

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

OPEN TO THE PUBLIC

July 9, 2013
9:00 a.m.

District Headquarters
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Additions, Deletions, or Changes to the Agenda
4. Approval of Agenda
5. Items Recommended on Consent
 - Agenda Item 7 - Approval of Minutes for June 11, 2013 Governing Board Meeting and Workshop
 - Agenda Item 10 - Approval of May 2013 Financial Report
 - Agenda Item 17 - Approval of Water Use Permit Application Number 2-08-00095.003, Larry Hilliard Farm, Gilchrist County
 - Agenda Item 18 - Approval of Water Use Permit Application Number 2-83-00036.003, Rockpit, Gilchrist County
6. Approval of Recommended Consent Items
7. Approval of Minutes –June 11, 2013 Governing Board Meeting and Workshop Minutes – **Recommend Consent**
8. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions Update by Megan Wetherington, Senior Professional Engineer
 - B. Presentation by Science, Technology, Engineering and Mathematics (STEM) Students
 - C. Presentation by Stacy Young with Branford FFA on Branford Bend Forestry plot
 - D. Cooperating Agencies and Organizations
 - E. Public Comment
9. Legal Matters
 - Agenda Item 25 – El Rancho No Tengo, Inc.

BUREAU OF ADMINISTRATIVE SERVICES
Dave Dickens, Manager

- AS Page 1 10. Approval of May 2013 Financial Report – **Recommend Consent**
- AS Page 4 11. Recommended Health Care Insurance

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

- LR Page 1 12. Authorization to Amend Contract No. 12/13-001 Wildland Fire Services Inc.
- LR Page 2 13. Consideration of Resolution No. 2013-12 Authorizing the Sale of the 30 Acres Cabbage Grove Surplus Parcel in Taylor County to KaiserKane, Inc.
- LR Page 19 14. Land Resources Activity Summary

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

- WS Page 1 15. Approval of Engineering and Applied Sciences, Inc., Contract 10/11-067

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

- WR Page 1 16. Agricultural Water Use Monitoring Update

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

- RM Page 1 17. Approval of Water Use Permit Application Number 2-08-00095.003, Larry Hilliard Farm, Gilchrist County – **Recommend Consent**
- RM Page 9 18. Approval of Water Use Permit Application Number 2-83-00036.003, Rockpit, Gilchrist County - **Recommend Consent**
- RM Page 17 19. Approval of Water Use Permit Application Number 2-12-00049.003, Bullard Farms, Inc., Suwannee County
- RM Page 26 20. Approval of Water Use Permit Application Number 2-83-00051.003, White Farm, Levy County
- RM Page 34 21. Authorization of an Interagency Agreement between the Suwannee River Water Management District and the Northwest Florida Water Management District for the Designation of Regulatory Responsibility of Pinckney Hill Plantation for Water Use Permitting

RM Page 37 22. Approval of Water Use Permit Application Number 2-82-00065.002, Pinckney Hill Plantation, Jefferson County

RM Page 46 23. Permitting Summary Report

RM Page 48 24. Enforcement Status Report

**GOVERNING BOARD LEGAL COUNSEL
Tom Reeves**

LC Page 1 25. Legal Matters Relating to El Rancho No Tengo, Inc. – **Scheduled to be heard in the Legal Matters section of the meeting**

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

EO Page 1 26. North Florida Regional Water Supply Partnership Stakeholder Committee Update

EO Page 2 27. District's Weekly Activity Reports

28. Announcements

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

August 13, 2013 9:00 a.m. Board Meeting followed by Workshop
District Headquarters

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

29. 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 at any time during the meeting. This agenda may be changed for good cause shown as determined by the Chair 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 Governing Board meetings are encouraged.

AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

July 9, 2013
Following the Governing Board Meeting

District Headquarters
Live Oak, Florida

1. Eutrophication
2. CUPCon Comments

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
June 11, 2013

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	Sec/Treas.	X	
Lower Suwannee Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		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 Comm. Director	Steve Minnis	X	
Administrative Services Bureau Director	Dave Dickens	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 Mgmt. Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Kevin Wright, SRWMD
Jon Wood, SRWMD
Clay Coarsey, SRWMD
Sara Alford, SRWMD
Leroy Marshall, SRWMD
Warren Zwanka, SJRWMD
Jeannette Hinsdale, Gainesville

Bob Powell, James Moore and Company
Mark Wray, G.S.O, Ginnie Springs
Marrillee Malwitz-Jipson, Our Santa Fe River, Ft. White
Annette Long, Chiefland
Lesley Gamble, Gainesville
Jeff Hill, Lake City
John Moran, Gainesville
Dan Buchanan, Farm Bureau, Madison
Renate Cannon, Chiefland
Cory Mikell, H2O Mobile Lab, High Springs
Kim Davis, Blue Springs Park, Inc., High Springs
Matt Barr, Blue Springs Park, Inc., High Springs
Tony Cunningham, Gainesville Regional Utilities, Gainesville
Greg Harlen, Farm Bureau

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

Agenda Item No. 3 Governing Board Selection of Secretary/Treasurer

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

Agenda Item No. 4 Governing Board Appointment of Audit Committee Members

An Audit Committee was appointed by Chairman Quincey. Members appointed to serve are Virginia Jones, Guy Williams, Ann Shortelle and Don Quincey.

An Executive Director Performance Evaluation Committee was appointed by Chairman Quincey. Members appointed to serve are George Cole, Kevin Brown, and Mr. Quincey.

Agenda Item No. 5 - Additions, Deletions, or Changes to the Agenda.

Addition:

- SUP Page 1 - Division of Water Resource – Purchase of Water Use Monitoring Equipment

Change:

- Agenda Item 38 - Approval of Tentative Fiscal Year 2014 Millage and Budget

Agenda Item No. 6 – Approval of Agenda.

MR. CURTIS MADE A MOTION TO ACCEPT THE AGENDA. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

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Agenda Item No. 7 – Consent Agenda.

