item  
19. Permitting Summary Report

**GOVERNING BOARD LEGAL COUNSEL**  
**Tom Reeves**

LC Page 1 Informational Item  
20. Governing Board Counsel Monthly Report (to be provided prior to Governing Board meeting)

**EXECUTIVE OFFICE**  
**Ann B. Shortelle, Ph.D., Executive Director**

Action Item

EO Page 1 21. Approval of Fiscal Year 2013-2014 Preliminary Budget

Informational Items

EO Page 4 22. District's Weekly Activity Reports

23. Announcements

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

January 8, 2013	9:00 a.m.	Board Meeting PCS Phosphate, White Springs Workshop
February 12, 2013	9:00 a.m.	Board Meeting Workshop

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

24. Adjournment

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

AGENDA  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

1. I Pad Refresher Training and Discussion
2. Update on Aquifer Recharge Concepts

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

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

November 15, 2012  
9:00 a.m.

Holiday Inn  
Perry, Florida

Governing Board:

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

Governing Board General Counsel

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs and Communications Director	Steve Minnis	X	
Administrative Services Division Director	Joe Flanagan		
Land Resources Division Director	Charles H. Houder. III	X	
Water Supply Division Director	Carlos Herd	X	
Water Resources Division Director	Erich Marzolf	X	
Resource Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Kevin Wright, SRWMD  
Rhonda Scott, SRWMD  
Warren Zwanka, SJRWMD  
Esther Avery, Perry  
Mike Echos, Greenville  
Merrilee Malwitz-Jipson, Our Santa Fe River, Fort White  
Bob Brown, City of Perry  
Annette Long, Chiefland  
James Childre, Perry  
Alton Collier, Perry  
Rod Baumgardner, Baumgardner Well Drilling & Pump Service, Perry

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

Mr. Gary F. Jones, Old Town, Florida, was sworn in as a Board Member by George Reeves.

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

- Correction made to the sequence of agenda item numbering
- Deletion of Agenda Item 17 - Authorization to Enter into a Contract for Minimum Flows and Levels Peer Review for the Lower Santa Fe and Ichetucknee Rivers and Springs

Agenda Item No. 5 – Approval of Agenda.

DR. COLE MADE A MOTION TO APPROVE THE AGENDA, MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 6 – Consent Agenda.

- Agenda Item 8 - Approval of Minutes
- Agenda Item 10 - Approval of September Financial Report
- Agenda Item 11 – Fiscal Year 2011-2012 Budget Amendment

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

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

Agenda Item No. 8– October 9, 2012 Governing Board Meeting and Workshop Minutes. Approved on consent.

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

- Executive Director, Dr. Ann Shortelle, presented at 10-year service award to Tim Sagul , Resource Management Division Director.
- Chairman Quincey recognized the governmental constituents in attendance.
- A presentation of the Hydrologic Conditions was given by Megan Wetherington, Senior Professional Engineer.
- Public Comments:
  - Rod Baumgardner, Rod Baumgardner Well Drilling and Pump Service, spoke in support of the District's request for authorization to seek enforcement through the State Attorney's Office Regarding Allen Dean, CE12-0021, Taylor County. He presented his concerns regarding several activities performed by the unlicensed well driller. Also providing input and support of the enforcement recommendation : Alton Collier, James Childre and Esther Avery
  - Annette Long discussed her objections and requested clarification to the CUPCON Publication and Filing of Proposed Rule for 40B-1, 40B-4, and 40B-400, F.A.C.

**DIVISION OF ADMINISTRATIVE SERVICES**

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

Agenda Item No. 11 – Fiscal Year 2011-2012 Budget Amendment. Approved on consent.

Agenda Item No. 12 – Surplus Vehicle Recommendation. Joe Flanagan, Division Director, presented the staff recommendation for authorization to surplus five (5) District vehicles from the fleet, as shown in the board materials.

DR. COLE MADE A MOTION TO APPROVE THE STAFF RECOMMENDATION FOR AUTHORIZATION TO SURPLUS FIVE (5) DISTRICT VEHICLES FROM THE FLEET, MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 13 – Contract for Inspector General Services. Mr. Flanagan presented the staff recommendation for authorization to enter into contract with Law, Redd, Crona & Munroe, P.A. to provide Inspector General services at an annual fee not to exceed \$22,500, as shown in the board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE STAFF RECOMMENDATION FOR AUTHORIZATION TO ENTER INTO CONTRACT WITH LAW, REDD, CRONA & MUNROE, P.A. TO PROVIDE INSPECTOR GENERAL SERVICES AT AN ANNUAL FEE NOT TO EXCEED \$22,500, MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

## **DIVISION OF LAND RESOURCES**

Agenda Item No. 14– Land Resources Activity Summary - The Land Resources Activity Summary was provided as an informational item in the Board materials.

## **DIVISION OF WATER SUPPLY**

Agenda Item No. 15 – Second Amendment to Interagency Agreement between Suwannee River Water Management District, St. Johns River Water Management District, and Florida Department of Environmental Protection. Carlos Herd, Water Supply Division Director, presented the staff recommendation to authorize the Executive Director to amend contract number 11/12-122 with the USGS to authorize work in the current fiscal year for a cost to the District not to exceed \$55,759, as shown in the Board materials.

Mr. Curtis discussed additional amendments to the Draft October 12, 2012 Amendment agreement as follows:

Line 6 of underlined portion of the proposed addition of language by St. Johns Water Management District on page WS3 of the board materials be amended to read *“and agreed to by either SRWMD or SJRWMD, then upon completion”* instead of the current recommended language of *“and agreed to by SRWMD and SJRWMD, then upon completion”*.

Striking of last two sentences of the proposed addition of language by St. Johns Water Management District on page WS 4 – *“The PARTIES recognize that scientific knowledge is not static and that new information may become available subsequent to the WSTB findings and conclusions. Accordingly, the PARTIES also agree to consider new information when determining what is the best available information when a permitting or planning decision is being made.”*

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT NUMBER 11/12-122 WITH THE USGS TO AUTHORIZE WORK IN THE CURRENT FISCAL YEAR FOR A COST TO THE DISTRICT NOT TO EXCEED \$55,759, WITH THE REPLACEMENT OF WORDING TO LINE 6 OF THE PROPOSED ADDITION OF LANGUAGE BY ST. JOHNS RIVER WATER MANAGEMENT ON PAGE WS 3 AND STRIKING OF LAST TWO SENTENCES OF THE LANGUAGE ON WS PAGE 4 , MR. COLE SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 16– Authorization to Amend Contract Number 11/12-122 with the United States Geological Survey (USGS), Tallahassee District, for Water Sampling and Chemistry Analysis Services at White Sulphur and Suwannee Springs. Mr. Herd presented the staff recommendation to authorize the Executive Director to amend contract number 11/12-122 with the USGS to authorize work in the current fiscal year for a cost to the District not to exceed \$55,759, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT NUMBER 11/12-122 WITH THE USGS TO AUTHORIZE WORK IN THE CURRENT

FISCAL YEAR FOR A COST TO THE DISTRICT NOT TO EXCEED \$55,759, MR. ALEXANDER SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 17 – Authorization to Enter into a Contract for Minimum Flows and Levels Peer Review for the Lower Santa Fe and Ichetucknee Rivers and Springs – Deleted.

## **DIVISION OF WATER RESOURCES**

Agenda Item No. 18 – Authorization to Purchase Water Level Sensors and Cellular Modems from Federally Approved Vendors under the U.S. General Services Administration. Erich Marzolf, Ph.D., Water Resources Division Director, presented the staff recommendation to authorize the Executive Director to purchase water level sensors and cellular modems from federally approved vendors under the U.S. General Services Administration for an amount not to exceed \$143,230, as shown in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO PURCHASE WATER LEVEL SENSORS AND CELLULAR MODEMS FROM FEDERALLY APPROVED VENDORS UNDER THE U.S. GENERAL SERVICES ADMINISTRATION FOR AN AMOUNT NOT TO EXCEED \$143,230, MR. ALEXANDER SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

## **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No 19-- Approval of Water Use Permit Application Number 2-11-00044.003, Lee Cemetery, Dixie County. Kevin Wright, Agriculture Team Program Leader, presented the staff recommendation for approval of Water Use Permit number 2-11-00044.003, with eighteen standard conditions and five special limiting conditions to SanBrook, LLC, in Dixie County, as shown in the Board materials.

Dr. Cole discussed the striking of the last sentence in the special limiting conditions number 22 on RM Page 10 which reads *“This condition applies to the proposed well only.”*

DR. COLE MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-11-00044.003, WITH EIGHTEEN STANDARD CONDITIONS AND FIVE SPECIAL LIMITING CONDITIONS TO SANBROOK, LLC, IN DIXIE COUNTY, WITH THE STRIKING OF THE LAST SENTENCE IN THE SPECIAL LIMITING CONDITIONS NUMBER 22 ON RM PAGE NUMBER 10 WHICH READS *“THIS CONDITION APPLIES TO THE PROPOSED WELL ONLY.”*; MR. CURTIS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 20 – Approval of Water Use Permit Application Number 2-09-00030.002, John D. Milton, Jr., Suwannee County. Mr. Wright presented the staff recommendation for approval of

Water Use Permit number 2-09-00030.002, with eighteen standard conditions and five special limiting conditions to John D. Milton, Jr., in Suwannee County, as shown in the Board materials.

DR. COLE MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-09-00030.002, WITH EIGHTEEN STANDARD CONDITIONS AND FIVE SPECIAL LIMITING CONDITIONS TO JOHN D. MILTON, JR., IN SUWANNEE COUNTY, WITH THE STRIKING OF THE LAST SENTENCE IN THE SPECIAL LIMITING CONDITIONS NUMBER 22 ON RM PAGE NUMBER 22 WHICH READS *"THIS CONDITION APPLIES TO THE PROPOSED WELL ONLY:."*; MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 21– Approval to Amend Contract 09/10-048 with Atkins North America, Inc. Tim Sagul, Water Resources Division Director, presented the staff recommendation to authorize the Executive Director to amend contract 09/10-048 with Atkins North America, Inc., (Atkins) for independent Quality Assurance and Quality Control (QA/QC) of FY 2010 studies and for additional Program Management support of FY 2011 Risk MAP, not to exceed \$988,363, as shown in the Board materials.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND CONTRACT 09/10-048 WITH ATKINS NORTH AMERICA, INC., (ATKINS) FOR INDEPENDENT QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) OF FY 2010 STUDIES AND FOR ADDITIONAL PROGRAM MANAGEMENT SUPPORT OF FY 2011 RISK MAP, NOT TO EXCEED \$988,363, MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 22- Authorization to Seek Enforcement through State Attorney's Office Regarding Allen Dean, CE12-0021, Taylor County. Mr. Sagul presented the staff recommendation to authorize staff to seek enforcement through the Taylor County State Attorney's office regarding Allen Dean, CE12-0021, for practicing well construction without a contractor's license, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE STAFF TO SEEK ENFORCEMENT THROUGH THE TAYLOR COUNTY STATE ATTORNEY'S OFFICE REGARDING ALLEN DEAN, CE12-0021, FOR PRACTICING WELL CONSTRUCTION WITHOUT A CONTRACTOR'S LICENSE, MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 23 – Adoption of Proposed Rule for 40B-1, 40B-4, and 40B-400, Florida Administrative Code (F.A.C.) for Statewide Environmental Resource Permitting. Leroy Marshal, Professional Engineer, presented the staff recommendation for authorization for publication of a Notice of Proposed Rule for Chapters 40-B1, 40B-4, and 40B-400, F.A.C. and to file 40-B1, 40B-4, and 40B-400, F.A.C. with the Department of State if no objections or comments are received, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE PUBLICATION OF A NOTICE OF PROPOSED RULE FOR CHAPTERS 40-B1, 40B-4, AND 40B-400, F.A.C. AND TO FILE 40-B1, 40B-4, AND 40B-400, F.A.C. WITH THE DEPARTMENT OF STATE IF NO OBJECTIONS OR COMMENTS ARE RECEIVED, MR. ALEXANDER SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 24 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

### **GOVERNING BOARD LEGAL COUNSEL**

Agenda Item No. 25 – Governing Board Counsel Monthly Report. The Governing Board Counsel Monthly Report was provided as an informational item in the Board materials.

### **EXECUTIVE OFFICE**

Agenda Item No. 26 -- Approval of Governing Board Directive Number 12-0006, Fraud Policy. Steve Minnis, Governmental Affairs and Communications Director, presented the staff recommendation for approval and implementation of Governing Board Directive 12-0006, revised Fraud Policy, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE AND AUTHORIZE IMPLEMENTATION OF GOVERNING BOARD DIRECTIVE 12-0006, REVISED FRAUD POLICY, MR. ALEXANDER SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No. 27 - Approval of Governing Board Directive Number 12-0007, Whistle-Blower's Act. Mr. Minnis presented the staff recommendation for approval of Governing board Directive 12-0007 to implement the Whistle-blower's Act, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE AND AUTHORIZE IMPLEMENTATION OF GOVERNING BOARD DIRECTIVE 12-0007, WHISTLE-BLOWER'S ACT, MR. ALEXANDER SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, MEECE, WILLIAMS, JONES AND QUINCEY.)

Agenda Item No.28- District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

The meeting adjourned at 11:39 a.m.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_

SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
MINUTES OF  
GOVERNING BOARD WORKSHOP

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

8:30 a.m., Friday  
November 16, 2012

Fiddler's Restaurant  
Steinhatchee, Florida

Governing Board:

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

Governing Board General Counsel

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs and Communications Director	Steve Minnis	X	
Administrative Services Division Director	Joe Flanagan	X	
Land Resources Division Director	Charles H. Houder. III	X	
Water Supply Division Director	Carlos Herd	X	

Water Resources Division Director	Erich Marzolf	X
Resource Management Division Director	Tim Sagul	X
GB & HR Coordinator	Lisa Cheshire	X

Guests:

Dave Dickens, SRWMD

Annette Long, Save Our Suwannee, Inc., Chiefland

Dave Dickens, Facilities Manager, discussed the district's responsibilities in providing real time information of data and presented estimates in obtaining a back up generator that would provide the continuity of public service during an emergency.

Strategic Priority proposals for Fiscal Year 2013-14 were presented to the Governing Board as follows:

- Heartland Springs Initiative – Erich Marzolf, Water Resources Division Director, discussed how the goal of the Heartland Springs Initiative is to ensure that the springs maintain adequate flow, maintain good water quality, and sustain healthy biological communities. He discussed the mission to identify trends and hydrologic patterns to develop a plan to assess restoration efforts.
- MFL's and Sustainable Water Supply – Carlos Herd, Water Supply Division Director, discussed how the District's goal is to ensure District priority bodies are protected for current future generations; therefore the District's strategies include establishing and recognizing MFLs for priority water bodies. He discussed funding and coordination with the St. Johns River WMD in order to ensure a sustainable water supply for all reasonable and beneficial uses while protecting springs and other natural systems.
- Water Conservation – Steve Minnis, Governmental Affairs and Communications Director, discussed how the District's goal through water conservation is to maximize water conservation for all uses. He presented the District's outreach strategies which include the Suwannee River Partnership, Agricultural cost-share, Santa Fe River Irrigation Retrofit and Fertigation Program, and Ag teams.
- Water Management Lands – Charlie Houder, Land Resources Division Director, discussed how the District's goal is to manage land and conservation easements to provide non-structural flood control, protect surface and ground water quality, and enhance water resource related systems through acquiring lands of high water

resource value, restoring the natural hydrologic regime, restoring and maintaining natural communities, and using recreation design standards and BMPs to prevent degradation. He presented proposed funding for land acquisition, land management and invasive species control.

- Flood Protection Strategic Priority – Tim Sagul, Resource Management Division Director, presented the District’s strategic priority for non-structural flood protection through retention ponds via permitting processes. He discussed the district’s goal is to enhance flood risk information to protect life and property against flood hazards through public education, assistance to communities with available data, the providing of electronic data, partnership with FEMA to refine the floodplain data, continue implementation of ERP programming to ensure development does not increase flooding, and acquiring land within the 100-year riverine floodplain.

Ann Shortelle, Executive Director, gave a presentation on the proposed FY 13-14 Budget. She discussed how budget guidelines include maintaining millage rate of 0.4143 and the development of reserve funds use schedule. She discussed how the proposed FY 2013-14 budget of \$14.9 million would be a reduction from the current FY 2012-13 budget which is 16.1 million which reflects land acquisition dollars to reserves, reorganization and last year actuals, reductions in administrative dollars, reductions in regulatory dollars, and emphasis on new initiative/projects (water resource development, water supply development, & springs and springshed protection).

The workshop adjourned at 11:43 a.m.

