

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

OPEN TO THE PUBLIC

January 8, 2013
9:00 a.m.

PCS Phosphate Conference Center
White Springs, Florida

1. Call to Order
2. Roll Call
3. Additions, Deletions, or Changes to the Agenda
 - Addition – Resource Management**
 - Authorization to Enter into a Memorandum of Understanding with the Florida Fish & Wildlife Commission (FWC) on the Bell Springs Restoration Project and Approval of Resolution 2012-74
 - Deletion – Land Resources**
 - Authorization to Enter into a Lease with Florida Gateway College for Ecological Studies on the Lake City Wellfield Tract in Columbia County
4. Action Items
Approval of Agenda
5. Items Recommended on Consent
 - Agenda Item 7- Approval of Minutes
 - Agenda Item 9 - Approval of November 2012 Financial Report
 - Agenda Item 10 - Declaration of Surplus Property and Disposition
 - Agenda Item 15 - Denial Without Prejudice of Works of the District Permit Application Number12-0083M, Robert Adams District Floodway Project, Suwannee County
6. Approval of Recommended Consent Items
7. Approval of Minutes – December 11, 2012 Governing Board Meeting Workshop Minutes - **Consent**
8. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
 - B. Cooperating Agencies and Organizations
 - C. Public Comment

DIVISION OF ADMINISTRATIVE SERVICES
Joe Flanagan, Director

Action Items

- AS Page 1 9. Approval of November Financial Report - **Consent**
- AS Page 4 10. Declaration of Surplus Property and Disposition - **Consent**

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

Action Items

- LR Page 1 11. ~~Authorization to Enter into a Lease with Florida Gateway College for Ecological Studies on the Lake City Wellfield Tract in Columbia County~~
- Deleted
- LR Page 16 12. License to Cut Timber with Harley Forest Productions, LLC for the Steinhatchee Rise #1 Timber Sale

Informational Item

- LR Page 18 13. Land Resources Activity Summary

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

Action Items - None

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

Action Items – None

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

Action Items

- RM Page 1 14. Denial of Motion for Extension of Time to Request Chapter 120 Hearing and Notice of Intent to Pursue Resolution under Section 70.51, Florida Statutes in the Matter of *SRWMD v. Rodney O. Tompkins, Trustee, and Rodney Tompkins*, CE11-0001, Gilchrist County
- RM Page 5 15. Denial Without Prejudice of Works of the District Permit Application Number 12-0083M, Robert Adams District Floodway Project, Suwannee County – **Consent**
- RM Page 11 16. ***Public Hearing*** and Authorization to Publish Notice of Change and File Amendments to 40B-2.301 and 40B-2.331, F.A.C.
- RM Page 14 17. Authorization to Contract for Mobile Irrigation Lab (MIL) Services

RM Page 15 18. Authorization to Amend Suwannee River Partnership Cooperative Conservation Technician Services

SUP Page 1 **Public Hearing** and Authorization to Enter into a Memorandum of Understanding with the Florida Fish & Wildlife Commission (FWC) on the Bell Springs Restoration Project and Approval of Resolution 2012-74 Declaring the Bell Springs Restoration Project in Columbia County as an Environmental Restoration and Enhancement Project

RM Page 16 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

EO Page 1 Informational Items
21. **Public Hearing** on Update of the 2013 Florida Forever Work Plan

EO Page 2 22. **Public Hearing** on Fiscal Year 2014-2018 Strategic Plan

EO Page 3 23. District's Weekly Activity Reports

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

February 12, 2013 9:00 a.m. Board Meeting
Workshop

March 12, 2013 9:00 a.m. Board Meeting
Workshop

April 9, 2013 9:00 a.m. Board Meeting
Workshop

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

25. 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.

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

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

9:00 a.m., Tuesday
December 11, 2012

District Headquarters
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
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

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

Staff:

Position	Name	Present	Not Present
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	Charlie Houder	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
Bob Heeke, SRWMD
Rhonda Scott, SRWMD
Paul Still, Bradford Soil & Water, Starke
Roland Garcia, Tallahassee
Steven Gladden, Trenton
Barney & Renate Cannon, Chiefland
James Cornett, Cornett's Spirit of the Suwannee, Live Oak
Charles Shinn, Florida Farm Bureau Federation, Gainesville
Annette Long, Save Our Suwannee, Inc., Chiefland
Merrilee Malwitz-Jipson, Our Santa Fe River, Inc., Ft. White
Jordan Gaylord, Branford FFA, Branford
Taylor Randell, Branford FFA, Branford
Scott McNulty, Cedar Key

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

Agenda Item No. 3 - Additions, Deletions, or Changes to the Agenda.

Additions:

- **Land Resources Division** – Ellaville/Damascus Peanut Company Exchange
- **Water Resources Division** - Authorization to Amend Contract with Water & Air Research, Inc. for Surfacewater Quality, Biological Sampling, and Laboratory Analysis, Contract Number 10/11-003

Update:

- **Executive Office** - Agenda Item 21 - Approval of Fiscal Year 2013-2014 Preliminary Budget

Agenda Item No. 4 – Approval of Agenda.

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

Agenda Item No. 5 – Consent Agenda.

- Agenda Item 7 – Approval of Minutes
- Agenda Item 9 - Approval of October 2012 Financial Report

Agenda Item No. 6 – Approval of Recommended Consent Items.

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

Agenda Item No. 7– November 15, 2012 Governing Board Meeting and November 16, 2012 Workshop Minutes. Approved on consent.

Agenda Item No. 8 - Items of General Interest for Information/Cooperating Agencies and Organizations.

- Dr. Ann Shortelle, Executive Director, recognized Robin Lamm, Executive Office Business Resource Specialist, for ten years of service with the District.
- A presentation of the Hydrologic Conditions was given by Megan Wetherington, Senior Professional Engineer.
- Taylor Randell and Jordan Gaylord of the Branford FFA Chapter gave an update on projects in the Branford Bend and thanked the Governing Board for their support.
- Merrilee Malwitz-Jipso, Our Santa Fe River, Inc., spoke in opposition to injecting wastewater into the Floridian Aquifer.
- Paul Still, Bradford Soil & Water, discussed his concerns with the Akins recharge project.
- Charles Shinn, Florida Farm Bureau Federation, discussed the Ellaville/Damascus Peanut Company Tract Exchange.
- Annette Long, Save Our Suwannee, Inc., requested additional information on Resource Management's Agenda Item Number 26.

DIVISION OF ADMINISTRATIVE SERVICES

Agenda Item No. 9 – Approval of October 2012 Financial Report. Approved on consent.

DIVISION OF LAND RESOURCES

Agenda Item No. 10 – Approval of Resolution 2012-72 Authorizing Sale of the Bay Creek North Surplus Parcel in Columbia County. Charles Houder, Division Director, presented the staff recommendation for 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, as shown in the Board materials.

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

Emergency Agenda Item– Authorization for the Executive Director to amend the exchange agreement to extend the closing date, and if necessary, to accept a superior offer from a potential third party at a price determined by the Governing Board. Mr. Houder presented the staff recommendation to authorize the Executive Director to amend the exchange agreement to extend the closing date, and if necessary, to accept a superior offer from a potential third party at a price determined by the Governing Board.

MR. MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE EXCHANGE AGREEMENT TO EXTEND THE CLOSING DATE, AND IF NECESSARY, TO ACCEPT A SUPERIOR OFFER FROM A POTENTIAL THIRD PARTY AT A PRICE DETERMINED BY THE GOVERNING BOARD. THE MOTION WAS SECONDED BY DR. MR. JONES.

Discussion occurred.

MR. MEECE WITHDREW HIS MOTION.

The Governing Board instructed staff to set an emergency Governing Board meeting to be held at 1:00 p.m. on Friday, December 14, 2012, prior to the scheduled closing, for discussion and possible action upon the Ellaville/Damascus Peanut land exchange.

Agenda Item No. 11– 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. 12 – North Florida Regional Water Supply Partnership Facilitation Cost- share Agreement with St. Johns River Water Management District. Carlos Herd, Water Supply Division Director, presented the staff recommendation to 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, as shown in the Board materials.

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

DIVISION OF WATER RESOURCES

Agenda Item No. 13 – Contract with the U.S. Geological Survey (USGS) for LiDAR Data and Quality Control Services. Erich Marzolf, Ph.D., Water Resources Division Director, presented the staff recommendation to 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, as shown in the Board materials.

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

Emergency Agenda Item– Authorization to Amend Contract with Water & Air Research, Inc. for Surfacewater Quality, Biological Sampling, and Laboratory Analysis, Contract Number 10/11-003.

Mr. Marzolf presented the staff recommendation to authorize the Executive Director to increase the existing contract with Water & Air Research, Inc., (#10/11-003) for \$275,800 for surfacewater quality and biological sampling and laboratory analysis.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO INCREASE THE EXISTING CONTRACT WITH WATER & AIR RESEARCH, INC., (#10/11-003) FOR \$275,800 FOR SURFACEWATER QUALITY AND BIOLOGICAL SAMPLING AND LABORATORY ANALYSIS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No 14-- Approval of Water Use Permit Application Number 2-84-00186.003, Jackson Lord, Suwannee County. Kevin Wright, Agriculture Team Program Leader, presented the staff recommendation for approval of Water Use Permit number 2-84-00186.003, with eighteen standard conditions and three special limiting conditions to Sidney & Jackson Lord, in Suwannee County, as shown in the Board materials.

Dr. Cole discussed the striking of the last sentence in the special limiting conditions number 21 on RM Page 10 which reads *"This condition applies to the proposed well only."*

Steve Gladden thanked Dr. Cole for the modification and discussed his concerns with permitting decisions being based on old data provided by IFAS.

DR. COLE MADE A MOTION TO 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, WITH THE STRIKING OF THE LAST SENTENCE IN THE SPECIAL LIMITING CONDITIONS NUMBER 21 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, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 15-- Approval of Water Use Permit Application Number 2-12-00069.001, Holly Hill, Dixie County. Mr. Wright presented the staff recommendation for approval of Water Use Permit number 2-12-00069.001, with eighteen standard conditions and five special limiting conditions to

SanBrook, LLC, in Dixie County, as provided in the updated board materials that provide a modification to the special limiting conditions to provide new language stating that they may not cultivate the wetlands without further environmental permitting.

MRS. JOHNS MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-12-00069.001, WITH EIGHTEEN STANDARD CONDITIONS AND THE UPDATED FIVE SPECIAL LIMITING CONDITIONS TO SANBROOK, LLC, IN DIXIE COUNTY, MR. JONES SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 16-- Approval to Enter Into Contracts for the 1st Quarter Department of Environmental Protection Agriculture Cost Share Program. Mr. Wright presented the staff recommendation to authorize the Executive Director to enter into contracts for the 1st quarter Department of Environmental Protection BMAP Agricultural Cost-Share Program with 27 applicants, as shown in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR THE 1ST QUARTER DEPARTMENT OF ENVIRONMENTAL PROTECTION BMAP AGRICULTURAL COST-SHARE PROGRAM WITH 27 APPLICANTS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 17-- Approval to Enter Into Contracts for the 1st Quarter District Agricultural Cost Share Program. Mr. Wright presented the staff recommendation to authorize the Executive Director to enter into contracts for the 1st Quarter District Agricultural Cost-Share Program with 32 applicants, as shown in the Board materials.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR THE 1ST QUARTER DISTRICT AGRICULTURAL COST-SHARE PROGRAM WITH 32 APPLICANTS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No 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. Tim Sagul, Division Director, presented the staff recommendation for the Governing Board to authorize Counsel to seek enforcement of the signed Consent Agreement and Final Order 12-0007 and; approve an additional \$5,000 for legal expenditures regarding Scott McNulty, CE10-0045, Levy County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE COUNSEL TO SEEK ENFORCEMENT OF THE SIGNED CONSENT AGREEMENT AND FINAL ORDER 12-0007 AND; APPROVE AN ADDITIONAL \$5,000 FOR LEGAL EXPENDITURES REGARDING SCOTT MCNULTY, CE10-0045, LEVY COUNTY. THE MOTION WAS SECONDED BY MR. MEECE.