- Agenda Item 9– Approval of Minutes – May 16, 2013 Governing Board Meeting Minutes and May 17, 2013 Workshop Minutes
- Agenda Item 10 - Amendment of the December 2012 Governing Board Meeting Minutes to include the Omission of Documentation of the Board’s Approval of the FY 2014 Preliminary Budget
- Agenda Item 13 - Approval of April 2013 Financial Report
- Agenda Item 16 – Authorization to Amend Rule 40B-9.131 and 40B-9.139, Florida Administrative Code (F.A.C.)
- Agenda Item 22 - Approval of Water Use Permit Application Number 2-11-00027.002, Nacep Farm, Gilchrist County
- Agenda Item 23 – Approval of Water Use Permit Application Number 2-84-0029.004, Rodney Dicks Farm, Columbia County
- Agenda Item 24 – Approval of Water Use Permit Application Number 2-84-00076.004, Homeplace Farm, Gilchrist County
- Agenda Item 25 – Approval of Water Use Permit Application Number 2-84-01097.005, Fraleigh Blues, Madison County
- Agenda Item 26 – Approval of Water Use Permit Application Number 2-84-00314.003, Castleton/129 Pivot/Newground, Gilchrist County
- Agenda Item 27 – Approval of Water Use Permit Application Number 2-86-00022.002, J.M. Holtzclaw, Suwannee County
- Agenda Item 28 – Approval of Water Use Permit Application Number 2-96-00023.002, Charles & Shelia Buckner Farm, Suwannee County

Agenda Item No. 8 – Approval of Recommended Consent Items.

MRS. SANCHEZ 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No.9– April 9, Governing Board Meeting May 16, 2013 and Workshop May 17, 2013 Meeting Minutes – Approved on Consent.

Agenda Item No. 10 – Amendment of the December 2012 Governing Board Meeting Minutes to include the Omission of Documentation of the Board’s Approval of the FY 2014 Preliminary Budget Approved on Consent.

Agenda Item No.11 - Items of General Interest for Information/Cooperating Agencies and Organizations

- Megan Wetherington gave a presentation of hydrologic conditions of the District.
- Public Comments: (Notations provided as Written on Sign In Sheet)
The following citizens addressed the Governing Board:
 1. Jeff Hill – Legal matter. Status report on settlement negotiations.
 2. Annette Long-FDEP, MFL’s and recreational role hearing.
 3. Marrillee Malwitz-Jipson – Request for a moratorium on large CUP/WUP until science can prove that it is ok; lower Santa Fe River MFL’s show that we will already be in “recovery” when they are released.
 4. Mark Wray – G.S.O., Ginnie Springs

Agenda Item No. 12 – Public Hearings

- Agenda Item 34 – Public Hearing and Authorization to Publish a Notice of Change and File Amendments to 40B-1, 40B-4, and 40B-400, Florida Administrative Code (F.A.C.) – heard and voted on during the Resource Management Section of the Agenda under Agenda Item 34 as originally scheduled in the agenda.

BUREAU OF ADMINISTRATIVE SERVICES

Agenda Item No. 13 – Approval of April 2013 Financial Report. Approved on Consent.

Agenda Item No. 14 – Acceptance of Fiscal Year 2012/2013 Annual Financial Audit Report. Dave Dickens, Bureau Director, introduced Bob Powell, Financial Auditor, with James Moore and Company. Mr. Powell gave an overview of the Fiscal Year 2012/2013 Financial Audit report. Mr. Dickens then presented the staff recommendation for approval of the FY 2012/2013 annual financial audit report as presented in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE FY 2012/2013 ANNUAL FINANCIAL AUDIT REPORT. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 15 – FY 2012/2013 Budget Amendment Number 2 to Recognize Revenues.

Mr. Dickens presented the staff recommendation to approve the FY 2012/2013 budget amendment number 2 to recognize revenues as presented in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE FY 2012/2013 BUDGET AMENDMENT NUMBER 2 TO RECOGNIZE REVENUE. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

DIVISION OF LAND RESOURCES

Agenda Item No. 16 – Authorization to Amend Rule 40B-9.131 and 40B-9.139, Florida Administrative Code (F.A.C.). Approved on Consent.

Agenda Item No. 17 – Authorization to Conduct a Detailed Assessment and Commence Negotiations with Bradford Timberlands, LLC on a Fee Simple Purchase in Bradford County. Mr. Houser presented the staff recommendation to conduct a detailed assessment and commence negotiations with Bradford Timberlands, LLC on a fee simple purchase in Bradford County as provided in the Board materials.

MR. ALEXANDER MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO CONDUCT A DETAILED ASSESSMENT AND COMMENCE NEGOTIATIONS WITH BRADFORD TIMBERLANDS, LLC ON A FEE SIMPLE PURCHASE IN BRADFORD COUNTY. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 18 – Surplus Lands Listing Agreement. Mr. Houser presented the staff recommendation to the Governing Board to continue the brokerage and listing agreements with Douglas W. King of Jim King Realty Inc., Ronnie Poole of Poole Realty Inc. and Baynard J. Ward of Daniel Crapps Agency Inc. for the sale of District surplus lands for a period of 90 days as provided in the Board materials.

MR. CURTIS MADE A MOTION AUTHORIZING THE CONTINUANCE OF BROKERAGE AND LISTING AGREEMENTS WITH DOUGLAS KING OF JIM KING REALTY INC., RONNIE POOLE OF POOLE REALTY INC. AND BAYNARD J. WARD OF DANIEL CRAPPS REALTY INC. FOR THE SALE OF DISTRICT SURPLUS LANDS FOR A PERIOD OF 90 DAYS. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 19 – 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. 20 – Authorization to Extend Contract 12/13-019 with Land and Sea Surveying Concepts, Inc., for Middle Suwannee River Bathymetric Surveying in Support of Minimum Flows and Levels Development. Carlos Herd, P.G., Division Director, presented the staff recommendation to the Governing Board to authorize the Executive Director to enter into a contract with Land and Sea Surveying Concepts, Inc. until January 15, 2015 for an additional fee not to exceed \$250,000 to continue bathymetric surveying on future minimum flows and levels as provided in the Board materials.

DR. COLE MADE A MOTION TO AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND CONTRACT 12/13-019 WITH LAND AND SEA SURVEYING CONCEPTS, INC., UNTIL JANUARY 15, 2015, FOR AN ADDITIONAL FEE NOT TO EXCEED \$250,000 TO CONTINUE BATHYMETRIC SURVEYING ON FUTURE MINIMUM FLOWS AND LEVELS. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION

CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 21 – Consideration of Resolution 2013-11 Requesting the Department of Environmental Protection to Adopt the Lower Santa Fe and Ichetucknee rivers and Springs Minimum Flows and Levels and Associated Prevention and Recovery Strategies. Mr. Herd presented staff recommendation to the Governing Board to approve Resolution 2013-11 subject to Senate Bill 244 becoming law, requesting the Department of Environmental Protection to adopt the lower Santa Fe and Ichetucknee Rivers and priority springs minimum flows and levels and associated prevention and recovery strategies.