MEMORANDUM

TO: Governing Board  
FROM: Joe Flanagan, Director, Division of Administrative Services  
DATE: November 21, 2012  
RE: Approval of October 2012 Financial Report

RECOMMENDATION

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

BACKGROUND

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

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

gal

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending October 31, 2012  
(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 10/31/2012</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 7,377	\$ (5,192,623)	0%
Intergovernmental Revenues	5,853,594	(23,379)	(5,876,973)	0%
Interest on Invested Funds	158,000	85,536	(72,464)	54%
License and Permit Fees	100,000	15,965	(84,035)	16%
Other	714,583	1,313	(713,270)	0%
Fund Balance	4,075,895	452,140	(3,623,755)	11%
<b>Total Sources</b>	<b>\$ 16,102,072</b>	<b>\$ 538,952</b>	<b>\$ (15,563,120)</b>	<b>3%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>% Expended</b>	<b>% Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 7,755,083	\$ 206,104		\$ 7,548,979	3%	3%
Acquisition, Restoration and Public Works	2,272,848	55,703		\$ 2,217,145	2%	2%
Operation and Maintenance of Lands and Works	2,701,117	94,496	2,760	\$ 2,603,861	3%	4%
Regulation	1,472,269	108,527		\$ 1,363,742	7%	7%
Outreach	75,000	6,199		\$ 68,801	8%	8%
Management and Administration	1,825,755	67,923		\$ 1,757,832	4%	4%
<b>Total Uses</b>	<b>\$ 16,102,072</b>	<b>\$ 538,952</b>	<b>\$ 2,760</b>	<b>\$ 15,560,360</b>	<b>3%</b>	<b>3%</b>

<sup>1</sup> Encumbrances represent unexpended balances of open purchase orders and contracts.

<sup>2</sup> Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of October 31, 2012, and covers the interim period since the most recent audited financial statements.

MEMORANDUM

TO: Governing Board  
FROM: Charles H. Houder III, Director, Land Resources Division  
DATE: November 23, 2012  
RE: Resolution 2012-72 Authorizing Sale of the 24-acre ± Bay Creek North Surplus Parcel in Columbia County to Craig and Teresa Hanger.

RECOMMENDATION

**Staff recommends approval and execution of Resolution 2012-72 authorizing the sale of the Bay Creek North surplus parcel in Columbia County to Craig and Teresa Hanger.**

BACKGROUND

In July of 2009, the District Governing Board declared the 29-acre ± Bay Creek North parcel located in Columbia County as surplus property and subsequently directed staff to market the property with Poole Realty in Live Oak. This parcel was acquired from Robert F. Levings in 1988 at a price of \$1,550 per acre. In July of 2009 the tract was surplus. Authorization to surplus this parcel was received from DEP in October of 2009.

Craig and Teresa Hanger have agreed to pay the District \$2,291.67 per acre for an estimated total of \$55,000. Members of the Surplus Land Committee recommend consideration of the offer contingent upon full Governing Board approval.

The parcel was appraised in August of 2009, and the valuation was updated to December 10, 2012 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract equals the new appraised value. No state agency expressed interest to own, manage or continue managing the property. A notice of intent to sell will be advertised in a local Columbia County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District General Counsel will prepare deeds and close the conveyance of property with Craig and Teresa Hanger.

pf  
enclosures  
Bay Creek North Surplus Tract      008-00484

## SURPLUS PARCEL SUMMARY

TRACT: Bay Creek North

SELLER: Suwannee River Water Management District

COUNTY: Columbia

ACREAGE: 24 acres ±

### WATER RESOURCE VALUES:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surfacewater Protection: 13% (3 acres)

100-Year Floodplain: 0% (0 acres)

TRACT DESCRIPTION: The Bay Creek North Tract is composed of a mix of natural hardwoods and pines. The 167 acre parent tract was purchased in February of 1988 from Robert F. Levings at a cost of \$1,550.00 per acre.

ACCESS: The property has direct road frontage along State Road 6.

CURRENT ZONING: Conservation – No dwellings allowed without special exception.

TRACT DIVISIONS: None.

INTERESTS TO BE RETAINED: The tract is to be sold as a whole without restrictions.

## RESOURCE REVIEW

### (a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 13% (3 acres)

100-year Floodplain: 0% (0 acres)

(b) Management Efficiency: Public and land management access will remain from State Road 6. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

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

### (d) Archaeological, Historical:

No Records are available on the archaeological history, but the parcel lies in a high probability zone.

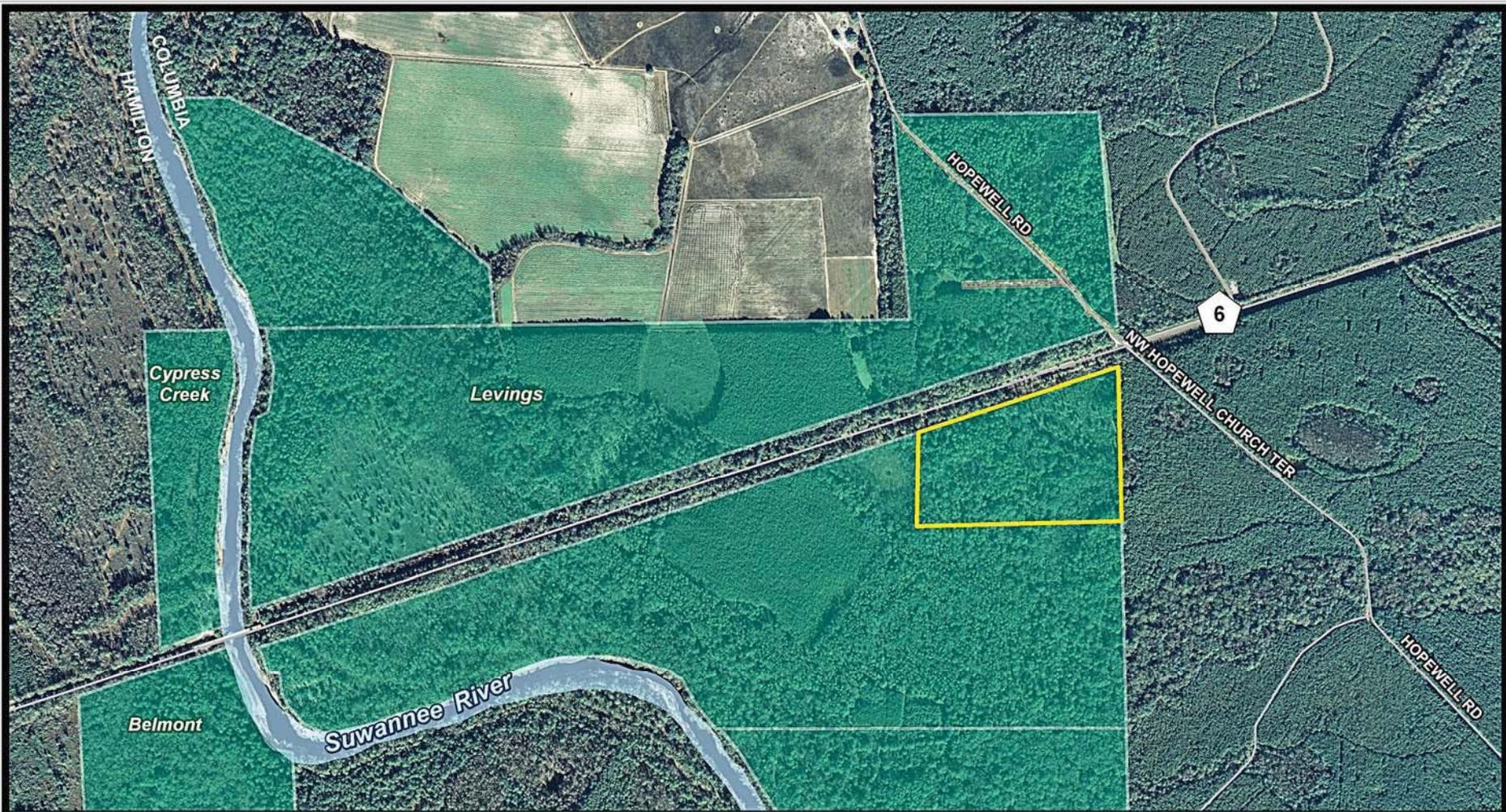
Ecological Records: No records

Protected Plants: No records  
Protected Animals: No Records  
Exotic Plants: No Records  
Natural Communities:

Mesic flatwoods	21 acres
Bottomland forest	3 acres

- (e) Linkage: This parcel is on the east edge of the parent tract. Proposed acquisitions along the Suwannee River would not be affected by this proposal.
- (f) Adverse Impact to Future Management: No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.
- (g) Marketability: The property has been continuously listed since July of 2010.
- (h) Other Public Land Managers: The District is the only adjacent public land manager.
- (i) The tract was purchased with Water Management Lands Trust Funds

ANALYSIS: The 24 acres of the Bay Creek North parcel is within the parameters in Program Directive 2011-03 to be sold without restrictions.



-  Potential Surplus Land
-  SRWMD Lands

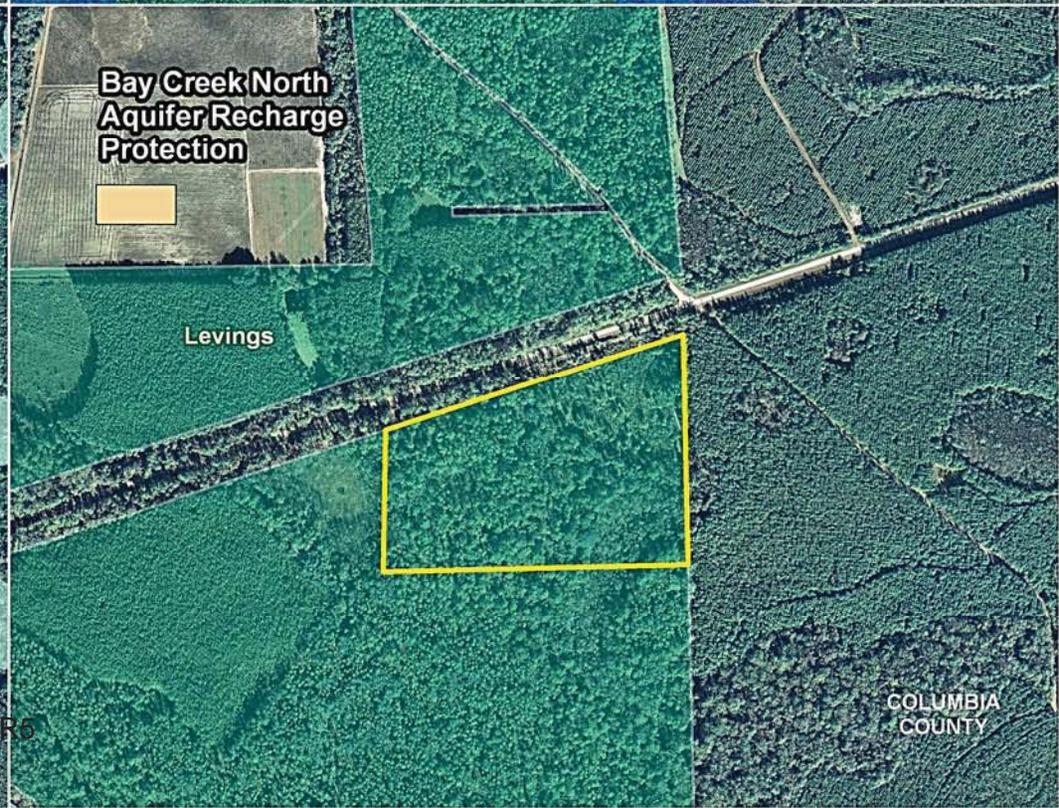
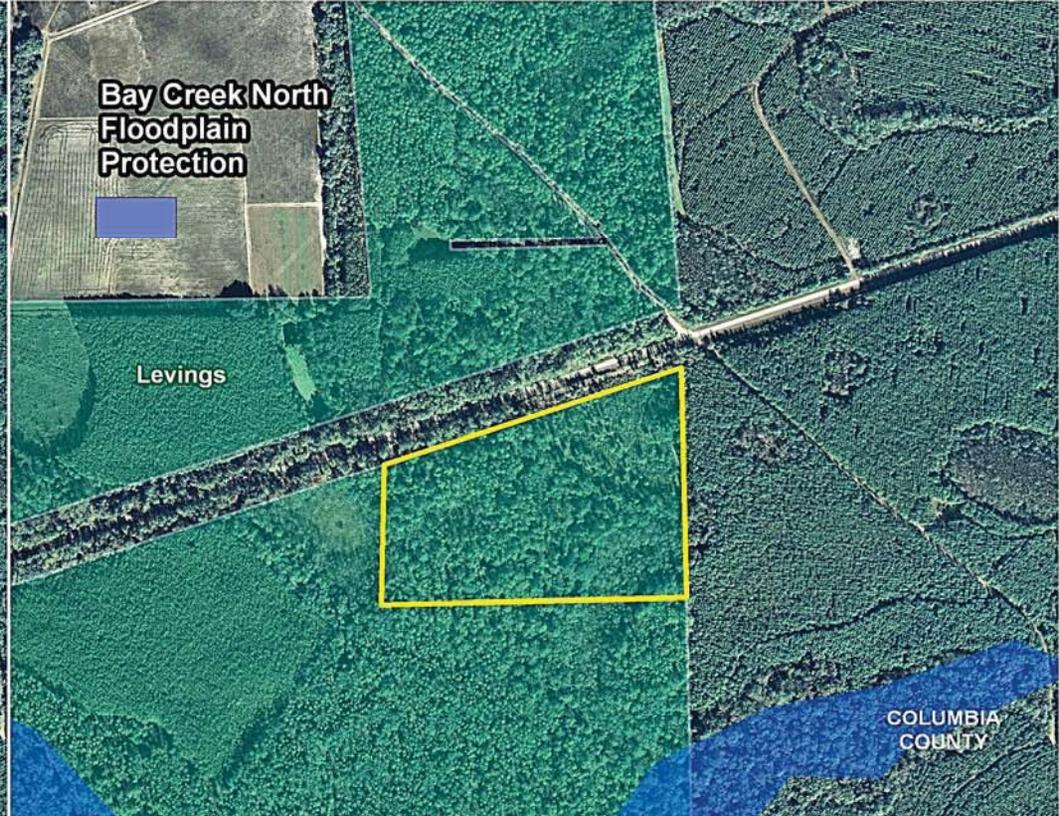
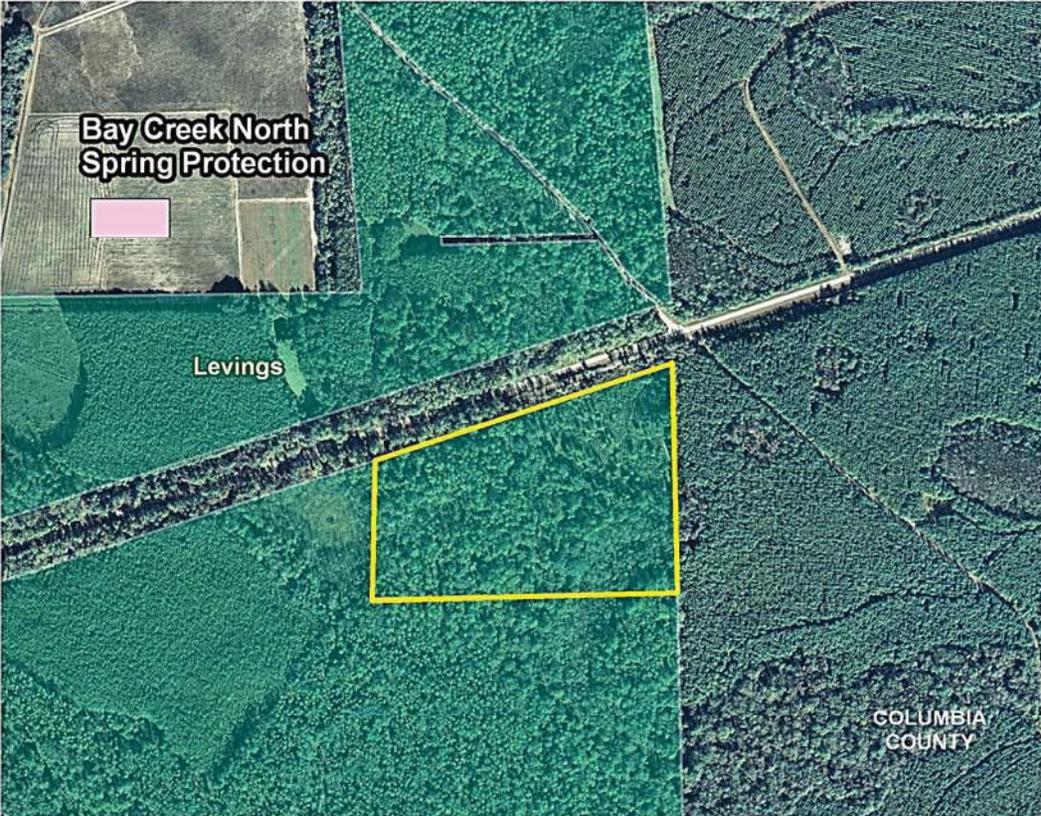


Surplus Lands  
 Bay Creek North  
 Columbia County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. Columbia 2006 NC 1FT Imagery

PM: CH/TD  
 GIS: GH  
 PD: 6/30/2010



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-72

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

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

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

WHEREAS, the DISTRICT owns certain real property; and,

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

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

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

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

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

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
  - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
  - B. The selling price set out in the CONTRACT is the highest price obtainable.
  - C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Lawrence Saucer of Saucer Valuation Associates and is dated December 10, 2012.
  - D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.