Scott McNulty gave explanation for the events that took place that brought him to the signing of the consent agreement.

Discussion and questions by the Governing Board occurred. After discussion the Governing Board instructed staff to bring the item back for consideration in February 2013.

MR. CURTIS TABLED HIS ORIGINAL MOTION, MRS. JOHNS SECONDED. UPON VOTE OF THE GOVERNING BOARD, THE MOTION WAS TABLED UNTIL FEBRUARY 2013. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, MEECE, WILLIAMS AND QUINCEY.)

Agenda Item No. 19 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 20 – 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. 21 -- Approval of Fiscal Year 2013-2014 Preliminary Budget (updated). Jon Dinges, Assistant Executive Director presented the staff recommendation for approval of the Fiscal Year 2013-2014 preliminary budget of \$14,900,866, as shown in the updated board materials.

Agenda Item No.22- District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Mr. Reeves suggested that the Governing Board consider the continuance of the December 11, 2012 Governing Board meeting on Friday, December 14, 2012 at 1:00 p.m., prior to the scheduled closing, for discussion and possible action upon the Ellaville/Damascus Peanut land exchange.

MR. CURTIS MADE A MOTION FOR CONTINUANCE OF THE DECEMBER 11, 2012 GOVERNING BOARD MEETING ON DECEMBER 14, 2012 AT 1:00 P.M. MRS. JOHNS SECONDED THE MOTION. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

The December 11, 2012 Governing Board Meeting was reconvened on December 14, 2012 at 1:00 p.m.

Governing Board Present:

Seat	Name	Office	Present	Not Present
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	

****Present by Telephone Conferencing.**

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
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:
 None

DIVISION OF LAND RESOURCES

Agenda Item No. 3– Discussion and Possible Action Upon the Ellaville/Damascus Peanut Land Exchange.

Chairman Quincey discussed the request made by Damascus Peanut Company to extend the contract closing date on the Ellaville/Damascus Peanut Land Exchange to January 23, 2013.

MR. CURTIS MADE A MOTION TO MODIFY THE CONTRACT WITH RICH PROPERTY AND INVESTMENT GROUP, INC. TO EXTEND THE CLOSING DATE TO JANUARY 23, 2013 AND TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDED AGREEMENT. DR. COLE SECONDED THE MOTION. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, MEECE, WILLIAMS AND QUINCEY.)

General Counsel, George Reeves, recommended that staff set and notice a Governing Board teleconference meeting for January 23, 2013 at 1:00 p.m. to allow for discussion and possible action on any issues that may arise.

Discussion occurred.

Meeting adjourned at 1:20 p.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.

1:08 p.m., Tuesday
December 11, 2012

District Headquarters
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
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

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

Staff:

Position	Name	Present	Not Present
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	Charlie Houder	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:

Paul Still, Bradford Soil & Water, Starke
Steven Gladden, Trenton
Barney & Renate Cannon, Chiefland
Annette Long, Save Our Suwannee, Inc., Chiefland
Merrilee Malwitz-Jipson, Our Santa Fe River, Inc., Ft. White
Fatih Goran, Jones Edmunds, Gainesville

Carlos Herd, Water Supply Division Director, gave an update on the North Florida Aquifer Recharge concepts projects and discussed staff's evaluation and response to St. Johns River Water Management District's request for an interdistrict surfacewater diversion of between the Upper Santa Fe River and Etonia Creek basins.

At the request of Dr. Cole, Charlie Houser, Land Resources Division Director, reported on the status of the proposed exchange with Aucilla Land Partners, LLC. As per DEP guidelines, the proposal was forwarded to the Division of State Lands for review prior to any consideration by the Governing Board. Mr. Houser reported that DEP staff has requested that the District solicit comments from several specific environmental organizations and submit their responses to DEP for consideration as part of its review. After discussion by Board members, Mr. Houser stated that staff will continue to work with DEP staff on this issue.

Jon Wood, Network and systems Manager, gave a brief I-Pad refresher and training presentation.

The workshop adjourned at 2:16 p.m.

MEMORANDUM

TO: Governing Board

FROM: Joe Flanagan, Director, Division of Administrative Services

DATE: December 19, 2012

RE: Approval of November 2012 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the November 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
enclosure

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending November 30, 2012
(Unaudited)**

	Current Budget	Actuals Through 11/30/2012	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 530,649	\$ (4,669,351)	10%
Intergovernmental Revenues	5,853,594	(23,379)	(5,876,973)	0%
Interest on Invested Funds	158,000	147,582	(10,418)	93%
License and Permit Fees	100,000	19,675	(80,325)	20%
Other	714,583	303,940	(410,643)	43%
Fund Balance	4,075,895	441,853	(3,634,042)	11%
Total Sources	\$ 16,102,072	\$ 1,420,320	\$ (14,681,752)	9%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 7,755,083	\$ 613,515		\$ 7,141,568	8%	8%
Acquisition, Restoration and Public Works	2,272,848	243,869		\$ 2,028,979	11%	11%
Operation and Maintenance of Lands and Works	2,701,117	231,733	1,150	\$ 2,468,234	9%	9%
Regulation	1,472,269	205,526		\$ 1,266,743	14%	14%
Outreach	75,000	25,767		\$ 49,233	34%	34%
Management and Administration	1,825,755	99,910		\$ 1,725,845	5%	5%
Total Uses	\$ 16,102,072	\$ 1,420,320	\$ 1,150	\$ 14,680,602	9%	9%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of Nov 30, 2013, and covers the interim period since the most recent audited financial statements.

CASH ACCOUNT RECAP
NOVEMBER 2012

ACCOUNT TITLE	MONTHLY INTEREST	INTEREST RATE %	CLOSING BALANCE
Bank of America Permit Fee	\$0.00	0.00%	\$20,457.97
First Federal Permit Fee	\$1.17	0.30%	\$4,996.87
First Federal Depository	\$131.32	0.30%	\$260,948.67
SPIA	\$61,899.15	1.78%	\$41,758,155.88
SBA Fund A	\$6.16	0.28%	\$29,008.68
SBA Fund B	\$0.00	0%	\$714,128.82
<u>Certificate of Deposit-RO Ranch</u>	<u>\$0.00</u>	<u>N/A</u>	<u>\$0.00</u>
 TOTALS - ALL ACCOUNTS	 \$62,037.80		 \$42,787,696.89

MEMORANDUM

TO: Governing Board
FROM: Joe Flanagan, Director, Division of Administrative Services
DATE: December 19, 2012
RE: Declaration of Surplus Property and Disposition

RECOMMENDATION

District staff recommends the Governing Board declare the following list of property items as surplus and authorize staff to dispose of these property items in the most cost-effective means as determined by the District and authorized by Chapter 274, Florida Statutes.

BACKGROUND

Due to several factors, which include changes in technology, equipment compatibility concerns, high maintenance cost, and wear and tear over time, various property items that are owned by the District become functionally obsolete each year. The Florida Statutes recognize that property items do become functionally obsolete and provide a process of declaring property items as surplus and for the disposition of the surplus property.

As provided by Florida Statutes, staff recommends the Governing Board declare the attached list of property items to be surplus property and authorize staff to dispose of these surplus property items by outsourcing the bidding process to A1 Assets, Inc., a state recognized company.

Outsourcing the bidding process will maximize our revenues without any out-of-pocket expense to the District. A1 Assets will pickup, transport, and store all items identified as surplus until items are auctioned or recycled. The company provides free advertising, packing, and shipping of our marketable items to the consumer. They have a web-based system enabling us to track our inventory in real-time over the internet. All sales are recorded, granting us full disclosure of each item's final destination.

A1 Assets ensures that all sensitive data is wiped from hard drives using a DOD, HIPPA compliant, and FBI certified software program. All property tags are removed from inventory to maintain confidentiality. In the case that any computer or electronic items are not sold, A1 Assets is recognized by the State of Florida Department of Environmental Protection to properly recycle equipment.

gal

Recommendation for Surplus Property

Asset No.	Description	Quantity	Year Purchased	Purchase Price
2211	HP LASERJET 5si printer	1	1996	\$5,013
2348	HP LASERJET 5si printer	1	1998	\$4,069
2347	ACCUPRINT CARD	1	1998	\$1,550
2799	Siemens Hi-Path Phone Sys	1	2004	\$68,668
2267	4-8GB/4MM TAPE DRIVE	1	1997	\$1,180
2806	SUN TAPE BACKUP UNIT	1	2004	\$5,749
2661	SUN FIRE V120 SERVER	1	2002	\$3,717
3014	DELL POWEREDGE 860 Server	1	2007	\$1,963
2894	SIEMENS SLA24 CARD	1	2005	\$1,870
2884	FIRE PUMP SKID	1	2005	\$5,575

MEMORANDUM

TO: Governing Board

FROM: Charles H. Houder III, Director, Division of Land Resources.

DATE: December 19, 2012

RE: Approval and Execution of a lease with Florida Gateway College for Ecological Studies on the Lake City Wellfield Tract in Columbia County.

RECOMMENDATION

Staff recommends approval and execution of a 50-year lease with Florida Gateway College on 16.25 acres of property in the Lake City Wellfield.

BACKGROUND

In May of 2001, the District purchased from Plum Creek Timberlands the 1,117 acre Lake City Wellfield for protection of water supply. In April 2004, the Governing Board leased a portion of its Lake City Wellfield property to the City of Lake City. This property is being used for the City's public supply water wells and water treatment plant infrastructure needs.

During the March 2012 Governing Board meeting held at Florida Gateway College, the College informally made this request for lands for ecological, nature and interpretive studies as outlined in the attached letter from Charles W. Hall, President of Florida Gateway College. The College is offering various in-kind services to SRWMD during the term of the lease:

- Audio/Visual support for environmental awareness projects.
- Use of FGC library space to support SRWMD springs initiative projects.
- Use of FGC facilities for SRWMD Board meetings
- FGC will provide up to one project per year as requested by SRWMD.

Florida Gateway College has provided a survey of the proposed lease lands and the attached lease document prepared by their attorney, Marlin Feagle. This document is in the process of being reviewed by Board Counsel. Subject to the approval of Board Counsel, staff recommends approval and execution of a 50-year lease with Florida Gateway College.