MR. CURTIS MADE A MOTION TO ADOPT RESOLUTION 2013-11 SUBJECT TO SENATE BILL 244 BECOMING LAW, REQUESTING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO ADOPT LOWER SANTA FE AND ICHETUCKNEE RIVERS AND PRIORITY SPRINGS MINIMUM FLOWS AND LEVELS AND ASSOCIATED PREVENTION AND RECOVERY STRATEGIES. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Ms. Annette Long addressed the Governing Board.

DIVISION OF WATER RESOURCES

SUP No.1 - Purchase of Water Use Monitoring Equipment. Megan Wetherington, Supervising Professional Engineer, presented staff recommendation to the Governing Board to waive the District's current procedural limit of \$15,000 for informal bid purchases and authorize the Executive Director to approve this one-time only purchase of water use monitoring equipment totaling less than \$35,000.

MR. CURTIS MADE A MOTION TO WAIVE THE DISTRICT'S PROCEDURAL LIMIT OF \$15,000 FOR INFORMAL BID PURCHASES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE THIS ONE-TIME ONLY PURCHASE OF WATER USE MONITORING EQUIPMENT TOTALING LESS THAN \$35,000. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

DIVISION OF RESOURCE MANAGEMENT

Agenda Item No. 22 – Approval of Water Use Permit Application Number 2-11-00027.002, Nacep Farm, Gilchrist County. Approved on Consent.

Agenda Item No. 23 – Approval of Water Use Permit Application Number 2-84-00029.004, Rodney Dicks Farm, Columbia County. Approved on Consent.

Agenda Item No. 24 - Approval of Water Use Permit Application Number 2-84-00076.004, Homeplace Farm, Gilchrist County. Approved on Consent.

Agenda Item No. 25 – Approval of Water Use Permit Application Number 2-84-01097.005, Fraleigh Blues, Madison County. Approved on Consent.

Agenda Item No. 26 – Approval of Water Use Permit Application Number 2-84-00314.003, Castleton/129 Pivot/Newground, Gilchrist County. Approved on Consent.

Agenda Item No. 27 – Approval of Water Use Permit Application Number 2-86-00022.002, J.M. Holtclaw, Suwannee County. Approved on Consent.

Agenda Item No. 28 – Approval of Water Use Permit Application Number 2-96-00023.002, Charles & Shelia Buckner Farm, Suwannee County. Approved on Consent.

Agenda Item No. 29 – Approval of Water Use Permit Application Number 2-94-00018.003, Cabbage Grove Mining Company, Taylor County. Kevin Wright, Professional Engineer, Division of Resource Management, presented the staff recommendation to the Governing Board for approval of water use permit application number 2-94-00018.003, Cabbage Grove Mining Company, Taylor County with eighteen standard conditions and two special limiting conditions to Foley Timber and Land Company, LP in Taylor County as provided in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-94-00018.003, CABBAGE GROVE MINING COMPANY, TAYLOR COUNTY. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Mr. Curtis excused himself from the meeting at 11:10 a.m.

Agenda Item No. 30 - Approval of Water Use Permit Application Number 2-12-00012.002, Old College Tract, Gilchrist County. Mr. Wright presented the staff recommendation to the Governing Board for approval of water use permit application number 2-12-00012.002, Old College Tract, Gilchrist County with eighteen standard conditions and six special limiting conditions to Bass Farms, Inc. in Gilchrist County as provided in the Board materials.

MRS. SANCHEZ MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-12-00012.002, OLD COLLEGE TRACT, GILCHRIST COUNTY, WITH THE REMOVAL OF SPECIAL CONDITION NUMBER 23. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 31 – Approval to Amend Contract 09/10-077 with AMEC Environment & Infrastructure, Inc. for the Implementation of the Federal Emergency Management Agency (FEMA) Risk Mapping Assessment, and Planning (MAP) Program within the Mapping Activity Statement (MAS) for FEMA Fiscal Year (FY) 2011. James Link, Engineer II, presented staff recommendation

to the Governing Board to authorize the Executive Director to amend contract 09/10-077 with AMEC Environment & Infrastructure, Inc. (AMEC) for MAS 11.08f tasks, not to exceed \$1,760,464 as provided in Board materials.

MR. ALEXANDER MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND CONTRACT 09/10-077 WITH AMEC ENVIRONMENT & INFRASTRUCTURE, INC. FOR MAS 11.08F TASKS, NOT TO EXCEED \$1,760,464. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 32 -- Ratification of Contract 12/13-182 with Alliance Dairies for a Nutrient Reduction Project. Mr. Wright presented staff recommendation to the Governing Board to authorize the Executive Director to execute contract 12/13-182 with Alliance Dairies for a nutrient reduction project for an amount not to exceed \$300,000 as provided in the Board materials.

MR. JONES MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE CONTRACT 12/13-182 WITH ALLIANCE DAIRIES FOR A NUTRIENT REDUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$300,000. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 33 – Authorization for the Executive Director to Take Enforcement Action Regarding Rodney O. Tompkins, Trustee, and Rodney Tompkins, CE 11-0001, Gilchrist County. Tim Sagul, P.E., Division Director, presented staff recommendation to the Governing Board to authorize the Executive Director to take enforcement action regarding Rodney O. Tompkins, Trustee, and Rodney Tompkins, Gilchrist County for use of water without a permit as provided in the Board materials.

MRS. SANCHEZ MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ENFORCEMENT ACTION REGARDING RODNEY O. TOMPKINS, TRUSTEE, AND RODNEY TOMPKINS FOR USE OF WATER WITHOUT A PERMIT IN GILCHRIST COUNTY. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 34 – Public Hearing and Authorization to Publish a Notice of Change and File Amendments to 40B-1, 40B-4, and 40B-400, Florida Administrative Code (F.A.C.). Leroy Marshall, Senior Professional Engineer, presented staff recommendation to the Governing Board authorizing approval of changes for 40B-1, 40B-4, 40B-400 and the Applicant's Handbook Volume II also to file 40B-1,40B-4 and 40B-400, F.A.C., with Department of State if no comments or objections are received.

Chairman Quincey opened the public hearing to receive public comment.

The following public addressed the Governing Board:

1. Annette Long
2. Renate Cannon

Chairman Quincey closed the public hearing.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE STAFF TO PUBLISH A NOTICE OF CHANGE AND FILE AMENDMENTS TO 40B-1, 40B-4, AND 40B-400, FLORIDA ADMINISTRATIVE CODE (F.A.C.). THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 35 – Approval of 2013-2014 Annual Regulatory Plan. Mr. Sagul presented staff recommendation to the Governing Board to approve the 2013-2014 Annual Regulatory Plan and for staff to submit the 2013-2014 Annual Regulatory Plan to the Office of Fiscal Accountability and Regulatory Reform (OFARR), Joint Administrative Procedures Committee (JAPC), the Speaker of the House and the Senate President as provided in the Board materials.