4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
  - A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
  - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
    - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
    - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.
    - iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.
5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS DAY OF DECEMBER, 2012.

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

---

**MEMBERS OF THE BOARD:**

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

**ATTEST:**

---



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

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

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

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

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

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

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

DISTRICT shall pay for:

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

BUYER shall pay for:

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

## CONTRACT FOR SALE OF REAL PROPERTY

-BUYER's attorneys fees

Parties shall equally divide: -Cost of the SURVEY

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

## CONTRACT FOR SALE OF REAL PROPERTY

shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
  - 13.1 For a default raised prior to the closing of this transaction:
    - 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
    - 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.
  - 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's

## CONTRACT FOR SALE OF REAL PROPERTY

environmental audit, if any.

14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
  - 18.1 The condition of title to the PROPERTY;
  - 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
  - 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;
  - 18.4 The environmental condition of the PROPERTY;
  - 18.5 The amount and value of the timber on the PROPERTY, if any;
  - 18.6 The fitness of the PROPERTY for any particular use;
  - 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
  - 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided

## CONTRACT FOR SALE OF REAL PROPERTY

to the BUYER.

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

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

CONTRACT FOR SALE OF REAL PROPERTY

28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

**COASTAL EROSION NOTICE**

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF

**CONTRACT FOR SALE OF REAL PROPERTY**

MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX  
DISCLOSURE SUMMARY

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

RADON GAS NOTICE

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

LEAD BASED PAINT HAZARD

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

38. **INTEREST IN CERTAIN MINERALS:** Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the PROPERTY's phosphate, minerals, metals and petroleum may be reserved to the DISTRICT. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal

CONTRACT FOR SALE OF REAL PROPERTY

~~4. Said property is buildable for single family residence and recreational hunting is allowed.~~

holiday.

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

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

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Ann Shortelle, PHD  
As its Executive Director

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

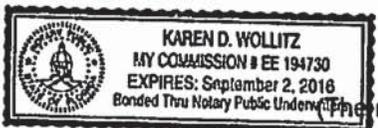
EXECUTED on this 19 day of November, 2012 by BUYER,  
Teresa + Craig Hanger

Teresa K. Hanger  
[Signature]

STATE OF Florida  
COUNTY OF Hillsborough

Acknowledged before me this 19 day of November, 2012, by Teresa K. Hanger  
and Craig Dallas Hanger who is personally known to me or who produced  
FDL# H526-811-61-708-0  
FDL# H526-104-62-230-0 as identification.

[Signature]  
Notary Public



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

CONTRACT FOR SALE OF REAL PROPERTY

RECEIPT

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

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

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

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

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

CONTRACT FOR SALE OF REAL PROPERTY

## MEMORANDUM

TO: Governing Board  
FROM: Charles H. Houder III, Director, Land Resources Division  
DATE: November 30, 2012  
SUBJECT: Land Resources Monthly Activity Summary Report

The contractor conducting prescribed burns on Suwannee River Water Management District (District) lands in fiscal year 2013 is Wildland Fire Services (WFS). Also included in reports are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). When available, the Florida Forest Services (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

Although soil moisture conditions are quickly drying out, many wetland areas are still inundated with water from last summer's tropical storms. These conditions are allowing burn mangers to burn in flatwoods areas where duff (organic soil) ignition in adjacent wetlands has been a concern in the past. Also, with many wetlands still holding water, the chance of fire escaping out of designated burn blocks is reduced as well as the need to install extensive firelines.

Timber Contract 11/12-095 Black Tract #4 was completed on September 10, 2012 with 162 acres of timber harvested. Six timber sales are currently open with operations underway on three locations.

The 101-acre scalping operation at Branford Bend is complete. The operation was completed in preparation for a longleaf pine planting this winter.

The 61-acre roller chopping operation at Lake City Well Field was completed on 11/14/2012.

**REAL ESTATE**

Conservation Easement Review

Owner	Project Name	Acres	County	2012-2013 Monthly Inspection Date											
				O	N	D	J	F	M	A	M	J	J	A	S
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	164	Jefferson												
Bailey Brothers	Bailey Brothers Steinhatchee	16,522	Dixie												
Champion, Roger and Donna	Mount Gilead	180	Madison												
Chinquapin Farm, L.L.C.	Chinquapin Farm	6,350	Columbia, Suwannee												
City of Newberry	Newberry Wellfield	40	Alachua												
Davidson, Dr. C. Linden	Davidson	225	Jefferson												
Deep Creek Plantations	Upper Suwannee	160	Columbia												
Drummond, Graham	Lower Suwannee	543	Levy												
Feagle, Ronald and Dorothy	Bonnet Lake	433	Columbia												
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	550	Suwannee												
Geraldine Livingston Foundation	Dixie Plantation	8,902	Jefferson												
Hale and McDaniel	Carter	1,232	Columbia												
Harrell, Curtis and Matthew	Falmouth Addition	912	Suwannee												
Jackson, Kevin and Patrice	Jackson	171	Lafayette												
Layman Law Firm	Layman Aucilla	167	Jefferson												
Loncala Inc.	Loncala Alapaha	1,141	Hamilton												
Loncala, Inc.	Loncala Gilchrist	913	Gilchrist	X											
Loncala, Inc.	Monteocha Creek	951	Alachua												
Mann, Jack & Loy Ann	Manatee Springs Addition	590	Levy												
McEnany Michael and Leanne	Waccasassa	1,104	Levy												
Meeks, David & Sarah	Manatee Springs Addition	370	Levy												
Moore, Madeline	Moore	115	Jefferson												

Conservation Easement Review (continued)

Owner	Property Name	Acres	County	2012-2013 Inspections													
				O	N	D	J	F	M	A	M	J	J	A	S		
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	1,038	Columbia														
Platt, Cody and Carol	Aucilla Addition	274	Jefferson														
Plum Creek Timberlands	Gainesville Wellfield	3,084	Alachua														
Plum Creek Timberlands	Waccassa Gulf Hammock	21,300	Levy														
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	4,588	Levy														
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	12,797	Levy														
Ragans Hoyt and Betty	Aucilla	755	Jefferson Madison														
Red Hills Land Company	Foster	163	Jefferson														
Sanders, Thomas and Sylvia	Mill Creek	339	Hamilton														
Santa Fe River Hammock, L.L.C.	Santa Fe River Hammock	167	Bradford														
Sheppard, Derwood and Susan	Manatee Springs Addition	120	Levy														
Strickland Field, L.P.	Strickland Field	3,822	Dixie														
Suwannee River Development LLC	Ace Ranch	260	Lafayette														
The Campbell Group	California Swamp	32,134	Dixie														
Tisdale Robert	Tisdale	83	Levy														
Usher family trust	Usher	2,023	Levy														
Zellwin Farms, Inc.	Jennings Bluff	362	Hamilton														

Shading denotes month inspection are scheduled to take place. An "X" denotes completed inspection.

The Warner/Harrell property is in foreclosure. The inspection of this conservation easement will be rescheduled for after the first of the year.

Acquisition

OWNER	PROJECT NAME	ACRES	COUNTY	COMMENTS
J.T. Bridges Azure Properties	McAlpin Landing Addition	220	Hamilton	Offer authorization submitted to management.
Nyman, George & Sharon	Suwannee River Oaks CE	312	Gilchrist	Title review completed by legal. Conservation Easement is being drafted.

Status of Exchange

Tract Name	Acres	County	Acquired Date	Funding Source	Proposal	Status
Ellaville Exchange for Damascus Peanut Company	670	Madison	5/1998	WMLTF	Proposed as Exchange	Governing Board approved surplus and exchange on 10/9/2012.
Lamont/Mt. Gilead for Aucilla Land Partners Conservation Easement	114	Madison and Jefferson	9/1998	WMLTF	Proposed as Conservation Easement Exchange	Timber valuation and appraisals have been reviewed.

Surplus Lands

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Discussion continuing with Columbia County
Bay Creek North	24	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee entire tract \$60,720	
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000	
Buck Bay	60	Alachua	12/15/1999	P2000	3/1/2012	3/15/2012		Offer received GB approved surplus sale. Closing dates December 2012 to City of Gainesville.

Surplus Lands (continued)

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Cabbage Grove	30	Taylor	09/2001	WMLTF		10/5/2012	Fee entire tract \$57,750	
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 CE (3 parcels) \$243,100	
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	Pending negotiations with Hamilton County
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	
Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/2012			
Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 conservation easement \$97,020	
Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780	
Woods Ferry	29	Suwannee	12/1988	WMLTF	8/18/2011	11/10/2011	Fee entire tract \$71,830	Offer received GB approved surplus sale. Closing dates December 2012

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

## LAND MANAGEMENT

### Prescribed Fire

**Summary Table FY 2013**

	<b>2013 Target Acres</b>	<b>Acres Complete</b>
Suwannee River Water Management District	10,000	659
Florida Forest Service burns on Twin Rivers State Forest	2000	0
<b>TOTAL</b>	<b>12,000</b>	<b>659</b>

### Prescribe Burn Activity

<b>TRACT</b>	<b>COUNTY</b>	<b>WFS</b>	<b>FFS TRSF</b>	<b>TOTAL ACRES</b>
Shady Grove	Taylor	67		67
Steinhatchee Springs	Lafayette	592		592
<i>Sub-total for Period</i>		659	0	659
<i>Previous Acres Burned</i>		0	0	0
<b>Total Acres</b>		<b>659</b>	<b>0</b>	<b>659</b>

## TIMBER

### Timber Sales

<b>Contract #</b>	<b>Fiscal Year</b>	<b>Timber Sale Name</b>	<b>Oversight</b>	<b>Contract Date</b>	<b>Estimated Start Date</b>	<b>Estimated Pine Tons</b>	<b>Harvest Completion</b>
11/12-052	2012	Goose Pasture #1	SR	3/14/2012	10/15/2012	6,837	100%
11/12-133	2012	Goose Pasture #2	SR	3/14/2012	12/1/2012	5,203	0%
11/12-054	2012	Steinhatchee Springs #9	SR	3/26/2012	10/26/2012	14,100	25%
11/12-094	2012	Steinhatchee Springs #10	SR	5/31/2012	6/12/2012	4,828	60%
11/12-051	2012	Black Tract #3	FFS/TRSF	3/14/2012	11/2/2012	6,924	10%
11/12-095	2012	Black Tract #4	FFS/TRSF	5/31/2011	6/15/2012	5,746	100%
11/12-124	2012	Blue Sink #2	SR	8/23/2012		2,644	0%
12/13-006	2013	Buck Bay #1	SR	11/20/2012	11/26/2012	1,575	0%

Black Tract #4 Harvest and Revenue Summary

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Originally Cruised	Actually Harvested		Originally Cruised	Actually Harvested
Pine Pulpw	3,443.00	5,464.00	\$15.03	\$51,748.29	\$81,675.96
Pine CNS	1,316.00	998.00	\$18.10	\$23,819.60	\$18,067.81
Pine Sawtimber*	779.00	167.00	\$28.06	\$21,858.74	\$4,688.55
Hardwood Pulpw	208.00	335.00	\$3.08	\$640.64	\$1,032.88
<b>Total</b>	<b>5,746.0</b>	<b>6,964.00</b>		<b>\$98,067.27</b>	<b>\$105,465.20</b>
<b>% Estimate</b>		<b>121%</b>			<b>108%</b>

Florida Forest Service (FFS) did an exemplary job marking, cruising, and monitoring the timber sale. In an effort to further enhance the District property for future management activities FFS harvested less large, healthy timber than what was cruised. In other areas timber which was originally thought to be inaccessible by the equipment, for a variety of reasons, was accessed and the pulpwood was harvested. Staff is reviewing the results with the FFS to determine how to lower estimate errors on future sales.

## MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, P.G., Division Director, Water Supply

DATE: November 28, 2012

RE: North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute a cost-share agreement with the St. Johns River Water Management District (SJRWMD) for the North Florida Regional Water Supply Partnership facilitation services for an amount not to exceed \$51,342.**

### BACKGROUND

The objective of this agreement is to share the cost of the FCRC Consensus Center (FCRC) through Florida State University to provide meeting facilitation assistance and related support to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (Committee). The FCRC was created by the Florida Legislature and based in Tallahassee at Florida State University. To date, the SJRWMD has been providing funding for FCRCs facilitation services to the Committee. This cost-share agreement will help fund these services through FY12/13 (September 30, 2013).

Facilitation services provided by the FCRC will include: facilitation of Committee meetings and guide the Committee toward accomplishing its goals; preparation and distribution of agendas and meeting materials; preparation and distribution of meeting minutes; preparation and maintenance of the Committee work plan; and coordination of all communication between Committee members and District staff. Contracting independent facilitation services provides for significant savings in staff time allowing staff from both districts to focus on meeting content, preparation of technical presentations, and analyses requested by the Committee.

The total FY12/13 cost is estimated to be \$102,683 with the District providing half of the cost, approximately \$51,342. District staff anticipates that this process will continue through September 2015. District staff is working with SJRWMD to determine the amount of cooperative funding that will be provided for this agreement for subsequent fiscal years.

Funding for this item is budgeted in the Water Supply FY12/13 budget.

CH/dd



## CONSENSUS CENTER

*“Facilitating Consensus Solutions, Supporting Collaborative Action.”*

The Florida State University  
Morgan Building, Suite 236  
2035 East Paul Dirac Drive  
Tallahassee, FL 32310  
Phone: (850) 644-6320  
<http://consensus.fsu.edu>

**KEY BENEFITS AND VALUE OF  
NEUTRAL INDEPENDENT FACILITATION OF THE  
NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP  
STAKEHOLDER ADVISORY COMMITTEE  
BY THE FCRC CONSENSUS CENTER AT FLORIDA STATE UNIVERSITY**

**Meeting the Challenge:** The Stakeholder Advisory Committee uniquely brings diverse water users from both Districts together to seek to build consensus and provide timely and critical input as a first-of-its-kind regional water supply plan is being developed. The Center brings over two decades experience in collaboration on water resource issues to meet the challenges of building understanding and consensus in the face of conflicting interests and bringing forth practical recommendations to the Districts as the Regional Water Supply Plan is developed.

The Center is providing the Districts and the SAC with:

**Independent, fair, professional facilitation, consensus process design and consultation services that build public confidence in the initiative**

- Enhances the perception of fairness, impartiality and neutrality of the SAC process among stakeholders from two districts and the public.
- Instills greater confidence that stakeholder input will be seriously considered by the District and result in a better Regional Water Supply Plan.
- The Center’s independent base at a respected university in the region.
- Able to assist SAC build consensus on complex and controversial issues within their charge, with disparate and competing interests between stakeholders and the districts.
- Allows for coordinating between two Districts without favoring either and provides independent coordination of overall project management.

- Eliminates the need for a SAC chair, and concern of an individual residing in either District serving as chair and driving the agenda.

**Opportunities for appropriate involvement of Districts' staff and leadership in guiding the Committee**

- Freeing district staff to focus on providing required technical input and guidance on addressing matters within the SAC's charge while not having to deal with a myriad of SAC procedural matters during or between meetings.

**Professional services that ensure effective results including SAC meeting design and planning with District staff, meeting facilitation, conflict resolution approaches as needed, coordination and credible and accurate documentation of the process and meetings**

- Develop consensus-building, decision-making and procedural policies and procedures.
- Develop detailed meeting SAC agenda packets.
- Assisting the SAC to develop consensus recommendations on complex issues with varied desired outcomes between stakeholder groups.
- Develop option evaluation worksheets to assist SAC by identifying and evaluating a full range of options on project issues.
- Develop, update and maintain detailed SAC Workplan and meeting schedule in sync with the regional water supply development process.
- Draft detailed, balanced and accurate SAC meeting Summary Reports.
- Work with district staff to debrief SAC meetings and prepare for upcoming meetings.
- Coordinate technical presentations and archive project relevant documents.
- Assist in drafting SAC recommendations to the Districts.