LEASE

THIS LEASE, made and entered into, in duplicate, this ____ day of December, 2012, by and between **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a special taxing district organized under Florida Statutes Chapter 373, having a mailing address of 9225 CR 49, Live Oak, FL 32060, (hereinafter called the "Landlord"), and **FLORIDA GATEWAY COLLEGE**, a body politic of the State of Florida, by and through its Board of Trustees, having a mailing address of 149 SE College Place, Lake City, Florida 32025, (hereinafter called the Tenant");

WITNESSETH:

That the Landlord, for and in consideration of the covenants hereinafter contained and made on the part of the Tenant, hereby demises and leases to Tenant, and Tenant leases from Landlord the property (Premises) in Columbia County, Florida for all lawful uses of which Tenant is legally empowered to by law to use the premises described in Schedule "A" attached hereto, including, but not limited to:

- Ecology and plant study areas by developing trails leading to wetland areas;
- Trees, shrubs, herbaceous plants marked with botanical and common names;
- Planting new plants for plant identification purposes with no invasive species used;
- Long term ecology projects of observation and recording of plant succession after Plum Creek tree harvesting;
- Development of trails for hiking or jogging;
- Ground water studies; and
- Other expansions of Tenant's property for further classroom learning experiences.

TO HAVE AND TO HOLD the same for a primary term of fifty (50) years commencing with the date hereof and for the rent payable to the Landlord of ONE AND NO/100 dollars (\$1.00) and other good and valuable consideration and in consideration of said Premises and of the covenants and agreements hereinafter expressed, the parties hereto agree as follows:

1. **PERSONAL PROPERTY**. All personal property placed or moved onto the Premises described herein shall be at the risk of the Tenant or owners thereof, and Landlord shall not be liable for any damage to said personal property, except the Landlord shall be liable for any conduct, act or negligence on its part, or the part of Its agents, which cause damage to the property of the Tenant.

2. **LAWS AND REGULATIONS**. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal and State Governments, and of any and all their Departments and Bureaus applicable to said Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term.

3. **FORFEITURE**. The faithful observance of the terms and conditions of this Lease are the conditions upon which the Lease is made and accepted and any failure on the part of

the Tenant to comply with the terms of said Lease, shall, at the option of the Landlord, work a forfeiture of this Lease, and all of the rights of the Tenant hereunder, and thereupon, the Landlord, its agents or attorneys, shall have the right to enter said Premises, and remove all persons therefrom, forcibly or otherwise, and the Tenant hereby expressly waives any and all notices required by law to terminate the tenancies hereby created, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this Lease, said Landlord, its agents or attorneys, may immediately reenter said Premises and dispossess Tenant without legal notice or the institution of any legal proceedings whatsoever. Anything herein to the contrary notwithstanding, Landlord must give Tenant thirty (30) days written notice of Tenant's default or failure to comply with the terms of this Lease, before Landlord may exercise its option to terminate this Lease under the terms of this paragraph.

4. **LANDLORD'S ACCESS.**

a. After occupancy, the Tenant shall not unreasonably withhold consent from the Landlord to enter the Premises from time to time in order to inspect the Premises to make necessary or needed work.

b. Landlord may enter the Premises when necessary in addition to the purposes set forth in Paragraph 4.a. above so long as such access does not interfere with the normal operation after occupancy has been delivered to Tenant.

c. Landlord retains the right to use the existing roads for access to its lands. In the event Tenant desires to close any of the existing roads, it must first obtain Landlord's consent to relocate the road, which shall be solely at the discretion of Landlord to consent to the closing and the location and type of new road. All costs for any closing and the opening of new roads, in a condition not less than the road to be closed, shall be at Tenant's expense.

5. **COVENANTS OF TENANT.** Tenant does hereby, for itself, its successors and assigns, covenant with the Landlord, its successors and assigns, that it will pay unto the Landlord, its successors and assigns, the rent hereby reserved at the times herein provided, and will also keep all and singular the premises in such repair, order and condition as the same are in at the time of occupancy and will not make or suffer any strip or waste of the premises; and that no unlawful, improper, or offensive trade or business shall be carried on in or upon the Premises and that the Landlord, its successors and assigns, and its agents, at reasonable times may enter to view the Premises, and to make any repair which it may find necessary to make, to protect its interest in the Lease; it being understood and agreed, however, that Landlord shall not be bound to make any repairs or improvements at its expense.

6. **USE OF PREMISES.**

a. **Acceptable Uses.** Except as otherwise herein provided, Tenant shall use the Premises for all lawful purposes, including but not limited to:

- Ecology and plant study areas by developing trails leading to wetland areas;
- Trees, shrubs, herbaceous plants marked with botanical and common names;
- Planting new plants for plant identification purposes with no invasive species used;
- Long term ecology projects of observation and recording of plant succession of after Plum Creek tree harvesting;
- Development of trails for hiking or jogging;
- Ground water studies; and
- Other expansions of Tenant's property for further classroom learning experiences.

b. Prohibited Uses: None, except those specifically herein prohibited.

7. **ABANDONMENT.** In the event Tenant abandons this Lease, the same shall terminate and be null and void. For the purposes hereof, the Lease shall be deemed to have been abandoned should Tenant not use the Premises, or any portion thereof, for a period of twelve (12) consecutive months, in such event, the Landlord may file an affidavit setting forth that the Premises have not been used by Tenant for twelve (12) consecutive months and furnish the affidavit to Tenant prior to recording the affidavit. Should the Tenant not contest the facts of the affidavit within forty-five (45) days, Landlord may record the affidavit with a certificate setting forth that it was furnished to Tenant and Tenant did not object, after which the Lease shall be deemed to be terminated. On the other hand, should Tenant object, Tenant will furnish a counter affidavit to Landlord setting forth when the Premises were occupied by Tenant. Should said counter affidavit negate the affidavit that there had been twelve (12) consecutive months that Tenant had not used the Lease, it will be presumed that the Lease had not been abandoned.
8. **TERMINATION.** Upon termination of this Lease, whether voluntarily or involuntarily, unless otherwise agreed by the parties, Tenant agrees to return possession of the Premises, including all improvements to the Premises, to Landlord, or its successors and assigns.
9. **TENANT'S RIGHTS.** Tenant shall have the right at any time it is not in default, to remove any and all fixtures and other personal property belonging to it whether or not such personal property is so attached to the realty as to be regarded in law as part of the realty. If, in removing any such personal property, any of the leased property is damaged, it shall be an obligation of the Tenant to promptly repair such damage.
10. **NOTICE.** If, at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving the same, deposited in registered or certified United States Mail, Return Receipt

Requested, postage prepaid, or sent by facsimile copy (fax), addressed to the Landlord or Tenant at the addresses hereinafter set forth. Any notice so mailed or faxed shall be deemed to have been given as of the time the same is deposited in the United States Mail or faxed.

"LANDLORD"
Suwannee River Water
Management District
9225 CR 49
Live Oak, Florida 32060
386/362-1001 voice
386/362-1056 fax.

"TENANT"
Florida Gateway College
149 SE College Place
Lake City, Florida 32025

The parties may change the address for Notice by furnishing in writing the new address to the other.

11. **UTILITIES.** Tenant agrees that it will pay all charges for utilities, including but not limited to gas, electricity, water and sewer used on said premises.
12. **LIABILITY INSURANCE.** None. Each party enjoys limited sovereign immunity rights pursuant to Section 768.28, Florida Statutes.
13. **TAXES AND INSURANCE.** Tenant shall, at its expense, maintain whatever insurance it so desires on the personal property located upon or within said premises and owned or under the control or in the custody of Tenant.
14. **DAMAGE OR INJURY TO PERSON OR PROPERTY.** The parties hereto agree, that should there be any damage or injury to person or property caused by (he acts or failure to act by either party, that the negligent party shall be responsible for which that party is found to be legally liable.
15. **DEFAULT.**
 - a. **Events of Default.** If any one or more of the following events occur, Landlord may treat such event as a default under the Lease:
 - (i) Tenant materially fails to comply with any material provision of the Lease;
 - (ii) Tenant holds over and continues in possession of the Premises or any part thereof after the expiration of this Lease without permission of Landlord.
 - b. Landlord's Remedies.
 - (i) If an event of default occurs and Landlord complies with the applicable notice requirements listed and either:

- (1) Landlord obtains a Writ of Possession or
- (2) Tenant surrenders the Premises; or
- (3) Tenant abandons the Premises, then Landlord, at its option, may either:
 - (a) Possess the Premises, not for its own account in which case this Lease is terminated; or
 - (b) Pursue any other remedy as may be authorized either by law or in equity.
- (4) All of Tenant's personal property remaining on the Premises after Landlord has been put back into possession shall be presumed to have been abandoned by Tenant, and title to all such property shall vest in Landlord who shall be free to dispose of the property without further notice to Tenant. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Landlord's disposal of Tenant's abandoned property.

16. **HAZARDOUS WASTE**

a. Tenant and Landlord each covenant and agree with the other that no hazardous or toxic substance, within the definition of any applicable statute or regulation, currently to their knowledge exists on the premises, not shall be placed on the Premises during the term of this Lease, except in approved manner in a accordance with all industrial standards and all laws, regulations, and requirements for such storage, promulgated by any federal, state or local government, agency or authority. Subject to and without waiving its limited sovereign immunity rights under Section 768.28, Florida Statutes, Tenant hereby agrees to indemnify, defend, save and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees, whether suit be brought or not and including appeals, if any), liability and damages whatsoever incurred by Landlord arising out of or by reason of any violation by Tenant of any applicable, federal, state or local statute or regulation for the protection of the environment which occurs upon the Premises during the term of this Lease or by reason of the imposition of any governmental lien, for the recovery of environmental clean up costs expended by reason of such violation. The provisions of this paragraph shall continue in effect after the termination of this Lease.

b. During the term of this Lease, whether or not the same is in default, Landlord shall be entitled to examine the Premises for

investigation or assessments for the purposes of determining whether there exists on the Premises any environmental condition which could result in any liability, cost or expense to Landlord relating to hazardous substance. The costs of the inspections shall be paid by Tenant should the tests disclose hazardous substance on the Premises. Such assessment may include both, above or below the ground, testing for environmental damage whether presence of hazardous substances on the Premises and such other tests on the Premises as may be necessary to conduct the assessment in the opinion of Landlord. All cost of such assessments shall be paid by the Tenant within five (5) days after demand by Landlord.