MR. ALEXANDER MADE A MOTION AUTHORIZING TO APPROVE THE 2013-2014 ANNUAL REGULATORY PLAN AND TO SUBMIT THE PLAN TO THE OFFICE OF FISCAL ACCOUNTABILITY AND REGULATORY REFORM, JOINT ADMINISTRATIVE PROCEDURES COMMITTEE, THE SPEAKER OF THE HOUSE AND THE SENATE PRESIDENT. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 36 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item as provided in the Board materials.

Agenda Item No. 37 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item as provided in Board materials.

GOVERNING BOARD LEGAL COUNSEL

No Items

EXECUTIVE OFFICE

Agenda Item No. 38– Approval to Tentative Fiscal Year 2014 Millage and Budget. Dr. Ann Shortelle, Executive Director, presented the staff recommendation to the Governing Board to approve the tentative fiscal year (FY) 2014 budget and authorize staff to notify the Property Appraisers of the District's 15 counties that: (1) the District proposes to levy a millage rate of 0.4143; (2) the District will hold one public hearing on September 10, 2013 to tentatively adopt the FY 2014 budget and establish the millage rate; and (3) will hold a second public hearing on

September 24, 2013 to adopt the FY 2014 budget and establish the millage rate as provided in Board materials.

MR. ALEXANDER MADE A MOTION TO APPROVE THE FISCAL YEAR 2014 MILLAGE RATE AND BUDGET PENDING THE OUTCOME OF TWO PUBLIC HEARINGS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 39 – Ratification of Updated Attendance and Leave Policy. Jon Dinges, Assistant Executive Director, presented the staff recommendation to the Governing Board to ratify the updated District attendance and leave policy as provided in the board materials.

Chairman Quincey suggested the Governing Board vote on all three policies together (Agenda Item No. 39 – Ratification of Updated Attendance and Leave Policy, Agenda Item No. 40 – Approval of Updated Travel Policy, and Agenda Item No. 41 – Approval of Updated District Information Technology and Communications System Policy).

MR. ALEXANDER MADE A MOTION TO APPROVE THE UPDATED ATTENDANCE AND LEAVE POLICY, UPDATED TRAVEL POLICY, AND UPDATED DISTRICT INFORMATION TECHNOLOGY AND COMMUNICATION SYSTEMS POLICY. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 42 – North Florida Regional Water Supply Partnership Stakeholder Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Committee update was provided as an informational item in the Board materials.

Agenda Item No.43- District’s Weekly Activity Reports. The District’s Weekly Activity Reports were provided as an informational item in the Board materials.

Chairman

ATTEST:

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Administrative Service Bureau Manager

DATE: June 21, 2013

RE: Approval of May 2013 Financial Report

RECOMMENDATION

Staff recommends the Governing Board approve the May 2013 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
Cash Report
May 2013**

ACCOUNT	Monthly Interest	Interest Rate %	Closing Balance
Bank of America Permit Fee	-	-	\$46,453.71
First Federal Permit Fee	\$1.86	0.30%	\$7,511.17
First Federal Depository	\$318.36	0.39%	\$828,579.13
SPIA	\$50,896.41	1.56%	\$41,571,474.15
SBA Fund A	\$44.23	0.20%	\$268,663.10
SBA Fund B	-	-	\$474,603.03
TOTAL	\$51,260.86		\$43,197,284.29

**Suwannee River Water Management District
Statement of Sources and Uses of Funds
For the Month ending May 31, 2013
(Unaudited)**

	Current Budget	Actuals Through 5/31/2013	Variance (Under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 4,939,542	\$ (260,458)	95%
Intergovernmental Revenues	6,338,344	973,787	(5,364,557)	15%
Interest on Invested Funds	158,000	738,329	580,329	467%
License and Permit Fees	100,000	114,828	14,828	115%
Other	714,583	997,553	282,970	140%
Fund Balance	4,075,895	-	-	-
Total Sources	\$ 16,586,822	\$ 7,764,039	\$ (4,746,888)	47%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,189,833	\$ 2,636,544	\$ 26,971	\$ 5,526,318	32%	33%
Acquisition, Restoration and Public Works	2,322,848	319,067	-	2,003,781	14%	14%
Operation and Maintenance of Lands and Works	2,701,117	1,242,298	-	1,458,819	46%	46%
Regulation	1,472,269	730,556	-	741,713	50%	50%
Outreach	75,000	118,192	-	(43,192)	158%	158%
Management and Administration	1,825,755	1,345,412	(2,984)	483,327	74%	74%
Total Uses	\$ 16,586,822	\$ 6,392,069	\$ 23,987	\$ 10,170,766	39%	39%

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 May 31, 2013 and covers the interim period since the most recent audited financial statements.

MEMORANDUM

TO: Governing Board
FROM: Dave Dickens, Manager, Bureau of Administrative Services
DATE: June 28, 2013
RE: Recommended Health Care Insurance

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to continue healthcare insurance coverage from Florida Blue at an aggregate premium cost estimated at \$686,578 for Fiscal Year 2014 budget (using current staffing).

BACKGROUND

The Parks Johnson Agency was selected to obtain health, dental and vision insurance coverage for FY2013. At that time they assisted staff in modifying the 2012 contract to secure policies comparable to the policies offered to State of Florida employees. A study performed by the Department of Management Services on the State of Florida's employee insurance policies determined the plans were too rich. According to The Parks Johnson Agency, SRWMD is "ahead of the curve in adopting these strategies in plan design."

A survey of employees was conducted in 2013 to determine the level of staff satisfaction with the insurance plans and gather input for informed decision making. A wide range of comments were received, but an overall general satisfaction in the current plans was determined.

Although Health Insurance premiums are estimated to increase nine percent, based on current employee enrollment and dependent coverage selection the total cost is expected to be reduced. This is reflected in a lower cost request than was made for Fiscal Year 2013 (\$703,000).

<u>COVERAGE</u>	<u>CARRIER</u>	<u>FY13</u> <u>Estimate</u>	<u>FY14</u> <u>Estimate</u>	<u>District Paid</u> <u>Increase</u>
Health	Florida Blue	\$630,104	\$686,578	\$56,474
Dental	FL Combined	\$47,200	\$47,200	No Increase
Vision	Humana	\$7,700	\$7,700	No Increase
Total		\$685,004	\$741,478	\$56,474

Staff continues to work with DEP, legislative staff and the other water management districts to acquire combined healthcare coverage for better rates and coverage.

Funding for this recommendation is included in the Tentative Fiscal Year 2014 budget and is contingent upon final approval of the Fiscal Year 2014 budget.