**Enhancing SAC communication with each other, the Districts and the public**

- Manage and coordinate SAC member communications on SAC related issues.
- Dealing with complex interpersonal issues related to communicating and collaborating as a stakeholder advisory group.
- Coordinate, compile and archive member questions and responses.
- Coordinate, compile and archive public questions and responses.
- Serve as liaison between members and district staff on project related issues and communications.

## MEMORANDUM

TO: Governing Board

FROM: Erich Marzolf, Ph.D., Division Director, Water Resources

DATE: November 28, 2012

RE: Contract with the U.S. Geological Survey (USGS) for LiDAR Data and Quality Control Services

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into a contract with the USGS to provide light detection and ranging (LiDAR) data over 373 square miles in portions of Suwannee, Gilchrist, Madison and Columbia counties for a total not to exceed cost of \$131,700. Funding consists of \$31,700 from the USGS and \$100,000 from the District.**

### BACKGROUND

Several years ago, the District started working with other agencies to secure LiDAR data for the District. LiDAR data is used by District staff in many areas including setting minimum flows and levels (MFL) through floodplain mapping, floodplain modeling, and water supply modeling and development.

In past years of this effort, we have partnered with the United States Geological Survey (USGS), the Federal Emergency Management Agency (FEMA), the National Oceanic and Atmospheric Administration (NOAA), Northwest Florida Water Management District, the Florida Department of Emergency Management, and Alachua County to obtain a total of 5,510 square miles of data at a District cost of only \$385,000. It is estimated that almost \$2 million has been spent to obtain LiDAR data in the District through the important partnerships listed above.

In November 2012, the District was awarded a matching grant through the USGS to capture 373 square miles of LiDAR data. The District will provide 76% of the costs while the USGS will provide the remaining 24%. Last year LiDAR data was collected in the eastern portion of Bradford County. Other areas in the District were planned but had to be postponed until this winter's flight season because of unfavorable weather and ground conditions. The flying to obtain this proposed data will take place before the end of February. This new project would consist of LiDAR collection areas in Suwannee, Gilchrist, Madison and Columbia counties.

If this work is completed as planned, there will be 1,695 square miles remaining within the District to be acquired.

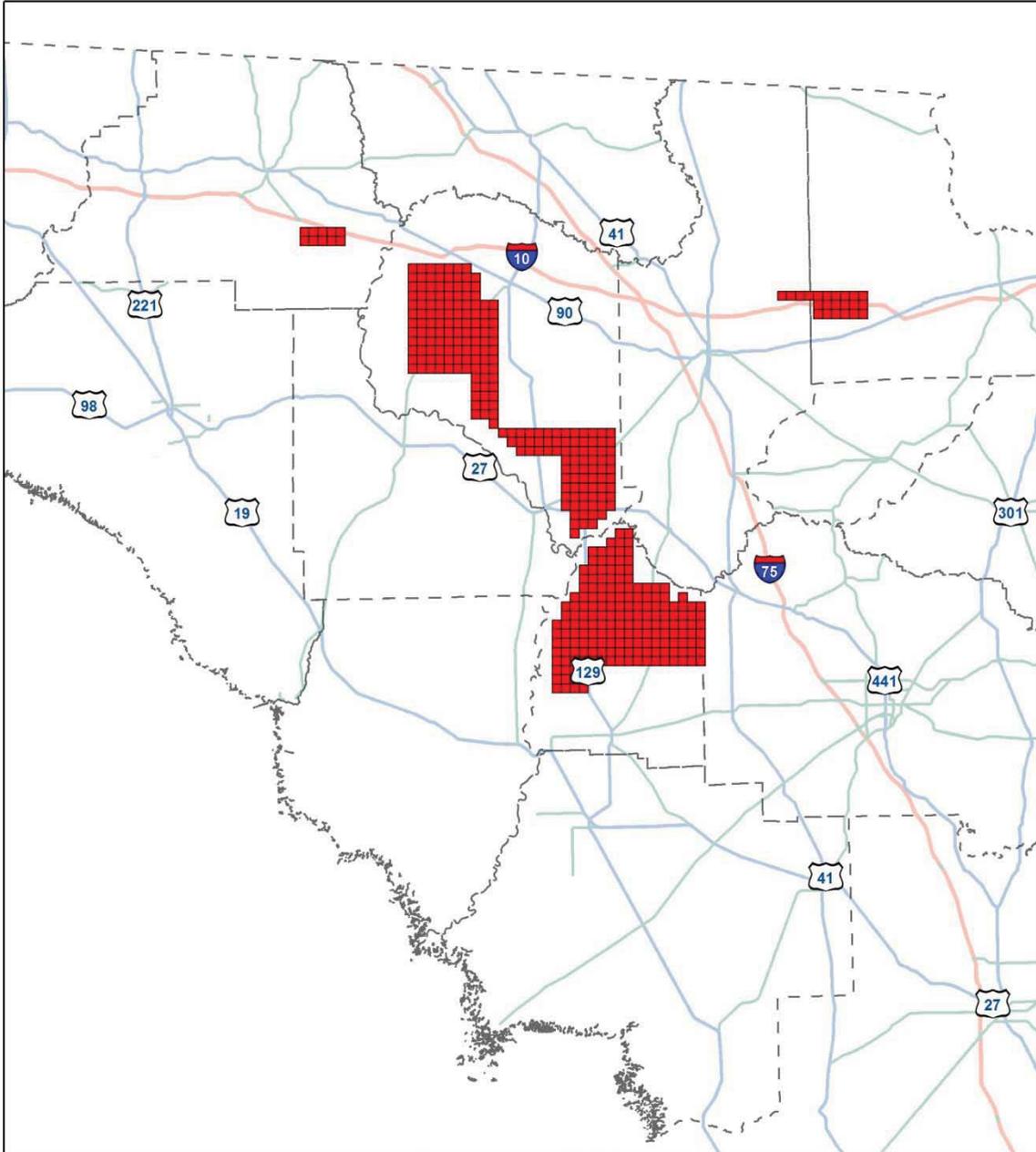
The technical specifications for the LiDAR data will meet USGS, FEMA, and State of Florida standards and technical requirements. The USGS contractors working on the LiDAR data collection, processing, and quality control tasks have all been approved and selected by the USGS. This data will also be added to the USGS National Elevation Dataset (NED) for public use and distribution.

The funding source for this LiDAR is \$31,700 from the USGS and \$100,000 from the District for a total of \$131,700. In addition, the USGS will provide the staff and resources to manage the project and quality control the data deliverables from the contractor.

Please feel free to contact staff prior to the December 11, 2012, Governing Board meeting if you would like additional information.

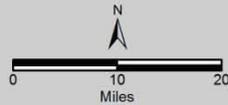
This expenditure is included in the currently authorized budget.

EM/dd



- LIDAR Tiles ( 417 - 373 Sq Miles )
- Interstate HWY
- US HWY
- State HWY
- County Boundary

**SRWMD - USGS**  
Proposed LIDAR Collection 2012-13



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001. Map Created on 10/4/2012

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: November 26, 2012

RE: Approval of Water Use Permit Application Number  
2-84-00186.003, Jackson Lord, Suwannee County

RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-84-00186.003, with eighteen standard conditions and three special limiting conditions to Sidney & Jackson Lord, in Suwannee County.**

BACKGROUND

This is a modification to increase irrigated acreage by 138 acres and an increase in water allocation by 0.2044 million gallons daily (mgd) from 1.1714 mgd to 1.3758 mgd. One additional 10-inch well is proposed for construction. The project is not located within a Water Resource Caution Area.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals and implementation and maintenance of conservation plans.

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

/tm

November 26, 2012

Sidney Lord and Jackson Lord  
13206 SR 51  
Live Oak, FL 32060

Subject: Approval of Water Use Permit Application Number  
2-84-00186.003, Jackson Lord, Suwannee County

Dear Missers Lord:

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

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on December 11, 2012, which is open to the public.

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

Sincerely,

Tim Sagul, P. E.  
Division Director, Resource Management

TS/tm  
Enclosure  
Certified Mail Receipt Number: 7010 1060 0001 1350 3769

## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may chose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.
7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

## NOTICE OF RIGHTS

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

## CERTIFICATE OF SERVICE

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

Sidney Lord and Jackson Lord  
13260 SR 51  
Live Oak, FL 32060

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

---

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

## STAFF REPORT

### WATER USE PERMIT APPLICATION

**DATE:** November 26, 2012

**PROJECT:** Jackson Lord Farm

**APPLICANT:**

Sidney Lord and Jackson Lord

13260 SR 51

Live Oak, FL 32060

**PERMIT APPLICATION NO.:** 2-84-00186.003

**DATE OF APPLICATION:** November 5, 2012

**APPLICATION COMPLETE:** November 5, 2012

**DEFAULT DATE:** February 3, 2013

	Previous Quantities:		Proposed Quantities:	
<b>Average Daily Rate (ADR)</b>	<b>1.1714</b>	<b>mgd</b>	<b>1.3758</b>	<b>mgd</b>

#### Recommended Agency Action

Staff recommends approval of a Water Use Permit for an expansion of an agricultural use located within Suwannee County. The permit includes eighteen standard conditions and three special limiting conditions. The permit will expire on December 21, 2019.

#### Project Review Staff

James Link, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

#### Project Location

The withdrawal facilities are located in Township 03 South, Range 12 East, Sections 22 and 23 in Suwannee County. The project is located within the lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

#### Project Description

The project area consists of approximately 983 acres with approximately 503 acres being irrigated using groundwater.

The water use calculations are based upon the irrigated acreages and crop types and number of livestock provided by Jackson Lord and the previously issued permit revision. Crops include tobacco, potatoes, corn, peanuts and bahia grass. The applicant will use nine center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal is calculated as 1.3758 mgd, which equates to 36.8 inches of supplemental irrigation annually.

The project area includes six existing wells and one proposed well. Use of six wells will be for irrigation and one well for livestock. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types, irrigated acres and number of livestock. Jackson Lord plans to have 100 head of beef cattle and to irrigate 503 acres with two crops each year. Crops include tobacco, potatoes, corn, peanuts and bahia grass.

### **Water Conservation**

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

### **Minimum Flows and Levels Compliance**

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

### **Conditions of Issuance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?**  
[ref. 40B-2.301(2)(k)]

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

## **Standard Conditions**

1. This permit shall expire on **12/21/2019**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation and Livestock**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. All correspondence sent to the District regarding this permit must include the permit number **2-84-00186.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

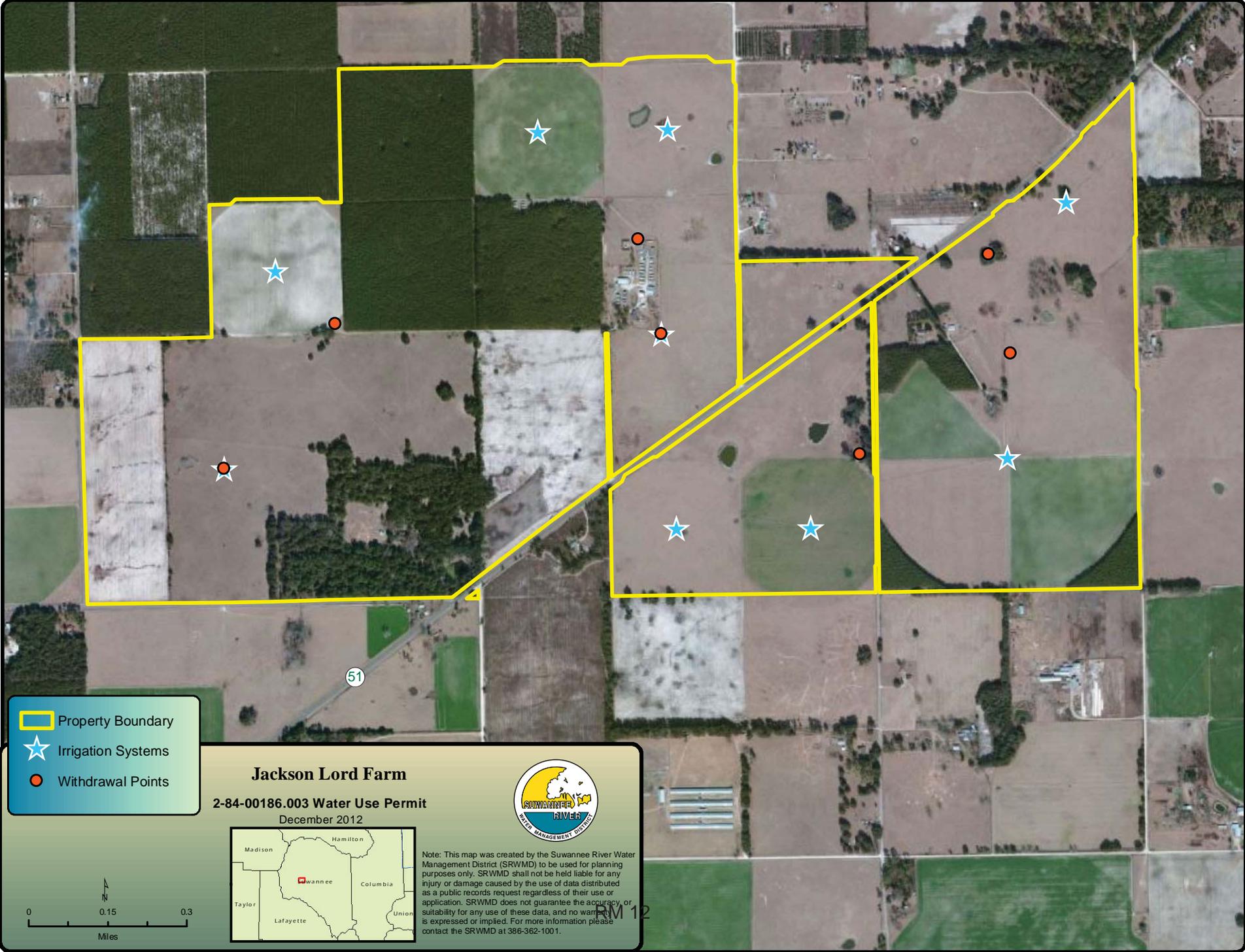
### **Special Limiting Conditions**

19. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement. This condition applies to the proposed well only.

Attachment A

2-84-00186.003  
Jackson Lord

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Active	10	600	Irrigation
Well #2	Active	10	1100	Irrigation
Well #3	Active	10	1085	Irrigation
Well #4	Active	10	1100	Irrigation
Well #5	Active	4	20	Livestock
Well #6	Active	10	1100	Irrigation
Gaskins	Proposed	10	1000	Irrigation



-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

**Jackson Lord Farm**  
 2-84-00186.003 Water Use Permit  
 December 2012



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



MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: November 26, 2012  
RE: Approval of Water Use Permit Application Number  
2-12-00069.001, Holly Hill, Dixie County

RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-12-00069.001, with eighteen standard conditions and five special limiting conditions to SanBrook, LLC, in Dixie County.**

BACKGROUND

This is a new application for 947 irrigated acres, with a withdrawal request of 1.8619 mgd. Nine wells are proposed for construction. The project is not located within a Water Resource Caution Area.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals; implementation and maintenance of conservation plans and a ten-year review of the permit.

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

/tm

November 26, 2012

Herman Sanchez, III  
SanBrook, LLC  
479 NE 446<sup>th</sup> Street  
Old Town, FL 32680

Subject: Approval of Water Use Permit Application Number  
2-12-00069.001, Holly Hill, Dixie County

Dear Mr. Sanchez:

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

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on December 11, 2012, which is open to the public.

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

Sincerely,

Tim Sagul, P. E.