17. **OPTION TO CONVEY.** During the term of this Lease, Landlord reserves the right, at its sole discretion and option, to convey the Premises to Florida Gateway College at any time without cost to Tenant.
18. **LEASE EXTENSION.** If Tenant is not in default hereunder at the end of the Primary Term, the term of this Lease shall automatically be extended for one (1) additional term of fifty (50) years upon the same terms and conditions, unless Tenant gives Landlord written notice not less than six (6) weeks prior to the end of the Primary Term that Tenant will not extend the Lease. In all events, the term of this Lease shall not extend beyond a maximum of one hundred (100) years.
19. **MISCELLANEOUS**
 - a. **License to Cut Timber.** This Lease is subject to the terms and conditions of that certain Plum Creek Timberlands (a.k.a. NPC Timber, Inc.) License to Cut Timber ("License"), a copy of which has been furnished to Tenant. A ninety (90) day notice must be given to Plum Creek prior to cutting any trees, and will be subject to the terms and conditions of the License.
 - b. In the event either party employs the services of an attorney to enforce its rights under this Lease, the prevailing or nondefaulting party shall be entitled to recover reasonable attorneys' fees, together with costs.
 - c. It is understood and agreed between the parties hereto that time is of the essence of this instrument and applies to all terms and conditions contained herein.
 - d. All covenants and agreement of this Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and Tenant subject to the restrictions specifically set forth herein. Whenever used as singular, numbers shall include the plural or singular and the use of any gender shall include all genders.

e. The agreements contained in this Lease set forth the entire understanding of the parties and may not be changed or terminated orally.

f. Failure of Landlord or Tenant to take any action against the other for violation of any of the terms of this Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease. No act or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing and signed by Landlord.

g. All questions concerning the meaning, execution, construction, effect, validity and enforcement of this Lease shall be in accordance with the laws of the State of Florida.

h. Venue for any suits or other proceedings with respect to this Lease shall be Columbia County, Florida.

i. A facsimile ("FAX Copy") of this Lease and the signatures thereon shall be considered as originals.

j. The rights of Landlord shall be cumulative and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

k. Landlord covenant that Tenant shall peaceably and quietly have, hold and enjoy the Premises for the uses set forth in this Lease, and further covenant that they have the full right, title and power and authority to make, execute and deliver this Lease.

l. In the event that all or any portion of the demised property shall be condemned for any public use or purpose by any legally constituted authority so that the leased property becomes unsuitable for the purposes herein leased, any portion of the condemnation proceeds shall be paid to Landlord.

m. During the term of this Lease, Tenant may offer in-kind services to Landlord, including, but not limited to:

(i) Audio/visual support for environmental awareness projects;

(ii) Use of FGC library space for SRWMD materials to support springs initiative and other SRWMD projects and initiatives;

- (iii) Use of FGC facilities for SRWMD Board meetings; and
- (iv) FGC will provide up to one (1) project per year upon request by SRWMD.
- n. Tenant may not assign this Lease without the prior written consent of the Landlord.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**SUWANNEE RIVER WATER
MANAGEMENT DISTRICT**

Witness

By: _____

Print or type name

Print: _____

Witness

Title: _____

Print or type name

Attest: _____

Print: _____

Title: _____

“LANDLORD”

Approved as to form and legality:

Approved as to conformance with
District Budgetary and Administrative
Procedures:

By: _____
Print: _____
Legal Counsel

By: _____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2012, by _____, as Chairman of the **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2012, by _____, as _____ of the **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, on behalf of said District, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered
in the presence of:

FLORIDA GATEWAY COLLEGE

Witness

Print or type name

By: _____
Print _____
Title: _____

Witness

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of December, 2012, by _____, as the _____ of **FLORIDA GATEWAY COLLEGE**, a body politic of the State of Florida, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:



November 15, 2012

Suwannee River Water Management District
Attn: Donald J. Quincey, Jr. Board Chairman
9225 CR 49
Live Oak, Florida 32060

Re: Florida Gateway College Letter of Intent

Dear Mr. Rocco:

Florida Gateway College (FGC) is pleased to submit this correspondence as Letter of Intent to lease certain parcels of land from the Suwannee River Water Management District (SRWMD).

1. **Terms.** The principal terms of the proposed transaction would be substantially as follows:
 - (a) Enter into a 50-year lease agreement between Florida Gateway College (FGC) and Suwannee River Water Management District (SRWMD) for three (3) parcels of land with the option for extension of said agreement of an additional 50 years.

- 1) The three parcels are indicated on the **Survey for: Florida Gateway College**, date of field survey 07/13/12; date of certificate 7/18/12, and noted as follows:
 - Parcel #1, 7.17 ac. ±;
 - Parcel #2, 4.78 ac. ±; and
 - Parcel #3, 4.30 ac. ±

The survey was prepared by Daniel & Gore, LLC Professional Surveying and Mapping, 9916 84th Ter., Live Oak, Florida 32060 and signed by Brian Scott Daniel, PSM Florida Certificate No. 6449.

- 2) The lease will be subject to the terms and conditions of **Plum Creek Timberlands (a.k.a. NPC Timber, Inc.) License to Cut Timber** (copy to be furnished to FGC).
- (b) The lease consideration would be ONE AND NO/100 dollars (\$1.00) of said premises.
- (c) Potential uses of the three (3) land parcels by FGC include the extension of classroom learning experiences with possibilities for:
- Ecology and plant study areas by developing trails leading to wetland areas;
 - Trees, shrubs, herbaceous plants marked with botanical and common names;
 - Planting new plants for plant identification purposes with no invasive species used;
 - Long term ecology projects of observation and recording of plant succession of allowable dormant land after Plum Creek tree harvesting;
 - Development of trails for hiking or jogging;
 - Ground water studies;
 - Interpretation building at trail head to be built as “green” building for use as demonstration of “green building” technologies with signs, pictures and displays indicating what to expect on the trail experience, i.e. plants and animals; and,
 - Other expansions of FGC property could be tied in with the leased land for further classroom learning experiences.
- (d) Various in-kind services to be offered by FGC for the term of the lease include:
- Audio/Visual support for environmental awareness projects.
 - Use of FGC library space for SRWMD materials to support springs initiative and other SRWMD projects and initiatives.
 - Use of FGC Facilities for SRWMD Board meetings.
 - FGC will provide up to one (1) project per year upon request by SRWMD.
- (e) Other terms of the agreement to be established and agreed upon by both parties.

This letter of intent does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to this letter of intent. No such obligation shall be created, except by the execution and delivery of the lease agreement

containing such terms and conditions of the proposed transaction as shall be agreed upon by the parties, and then only in accordance with the terms and conditions of such lease agreement.

Respectfully submitted,



Charles, W. Hall, Ed.D.
President

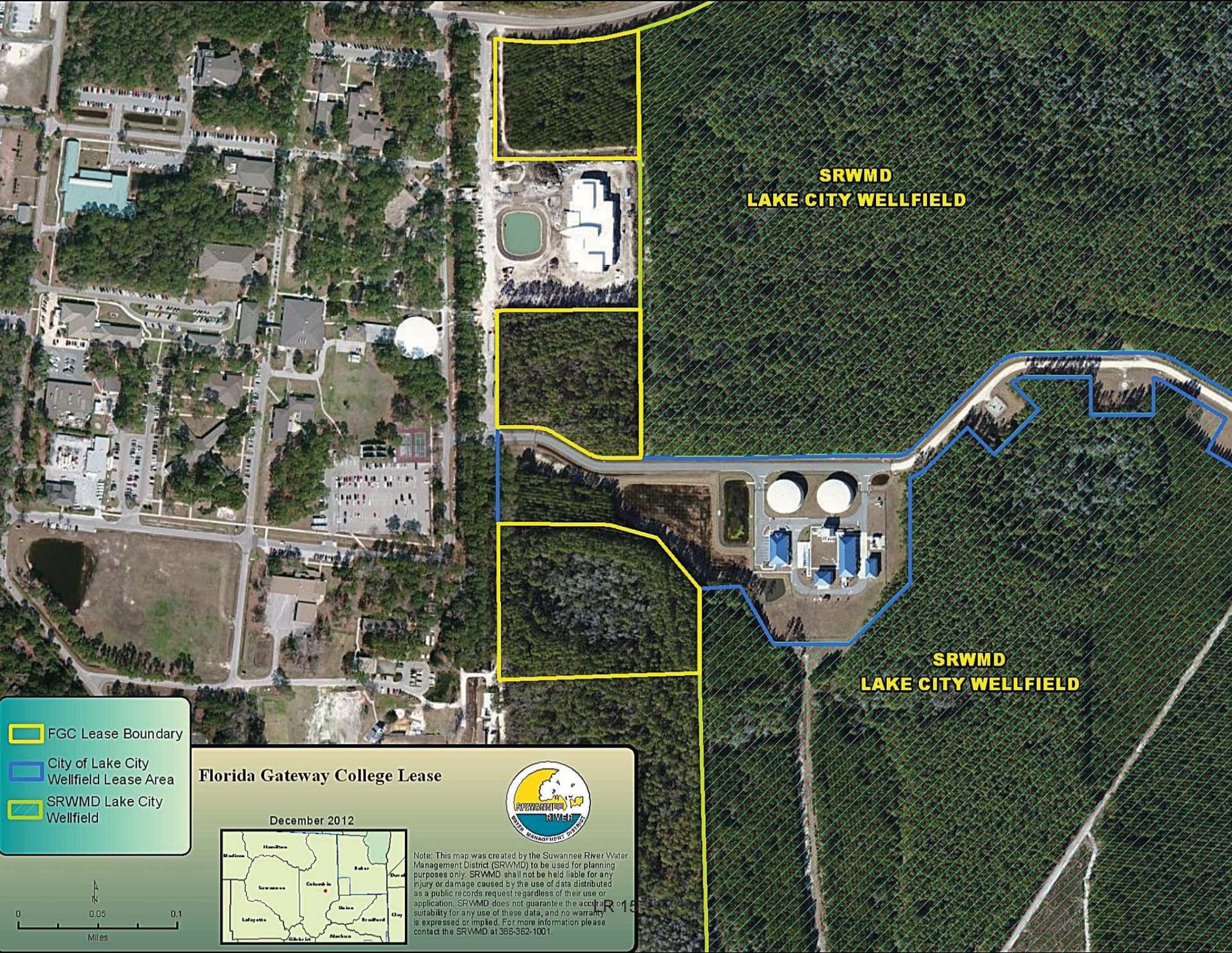
ACCEPTED AND AGREED

By: _____

Printed Name: _____

Title: _____

CC: Richard Rocco, SRWMD
Charles Houser, SRWMD
Marlin Feagle, Esq.



**SRWMD
LAKE CITY WELLFIELD**

**SRWMD
LAKE CITY WELLFIELD**

-  FGC Lease Boundary
-  City of Lake City Wellfield Lease Area
-  SRWMD Lake City Wellfield

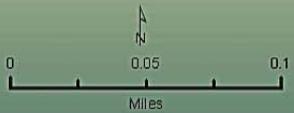
Florida Gateway College Lease



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: Charles H. Houder III, Director, Division of Land Resources
DATE: December 19, 2012
RE: License to Cut Timber with Harley Forest Products, LLC, for the Steinhatchee Rise #1 Timber Sale

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a license to cut timber with Harley Forest Products, LLC, for the Steinhatchee Rise #1 Timber Sale.

BACKGROUND

Staff requested bids for the Steinhatchee Rise #1 Timber Sale due on December 10, 2012. This timber sale is 229 acres of planted slash pine in Dixie County, Florida (estimated to have been planted in 1991, 1992, & 1993). The sale is split into two parts. Approximately 190 acres will be a 5th row thinning with a selective harvest between take rows. Within the same timber sale there are approximately 39 acres of planted slash pine that will receive a 3rd row thinning with a selective harvest between take rows. However there are some stands that might have access issues if weather conditions make the access to wet or if the adjacent property owner doesn't allow us to access the timber. The overall thinning will reduce stand basal area to approximately 40-60 square feet per acre.