/gal

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: June 24, 2013
RE: Authorization to Amend Contract No.12/13-001 Wildland Fire Services Inc.

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to amend contract 12/13-001 with Wildland Fire Services Inc. to increase the total not to exceed amount by \$25,000, from \$375,000 to \$400,000.

BACKGROUND

Prescribed burning is one of the most important and cost effective management activities occurring on District land. This practice is instrumental in helping the District meet its vegetation management and natural community restoration goals, as well as protecting against the damaging effects of wildfire.

Wildland Fire Services has currently expended approximately 98% of their budget. To date, they have burned approximately 9,200 acres and installed or rehabilitated over 18 miles of firelines.

Crews with the Florida Forest Service continue to work at full capacity and have burned approximately 2,600 acres exceeding their FY2013 target acreage on Twin Rivers State Forest by approximately 30%.

Additional funds would be applied to aerial burning operations on the Mallory Swamp tract or on upland areas requiring growing season burns. Conditions in Mallory Swamp were too wet earlier in the year to conduct large scale aerial burning operations. Current drier weather patterns continue to provide good burning conditions and should allow contractors to continue their momentum into the summer.

Funding for this increase would come from the current Natural Community Management budget.

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: June 24, 2013
RE: Consideration of Resolution No. 2013-12 Authorizing Sale of the 30-acre Cabbage Grove Surplus Parcel in Taylor County to KaiserKane, Inc.

RECOMMENDATION

Staff recommends approval and execution of Resolution 2013-12 authorizing the sale of the 30-acres Cabbage Grove surplus parcel in Taylor County to KaiserKane, Inc.

BACKGROUND

In March 2012, the District Governing Board declared the 30-acres ± Cabbage Grove parcel in Taylor County as surplus property. Staff was directed to market the property with Poole Realty in Live Oak. This parcel was acquired as part of the 38,000-acre Rivers of the Big Bend purchase in 1996 from Foley Timber and Land for a price of \$548.00 per acre. The surplus land committee reviewed this offer at a publicly noticed meeting held on June 26, 2013

KaiserKane, Inc. has agreed to pay the District \$1,925.00 per acre for an estimated total of \$57,750. The parcel was appraised in May of 2012, and the valuation was updated June 15, 2013 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract equals the new appraised value. A notice of intent to sell will be advertised in a local Taylor County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District council will prepare deeds and close the conveyance of property with KaiserKane, Inc.

RR/pf
Cabbage Grove Surplus Tract
008-00542

CABBAGE GROVE SURPLUS PARCEL
PUBLIC HEARING SUMMARY

TRACT: Cabbage Grove

COUNTY: Taylor

ACREAGE: 30 acres ±

TRACT DESCRIPTION: The Cabbage Grove parcel is predominately planted slash pine.

PARENT TRACT: Bought in February 1996 from Foley Timber and Land Co., the 2,003-acre parent tract was acquired to provide protection to the Aucilla River system. This proposal represents 1% of the parent tract.

ACCESS: The property has frontage along Cabbage Grove Road, a county graded road.

CURRENT ZONING: Conservation (1 unit/40 acres)

INTERESTS TO BE RETAINED: The buyer has requested the District not reserve the interest in the property's phosphate, minerals, metals and petroleum which would otherwise be reserved by the operation of Section 270.11, Florida Statutes.

TRANSACTION COSTS: The District will pay the full survey costs and for an owner's title insurance policy and its own attorney's fees.

RESOURCE REVIEW

(a) Water Resources:

Recharge: N/A

Springs Protection: N/A

Surface Water Protection: N/A

Floodplain: 1 acre (3%)

(b) Management Efficiency:

New fire lines would need to be constructed along north and west sides of the surplus parcel.

(c) Public Use:

The property is in the Aucilla Wildlife Management Area open for public hunting.

(d) Archaeological, Historical:

The entire tract is in a High Probability Archaeological Zone

Ecological Records:

Protected Plants: No Records

Protected Animals: No Records

Exotic Plants: No Records

Natural Communities: Mesic Flatwoods 1 acre
 Scrubby Flatwoods 29 acres

- (e) Linkage:
This parcel is on the southeast corner of the parent tract. No new acquisitions are planned in this area.
- (f) Adverse Impact to Future Management:
The property can be sold with little impact to management of existing District lands. The Cabbage Grove entrance sign will have to be moved.
- (g) Marketability:
The property is deemed marketable on the open real estate market.
- (h) Other Public Land Managers:
Cooperating public land managers will be notified of the sale.
- (i) Disposition Requirements:
These lands were purchased with Preservation 2000 funds. Disposition of these lands will comply with the requirements of Section 259.101(6), F.S.