TS/tm  
Division Director, Resource Management

Enclosure  
Certified Mail Receipt Number: 7010 1060 0001 1350 3752

## NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may chose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.
7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

**NOTICE OF RIGHTS**

- 9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
- 10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
- 11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

**CERTIFICATE OF SERVICE**

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

Herman Sanchez, III  
SanBrook, LLC  
479 NE 446<sup>th</sup> Street  
Old Town, FL 32680

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

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

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

**DATE:** November 26, 2012

**PROJECT:** Holly Hill

**APPLICANT:**

SanBrook, LLC  
479 NE 446<sup>th</sup> Street  
Old Town, FL 32680

**PERMIT APPLICATION NO.:** 2-12-00069.001

**DATE OF APPLICATION:** September 14, 2012

**APPLICATION COMPLETE:** September 14, 2012

**DEFAULT DATE:** December 12, 2012

**PARTNERS:**

<b>Sanchez Farms, LLC</b> 479 NE 446 <sup>th</sup> Street Old Town, FL 32680	<b>Brooks Ag Company, Inc</b> PO Box 305 Samson, AL 36477
--	---

**MANAGER/MEMBER DETAIL: Sanchez Farms, LLC**

Herman Sanchez, JR. 479 NE 446 <sup>th</sup> Street Old Town, FL 32680	<b>MGR</b>
Virginia Sanchez 479 NE 446 <sup>th</sup> Street Old Town, FL 32680	<b>MGR</b>

**MANAGER/MEMBER DETAIL: Brooks Ag Company, Inc**

Fleming Brooks PO Box 305 Samson, AL 36477	<b>President</b>
--	------------------

	<b>Previous Quantities:</b>		<b>Proposed Quantities:</b>	
<b>Average Daily Rate (ADR)</b>	-	<b>mgd</b>	<b>1.8619</b>	<b>mgd</b>

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for a new agricultural use, located within Dixie County. The permit includes eighteen standard conditions and five special limiting conditions. The permit will expire on December 11, 2032.

**Project Review Staff**

James Link, Kevin Wright, P.E., and Tim Sagul, P.E., have reviewed the application.

### **Project Location**

The withdrawal facilities are located in Township 09 South, Range 12 East, Section 24 and Township 09 South, Range 13 East, Sections 17, 19, 20, and 30 in Dixie County. The project is located within the lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins. The project area is not located in a Water Resource Caution Area.

### **Project Description**

The project area consists of approximately 1,099 acres with approximately 947 acres being irrigated using groundwater.

The water use calculations are based upon the irrigated acreages and crop types provided by SanBrook, LLC. Crops include beans, corn, oats, and peanuts. The applicant will use nine center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal is calculated as 1.8619 mgd, which equates to 26.4 inches of supplemental irrigation annually.

Nine wells are proposed within the project area. The wells will be used for irrigation. The District has not received any construction permit applications for the proposed water wells. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types, and irrigated acres. SanBrook, LLC plans to irrigate 947 acres with a three crop rotation each year. Crops include beans, corn, oats, and peanuts. SanBrook, LLC plans to begin farming potatoes in the Spring of 2013.

### **Water Conservation**

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

### **Minimum Flows and Levels Compliance**

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

### **Conditions of Issuance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Standard Conditions**

1. This permit shall expire on **12/11/2032**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. All correspondence sent to the District regarding this permit must include the permit number **2-12-00069.001**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

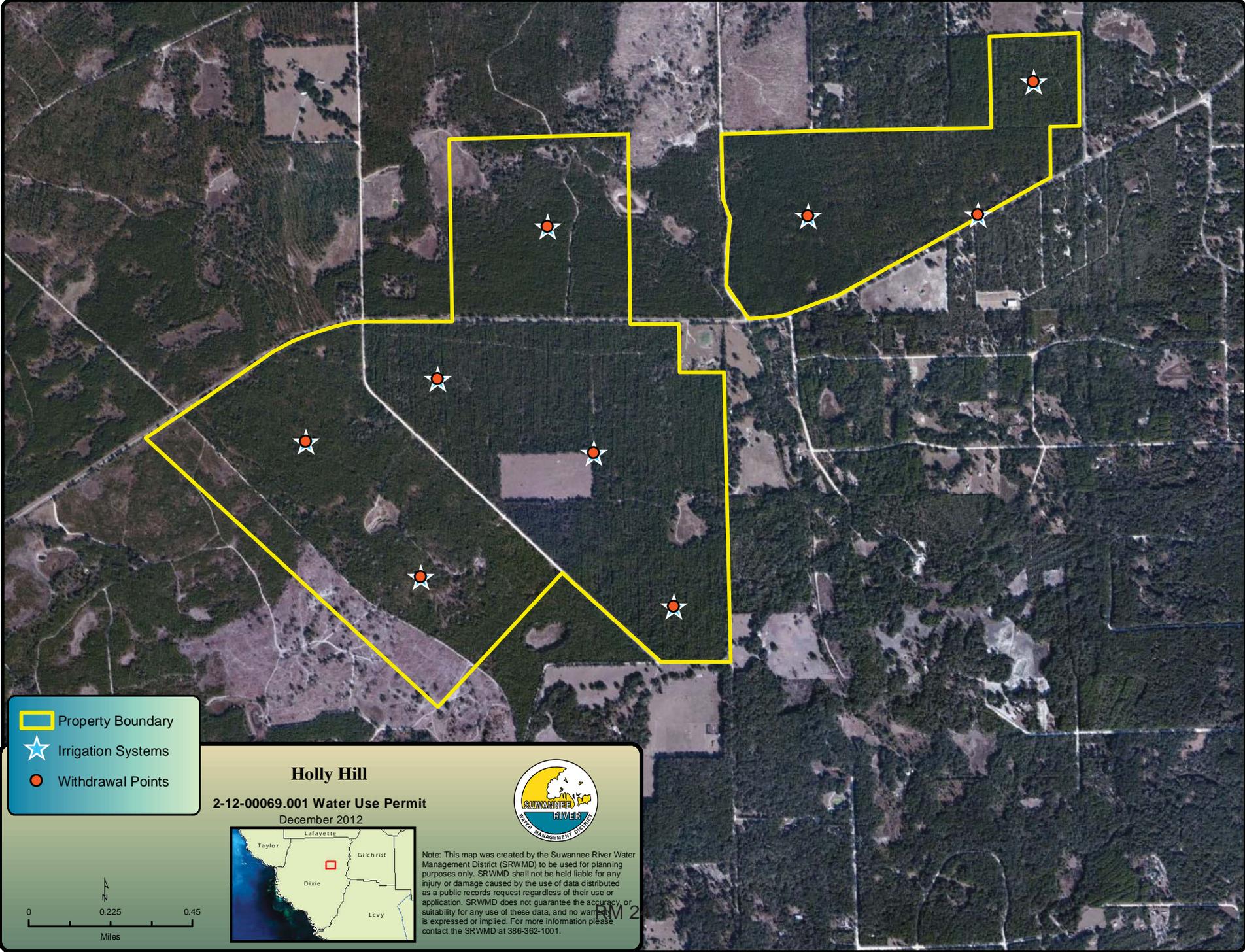
### **Special Limiting Conditions**

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. This permit and the operation will be reviewed by District staff and the Permittee during the year, 2022. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

Attachment A

2-12-00069.001  
Holly Hill

Name	Status	Diameter	Capacity (gpm)	Water Use
#1	Proposed	10	1200	Irrigation
#2	Proposed	10	1200	Irrigation
#3	Proposed	8	800	Irrigation
#4	Proposed	14	2000	Irrigation
#5	Proposed	8	800	Irrigation
#6	Proposed	10	1200	Irrigation
#7	Proposed	10	1000	Irrigation
#8	Proposed	8	800	Irrigation
#9	Proposed	8	800	Irrigation



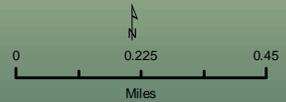
-  Property Boundary
-  Irrigation Systems
-  Withdrawal Points

### Holly Hill

2-12-00069.001 Water Use Permit  
December 2012



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



## MEMORANDUM

TO: Governing Board

FROM: Kevin Wright, P.E., Ag Team

DATE: November 28, 2012

RE: Approval to Enter Into Contracts for the 1st Quarter Department of Environmental Protection Basin Management Action Plan (BMAP) Agricultural Cost-Share Program

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into contracts for the 1<sup>st</sup> Quarter Department of Environmental Protection BMAP Agricultural Cost-Share Program with 27 applicants.**

### BACKGROUND

At the October 9<sup>th</sup> Governing Board meeting, the Governing Board authorized the Executive Director to enter into an agreement with the Department of Environmental Protection (DEP) for agricultural cost-share activities, not to exceed \$900,000 in DEP cost share funds. The activities include irrigation retrofits and fertigation within the designated areas of the BMAP for the Suwannee River and Santa Fe Rivers.

The applications for the 1<sup>st</sup> quarter were accepted between October 10, 2012 and November 2, 2012. Twenty- seven applicants were approved for the 1<sup>st</sup> Quarter DEP cost-share program. This includes 46 center pivot retrofits (19 applicants). The groundwater saved by these retrofits will be approximately 736 million gallons annually.

This funding program also includes 39 fertigation systems (23 applicants). The fertigation portion includes 26 portable systems and 13 stationary systems. It is estimated that these projects will eliminate application of approximately 680,000 pounds of nitrogen per year.

The total estimated DEP cost share funds to be dispersed this quarter is \$662,750. The total grower portion for these items will be \$69,250 or 9.5% of the cost of equipment.

Attachment A is a list of the proposed recipients, proposed funding amounts, and types of Best Management Practices (BMPs).

KW/tm  
Attachment

## Attachment A

Owner Name	Estimated DEP Cost-Share	Irrigation Retrofits	Estimated Water Savings Million gallons/year	Fertigation	Estimated Nutrient Savings lb/year
A.W. Gaylard	\$ 12,000			2	21,000
Erwin Stansel	\$ 16,625	1	16	1	21,000
Haystack Farms	\$ 25,625	1	16	3	31,500
David Corbett	\$ 36,500	4	64	1	10,500
Prine Farms	\$ 16,625	1	16	1	21,000
J. M. Holtzclaw	\$ 54,500	4	64	3	63,000
Claude Starling	\$ 9,000			1	21,000
Sammie Starling	\$ 9,000			1	21,000
Gwinn Brothers Farms	\$ 24,000			3	52,500
Folsom & Prine	\$ 39,500	4	64	1	21,000
83 Farms	\$ 48,500	4	64	2	42,000
Wilkerson Farms	\$ 22,875	3	48		
Tim Vaughn	\$ 46,875	3	48	3	52,500
Tice Farms	\$ 54,500	4	64	3	52,500
Andy Crane	\$ 16,625	1	16	1	21,000
Alliance Grazing Group	\$ 15,250	2	32		
Jason Dicks	\$ 6,000			1	10,500
Henry Terry	\$ 39,500	4	64	1	21,000
Donald Graham	\$ 15,250	2	32		
Kenith Feagle	\$ 13,625	1	16	1	10,500
Wayne Moseley	\$ 9,000			1	21,000
Inge Moseley	\$ 18,000			2	21,000
Tifanie Moseley Miller	\$ 24,000			3	63,000
Delvey Dicks	\$ 24,250	2	32	1	21,000
R. Moore Farms, Inc.	\$ 7,625	1	16		
Jack Putnal	\$ 24,250	2	32	1	21,000
L.R. Thomas	\$ 33,250	2	32	2	42,000
Total Estimated	\$ 662,750	46	736	39	680,000

## MEMORANDUM

TO: Governing Board

FROM: Kevin Wright, P.E., Ag Team

DATE: November 28, 2012

RE: Approval to Enter Into Contracts for the 1st Quarter District Agricultural Cost-Share Program

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into contracts for the 1<sup>st</sup> Quarter District Agricultural Cost-Share Program with 32 applicants.**

### BACKGROUND

At the October 9<sup>th</sup> Governing Board meeting, the Governing Board authorized \$1,500,000 for agricultural water conservation cost-share activities District wide. The activities include irrigation retrofits, water conservation technologies, and water savings pilot projects.

The applications for the 1<sup>st</sup> quarter were accepted between October 10, 2012 and November 2, 2012. Thirty-two applicants were approved for the 1<sup>st</sup> Quarter District agricultural cost-share program. This includes 11 center pivot retrofits (7 applicants), which should reduce irrigated pumpage by 176 million gallons of water annually.

This funding program also includes:

- Five subsurface drip irrigation demonstration projects (located within Columbia, Gilchrist, Hamilton, Madison, and Suwannee Counties). Subsurface drip will apply water and fertilizer to the root zone. These demonstration projects will allow other producers to learn about this new irrigation technique.
- Two center pivot swing-arm demonstrations (Madison and Hamilton Counties). Swing-arms on center pivots eliminate end guns. By eliminating end guns and using additional nozzles, the producer can maintain acreage, while reducing water waste.
- Twenty-one soil moisture probes. Soil moisture probes provide producers with information to enhance their ability to determine when to use their irrigation system. By enabling producers to understand the water available to the crop, they can make more efficient decisions with their irrigation system.
- Five weather stations. Weather stations allow growers to monitor weather parameters such as wind speed, rainfall, temperature, and humidity. These stations can be incorporated into a computer system to allow producers to make irrigation decisions remotely.

- Thirty upgrades to irrigation controller panels. New controller panels allow for fertigation/chemigation, greater control of irrigation rates, global positioning system (GPS) enabled control for end gun shut off, variable rate irrigation, and remote controlling of equipment. Many of the advanced irrigation management techniques are not compatible with older controller panels.
- Fourteen pump upgrades (reduce from high pressure to lower pressure). Many older irrigation pumps were designed to run high pressure traveling guns. This will assist in reducing the pump volume and pressure to enable greater irrigation efficiency.
- Thirty-four remote controllers/monitors for irrigation systems. Allows growers to remotely control/monitor their irrigation systems by personal computer or smart phone. With the inclusion of soil moisture sensors or weather stations, a grower can eliminate irrigation events remotely without the need to visit the field.

The total estimated District cost share funds to be dispersed this quarter is \$512,575. The total grower portion for these items will be \$247,825 or 33% of the equipment cost.

Attachment A is a list of the proposed recipients, proposed funding amounts, and best management practices.

Funds for this cost share program are included in a reserve fund in the adopted FY13 budget. Staff will request that the Governing Board amend the operational budget once the actual expenditures are known.

KW/tm  
Attachment

## Attachment A

Owner Name	Estimated District Cost-Share	Irrigation Retrofits	Soil Moisture Probe	Weather Stations	New Panel	Pump Upgrades	Subsurface Drip	Swing Arm	Remote Control
Hugh Hunter	\$ 11,625	1				1			
Erwin Stansel	\$ 4,000					1			
Haystack Farms	\$ 18,750			2	3	1			3
David Corbett	\$ 49,000				4			1	4
Jackson Farm	\$ 4,000					1			
Prine Farms	\$ 4,000					1			
J. M. Holtzclaw	\$ 450		1						
Claude Starling	\$ 450		1						
Sammie Starling	\$ 450		1						
Reid Family Partnership	\$ 7,625	1							
Gwinn Brothers Farms	\$ 7,750				1	1			1
83 Farms	\$ 8,000					1			4
Wilkerson Farms	\$ 11,250				3				3
McCook Family Farm	\$ 58,100	2	3		2		1		2
Tim Vaughn	\$ 15,250				3	1			3
North Florida Holstein	\$ 34,450		1				1		
Alliance Grazing Group	\$ 5,500				2				
Henry Terry	\$ 35,750			1			1		
Clearance Adams	\$ 10,000					2			2
Michael D. Adams	\$ 39,000					1		1	1
Preston Tyree	\$ 11,625	1				1			
Cone Farms	\$ 49,450		1		4		1		4
Dusty/Ethan Cone	\$ 16,800		4		4				4
Clevie Selph	\$ 22,950	2	1	1	2				
Jerry Herring	\$ 22,875	3							
Sam Jones	\$ 7,625	1							
Donald Graham	\$ 10,100		3	1		1			3
Kenith Feagle	\$ 4,000					1			
Wayne Moseley	\$ 34,450		1				1		
Inge Moseley	\$ 450		1						
Tifanie Moseley Miller	\$ 1,350		3						
L.R. Thomas	\$ 5,500				2				
<b>Total Estimated</b>	<b>\$ 512,575</b>	<b>11</b>	<b>21</b>	<b>5</b>	<b>30</b>	<b>14</b>	<b>5</b>	<b>2</b>	<b>34</b>

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Division Director, Resource Management

DATE: November 25, 2012

RE: Authorization to Seek Enforcement of Consent Agreement and Final Order 12-0007 and Approval of a Work Order Increase Regarding Scott McNulty, CE10-0045, Levy County

### RECOMMENDATION

#### **Staff recommends:**

**(1)The Governing Board authorize Counsel to seek enforcement of the signed Consent Agreement and Final Order 12-0007 and;**

**(2)Approve an additional \$5,000 for legal expenditures regarding Scott McNulty, CE10-0045, Levy County.**

### BACKGROUND

District staff discovered that unpermitted excavation and road construction had occurred in the Cedar Key Heights Subdivision and a portion of this work occurred in jurisdictional wetlands within Levy County right-of-way. Staff and Mr. McNulty worked through the enforcement process, ultimately with Mr. McNulty signing a Consent Agreement.