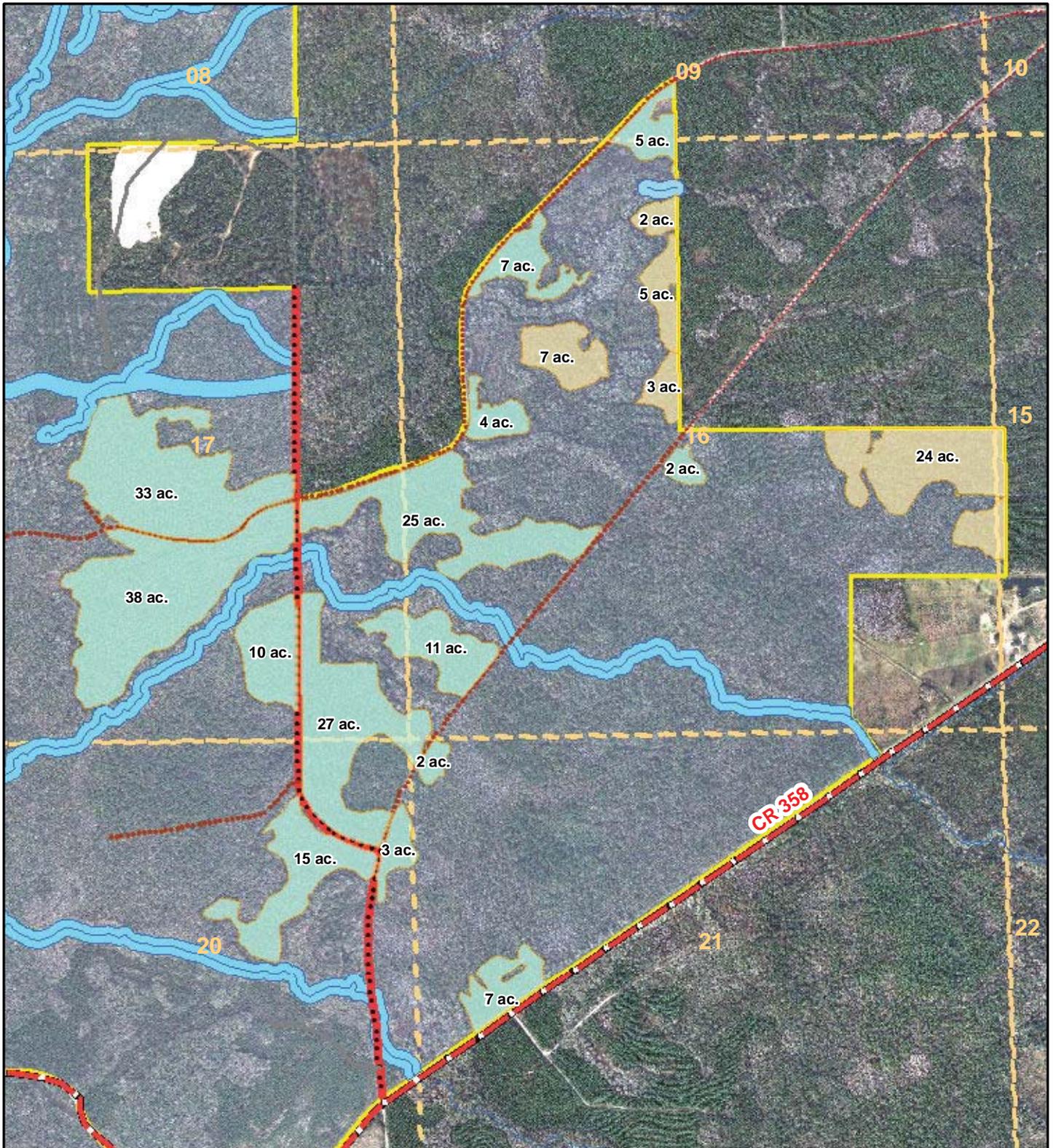
Four responses were received, and calculated revenues from the bids are shown below:

Bidder	Calculated Revenue
Harley Forest Products, LLC	\$178,578.61
Greenville Timber Corporation	\$161,447.70
Canal Wood, LLC	\$152,539.34
MA Rigoni	\$145,047.00

Harley Forest Products, LLC, bid \$10.21/ton for topwood, \$11.75/ton for pine pulpwood, and \$18.50/ton for chip-n-saw on this per unit sale. Total revenue from this sale should be between \$160,720.75 and \$196,436.47. Using the volume estimates by timber product developed by the Natural Resource Planting Services and Flatwood Forestry consultants, the anticipated revenue is \$178,578.61.

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

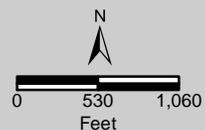
Exhibit A



- 5TH ROW W/SELECT
- 3RD ROW W/SELECT
- 75ft Stream Buffer
- 200ft River Buffer
- Township/Range/Section
- District Property
- RARE ANIMAL
- RARE PLANT

Steinhatchee Rise #1 Timber Sale Contract Map

- Highways
- Public Rd
- Admin Rd
- Private
- Rivers
- Streams



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 7/11/2012

MEMORANDUM

TO: Governing Board
FROM: Charles H. Houder III, Director, Land Resources Division
DATE: December 19, 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.

The Goose Pasture #1 Timber sale is complete. Timber on this 181 acre slash pine plantation in Jefferson County was harvested by Williams Timber. Based on the timber cruise by Williams Timber the value anticipated for this sale was \$99,293.68. Actual revenue received was \$114,351.76. Harvest and revenue summary is listed below. There are currently six timber sales open with operations underway on three locations.

Approximately one mile of road repairs was completed on public roads in the Lamont Tract. A damaged culvert was replaced and three river accesses were improved with hard rock to reduce erosion on the Aucilla River.

The attached report summarizes the status of current surplus activities for the preceding month. Staff will be prepared to address any tracts of particular interest the Board may wish to discuss at the Governing Board meeting.

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			X									
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	Waccasassa 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	Negotiations continue with Land owner
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 amended to extend the closing date till 1/23/13
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		Governing Board approved surplus sale to Craig and Teresa Hanger
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000	

Surplus Lands (continued)

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Buck Bay	60	Alachua	12/15/1999	P2000	3/1/2012	3/15/2012		Timber harvest underway. Closing scheduled for 1/18.
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		Closed 12/11/12

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

LAND MANAGEMENT

Prescribed Fire

Summary Table FY 2013	2013 Target Acres	Acres Complete
Suwannee River Water Management District	10,000	1,757
Florida Forest Service burns on Twin Rivers State Forest	2000	0
TOTAL	12,000	1,757

Prescribe Burn Activity

TRACT	COUNTY	WFS	FFS TRSF	TOTAL ACRES
Jones Mill Creek	Jefferson	411		411
Cabbage Creek	Taylor	230		230
Mallory Swamp	Lafayette	457		457
<i>Sub-total for Period</i>		1,098	0	1,098
<i>Previous Acres Burned</i>		659	0	659
Total Acres		1,757	0	1,757

Timber

Timber Sales

Contract #	Fiscal Year	Timber Sale Name	Oversight	Contract Date	Estimated Start Date	Estimated Pine Tons	Harvest Completion
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	73%
11/12-124	2012	Blue Sink #2	SR	8/23/2012	12/17/2012	2,644	0%
12/13-006	2013	Buck Bay #1	SR	11/8/2012	12/10/2012	1,575	0%

Goose Pasture #1 Harvest and Revenue Summary

Product	Harvest (Tons)		Product Prices \$/Ton	Income (\$)	
	Originally Cruised	Actually Harvested		Originally Cruised	Actually Harvested
Planted Pine Pulpw	5,483.6	6,850.04	\$13.77	\$75,509.17	\$94,325.05
Planted Pine CNS	1,353.7	1,139.82	\$17.57	\$23,784.51	\$20,026.64
Total	6,837.3	7,989.86		\$99,293.68	\$114,351.76

Product	CI Error	Revenue Range of High Bid		
		Low	Mean	High
Planted Pine Pulpw	0.085	\$69,090.89	\$75,509.17	\$81,927.45
Planted Pine CNS	0.233	\$18,242.72	\$23,784.51	\$29,326.30
Overall	0.086	\$90,754.42	\$99,293.68	\$107,832.94

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: December 19, 2012

RE: Denial of Motion for Extension of Time to request Chapter 120 Hearing and Notice of Intent to Pursue Resolution under Section 70.51, Florida Statutes, in the Matter of *SRWMD v. Rodney O. Tompkins, Trustee, and Rodney Tompkins*, CE11-0001, Gilchrist County

RECOMMENDATION

Denial of Motion for Extension of Time to request Chapter 120 Hearing and Notice of Intent to pursue resolution under section 70.51, Florida Statutes, in the Matter of *SRWMD v. Rodney O. Tompkins, Trustee, and Rodney Tompkins*, CE11-0001, Gilchrist County.

BACKGROUND

A complaint was filed with District staff on January 13, 2011, regarding a land owner's irrigation system over spraying onto a county road in Gilchrist County. District staff researched the water use permits in the area and discovered that Misty Farms (now known as Rodney O. Tompkins, Trustee) does not have a valid Water Use Permit. Subsequently, staff sent a Notice of Violation (NOV) to Rodney O. Tompkins, Trustee (Respondent) on January 21, 2011, for using water without a valid permit.

After numerous contacts including phone calls, letters and meetings, the Governing Board (at their December 2011 meeting), authorized the Executive Director to file an Administrative Complaint against Rodney Tompkins. Several attempts were made to resolve the situation prior to filing the Administrative Complaint by staff and staff counsel. On March 8, 2012, staff met with Mr. Tompkins and his legal counsel at the farm. During the meeting, Mr. Tompkins agreed to file an application. On April 16, 2012, Mr. Tompkins faxed an incomplete application. District staff reviewed the application and sent a Request for Additional Information (RAI) on May 16, 2012. The RAI deadline was August 14, 2012. Mr. Tompkins has not submitted the requested information.

Mr. Tompkins was served with the Administrative Complaint via process service from Gilchrist County Sheriffs Office on November 30, 2012.

The District received a Motion for Extension of Time to request Chapter a 120 Hearing and Notice of Intent to pursue resolution under section 70.51, Florida Statutes on December 14, 2012.

KW/rl
Attachment

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RECEIVED
SRWMD

DEC 14 2012

GOVERNING BOARD OF THE
SUWANNEE RIVER WATER
MANAGEMENT DISTRICT,

ORIGINAL TO FILE PE 11-0001
COPIES TO TS/JD/JS/TR
email KW

Petitioner,

SRWMD F.O.R. No. 2012-0009

v.

RODNEY O. TOMPKINS, INDIVIDUALLY and as TRUSTEE,
RODNEY O. TOMPKINS REVOCABLE LIVING TRUST

Respondent.

**MOTION FOR EXTENSION OF TIME TO REQUEST CHAPTER 120 HEARING
AND NOTICE OF INTENT TO PURSUE RESOLUTION
UNDER SECTION 70.51, FLA. STAT.**

COMES NOW, Rodney O. Tompkins, through his attorney, and moves for an extension of 21 days to determine whether to request a hearing in accordance with sections 120.569 and 120.57(1) Fla. Stat., or section 70.51 Fla. Stat., or not at all and says:

1. Respondent was served on November 30, 2012 when the undersigned attorney was out of town.
2. Respondent and his attorney met briefly on 12/11/12 to discuss the complaint, but need an extension to more fully evaluate and discuss the Complaint and elect a course of action (the need for additional time is necessary, in part, due to the confusing time limits contained in the statutes and Notice attached to the Administrative Complaint, as explained below).
3. The deadlines imposed under Chapter 120 and section 70.51 are not in sync; s. 70.51 provides for 30 days and states that an election to proceed under Chapter 120 (which provides only 14 days) constitutes a waiver of the right to proceed under s. 70.51. Thus,

Respondent needs an extension under Chapter 120 as Respondent may decide to proceed first under s. 70.51, and wants to be certain that his rights are not waived under Chapter 120.

4. In view of the rapid approach of the holidays as well as the dilemma described in paragraph 3 above, Respondent requests an extension of 21 days, through January 4, 2013.