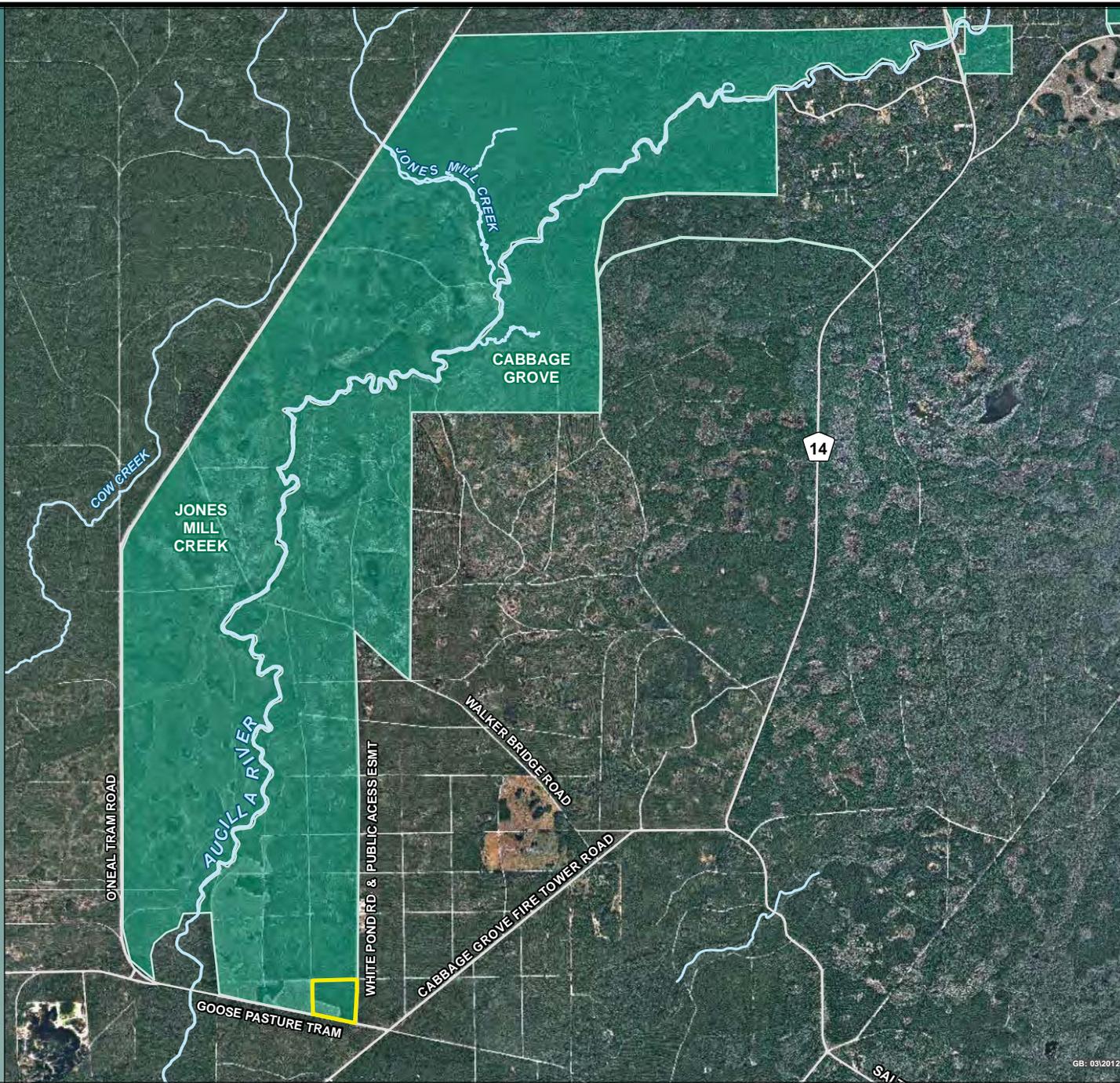
ANALYSIS: The 30 acres of the Cabbage Grove parcel is in compliance with Program Directive 2011-03 for consideration as a surplus property. The tract is recommended for sale without reservation.

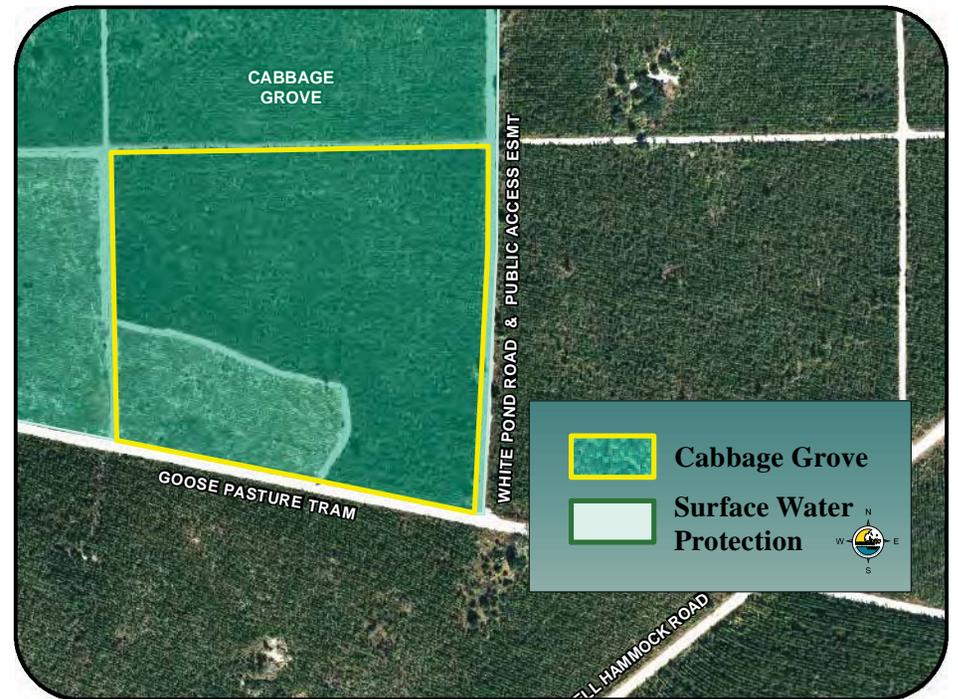
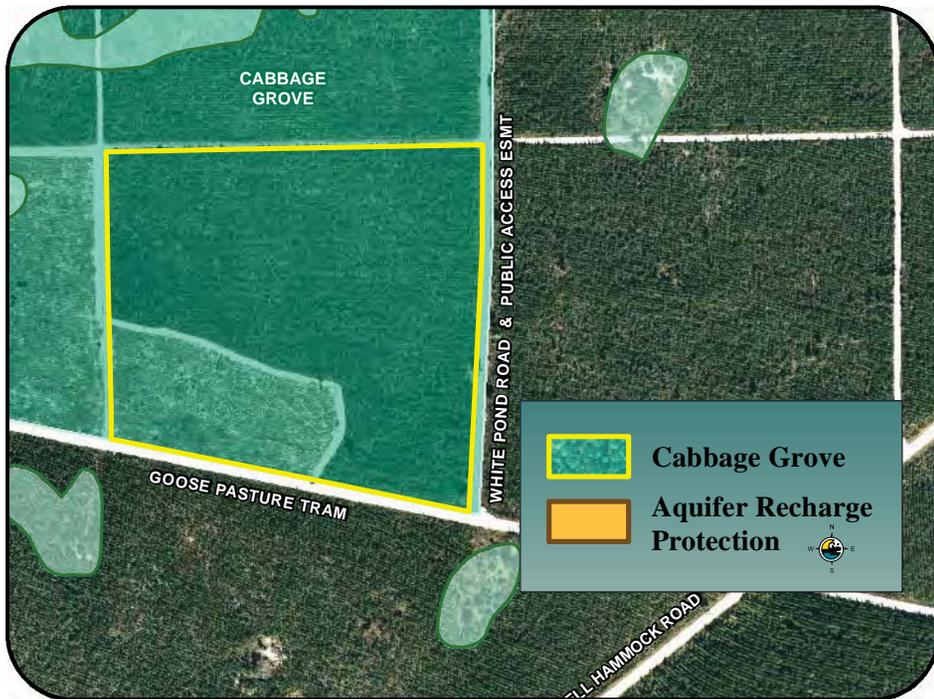
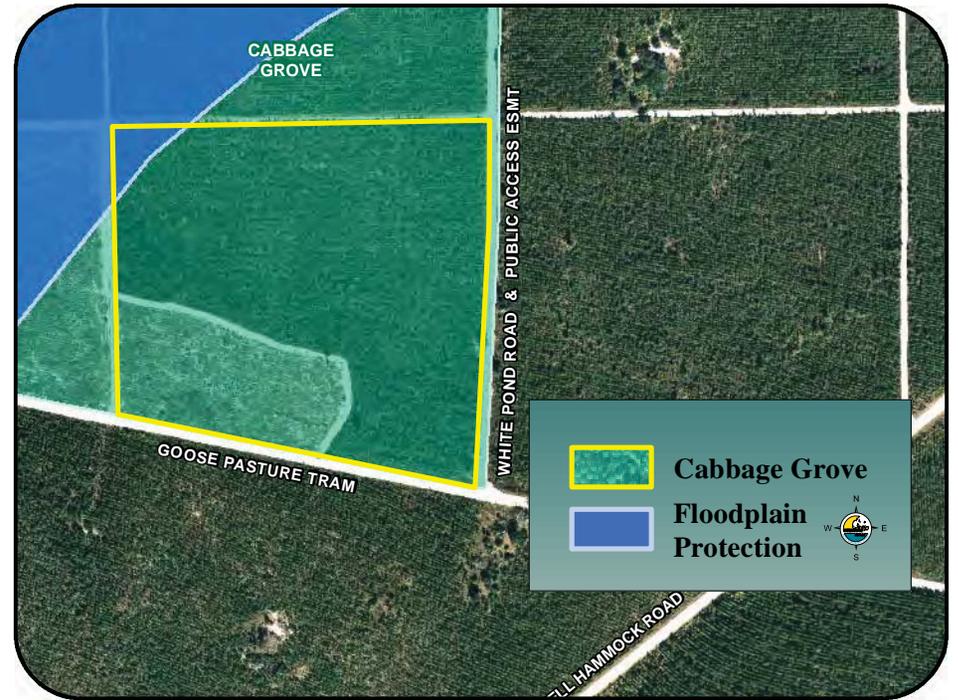
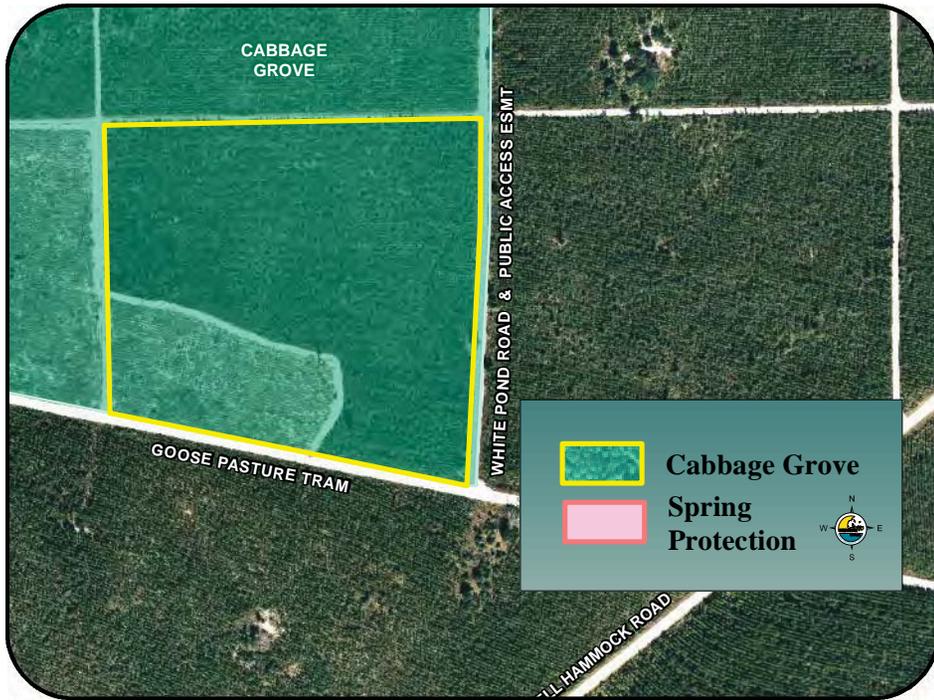
Cabbage Grove Taylor County Florida