One stipulation of the Consent Agreement was for Mr. McNulty to reimburse the District \$12,841.12 for administrative costs, attorneys' fees and an assessed penalty. The money was to be sent within 10 days of rendition of the consent agreement (September 21, 2012). When the money was not received, Staff Counsel spoke with Mr. McNulty's attorney who indicated that Mr. McNulty intended to pay but did not know when this would happen. Subsequent to this conversation, staff counsel sent Mr. McNulty a letter requesting payment by November 16, 2012. To date, no payment has been received.

Mr. McNulty's environmental consultant approached the District regarding another possible land donation in lieu of payment. After review of the proposed property, neither the District nor the Cedar Key Scrub Preserve is interested in the land donation.

To date, the legal fees incurred are \$10,989.50.

Staff recommends counsel move directly to enforcement of the consent agreement and final order.

TS/rl



**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

9225 CR 49  
Live Oak, FL 32060  
TELEPHONE: 386-362-1001  
TELEPHONE: 800-226-1066  
FAX: 386-362-1056

SUWANNEE RIVER WATER MANAGEMENT DISTRICT, )  
)

Petitioner, )  
)

FILE NO. CE10-0045  
FINAL ORDER NO. 12-0007

SCOTT MCNULTY  
Respondent)

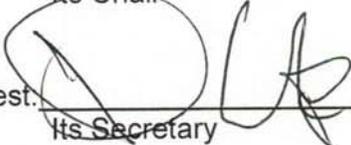
FINAL ORDER

This matter appeared before this Governing Board on September 11, 2012, to be heard on the Consent Agreement and Order signed by the Respondent and, having considered the record in this proceeding and the Consent Agreement and Order, this Board orders:

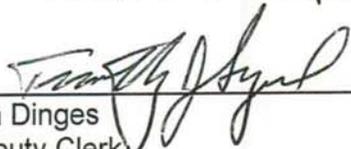
The Consent Agreement and Order received August 16, 2012, a copy of which is attached hereto and made a part hereof, is adopted as the Final Order in this proceeding and constitutes final action of this agency in this proceeding.

This order entered by the Governing Board of the Suwannee River Water Management District this 11th day of September 2012.

By:   
Its Chair

Attest:   
Its Secretary

Filed with the SRWMD District Clerk  
on this 11 day of Sept, 2012

  
for Jon Dinges  
Deputy Clerk

Copies furnished to: Bruce Robinson  
Scott McNulty  
Edith Richman

BEFORE THE GOVERNING BOARD OF THE  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT

CASE NO.: 12-1968

CE 10-0045

SUWANNEE RIVER WATER MANAGEMENT DISTRICT,

Petitioner,

vs.

SCOTT McNULTY,

Respondent.

---

FILE OF RECORD  
CONSENT AGREEMENT - CE 10-10045 – AND ORDER

This *Consent Agreement* is notice to Respondent that the Suwannee River Water Management District ("hereinafter referred to as the "District") is initiating a formal enforcement action pursuant to Chapters 120 and 373, Florida Statutes (F.S.), and Chapter 28, Florida Administrative Code (F.A.C.), to cause correction of the violations noted:

Petitioner finds the following:

FACTS

1. Respondent is Scott McNulty, 7850 SW 126<sup>th</sup> Terrace, Cedar Key, Florida 32625.
2. Petitioner is a governmental agency of the State of Florida created and empowered by Chapter 373, F.S., and pursuant to the authority therein, most particularly Chapter 373, Part IV, F.S., has adopted regulations for construction and alteration of surface water management systems in Chapters 40B-1, 40B-4 and 40B-400.

Received  
SRWMD

1 of 6

AUG 16 2012

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

3. Respondent performed unpermitted roadway construction and creation of a pond within a forested wetland on property owned by the Respondent on a parcel of land identified as Cedar Key Heights Block 83, and Levy County Right-of-Way (as attached in Exhibit "A"; which shows wetland impacts pursuant to correspondence from Rob Garren to Scott McNulty, dated July 11, 2012; and the *Specific Purpose Survey* for Scott McNulty, signed and sealed by Matthew G. Munsgard, on August 31, 2010), as recorded in the public records of Levy County, Florida.
4. Respondent performed unpermitted road and pond construction within portions of SW 126<sup>th</sup> Terrace and SW 127<sup>th</sup> Court, and in jurisdictional wetlands within the SW 77<sup>th</sup> Place right-of-way in Levy County, Florida.
5. On March 22, 2011, Respondent received a *Notice of Violation* prepared by Petitioner pursuant to Chapter 40B-4.1170, F.A.C.
6. The Respondent was informed that his activity required a permit pursuant to District rule 40B-1.702(3) and 40B-4.1040(1)(a), F.A.C., and 40B-4.2030(3), F.A.C.

#### REGULATIONS OR LAWS VIOLATED

7. Without an admission of liability, it appears conditions of Chapters 40B-1, 40B-4 and 40B-400, F.A.C., have been violated. Specifically, 40B-1.702(3) and 40B-4.1040(1)(a), F.A.C., and 40B-4.2030(3) and Section 12.1 – 12.3 of the Environmental Resource Applicant's Handbook adopted by referenced in 40B-400.091, have been violated for failure to obtain a permit for initiating a project that involved construction of roadway and a pond within wetlands.
8. The Parties, in an attempt to quickly resolve issues at dispute in this case, pursuant to Chapters 40B-1, 40B-4 and 40B-400, F.A.C., and Section 12.1 – 12.3 of the Handbook, have agreed that Respondent shall apply for a permit, failing which he shall restore the impacts to wetlands to their pre-construction condition.

#### ASSESSED PENALTY, ADMINISTRATIVE COSTS AND ATTORNEYS FEES

9. Pursuant to §120.57, F.S., the District finds and it is agreed that Respondent shall pay the following within ten (10) days:

Received  
SRWMD

AUG 16 2012

2 of 6

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

Assessed Penalty:	\$ 3,000.00
Administrative Costs:	\$ 1,364.97
Attorneys' Fees:	\$ 8,476.15
<b>TOTAL:</b>	<b><u>\$12,841.12</u></b>

In lieu of Assessed Penalty and Attorneys' Fees, Respondent proposes a land donation of fifteen (15) acres as shown in Exhibit "B."

Any sums unpaid within the time frame provided herein shall bear interest at the rate of 1.5 percent per month until paid or the District shall have the right to terminate this *Consent Agreement*. Should Respondent fail to successfully complete the actions outlined in Paragraph 10 within time frame specified within said paragraph, Respondent shall pay the Assessed Penalties and Attorneys' Fees as specified in this paragraph, and any additional Administrative Costs and Attorneys' Fees. Upon receipt of Exhibit "B", the District has thirty (30) day to evaluate and determine whether or not the donation of land is acceptable, and, if not, Respondent shall pay the assessed penalty, fees and costs.

#### REMEDIAL ACTION

10. The Parties, in an attempt to quickly resolve issues in dispute in this case, pursuant to Chapters 40B-1, 40B-4 and 40B-400, F.A.C., and Section 12.1 – 12.3 of the Handbook, have agreed that the Respondent shall, after execution of this *Consent Agreement*, complete the following activities:
  - A. No later than fifteen (15) days from the rendition of this *Order*, Respondent shall submit an Environmental Resource Permit (ERP) Application for the unpermitted pond excavation and road construction;
  - B. Timely and cooperatively provide all additional information requested by the District regarding the permit application throughout the permitting process;
  - C. Within fifteen (15) days after the approved work is completed, provide notice to the District and arrange for an inspection to determine proper completion.
  - D. Should the Respondent fail to obtain an ERP and fully comply with all of the required corrective actions, then Respondent agrees to restore impacted wetlands within Southwest 77<sup>th</sup> Place, and remove unauthorized lime rock roads back to their preconstruction condition.

Received  
SRWMD

3 of 6

AUG 16 2012

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

RM 34

11. Respondent shall not undertake any further construction on the subject property, except as authorized by District permit and this *Consent Agreement*.
12. By execution of this *Consent Agreement*, Respondent waives his rights to an administrative hearing pursuant to Section 120.57, F.S., and right of appeal pursuant to Section 120.68 or Chapter 373, F.S., with regard to the terms of this *Consent Agreement*.
13. Nothing herein shall be construed to limit the authority of the District to undertake enforcement or legal actions against Respondent in response to conditions that may present an imminent hazard to the public health, welfare or the environment.
14. Entry of this *Consent Agreement* does not relieve Respondent of the need to comply with any applicable federal, state or local laws, regulations or ordinances.
15. The terms and conditions set forth in this *Consent Agreement* may be enforced in a court of competent jurisdiction, pursuant to §120.69, F.S., and Chapter 28, F.A.C., or any other applicable rule or statute, and Respondent consents to entry of final judgment by a court of competent jurisdiction to enforce the terms of the agreement, plus attorneys' fees and costs, pursuant to §373.129, F.S., if Respondent fails to comply. Failure to comply with the terms of his *Consent Agreement* shall constitute a violation of Chapter 38, F.A.C., and the appropriate statutes.
16. Petitioner hereby expressly reserves the right to initiate appropriate administrative or legal action to prevent or prohibit future violation of applicable statutes or any rules promulgated thereunder, or to protect the public health, safety or general welfare.
17. This *Consent Agreement* is final agency action of the Suwannee River Water Management District, pursuant to §120.69, F.S., and Chapter 28, F.A.C., and it is final and effective on the date filed with the District Clerk of the Suwannee River Water Management District.
18. No modification of the terms of this *Consent Agreement* shall be effective until put in writing and executed by both Respondent and Petitioner.

Received  
SRWMD

AUG 16 2012

4 of 6

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

RM 35

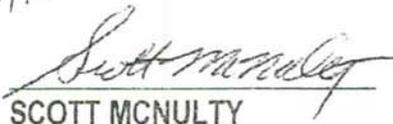
19. Respondent and the District hereby waive any and all rights and options which they have or might have to bring or maintain any such litigation or action in the federal court system of the United States, or in any United States Federal District Court. Respondent and the District hereby waive any and all rights and options which they have or might have to a trial by jury. Venue and exclusive jurisdiction for any such action shall lie and be only in the appropriate state courts of the State of Florida in and for Suwannee County, Florida. If any court action is necessary to enforce this *Consent Agreement and Order*, the prevailing party shall be entitled to their reasonable attorneys' and paralegals' fees, costs and expenses from the non-prevailing party, in addition to any other relief to which they may be entitled.

DATED this 11 day of Sept., 2012.

**RESPONDENT**

8/15/12

BY:

  
**SCOTT MCNULTY**  
7850 SW 126<sup>th</sup> Terrace  
Cedar Key, Florida 32625

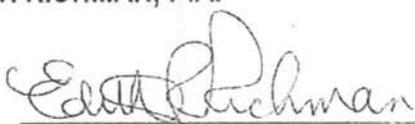
**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

BY:

  
**ANN B. SHORTELE, PH.D.**  
Executive Director  
9225 CR 49  
Live Oak, FL 32060  
Toll Free: 800-226-1066  
Telephone: 386-362-1001

**EDITH RICHMAN, P.A.**

BY:

  
**EDITH RICHMAN, ESQUIRE**  
Florida Bar No.: 339903  
Post Office Box 10  
Archer, Florida 32618  
Telephone: 352-495-9123  
Facsimile: 352-495-1400  
Email: [erichman@cox.net](mailto:erichman@cox.net)  
Attorney for Respondent

**ROBINSON, KENNON & KENDRON, P.A.**

BY:

  
**BRUCE W. ROBINSON**  
Florida Bar No.: 143796  
582 W. Duval Street  
Lake City, FL 32056-1178  
Telephone: 386-755-1334  
Facsimile: 386-755-1336  
Email: [bw@kkaattorneys.com](mailto:bw@kkaattorneys.com)  
Attorneys for Petitioner, SRWMD

Received  
SRWMD

5 of 6

AUG 16 2012

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

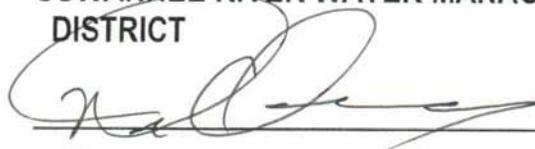
RM 36

**ORDERED**

THE PARTIES hereto having entered into the above *Consent Agreement*, it is, therefore, **ORDERED** that the terms of said *Consent Agreement* are incorporated in this *Order*, and shall become the *Order* of the Suwannee River Water Management District.

**DONE AND ORDERED** this 11 day of Sept., 2012, in Live Oak, Suwannee County, Florida.

**SUWANNEE RIVER WATER MANAGEMENT  
DISTRICT**



**Governing Board Chairman**  
9225 CR 49  
Live Oak, FL 32060  
Telephone: 386-362-1001

**Copies Furnished To:**  
Bruce W. Robinson, Esquire  
Edith Richman, Esquire

Received  
SRWMD

AUG 16 2012

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

July 11, 2012

Mr. Scott McNulty



Figure 1. Extent of wetland impacts due to road fill and excavation on the McNulty Road Project site, Levy County, as determined during field inspection of July 9, 2012.

Robert A. Garren, Ecologist

Gainesville, Florida

Scanned

SPECIFIC PURPOSE SURVEY FOR:  
SCOTT MCNULTY  
CEDAR KEY HEIGHTS SUBDIVISION  
LEVY COUNTY, FLORIDA

RECORD BOOK NO. 023827  
PAGE 85  
DATE 8-31-2010

CERTIFIED TO:  
SCOTT MCNULTY

SURVEYOR'S NOTE:  
THE PURPOSE OF THIS SURVEY WAS TO LOCATE NEWLY BLAT  
LIMEROCK ROAD.