5. Respondent has contacted the District through attorney Jennifer B. Springfield and can advise that this Motion is opposed.

6. This Motion is not interposed for purposes of delay, and no prejudice will result from granting this Motion.

CE 11-0001

WHEREFORE, Respondent requests entry of an Order extending the time for Respondent to serve his response to Petitioner's Administrative Complaint to January 4, 2013.

ALTERNATIVE NOTICE OF INTENT to pursue resolution under section 70.51, Fla. Stat.

1. The Notice attached to the Administrative Complaint (Notice) advised that the Respondent may elect to pursue resolution under s. 70.51 FS. Pursuant to the Notice and s. 70.51, Respondent has 30 days to request resolution under s. 70.51; also, a request for resolution under s. 70.51 tolls the time for proceeding under ss. 120.569 and 120.57 FS (which, pursuant to the Notice, require that a request be made within 14 days).

2. Thus, in an abundance of caution, and in recognition of the dilemma imposed on Respondent due to the fact that the time limits imposed by the statutes, and stated in the Notice, are not in sync, Respondent notifies Petitioner and all interested parties that he intends to pursue resolution under s. 70.51 FS (within the time limits imposed by the statute), and reserves the right to request a hearing under ss. 120.569 and 120.57 FS, within the tolling time provided by s. 70.51 FS.

Received
SRWMD

DEC 14 2012

Original to File _____

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Agency Clerk at District Headquarters, 9225 CR 49, Live Oak, FL 32060 and 386-362-1056 by fax and E-Mail and to Jennifer Springfield, Esq. by email at Jennifer@springfieldlawpa.com, this 14th day of December, 2012.

/s/ Terence J. Kann
TERENCE J. KANN, P.A.
Florida Bar #286664
2790 NW 43rd Street, Suite 100
Gainesville, Florida 32606
Telephone: (352)375-3203
Facsimile: (352)380-0378
Attorney for Plaintiff

Received
SRWMD **CELL-0001**

DEC 14 2012

Original to File _____
Copies to _____

MEMORANDUM

TO: Governing Board

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

DATE: December 19, 2012

RE: Denial Without Prejudice of Works of the District Resource Permit Application Number ERP12-0083M, Robert Adams District Floodway Dock, Suwannee County

RECOMMENDATION

Staff recommends the Governing Board authorize denial, without prejudice, to Robert Adams for Works of the District Resource Permit Application Number ERP12-0083M, Robert Adams District Floodway Dock, Suwannee County

BACKGROUND

The application was received on July 10, 2012. District staff mailed a Request for Additional Information (RAI) on July 25, 2012. The time limit to respond to the RAI was September 25, 2012. There was no response to this RAI. District staff mailed a letter on October 31, 2012, requesting that the information be submitted in 18 days. There has been no response to this request.

LM/rl

December 19, 2012

Robert Adams
15619 205th Road
Live Oak, FL 32060

Subject: Denial of ERP12-0083, Robert Adams District Floodway Dock, Suwannee
County

Dear Mr. Adams:

Suwannee River Water Management District (District) staff proposes to recommend to the Governing Board that your project be denied without prejudice. Staff intends to recommend denial of this permit application because of failure to supply information necessary to complete the application.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on January 8, 2013, 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/rl

Enclosure

cc: Suwannee County

Certified Mail Receipt Number: 7010 1060 0001 1350 3790

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.
7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

NOTICE OF RIGHTS

- 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:

**Robert Adams
15619 205th Road
Live Oak, FL 32060**

At 4:00 p.m. this _____ day of _____, _____

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
WORKS OF THE DISTRICT PERMIT APPLICATION**

DATE: December 19, 2012

PROJECT: Robert Adams District Floodway Project

APPLICANT:
Robert Adams
15619 205th Road
Live Oak, Florida 32060

PERMIT APPLICATION NO.:ERP12-0083M
DATE OF APPLICATION: 7/10/12
APPLICATION COMPLETE: N/A
DEFAULT DATE: N/A

Recommended Agency Action

Staff recommends denial, without prejudice; of the Works of the District permit application because the applicant did not supply the information necessary to complete the application.

Project Review Staff

Leroy Marshall II, P.E., Senior Professional Engineer, reviewed the project.

Project Location

The proposed project is within Township 4 South, Range 11 East, Section 21, on the Suwannee County side of the Suwannee River. The site is directly across the Suwannee River from Lafayette Blue Springs State Park.

Project Description

The proposed project consisted of the construction of a floating dock and other structures within the 75-foot setback of the Suwannee River.

Site inspection to ensure project was not constructed

Staff inspected the project site on November 29, 2012. There has been no construction on this project.

ALLEN MILL POND

229TH DR

 SRWMD Ownership
 Project Boundary

Robert Adams District Floodway Dock

ERP12-0083M

January 2013



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, Division Director, Resource Management
DATE: December 19, 2012
RE: Public Hearing and Authorization to Publish Notice of Change and File Amendments to 40B-2.301 and 40B-2.331, Florida Administrative Code (F.A.C)

RECOMMENDATION

Staff recommends the Governing Board authorize staff to:

- 1. Publish Notices of Change for sections 40B-2.301 and 40B-2.331, F.A.C.**
- 2. File 40B-2.301 and 40B-2.331, F.A.C., with Department of State if no comments or objections are received.**

BACKGROUND

On September 11, 2012, the Governing Board authorized publication of proposed rule for 40B-2.301 and 40B-2.331, F.A.C.

The District has received comments from the Joint Administrative Procedures Committee (JAPC) that require additional changes to these rules. The proposed changes are shown in the proposed Notices of Changes that follow this memorandum.

Staff published a Notice of Proposed Rule in the Florida Administrative Register for 40B-2.301 on September 21, 2012.

Staff published a Notice of Proposed Rule in the Florida Administrative Register for 40B-2.331 on October 22, 2012.

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

TS/rl

NOTICE OF CHANGE

40B-2.331 Modification of Permits.

A permittee may seek modification of an unexpired permit consistent with Rule 40B-1.709, F.A.C. ~~Either the Executive Director, the Assistant Executive Director, or the Deputy Executive Director shall approve proposed modifications without a hearing, in the following circumstances, except that any request for modification recommended for denial shall be presented to the Governing Board for final agency action:~~

(1) A permittee may apply for modification by letter to the District if the proposed modification involves water use less than 100,000 gallons per day. Either the Executive Director or the Assistant Executive Director shall approve proposed modifications by letter without a hearing in the following circumstances, except that any request for modification recommended for denial shall be presented to the Governing Board for final agency action; and

(a) A change in conditions has resulted in the water allowed under the permit becoming inadequate for the permittee's need; or

(b) The proposed modification would result in a more efficient use of water than is possible under the existing permit.

(2) A permittee may apply by letter to modify an existing permit to voluntarily implement the District's water use monitoring and reporting requirements as set forth in Section 3.4 of the Water Use Permitting Guide. The Governing Board shall determine final agency action on modifications under this paragraph.

~~(23)~~ All permit modification applications other than under subsection (1) and (2) above shall comply with the requirements of Section 373.229, F.S., and shall contain all of the information required by the permit conditions and by Rule 40B-2.101, F.A.C. This shall include all permits that have been previously considered by the Governing Board for issuance.

~~(34)~~ All requests to modify the terms of an unexpired permit shall be evaluated under the criteria of Rule 40B-2.301, F.A.C., and subject to the limiting conditions in Rule 40B-2.381, F.A.C.

~~(45)~~ Following the District's review of a tenfive-year compliance report, the Governing Board may modify the permit to ensure that the use meets the conditions for permit issuance.

~~(56)~~ The Governing Board shall issue an order to modify an existing use when conditions warrant such action in order to obtain the most beneficial use of the water resources of the state and to protect the public health, safety, and welfare and the interests of the water users affected. Such order must include a finding by the Governing Board that the use proposed to be modified is detrimental to other water users or to the water resources of the state.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 120.60, 373.083, 373.171, 373.219, 373.223, 373.229, 373.239, 373.246 FS. History—New 10-1-82, Amended 5-1-83, 1-6-10, _____.

NOTICE OF CHANGE

40B-2.301 Conditions for Issuance of Permits.

(1) through (2)(k) No Change.

(3) The standards and criteria set forth in the Water Use Permitting Guide, effective DATE ~~January 6, 2010~~, hereby incorporated by reference into this chapter, if met, will provide the reasonable assurances required in this section. This document is available at District headquarters and on the District's website at www.mysuwanneeriver.com.

Rulemaking Authority 373.044, 373.113, 373.171 FS. Law Implemented 373.042, 373.0421, 373.185, 373.219, 373.223, 373.226, 373.227, 373.228, 373.229, 373.232, 373.236, 373.239, 373.250 FS. History—New 10-1-82, Amended 5-1-83, 1-6-10, AMEND DATE.

PROPOSED WATER USE PERMITTING GUIDE LANGUAGE

3.4.1. Automated Monitoring of Groundwater Withdrawals

For new water uses, renewed permits, and modifications of permits proposing new withdrawals, the Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of such 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 choose a standardized Suwannee River Water Management District automated monitoring system to fulfill this requirement.

3.4.2. Automated Monitoring of Surfacewater Withdrawals

For new water uses, renewed permits, and modifications of permits proposing new withdrawals, the Permittee shall implement automated monitoring of surfacewater withdrawals, at Permittee's expense, upon commencement of such withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each station that has an outside diameter of six inches or greater and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may choose a standardized Suwannee River Water Management District automated monitoring system to fulfill this requirement.

3.4.3 Incentives for Voluntary Water Use Monitoring and Reporting

Existing permittees who seek to voluntarily implement water use monitoring and reporting more than one year prior to the permit expiration date may seek a permit modification pursuant to 40B-2.331(2), FAC. Upon such application and request from the applicant, the District will evaluate whether to modify the existing permit duration, provided the applicant demonstrated reasonable assurances that the use will continue to meet the initial conditions for issuance for the requested duration. No permit duration will be modified pursuant to this provision for a period of less than five years or longer than ten years.

MEMORANDUM

TO: Governing Board
FROM: Kevin Wright, P.E., Ag Team
DATE: December 19, 2012
SUBJECT: Authorization to Contract for Mobile Irrigation Lab (MIL) Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into an agreement with the Florida Department of Agriculture and Consumer Services (FDACS) for Mobile Irrigation Lab Services. The District's cost for services will not exceed \$40,000.

BACKGROUND

Each MIL consists of a one- or two-person team, a vehicle, and field equipment. The MIL services are free-of-charge to the farmer and provide site-specific expertise in analyzing irrigation systems and educating property owners on how to improve water conservation and use. The MILs provide recommendations on the improvement of existing irrigation systems and equipment, and educate their customers and the general public on water conservation, irrigation planning, and irrigation management.

At a funding level of \$40,000, about 20 MIL evaluations can be conducted. This could identify about 179 million gallons of water savings annually or just under 0.5 million gallons per day (Based on July 2012 through September 2012 evaluations in the District).

Funds for this program are included in the Ag Cost-Share reserve fund in the adopted FY13 budget.

KW/tm

MEMORANDUM

TO: Governing Board
FROM: Kevin Wright, P.E.
DATE: December 19, 2012
SUBJECT: Authorization to Amend Suwannee River Partnership Cooperative Conservation Technician Services

RECOMMENDATION

Staff recommends the Governing Board amend the contract for Conservation Technician positions associated with the Suwannee River Partnership (SRP) program with the Florida Department of Agriculture and Consumer Services (FDACS) for an additional Conservation Technician. The District's cost for the new position will not exceed \$32,500.