-  Potential Surplus Boundary
-  SRWMD Fee Land
-  Streams & Rivers



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





SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2013-12

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

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

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

WHEREAS, the DISTRICT owns certain real property; and,

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

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

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

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

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

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.

- C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by W.B. Carlton and is dated June 15, 2013.
 - D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
- A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.
 - ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.
 - iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.
5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 9TH DAY OF JULY, 2013.

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

MEMBERS OF THE BOARD:

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

ATTEST:

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

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

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

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

*Cabbage Grove
Taylor Co.
Surplus Co.
6/25
July and Tues.
will sign*

BUYER shall mean: KaiserKane Inc Name: _____
Address: 311 East Jennings St
Tallahassee, FL 32301
Phone 850-933-7769

PURCHASE PRICE shall mean the product

of the SURVEYED ACRES multiplied by: \$ _____
1925.00, per acre.

BINDER shall mean the total sum of:
\$ 1000 3 days after effective date
Buyer request mineral rights. District will supply survey. MLS 81765. Goose Pasture Trm 30 acre

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

REALTOR Pool Realty Inc

SRWMD 690
Commission Party
Paying Commission

CONTRACT FOR SALE OF REAL PRO

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

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

Parties shall equally divide: -Cost of the SURVEY

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

CONTRACT FOR SALE OF REAL PRO

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

10. **ENVIRONMENTAL MATTERS:**

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

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

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

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

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

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

13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title,

CONTRACT FOR SALE OF REAL PRO

survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.

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

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

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

CONTRACT FOR SALE OF REAL PRO

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

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

19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the

CONTRACT FOR SALE OF REAL PRO

laws of the State of Florida, without regard to its conflict of laws rules.

25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of

CONTRACT FOR SALE OF REAL PRO

negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.

36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

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

PROPERTY TAX DISCLOSURE SUMMARY

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

RADON GAS NOTICE

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

LEAD BASED PAINT HAZARD

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

CONTRACT FOR SALE OF REAL PRO

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

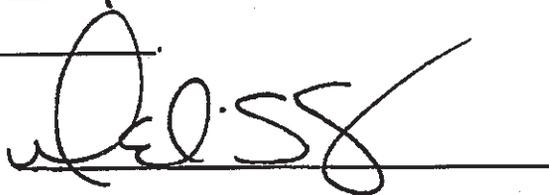
EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
 Ann Shortele, PhD
 As its Executive Director

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

EXECUTED on this 7 day of May, ~~2012~~²⁰¹³ by BUYER,



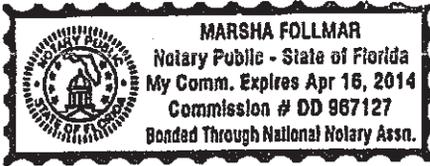
STATE OF Florida

COUNTY OF Leon

Acknowledged before me this 7th day of May, ~~2012~~²⁰¹³, by Melissa

Oglesby who is personally known to me or who produced _____ as identification.