SP000130



LEGEND	
1/4" = 100' (SEE PLAN)	1/4" = 100' (SEE PLAN)
1/8" = 50' (SEE PLAN)	1/8" = 50' (SEE PLAN)
1/16" = 25' (SEE PLAN)	1/16" = 25' (SEE PLAN)
1/32" = 12.5' (SEE PLAN)	1/32" = 12.5' (SEE PLAN)
1/64" = 6.25' (SEE PLAN)	1/64" = 6.25' (SEE PLAN)
1/128" = 3.125' (SEE PLAN)	1/128" = 3.125' (SEE PLAN)
1/256" = 1.5625' (SEE PLAN)	1/256" = 1.5625' (SEE PLAN)
1/512" = 0.78125' (SEE PLAN)	1/512" = 0.78125' (SEE PLAN)
1/1024" = 0.390625' (SEE PLAN)	1/1024" = 0.390625' (SEE PLAN)
1/2048" = 0.1953125' (SEE PLAN)	1/2048" = 0.1953125' (SEE PLAN)
1/4096" = 0.09765625' (SEE PLAN)	1/4096" = 0.09765625' (SEE PLAN)
1/8192" = 0.048828125' (SEE PLAN)	1/8192" = 0.048828125' (SEE PLAN)
1/16384" = 0.0244140625' (SEE PLAN)	1/16384" = 0.0244140625' (SEE PLAN)
1/32768" = 0.01220703125' (SEE PLAN)	1/32768" = 0.01220703125' (SEE PLAN)
1/65536" = 0.006103515625' (SEE PLAN)	1/65536" = 0.006103515625' (SEE PLAN)
1/131072" = 0.0030517578125' (SEE PLAN)	1/131072" = 0.0030517578125' (SEE PLAN)
1/262144" = 0.00152587890625' (SEE PLAN)	1/262144" = 0.00152587890625' (SEE PLAN)
1/524288" = 0.000762939453125' (SEE PLAN)	1/524288" = 0.000762939453125' (SEE PLAN)
1/1048576" = 0.0003814697265625' (SEE PLAN)	1/1048576" = 0.0003814697265625' (SEE PLAN)
1/2097152" = 0.00019073486328125' (SEE PLAN)	1/2097152" = 0.00019073486328125' (SEE PLAN)
1/4194304" = 0.000095367431640625' (SEE PLAN)	1/4194304" = 0.000095367431640625' (SEE PLAN)
1/8388608" = 0.0000476837158203125' (SEE PLAN)	1/8388608" = 0.0000476837158203125' (SEE PLAN)
1/16777216" = 0.00002384185791015625' (SEE PLAN)	1/16777216" = 0.00002384185791015625' (SEE PLAN)
1/33554432" = 0.000011920928955078125' (SEE PLAN)	1/33554432" = 0.000011920928955078125' (SEE PLAN)
1/67108864" = 0.0000059604644775390625' (SEE PLAN)	1/67108864" = 0.0000059604644775390625' (SEE PLAN)
1/134217728" = 0.00000298023223876953125' (SEE PLAN)	1/134217728" = 0.00000298023223876953125' (SEE PLAN)
1/268435456" = 0.000001490116119384765625' (SEE PLAN)	1/268435456" = 0.000001490116119384765625' (SEE PLAN)
1/536870912" = 0.0000007450580596923828125' (SEE PLAN)	1/536870912" = 0.0000007450580596923828125' (SEE PLAN)
1/1073741824" = 0.00000037252902984619140625' (SEE PLAN)	1/1073741824" = 0.00000037252902984619140625' (SEE PLAN)
1/2147483648" = 0.000000186264514923095703125' (SEE PLAN)	1/2147483648" = 0.000000186264514923095703125' (SEE PLAN)
1/4294967296" = 0.0000000931322574615478515625' (SEE PLAN)	1/4294967296" = 0.0000000931322574615478515625' (SEE PLAN)
1/8589934592" = 0.0000000465661287307739279375' (SEE PLAN)	1/8589934592" = 0.0000000465661287307739279375' (SEE PLAN)
1/17179869184" = 0.00000002328306436538696396875' (SEE PLAN)	1/17179869184" = 0.00000002328306436538696396875' (SEE PLAN)
1/34359738368" = 0.000000011641532182693481984375' (SEE PLAN)	1/34359738368" = 0.000000011641532182693481984375' (SEE PLAN)
1/68719476736" = 0.0000000058207660913467409921875' (SEE PLAN)	1/68719476736" = 0.0000000058207660913467409921875' (SEE PLAN)
1/137438953472" = 0.00000000291038304567337049609375' (SEE PLAN)	1/137438953472" = 0.00000000291038304567337049609375' (SEE PLAN)
1/274877906944" = 0.000000001455191522836685248046875' (SEE PLAN)	1/274877906944" = 0.000000001455191522836685248046875' (SEE PLAN)
1/549755813888" = 0.0000000007275957614183426240234375' (SEE PLAN)	1/549755813888" = 0.0000000007275957614183426240234375' (SEE PLAN)
1/1099511627776" = 0.00000000036379788070917131201171875' (SEE PLAN)	1/1099511627776" = 0.00000000036379788070917131201171875' (SEE PLAN)
1/2199023255552" = 0.000000000181898940354585656005859375' (SEE PLAN)	1/2199023255552" = 0.000000000181898940354585656005859375' (SEE PLAN)
1/4398046511104" = 0.0000000000909494701772928280029296875' (SEE PLAN)	1/4398046511104" = 0.0000000000909494701772928280029296875' (SEE PLAN)
1/8796093022208" = 0.00000000004547473508864641400146484375' (SEE PLAN)	1/8796093022208" = 0.00000000004547473508864641400146484375' (SEE PLAN)
1/17592186044416" = 0.000000000022737367544323207000732421875' (SEE PLAN)	1/17592186044416" = 0.000000000022737367544323207000732421875' (SEE PLAN)
1/35184372088832" = 0.0000000000113686837721616035003662109375' (SEE PLAN)	1/35184372088832" = 0.0000000000113686837721616035003662109375' (SEE PLAN)
1/70368744177664" = 0.0000000000056843418860801750018331046875' (SEE PLAN)	1/70368744177664" = 0.0000000000056843418860801750018331046875' (SEE PLAN)
1/140737488355328" = 0.00000000000284217094304008750009165234375' (SEE PLAN)	1/140737488355328" = 0.00000000000284217094304008750009165234375' (SEE PLAN)
1/281474976710656" = 0.0000000000014210854715200437500045826171875' (SEE PLAN)	1/281474976710656" = 0.0000000000014210854715200437500045826171875' (SEE PLAN)
1/562949953421312" = 0.000000000000710542735760021875000229130859375' (SEE PLAN)	1/562949953421312" = 0.000000000000710542735760021875000229130859375' (SEE PLAN)
1/1125899906842624" = 0.00000000000035527136788001093750001145654296875' (SEE PLAN)	1/1125899906842624" = 0.00000000000035527136788001093750001145654296875' (SEE PLAN)
1/2251799813685248" = 0.0000000000001776356839400054687500005728271484375' (SEE PLAN)	1/2251799813685248" = 0.0000000000001776356839400054687500005728271484375' (SEE PLAN)
1/4503599627370496" = 0.000000000000088817841970002734375000028641357421875' (SEE PLAN)	1/4503599627370496" = 0.000000000000088817841970002734375000028641357421875' (SEE PLAN)
1/9007199254740992" = 0.00000000000004440892098500136718750000143206786109375' (SEE PLAN)	1/9007199254740992" = 0.00000000000004440892098500136718750000143206786109375' (SEE PLAN)
1/18014398509481984" = 0.0000000000000222044604925006835937500000716033930546875' (SEE PLAN)	1/18014398509481984" = 0.0000000000000222044604925006835937500000716033930546875' (SEE PLAN)
1/36028797018963968" = 0.000000000000011102230246250341796875000003580169652734375' (SEE PLAN)	1/36028797018963968" = 0.000000000000011102230246250341796875000003580169652734375' (SEE PLAN)
1/72057594037927936" = 0.0000000000000055511151231251708984375000001790084826171875' (SEE PLAN)	1/72057594037927936" = 0.0000000000000055511151231251708984375000001790084826171875' (SEE PLAN)
1/14411518807585584" = 0.000000000000002775557561562585449218750000008950424130859375' (SEE PLAN)	1/14411518807585584" = 0.000000000000002775557561562585449218750000008950424130859375' (SEE PLAN)
1/28823037615171168" = 0.000000000000001387778780781292724687500000044752120654296875' (SEE PLAN)	1/28823037615171168" = 0.000000000000001387778780781292724687500000044752120654296875' (SEE PLAN)
1/57646075230342336" = 0.000000000000000693889390390646362343750000002237606032734375' (SEE PLAN)	1/57646075230342336" = 0.000000000000000693889390390646362343750000002237606032734375' (SEE PLAN)
1/115292150460684672" = 0.0000000000000003469446951953231811718750000011188030163671875' (SEE PLAN)	1/115292150460684672" = 0.0000000000000003469446951953231811718750000011188030163671875' (SEE PLAN)
1/230584300921369344" = 0.00000000000000017347234759766159058593750000055940081833930546875' (SEE PLAN)	1/230584300921369344" = 0.00000000000000017347234759766159058593750000055940081833930546875' (SEE PLAN)
1/461168601842738688" = 0.00000000000000008673617379883079529296875000002797004091669652734375' (SEE PLAN)	1/461168601842738688" = 0.00000000000000008673617379883079529296875000002797004091669652734375' (SEE PLAN)
1/922337203685477376" = 0.000000000000000043368086899415397646484375000001398502045834826171875' (SEE PLAN)	1/922337203685477376" = 0.000000000000000043368086899415397646484375000001398502045834826171875' (SEE PLAN)
1/1844674407370954752" = 0.0000000000000000216840434497076987232421875000000699251029169130859375' (SEE PLAN)	1/1844674407370954752" = 0.0000000000000000216840434497076987232421875000000699251029169130859375' (SEE PLAN)
1/3689348814741909504" = 0.00000000000000001084202172485384936162109375000000349625514545654296875' (SEE PLAN)	1/3689348814741909504" = 0.00000000000000001084202172485384936162109375000000349625514545654296875' (SEE PLAN)
1/7378697629483819008" = 0.00000000000000000542101086242692468061046875000000174812757272734375' (SEE PLAN)	1/7378697629483819008" = 0.00000000000000000542101086242692468061046875000000174812757272734375' (SEE PLAN)
1/14757395258967638016" = 0.00000000000000000271050543121346234030523437500000008740637863671875' (SEE PLAN)	1/14757395258967638016" = 0.00000000000000000271050543121346234030523437500000008740637863671875' (SEE PLAN)
1/29514790517935276032" = 0.0000000000000000013552527156067311701511718750000000437031893183930546875' (SEE PLAN)	1/29514790517935276032" = 0.0000000000000000013552527156067311701511718750000000437031893183930546875' (SEE PLAN)
1/59029581035870552064" = 0.00000000000000000067762635780336558507558593750000002185159471569652734375' (SEE PLAN)	1/59029581035870552064" = 0.00000000000000000067762635780336558507558593750000002185159471569652734375' (SEE PLAN)
1/118059162071741104128" = 0.00000000000000000033881317890168279253778296875000001092579735784826171875' (SEE PLAN)	1/118059162071741104128" = 0.00000000000000000033881317890168279253778296875000001092579735784826171875' (SEE PLAN)
1/236118324143482208256" = 0.0000000000000000001694065894508413962688937500000054628986789130859375' (SEE PLAN)	1/236118324143482208256" = 0.0000000000000000001694065894508413962688937500000054628986789130859375' (SEE PLAN)
1/472236648286964416512" = 0.00000000000000000008470329472542069813444687500000273144933945654296875' (SEE PLAN)	1/472236648286964416512" = 0.00000000000000000008470329472542069813444687500000273144933945654296875' (SEE PLAN)
1/944473296573928833024" = 0.00000000000000000004235164736271034906722343750000013657246697272734375' (SEE PLAN)	1/944473296573928833024" = 0.00000000000000000004235164736271034906722343750000013657246697272734375' (SEE PLAN)
1/1888946593147857666048" = 0.00000000000000000002117582368135517003361171875000000682862334863671875' (SEE PLAN)	1/1888946593147857666048" = 0.00000000000000000002117582368135517003361171875000000682862334863671875' (SEE PLAN)
1/3777893186295715332096" = 0.0000000000000000000105879118406775501680585937500000034143116743183930546875' (SEE PLAN)	1/3777893186295715332096" = 0.0000000000000000000105879118406775501680585937500000034143116743183930546875' (SEE PLAN)
1/7555786372591430664192" = 0.000000000000000000005293955920338775084029296875000001707155837169652734375' (SEE PLAN)	1/7555786372591430664192" = 0.000000000000000000005293955920338775084029296875000001707155837169652734375' (SEE PLAN)
1/15111572745182861328384" = 0.000000000000000000002646977960169387504201464843750000008535779185826171875' (SEE PLAN)	1/15111572745182861328384" = 0.000000000000000000002646977960169387504201464843750000008535779185826171875' (SEE PLAN)
1/30223145490365722656768" = 0.000000000000000000001323488980084693750210073242187500000426788959272734375' (SEE PLAN)	1/30223145490365722656768" = 0.000000000000000000001323488980084693750210073242187500000426788959272734375' (SEE PLAN)
1/60446290980731445313536" = 0.000000000000000000000661744490042346875010503662109375000021339447963671875' (SEE PLAN)	1/60446290980731445313536" = 0.000000000000000000000661744490042346875010503662109375000021339447963671875' (SEE PLAN)
1/120892581961462890627072" = 0.00000000000000000000033087224502117343750525183104687500001066972398183930546875' (SEE PLAN)	1/120892581961462890627072" = 0.00000000000000000000033087224502117343750525183104687500001066972398183930546875' (SEE PLAN)
1/241785163922925781254144" = 0.0000000000000000000001654361225105671875026259157296875000053348619909130859375' (SEE PLAN)	1/241785163922925781254144" = 0.0000000000000000000001654361225105671875026259157296875000053348619909130859375' (SEE PLAN)
1/483570327845851562508288" = 0.000000000000000000000082718061255283937501312957864843750000266743099545654296875' (SEE PLAN)	1/483570327845851562508288" = 0.0000000000000000000000827180612552839375013129578648437500002

*Robert A. Gomez, Ecologist  
Gainesville, Florida*



SEC: 35, TWP: 14, RNG: 13, 35-14-13  
CEDAR KEY HTS SEC A -ALL- BLOCKS 66 & 67  
OR BOOK 1168 PAGE 817

67

66

69

70

SEC: 35, TWP: 14, RNG: 13, 35-14-13 CEDAR  
KEY HTS SEC B -ALL- BLOCKS 52,68,69,70,72  
& 73 AND BLK 71 LOTS 16-20 & 40-48; BLK 77  
LOTS 1-12 & 21-34; BLK 83 LOTS 1-8 & 21-28;  
OR BK 1168 PG 817 -LESS OR BK 1259 PG 284



MEMORANDUM

TO: Governing Board  
 FROM: Tim Sagul, P.E., Division Director, Resource Management  
 DATE: November 26, 2012  
 RE: Permitting Summary Report

**Environmental Resource Permitting (ERP) Activities**

**Permit Review**

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

September 2012	Received				
ERP	NG	General	Individual	Exemption Requests	Extension Requests
	6	8	0	1	3
	Issued				
	NG	General	Individual	Exemptions Granted	Extensions Granted
	4	5	0	0	2

**Inspections and as-built certification**

The following chart shows staff activity on projects that have been permitted from January 1, 2009 to October 31, 2012.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				Oct. 2012	Oct. 2012
Exempt	54	28	26	0	0
Noticed General	536	384	152	0	0
General & Works of the District	438	257	181	0	0
Individual	56	41	15	0	0
Conceptual	4	3	1	0	0
TOTAL	1088	713	375	0	0
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 permitting activities during the month of September.

October 2012	Received		Issued
Water Use Permits	21		11
<b>Water well permits issued and received according to well use:</b>			
Abandoned/destroyed	3	Livestock	0
Agricultural Irrigation	10	Monitor	6
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	70
Landscape Irrigation	4	Drainage or injection	0
Commercial or Industrial	0	Test	0

**Rulemaking Schedule  
December 2012**

**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	6/22/12
Notice of Technical Change	8/14/12
Send to JAPC	11/21/12
Mail to DOS (tentative)	12/12
Effective Date (tentative)	1/13

**40B-2.301**

Water Use Monitoring

GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	9/11/12
Notice of Proposed Rule	9/21/12
Public Workshop	10/11/12
Send to JAPC	11/12
Mail to DOS (tentative)	12/12
Effective Date (tentative)	1/13

**40B-2.331**

Water Use Monitoring

GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	9/11/12
Notice of Proposed Rule	9/21/12
Public Workshop	10/11/12
Send to JAPC	11/12
Mail to DOS (tentative)	12/12
Effective Date (tentative)	1/13

**40B-1, 40B-4, 40B-400**

**Statewide Environmental Resource Permitting (SWERP)**

GB Rule Dev. Auth.	9/11/12
Notice of Rule Dev.	9/28/12
GB Proposed Rule Auth.	11/15/12
Notice of Proposed Rule	1/13
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-1, 40B-2, 40B-8, 40B-21**

**CUPcon**

GB Rule Dev. Auth.	5/29/12
Notice of Rule Dev.	7/20/12
GB Proposed Rule Auth.	1/13
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

## MEMORANDUM

TO: Governing Board

FROM: Ann B. Shortelle, Ph.D., Executive Director

DATE: November 28, 2012

RE: Approval of Fiscal Year 2013-2014 Preliminary Budget

### RECOMMENDATION

**Staff recommends the Governing Board approve the fiscal year 2013-2014 preliminary budget of \$14,900,868.**

### BACKGROUND

Senate Bill 1986 (2012) established 373.535, Florida Statutes, requiring water management districts to submit a preliminary budget prior to January 15 for the next fiscal year. The preliminary budget must be submitted to the President of the Senate, the Speaker of the House of Representatives, and the chairs of each legislative committee and subcommittee having substantive or fiscal jurisdiction over water management districts.

Staff has coordinated development of the preliminary budget with the Department of Environmental Protection (DEP) and the Governor's Office. DEP has established preliminary budget reporting and formatting requirements for the water management districts. Staff submitted a draft of the preliminary budget to DEP on November 27, 2012, for early review and comment.

In developing the preliminary budget, staff focused on an operational expenditure approach that will accomplish core mission strategic priorities. The preliminary budget includes reserve funds for Governing Board priorities not proposed for the operational budget. The preliminary reserve fund use schedule is the same as adopted by the Governing Board for fiscal year 2012-2013 with the exception that land acquisition funds will be included. Staff will update the reserve fund use schedule as these funds are used in the current fiscal year.

The preliminary budget revenue portfolio includes an estimated ad valorem tax revenue of \$5,368,786 by maintaining the current millage rate of 0.4143 and seeks to use state revenue for core mission priorities thus minimizing the use of district carried-forward revenue.

Revenue and expenditure summary tables follow this memorandum. These tables contain the same information presented to the Governing Board at the November 2012 workshop.