BACKGROUND

FDACS and the District have recognized the need to provide technical support services to farmers operating within the Suwannee River Water Management District to implement and maintain Best Management Practices (BMPs). These services have been critical to the overall SRP mission to help protect and save water in the District. The new technician will primarily focus their efforts within the Basic Management Action Plan Restoration Focus Area of the Santa Fe basin (Ginnie Springs springshed).

FDACS and the District have been providing funds for this effort for the last five years with FDACS entering into agreements with the Gilchrist County Soil & Water Conservation District for this position. The Conservation Districts (Gilchrist, Lafayette, and Suwannee) employ three conservation technicians who work under the direction of FDACS to supply assistance with BMPs and outreach services to the farmers.

Among other things, these technicians work one-on-one with farmers to help implement BMPs for fertilizer, irrigation, and waste management.

Funds for this project are included in the Ag Cost-Share reserve fund in the adopted FY13 budget.

KW/tm

MEMORANDUM

TO: Governing Board
 FROM: Tim Sagul, P.E., Division Director, Resource Management
 DATE: December 19, 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 November.

November 2012	Received				
ERP	NG	General	Individual	Exemption Requests	Extension Requests
	6	6	0	6	1
	Issued				
	NG	General	Individual	Exemptions Granted	Extensions Granted
	5	3	0	1	1

Inspections and as-built certification

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

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				Nov. 2012	Nov. 2012
Exempt	54	28	26	0	0
Noticed General	538	385	153	1	1
General & Works of the District	441	260	181	5	6
Individual	56	41	15	1	0
Conceptual	4	3	1	0	0
TOTAL	1093	717	376	7	7
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 November.

November 2012	Received		Issued
Water Use Permits	20		21
Water well permits issued and received according to well use:			
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
January 2013**

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	
Mail to DOS (tentative)	
Effective Date (tentative)	

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
GB Notice of Change	1/8/13
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-2.331

Water Use Monitoring Incentive

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
GB Notice of Change	1/8/13
Mail to DOS (tentative)	
Effective Date (tentative)	

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	
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.	
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: December 19, 2012

RE: 2013 Florida Forever Work Plan

An annual update of the Florida Forever Workplan is required by Section 373.199 (7), F.S. A public hearing regarding the 2013 Florida Forever Work Plan will be noticed for the January 8, 2013, Governing Board meeting. This will provide opportunity for public comment regarding the 2013 update to the workplan. Final adoption is scheduled for the February Governing Board meeting.

The Florida Forever Work Plan summarizes funding and completed projects during the previous planning periods and presents changes and additions for the upcoming period. The Work Plan must be approved by the Governing Board and is included in the Comprehensive Annual Report submitted to Tallahassee by March 1 each year. This is the eleventh annual update of the original 2001 Florida Forever Work Plan.

RR/pf

MEMORANDUM

TO: Governing Board
FROM: Ann Shortelle, Ph.D., Executive Director
DATE: December 19, 2012
RE: Strategic Plan Public Hearing

In accordance with Subparagraph 373.036(2)(e)3, Florida Statutes (F.S.), the District is required to hold at least one public meeting for its annual strategic plan development.

In lieu of the District developing a water management plan and the water management plan annual report pursuant to Section 373.036(2), F.S., the District has selected the option to develop an annual strategic plan pursuant to Subsection 373.036(2)(e), F.S.

The District's Strategic Plan for Fiscal Years 2014-2018 meets the minimum requirements established in Subparagraphs 373.036(2)(e)1.2.3.4., F.S. In summary the minimum requirements are:

1. The strategic plan must establish strategic priorities be for a future 5-year period.
2. The strategic plan identifies goals, strategies, success indicators, funding sources, deliverables, and milestones.
3. The development of the strategic plan includes a publicly noticed meeting to allow public participation.
4. The strategic plan identifies progress in addressing success indicators, deliverables, and milestones.

The strategic priorities established in the Strategic Plan for Fiscal Years 2014-2018 are Sustainable Water Supply, Water Conservation, Minimum Flows and Levels, Heartland Springs Initiative, Water Management Lands, and Non-Structural Flood Protection.

SM/rl

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: December 19, 2012
RE: District's Weekly Reports

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

ABS/rl
Attachments



Weekly Activity Report to Governing Board December 7, 2012

Executive/Management

- Ann Shortelle participated in a Commissioner Putman's Agricultural water policy meeting.
- Ann Shortelle and Jon Dinges attended a meeting with DEP, the Chairs of the Governing Boards and water management executive directors to discuss the Preliminary FY 2013-2014 budget, investment strategies, water resource development strategies, a regulatory update from DEP and communication practices.
- Steve Minnis attended the 2014 Interim Legislative Committee Week.

Water Supply

- Dale Jenkins met with the Cedar Key Water and Sewer District to provide information on the area geology and hydrogeology in advance of plans to construct a test well as a first step toward drilling a new public supply well.

Resource Management

- Tim Sagul attended a CUPCon meeting with DEP and the other water management districts regarding proposed changes to water use permitting rules as part of the state-wide consistency movement.

Ag Team/Suwannee River Partnership

- Representatives from Suwannee River Partnership recently met to discuss how best to apply scientific research within the District.

Water Resources

- Erich Marzolf participated in a Suwannee River Aquatics Meeting at St. Marks National Wildlife Refuge to discuss ongoing and planned research, and management activities for water resources and imperiled species in the Suwannee River basin.

Administrative Services

- Jon Wood and Lloyd Baldwin attended a presentation by the North Florida Broadband Authority, hosted by Suwannee Valley Electrical Cooperative to inform potential customers of the Internet Service Provider about their rate structure and technical capabilities.

Land Resources

- 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.
- Charlie Houder attended the R.O. Ranch Board of Directors monthly meeting.
- Charlie Houder attended the School of Forrest Resources and Conservation Advisory Meeting at UF regarding online degree and certification programs.

Communications

- Communications staff sent out press releases about North Florida Aquifer Replenishment Initiative and the Suwannee River Partnership / IFAS discuss applied science meeting.

Announcements for Week of December 10-14

- Suwannee County Legislative Delegation Meeting at 9:30 am, Live Oak, Dec 11.
- Columbia County Legislative Delegation Meeting at 1:00 pm, Lake City, Dec 11.
- Alachua County Legislative Delegation Meeting at 1:00 pm, Gainesville, Dec 11.
- Levy County Legislative Delegation Meeting at 9:00 am, Bronson, Dec 12.
- Bradford County Legislative Delegation Meeting at 10:00 am, Starke, Dec 12.
- Dixie County Legislative Delegation Meeting at 10:00 am, Cross City, Dec 13.
- Gilchrist County Legislative Delegation Meeting at 1:00 pm, Trenton, Dec 13.



Executive/Management

- Don Quincey and Ann Shortelle attended the Levy County Legislative Delegation Meeting.
- Ann Shortelle attended the FLOW meeting in Lake City.
- Steve Minnis and Tim Sagul attended the Alachua Legislative Delegation Meeting.
- Steve Minnis attended the Legislative Delegation Meetings for Bradford, Gilchrist and Suwannee counties.

Water Supply

- Dale Jenkins attended a meeting with the St. Johns River Water Management District to discuss the method and potential future development of the North Florida- Southeast Georgia Groundwater Flow Model.
- Carlos Herd provided a presentation on aquifer replenishment at the NFRWSP Stakeholder Meeting at Florida Gateway College in Lake City and Ann Shortelle and Hugh Thomas in attended.

Resource Management

- Tim Sagul and Kevin Wright attended a pre-application meeting with representatives of SJRWMD and Gainesville Regional Utilities (GRU) to discuss the renewal of the GRU Water Use Permit.
- Leroy Marshall attended a meeting along with representative from the US COE, FDEO, and FDEM City of Live Oak regarding the City's stormwater master plan and proposed mitigation resulting from T.S. Debby. Representative from the US Army Corps of Engineers, FDEO, and FDEM were also there.

Ag Team/Suwannee River Partnership

- Hugh Thomas participated in an Office of Agricultural Water Policy/DEP BMAP Coordination conference call to follow up on Agricultural producers on water use, fertilizer use, and farm operations using best management practices.
- Ag-Team members began working on contracts for the approved Agricultural cost-share recipients.
- Ag-Team members met with growers to sign up for the 2nd round of cost-share funding.

Water Resources

- Erich Marzolf participated in the Numeric Nutrient Task Force conference call.

Land Resources

- Ann Shortelle, Erich Marzolf, Charlie Houder and Bob Heeke attended a tour of Mallory Swamp to review hydrologic improvements and infrastructure needs.
- Kevin Brown, Ann Shortelle and Bob Heeke tour the Ellaville 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

- Communications staff sent out press releases about the SRWMD Ag Cost-Share Partners Save 315 million gallons of water annually, DEP and SRWMD Working with Agriculture to Reduce Water Use and Improve Water Quality and SRWMD recognizes Robin Lamm for 10 years of service.

Announcements for Week of December 17-21

- Lafayette County Legislative Delegation Meeting at 11:00 am, Mayo, Dec 14.
- Union County Legislative Delegation Meeting at 3:00 pm, Lake Butler, Dec 14.



Weekly Activity Report to Governing Board December 21, 2012

Executive/Management

- Ann Shortelle and Carlos Herd met with John Wheeler and Joel Foreman to discuss the SRWMD's role with the Ichetucknee Partnership.
- Steve Minnis attended the Lafayette County and Union County Legislation Delegation Meetings.
- Ann Shortelle and Steve Minnis met with Mayor Miller, Town of White Springs, regarding the proposed FLOW legislative bill.
- Ann Shortelle met with DEP and FWC regarding the Ellaville – Damascus Land Swap.
- Ann Shortelle and Carlos Herd met with Stan Posey to discuss water resource development project opportunities and toured PCS facilities.

Water Supply

- Dale Jenkins and Trey Grubbs attended a North Florida South Georgia Groundwater Flow Model Development Project Technical Team Meeting in Palatka.

Resource Management

- Tim Sagul and Gloria Hancock attended the North Central Florida Water Well Contractors Association monthly meeting in Gainesville to discuss issues relating to groundwater and the water well industry.

Ag Team/Suwannee River Partnership

- Hugh Thomas attended a meeting with the Santa Fe Soil and Water Conservation District in Lake City to discuss various conservation projects in Columbia County.
- Steve Minnis, Kevin Wright and Hugh Thomas met with representatives from the City of Fanning Springs and Alliance Dairy regarding a reclaimed water project.

Land Resources

- Charlie Houser and Bob Heeke attended a Florida Wild Landing Page Meeting with DEP, NFWMD, SJWMD, and FWCC, and DACS.

Communications

- The Communications team sent out press releases about Sara Alford joining the District as its new finance officer.

Announcements for Week of December 24

- The District will be closed for the Holidays on Dec 24 and 25

MEMORANDUM

TO: Governing Board

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

DATE: December 28, 2012

RE: Authorization to Enter into a Memorandum of Understanding with the Florida Fish & Wildlife Commission (FWC) on the Bell Springs Restoration Project and Approval of Resolution 2012-74 Declaring the Bell Springs Restoration Project in Columbia County as an Environmental Restoration and Enhancement Project

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into a Memorandum of Understanding (MOU) with the FWC in order to outline the commitments of each agency on the Bell Springs restoration project and recommends the approval, during public hearing, of Resolution 2012-74 declaring the Bell Springs restoration project as an environmental restoration and enhancement project.