/jd

### Program and Activity Expenditure Comparison

Programs & Activities	FY2012-13 (Current Budget)	FY2013-14 (Prelim. Budget)	Difference
Water Resources Planning & Monitoring	\$7,755,083	\$6,656,984	(\$1,098,099)
Acquisition, Restoration, & Public Works	\$2,272,848	\$2,454,036	181,188
Operation & Maintenance of Lands & Works	\$2,701,117	\$2,634,764	(\$66,353)
Regulation	\$1,472,269	\$1,188,555	(\$283,714)
Outreach	\$75,000	\$255,802	180,802
District Management & Administration	\$1,825,755	\$1,710,727	(\$115,028)
<b>TOTAL</b>	<b>\$16,102,072</b>	<b>\$14,900,868</b>	<b>(\$1,201,204)</b>

### Preliminary Fiscal Year 2013-14 Revenue Budget

Revenue	Adopted 2012-13	Preliminary 2013-14	Change
Ad Valorem	\$5,200,000	\$5,368,786	\$168,786
Permit and License Fees	\$100,000	\$100,000	\$0
State Funding	\$4,696,994	\$6,135,190	\$1,438,236
Federal Funding	\$1,135,000	\$1,173,376	\$38,376
Miscellaneous	\$894,183	\$894,183	\$0
Carried Forward to Revenue	\$4,075,895	\$1,229,333	\$(2,846,602)
<b>Total Revenues</b>	<b>\$16,102,072</b>	<b>\$14,900,868</b>	<b>(\$1,201,204)</b>

## Reserve Fund Use Schedule

Designation and Core Mission	Project/Activity	Total Designated Amounts As of 9/30/2012	GASB 54 Authority for Revenue Classification and Constraint	2012-2013	2013-2014	2014-2015	2015-2016
<b>RESTRICTED</b>							
WS/WQ/FP/NS	Land Acquisition	7,250,000	External Party Funding - Trust Fund	1,250,000	2,000,000	2,000,000	2,000,000
WQ	Biological Nutrient Removal	2,000,000	External Party Funding - Legislative Appropriation	1,000,000	500,000	500,000	
<b>COMMITTED</b>							
WS/WQ/NS	Minimum Flows and Levels	6,300,000	Governing Board Resolution	1,500,000	1,200,000	2,100,000	1,500,000
WS/WQ	Agricultural Cost Share	6,000,000	Governing Board Resolution	1,500,000	1,500,000	1,500,000	1,500,000
WS/WQ	Local Government Cost Share	6,000,000	Governing Board Resolution	1,500,000	1,500,000	1,500,000	1,500,000
WS/WQ	Water Resource & Supply Projects	7,520,000	Governing Board Resolution	1,880,000	1,880,000	1,880,000	1,880,000
WQ/NS/FC	Land Management	4,800,000	Governing Board Resolution	1,200,000	1,200,000	1,200,000	1,200,000
<b>ASSIGNED UNASSIGNED</b>							
WS/WQ/FP/NS	Economic Stabilization Fund – 16.5%	2,130,000		2,130,000	2,130,000	2,130,000	2,130,000
<b>Total</b>		<b>42,000,000</b>		<b>11,960,000</b>	<b>9,780,000</b>	<b>10,680,000</b>	<b>9,580,000</b>
		Remaining Balances at Fiscal-Year End		30,040,000	20,260,000	9,580,000	0

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: November 28, 2012  
RE: District's Weekly Reports

Attached are the weekly District activity reports for the month of November.

ABS/rl  
Attachments



## Weekly Activity Report to Governing Board November 2, 2012

### *Executive/Management*

- Ann Shortelle, Megan Wetherington, Erich Marzolf, Hugh Thomas, and Joel Love attended the DEP Suwannee River BMAP Meeting. The Florida Channel (WFSU) provided coverage of the meeting in its [weekly capital update segment](#). The location of the video feed is at 12:29 minutes and it lasts about 3 minutes.
- Don Quincey, Ann Shortelle, and Steve Minnis met with representatives from Gilchrist County and ForVets, Inc. regarding Otter Springs.
- Steve Minnis met with Dixie County Commissioner Jason Holifield regarding potential cattle leasing on District-owned property.
- Al Alexander, Ann Shortelle, Jon Dinges, Steve Minnis, and the RIVER team consisting of Patrick Webster, Dale Jenkins, and Beau Willsey attended the public workshop for the RIVER cost-share program.

### *Water Supply*

- Carlos Herd and Ivey Perkins attended the NFRWSP Stakeholder Meeting.
- Ann Shortelle, Jon Dinges, John Good, Daniel Simpson, Louis Martini, Trey Grubbs, Robbie McKinney, Dale Jenkins, Clay Coarsey, Carlos Herd, Erich Marzolf, Megan Wetherington, and Kevin Wright attended a day-long MFLs retreat at Otter Springs.
- Carlos Herd, Dale Jenkins, Hugh Thomas, and Darrell Smith met with SJRWMD staff for the North Florida Regional Water Supply Plan kickoff meeting.

### *Resource Management*

- Jon Dinges participated in a teleconference with DEP and other WMD staff concerning Revisions to 62-40. 410, 412.
- Kevin Wright participated in the Permit Criteria/Conditions for Issuance teleconference with SFWMD staff.
- Tim Sagul participated in the CUPCon Compliance Monitoring/Submittals Workgroup with SJRWMD staff.

### *Ag Team/Suwannee River Partnership*

- Hugh Thomas gave Office of Ag Water Policy staff a tour of Suwannee Farms to provide education about center pivot irrigation systems and the retrofit program.
- Kevin Wright, Tim Sagul, Ann Shortelle, James Link, Jon Dinges, and Jennifer Springfield attended a meeting with Suwannee Farms and Seldom Rest regarding water use permitting.
- 50 applicants applied for the District-wide and Santa Fe Basin Fertigation and Retrofit cost-share programs by the Nov. 2 due date.

### *Water Resources*

- Megan Wetherington gave a presentation about springs and hydrologic conditions at the Advent Christian Village.
- Staff installed automated level recorders at 6 monitoring stations.

#### *Land Resources*

- Charlie Houser and Richard Rocco toured a potential conservation easement project at Shehee Lake in Jefferson County with John and Mac Finlayson.
- Charlie Houser attended the RO Ranch Board of Director's Monthly Meeting with Ray Curtis presiding.
- Charlie Houser attended the Society of American Foresters meeting in Thomasville, Ga.
- Bob Heeke met with Alachua County Environmental Protection Department staff regarding firelines at Lake Alto.
- Bill McKinstry conducted a review of the Branford Bend Scalping project, a site preparation activity for longleaf pine planting planned for this winter at Branford Bend.

#### *Communications*

- Vanessa Fultz and Ivey Perkins sent out press releases about the changes to landscape irrigations measures that took effect on Nov. 4, the District's recognition of students that created water conservation posters for the District's 40<sup>th</sup> Anniversary, and FFA students' visit to the District to hear a presentation about water resources.
- Steve Minnis participated in a radio interview with WUFT in Gainesville concerning the landscape irrigation measures.

#### *Announcements for Week of Nov. 5*

- The Nature Coast Regional Water Authority will hold a meeting on Nov. 5 at 4 p.m. in Fanning Springs.
- Water Resources for Florida Agriculture will hold its monthly manure meeting on Nov. 9 from 12-1 p.m. in Alachua.



## Weekly Activity Report to Governing Board November 9, 2012

### *Executive/Management*

- Ann Shortelle attended the North American Lake Management Society Conference where she taught a workshop and presented a paper entitled: Balancing the Water Needs of People and Natural Systems: Lessons from Florida.
- Ann Shortelle participated in the monthly DEP/SJRWMD coordination teleconference.
- Steve Minnis attended the Nature Coast Regional Water Authority Meeting in Fanning Springs.
- Steve Minnis attended in a Gilchrist Board of County Commission meeting in Trenton.

### *Water Supply*

- Carlos Herd met with SJRWMD staff to discuss the model simulation completion milestone for the NFRWSP and NFSEG water use data needs.

### *Resource Management*

- Tim Sagul and Carlos Herd participated in a CUPCon Compliance Monitoring/Submittals Workgroup online meeting.
- Jon Dinges and Tim Sagul participated in a 62-40.410 Water Supply Protection and Management teleconference with DEP.
- Jon Dinges, Tim Sagul, and Carlos Herd participated in a CUPCon Core Team teleconference.
- Kevin Wright and Carlos Herd participated in a CUPcon Permit Criteria/Conditions for Issuance teleconference.
- Jon Dinges, Tim Sagul, Jerry Bowden, and Patrick Webster met with Lake City and FDOT officials to discuss a proposed drainage project in Lake City.

### *Ag Team/Suwannee River Partnership*

- Hugh Thomas participated in an FDACS Office of Ag Water Policy MIL Field Evaluation.
- Hugh Thomas attended a Dairy Grazing Tour in Mayo.
- Hugh Thomas attended the Bradford and Levy Soil and Water Conservation Districts.

### *Water Resources*

- Erich Marzolf, Megan Wetherington, Carlos Herd, Jon Dinges, John Good, Daniel Simpson, and Robbie McKinney along with DEP and SJRWMD staff participated in an Adjusted Historical Flows Meeting/Teleconference.
- Erich Marzolf, Charlie Houser, and Beau Willsey participated in a tour of the Bell Springs restoration project.
- Erich Marzolf, Trey Grubbs from SRWMD and Warren Zwanka, Doug Durden and David Hornsby from SJRWMD participated in tour of significant SRWMD karst features to discuss how to model them.

### *Land Resources*

- Wildlands Fire Services, supervised by Scott Gregor, completed prescribed burning on 300 acres of the Steinhatchee Springs Tract.
- Bill McKinstry conducted timber sale monitoring and inventory at Goose Pasture.
- Edwin McCook attended the quarterly meeting of the Suwannee River Wilderness Trail Working Group

### *Communications*

- Communications staff sent out press releases about the new Governing Board member and the MFLs trip on the Wacissa River.

### *Announcements for Week of November 12*

- The Surplus Lands Committee will hold its regularly scheduled meeting on Nov. 13 at 1 p.m.
- The Governing Board meeting will be held on Nov. 15 in Perry at 9 a.m. A tour of Buckeye will follow at 1:30 p.m.
- The Governing Board workshop will be held on Nov. 16 in Steinhatchee at 8 a.m.

## Weekly Activity Report to Governing Board November 16, 2012

### *Executive/Management*

- Ann Shortelle, Erich Marzolf and Megan Wetherington gave a presentation to the Town of White Springs Council.
- Ann Shortelle and Jon Dinges met with new Governing Board Member Gary Jones in Branford.
- Steve Minnis participated on the Department of Economic Opportunity conference call.
- Jon Dinges participated on the bi-weekly DEP/WMD conference call.

### *Water Supply*

- Carl Meece, Carlos Herd and Dale Jenkins attended the Upper Floridan Aquifer Recharge Concepts project meeting.

### *Resource Management*

- Tim Sagul and Kevin Wright participated in a CUPcon Compliance Monitoring/Submittals Workgroup.
- Brian Kauffman gave a presentation to the Steinhatchee Garden Club.
- James Link participated in two monthly conference calls with representatives from NFWMD and FEMA regarding ongoing FEMA contracts.

### *Ag Team/Suwannee River Partnership*

- Kevin Wright participated in CUPcon Agricultural Irrigation Water Demand Modeling teleconference.
- Hugh Thomas participated in a discussion of septic tanks and MFLs with the Santa Fe Springs Work Group at Oleno State Park.
- Hugh Thomas and Kevin Wright participated in a SRP meeting in Live Oak.

### *Water Resources*

- Glenn Horvath, Paul Buchanan, David Jenness and Bebe Willis attended a Regional GIS conference in Tallahassee.

### *Land Resources*

- Ann Shortelle met with environmental groups and DEP regarding the Ellaville tract.
- Bob Heeke attended a quarterly meeting for land managers in Tallahassee.

*Communications*

- Communications staff sent out press releases about the Nutrients for Life project; SRWMD recycles water, and now paper products; and SRWMD recognizes Tim Sagul for 10 years of service.

*Announcements for Week of November 12*

- 2013 Legislative Organizational Session will be on Nov 20 in Tallahassee.
- District Offices closed for Thanksgiving Holiday on Nov 22 and 23.



## Weekly Activity Report to Governing Board November 23, 2012

### *Executive/Management*

- Ann Shortelle attended the Agency Heads Meeting with the Governor.
- Steve Minnis attended the 2014 Legislative Organizational Session.

### *Resource Management*

- Kevin Wright participated in Agricultural Irrigation Water Demand Modeling teleconference with CUPcon.
- Leroy Marshall, Pat Webster, Tim Sagul, Gloria Hancock and Brian Kauffman along with NFWFMD staff attended a training session at the District's Headquarters regarding the SJRWMD e-permitting program.

### *Ag Team/Suwannee River Partnership*

- Ann Shortelle attended the IFAS and Suwannee River Partnership needs assessment
- Kevin Wright and Carlos Herd participated in a CUPcon Conservation Work Group to discuss BMP's, conservation plans, Public Water Supply water loss language and rules.
- Kevin Wright attended an IFAS drip irrigation training course at the Suwannee Valley Agricultural Extension Center in Suwannee County.

### *Water Resources*

- Ann Shortelle, Jon Dinges, Steve Minnis, Erich Marzolf, Carlos Herd, Tim Sagul, Charlie Houser, Megan Wetherington, Trey Grubbs, Patrick Webster, Louis Mantini, Bob Heeke and Dale Jenkins attended a presentation by the Florida Geological Survey on springshed delineation.

### *Land Resources*

- Charlie Houser conducted an inspection of Lake Alto & Santa Fe Swamps.

### *Communications*

- Communications staff sent out press releases about springshed delineation.

### *Announcements for Week of November 26-30*

- IFAS and Suwannee River Partnership Research Needs Meeting at District Headquarters Nov 28.
- North Florida Utility Coordination Group Meeting in Palatka Nov 29.



### *Executive/Management*

- Ann Shortelle participated on a panel discussion for Water Summit 2030 and gave a paper on the North Florida Regional Water Supply Partnership at the Florida Section of the American Water Works Association fall conference in Orlando where they discussed Urban and Agricultural Water Policies for a Growing Florida.

### *Water Supply*

- Ann Shortelle, Jon Dinges and Carlos Herd attended the North Florida Utility Coordination Group at the St. Johns Water Management District Headquarters.
- Dale Jenkins attended the Clay-Putnam aquifer replenishment implementation work group meeting at the St. Johns Water Management District Headquarters.

### *Resource Management*

- Ann Shortelle, Hugh Thomas and Kevin Wright attended a Holstein tour in Bell to observe the installation of a sub-surface drip irrigation system.
- Pat Webster attended a meeting at FDOT in Lake City to discuss their proposed 5-year Work Program for FY 2013 to 2018.
- Pat Webster and Jerry Bowden attended a meeting at the District with Florida Rural Water Association to discuss their role in the RIVER cooperative funding program.
- Leroy Marshall attended the ACOE Silver Jackets meeting in Orlando with representatives from the water management districts, state agencies and federal agencies to discuss coordination efforts for the High Water Mark Team to establish a statewide flooding database.
- Leroy Marshall participated on the Workforce Florida Water Technical Work Group panel at the Florida Section of the American Water Works Association fall conference in Orlando.

### *Ag Team/Suwannee River Partnership*

- Applications for the second round of cost-share funding have begun and have a deadline of January 4<sup>th</sup>.
- Don Quincey, Ann Shortelle, Jon Dinges, Erich Marzolf, Carlos Herd, Kevin Wright and Hugh Thomas attended a SRP/ IFAS applied research meeting at the District.

### *Water Resources*

- Megan Wetherington and Earl Keel met with SJRWMD and SWFWMD to review equipment and field data collection in order to optimize purchasing and software development efforts.
- SJRWMD staff assisted Megan Wetherington with the installation of their software that calculates groundwater statistics in order to create consistency in data reporting to FDEP.

### *Land Resources*

- Bob Heeke and Pat Webster met with FWC to discuss the Bell Springs Survey.
- Edwin McCook mapped EM-GPS trails for the White Springs Tract
- Ann Shortelle, Tom Reeves, Charlie Houder, and Bill McKinstry continued to work with Fish and Wildlife Conservation Commission and the Department of Environmental Protection regarding the relocation of gopher tortoises from the Ellaville Tract.

### *Communications*

- Ann Shortelle conducted a radio interview with WJTK in Lake City.
- Steve Minnis spoke with a reporter from the Tallahassee Democrat regarding the City of Perry and Buckeye reclaimed water project.
- Steve Minnis spoke with a reporter from the Lake City Reporter regarding Tropical Storm Debby flooding issues in Columbia County.
- Communications staff sent out press releases about the North Florida Regional Water Supply Partnership stakeholder committee and the SRWMD LiDAR mapping efforts.

### *Announcements for Week of December 3-7*

- Interim Legislative Committee Week in Tallahassee Nov 3 – 7
- Executive Directors with their Governing Board Chairs and DEP quarterly face-to-face meeting in West Palm Beach Dec 4 – 5
- Commissioner Putnam Agricultural Water Council Meeting in Gainesville Dec 7
- Suwannee River Partnership Strategic Planning in Live Oak Dec 3