BACKGROUND

The historic spring run that connected Bell Spring to the Suwannee River has been altered by the installation of four berms and three ponds interconnected by culverts. The District is working with the FWC on a project to restore the natural spring run by removing these berms and reestablishing the historic flow from the spring to the Suwannee River.

In order to begin the process of this restoration, a Memorandum of Agreement must be executed which outlines the responsibilities of each agency for this project. Under this agreement, the FWC will be responsible for implementing the construction phase of the project which was estimated to be \$55,000. The District will be responsible for the design and permit phase. The District's financial commitment for design has been budgeted at \$10,000 for the 2013 fiscal year.

As for the Resolution, Florida Department of Environmental Protection (DEP) rule 62-341.485(2)(b), Florida Administrative Code, requires that the Governing Board approve the project as a restoration and enhancement project during a public hearing. This approval will satisfy the conditions of that rule and will allow staff to apply for a Noticed General Permit through DEP.

The proposed resolution, draft MOU and a project map follow this memorandum.

PW/rl

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
RESOLUTION NO. 2012-74**

**DESIGNATION of BELL SPRINGS RESTORATION PROJECT IN COLUMBIA
COUNTY AS AN ENVIRONMENTAL RESTORATION AND ENHANCEMENT
PROJECT**

WHEREAS, The Suwannee River Water Management District is proposing to restore the historic spring run connection from Bell Spring to the Suwannee River by removing existing berms and culverts, thus restoring natural hydrology; and

WHEREAS, in accordance with Chapter 62-341.485(2)(b), Florida Administrative Code, in order to obtain a Noticed General Permit from the Department of Environmental Protection, the Governing Board of the Suwannee River Water Management District must declare the project an environmental restoration and enhancement project.

PASSED AND ADOPTED THIS 8th DAY OF January, 2013 A.D.

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

MEMBERS OF THE BOARD:

**DON QUINCEY, JR., CHAIRMAN
ALPHONAS ALEXANDER, VICE-CHAIRMAN
DONALD R. CURTIS, III, TREASURER
KEVIN BROWN
GEORGE COLE
GARY F. JONES
VIRGINIA JOHNS
CARL MEECE
GUY WILLIAMS, JR.**

ATTEST:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter this "MOU") is made and entered into effective this _____ day of _____, 2012, by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373 of the Florida Statutes, (hereinafter referred to as the "DISTRICT"), and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, an agency of the State of Florida as provided in Art. IV, § 9, Fla.Const. (hereinafter the "COMMISSION")

RECITALS

WHEREAS, the DISTRICT presently owns a certain parcel of real property in Columbia County, Florida containing approximately 54 acres and addressed as 1245 NW Morrell Drive, White Springs, Florida 32096 (hereinafter the "BELL SPRINGS TRACT"); and,

WHEREAS, the BELL SPRINGS TRACT is adjacent to the Suwannee River and located on the BELL SPRING TRACT is Bell Spring, (hereinafter "BELL SPRING") a fourth magnitude spring which discharges approximately 350 gallons of water per minute or 180 million gallons of water per year via a natural spring run into the Suwannee River; and,

WHEREAS, the BELL SPRING presently is in need of certain improvements to restore the ecological integrity of BELL SPRING and restoration, including, without limitation, earthmoving to restore the natural grade and contours of the original spring run and restoration of the natural vegetation around BELL SPRING (hereinafter the "BELL SPRING PROJECT"); and,

WHEREAS, the DISTRICT and the COMMISSION both agree that the BELL SPRING PROJECT will benefit the people of the State of Florida through enhancement of the fish and wildlife habitat and water quality and each desire to work cooperatively and are willing to fund and perform a portion of the BELL SPRINGS PROJECT; and,

WHEREAS, the parties have reached an agreement with regards to the above and wish to commit their agreement to writing and thereby create a legally enforceable agreement between them.

NOW THEREFORE in consideration of the above recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and the COMMISSION hereby agree as follows:

1. RECITALS. The above recitals are hereby incorporated herein as an integral part hereof.
2. THE BELL SPRINGS PROJECT. The BELL SPRINGS PROJECT shall consist of the following:
 - 2.1 Removal of the four earthen dams which partition the spring run into three

segments and otherwise restoring the natural grade and contours of the original spring run channel to the greatest extent practical. This will be accomplished with traditional earth moving equipment.

2.2 Transplanting native vegetation along the edges of the restored spring run to enhance habitat and prevent erosion.

3. RESPONSIBILITIES OF THE COMMISSION: In regards to the restoration of BELL SPRINGS, the COMMISSION commits to and shall:

3.1 Solicit, procure and fully fund topographic survey of project site and provide final drawings and data files to DISTRICT's Project Manager.

3.2 Provide input and assistance with development of restoration design alternatives.

3.3 Solicit, procure and fully fund construction services for final design alternative and landscaping and provide "as built" drawings upon completion of the project.

3.4 Coordinate with the DISTRICT's Project Manager to perform oversight during construction.

4. RESPONSIBILITIES OF THE DISTRICT: In regards to the restoration of BELL SPRINGS, the DISTRICT commits to and shall:

4.1 Provide engineering and design services for the development of restoration site plans and provide all necessary construction specifications and drawings, including detailed plans for erosion control and native vegetative planting, required for the procurement of construction services to the COMMISSION.

4.2 Secure all local, state and federal permits required for construction activities associated with restoration project.

4.3 Provide authorization and access to the COMMISSION and their consultants and contractors for the purpose of survey and construction services on the site.

4.5 As built certification.

5. NO THIRD PARTY BENEFICIARIES. The provisions of this MOU are for the sole and exclusive benefit of the DISTRICT and the COMMISSION. No provision of this MOU will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights hereunder.

6. MOU NOT TO BE RECORDED. Neither this MOU nor any notice hereof shall be recorded in the public records of any County.
7. MOU SHALL NOT CONVEY PROPERTY RIGHTS NOR CREATE LIENS NOR SECURITY INTERESTS. Notwithstanding anything else herein to the contrary, this MOU shall not be deemed to convey any property right in the DISTRICT PROPERTY nor create any lien on nor security interest in the DISTRICT PROPERTY.
8. ENTIRE AGREEMENT. This written document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
9. GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
10. AMENDMENT, REVOCATION OR ABANDONMENT OF THIS MOU. This MOU may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this MOU.
11. MOU NOT TO BE CONSTRUED AGAINST EITHER PARTY. This MOU is the product of negotiation between the parties, thus the terms of this MOU shall not be construed against either party as the drafter.
12. CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.
13. AUTHORITY. Each person signing this MOU warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.
14. MOU CONTINGENT ON GOVERNING BOARD APPROVAL. Notwithstanding anything else herein to the contrary, this MOU shall not be binding on any party and shall have no effect unless and until this MOU is fully executed and approved by written resolution of the DISTRICT's governing board.

IN WITNESS WHEREOF the DISTRICT has caused these presents to be executed in its name by its Executive Director, the day and year aforesaid.

SUWANNEE RIVER WATER MANAGEMENT
DISTRICT

By: _____

Ann Shortelle, PhD.
As its Executive Director

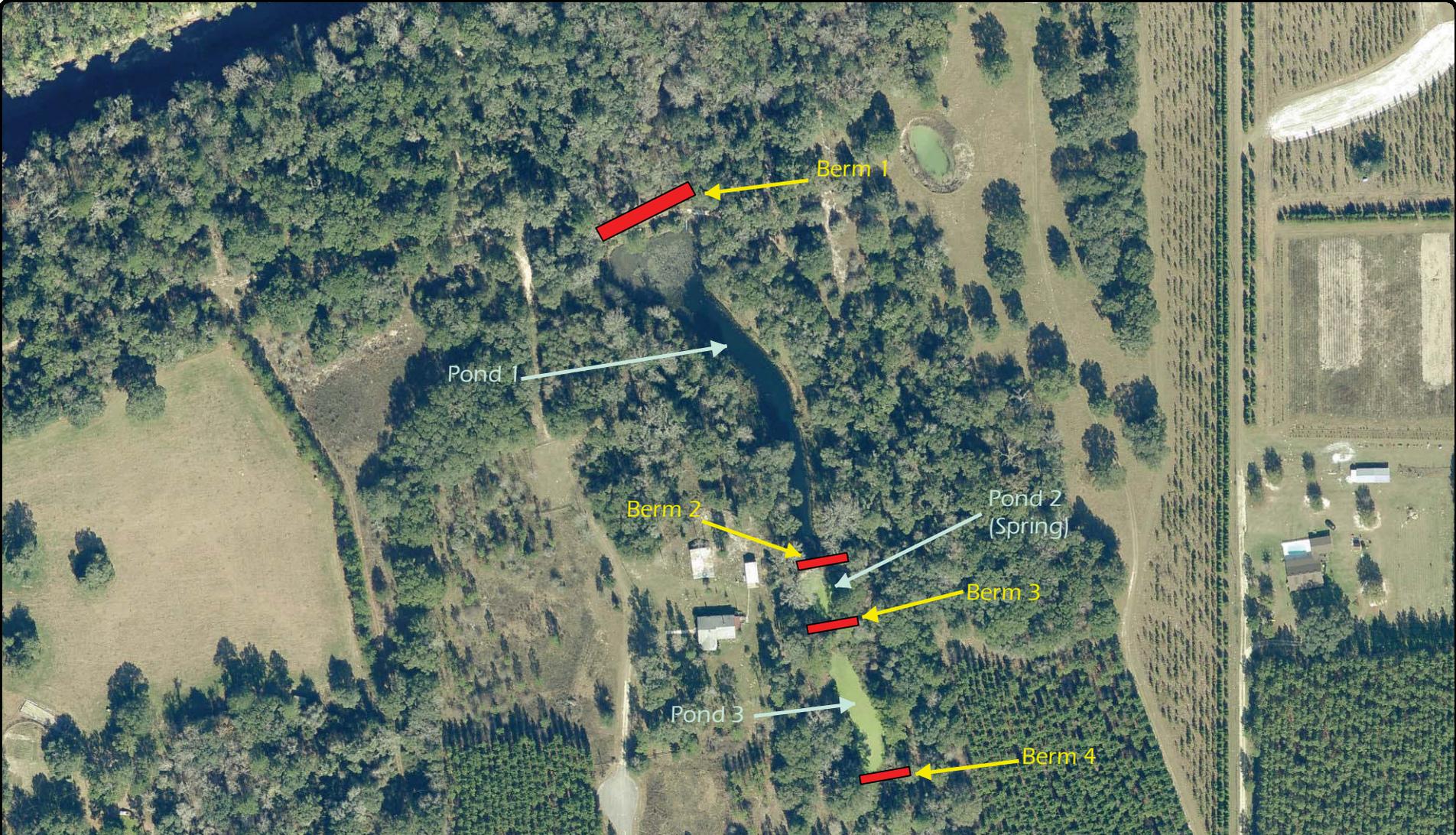
IN WITNESS WHEREOF the COMMISSION has caused these presents to be executed in its name by its Executive Director, the day and year aforesaid.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____

Nick Wiley
As its Executive Director

DRAFT



Bell Springs Restoration Project



January 2013



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.

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