CONTRACT FOR SALE OF REAL PRO



Marsha Follmar
Notary Public

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

RECEIPT

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

DATED on _____, 2012.

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

By: _____
George T. Reeves
For the Firm

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

CONTRACT FOR SALE OF REAL PRO

MEMORANDUM

TO: Governing Board
FROM: Charlie Houder, Director, Division of Land Resources
DATE: June 24, 2013
SUBJECT: Land Resources Activity Summary

Staff performed seven conservation easement reviews during the past month:

- Florida Sherriff Youth Ranch
- Plum Creek Timberlands-Gainesville Wellfield
- Chinquapin Farm, LLC-Chinquapin Farm
- Red Hills Land Company-Foster
- Plum Creek Timberlands-Manatee Springs addition Suwannee Swamp
- Jack & Loy Ann Mann-Manatee Springs
- Plantations at Deep Creek, LLC-Deep Creek exchange

Consistent precipitation and cooler temperatures received during the report period helped to maintain good soil moisture and produce safer overall burning conditions. Burn Managers continued to take advantage of these good conditions to move closer to meeting fiscal year acreage goals.

Tract inspection compliance reports found areas in need of repair. Staff began work on the repairs and will continue through the summer until only contractor specific work is left to be completed.

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						X						
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								X				
City of Newberry	Newberry Wellfield	40	Alachua							X					
Davidson, Dr. C. Linden	Davidson	225	Jefferson							X					
Deep Creek Plantations	Upper Suwannee	160	Columbia												
Drummond, Graham	Lower Suwannee	543	Levy												
Feagle, Ronald and Dorothy	Bonnet Lake	433	Columbia				X								
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	550	Suwannee								X				
Livingston Foundation	Dixie Plantation	8,902	Jefferson					X							
Hale and McDaniel	Carter	1,232	Columbia	X											
Harrell, Curtis and Matthew	Falmouth Addition	912	Suwannee							X					
Jackson, Kevin and Patrice	Jackson	171	Lafayette												
Layman Law Firm	Layman Aucilla	167	Jefferson				X								
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								X				
McEnany, Michael	Waccasassa	1,104	Levy												
Meeks, David & Sarah	Manatee Springs Addition	370	Levy												
Moore, Madeline	Moore	115	Jefferson							X					

Conservation Easement Review (continued)

Owner	Property Name	Acres	County	2012-2013 Inspection Date												
				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									X				
Platt, Cody and Carol	Aucilla Addition	274	Jefferson								X					
Plum Creek Timberlands	Gainesville Wellfield	3,084	Alachua									X				
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									X				
Ragans Hoyt and Betty	Aucilla	755	Jefferson Madison						X							
Red Hills Land Company	Foster	163	Jefferson									X				
Sanders, Thomas and Sylvia	Mill Creek	339	Hamilton								X					
Sante Fe River Hammock, L.L.C.	Santa Fe River Hammock	167	Bradford					X								
Sheppard, Derwood and Susan	Manatee Springs Addition	120	Levy					X								
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			X										
Tisdale Robert	Tisdale	83	Levy					X								
Usher Family Trust	Usher	2,023	Levy													
Zellwin Farms, Inc.	Jennings Bluff	362	Hamilton								X					

Shading denotes month inspection is scheduled to take place. An "X" denotes completed inspection. Inspection will be rescheduled if not completed during its designated month.

Acquisition

OWNER	PROJECT NAME	ACRES	COUNTY	COMMENTS
J.T. Bridges Azure Properties	McAlpin Landing Addition	220	Hamilton	Discussion continue with land owner
Nyman, George & Sharon	Suwannee River Oaks CE	312	Gilchrist	Title review completed by legal. Evaluating project

Status of Exchange

Tract Name	Acres	County	Acquired Date	Funding Source	Proposal	Status
Ellaville Exchange for Damascus Peanut Company	986	Madison	5/1998	WMLTF	Proposed as Exchange	Governing Board approved the exchange agreement with the Trustees of the Internal Improvement Trust Fund.
Lamont/Mt. Gilead for Aucilla Land Partners Conservation Easement	114	Madison and Jefferson	9/1998	WMLTF	Proposed as Conservation Easement Exchange	Legal Counsel has prepared contract and legal documents necessary for the exchange.

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
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcel \$154,000	An offer is being prepared to present to the Surplus Lands Committee on June 26, 2013
Cabbage Grove	30	Taylor	9/2001	WMLTF		10/5/2012	Fee entire tract \$57,750	A full price offer is being prepared to present to the Surplus Lands Committee on June 26, 2013

Surplus Lands (continued)

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	Governing Board approved a three month listing extension on June 9, 2013
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	Governing Board approved a three month listing extension on June 9, 2013
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	Governing Board approved a three month listing extension on June 9, 2013
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	Governing Board approved a three month listing extension on June 9, 2013
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 CE (3 parcels) \$243,100	Governing Board approved a three month listing extension on June 9, 2013
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	Negotiations continue with Hamilton County
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	Governing Board approved a three month listing extension on June 9, 2013
Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/2012		CE \$225,000	
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	Governing Board approved a three month listing extension on June 9, 2013

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	9,228
Florida Forest Service burns on Twin Rivers State Forest	2000	2,676
TOTAL	12,000	11,904

Prescribed Burn Activity

TRACT	COUNTY	WFS	FFS TRSF	TOTAL ACRES	TOTAL WILDFIRE ACRES
Ellaville	Madison	380			
Lamont	Taylor	64			
Ellaville	Madison		478		
Anderson Springs	Suwannee		188		
Westwood West	Madison		479		
Sullivan	Madison		205		
Mill Creek South	Madison		168		
<i>Sub-total for Period</i>		444	1,518	1,962	11.22
<i>Previous Acres Burned</i>		8,784	1,158	9,942	0.00
Total Acres		9,228	2,676	11,904	11.22

Timber

Timber Sales

Contract #	Fiscal Year	Timber Sale Name	Oversight	Contract Date	Estimated Start Date	Estimated Pine Tons	Harvest Completion
11/12-054	2012	Steinhatchee Springs # 9	SR	3/26/2012	10/26/2012	14,100	90%
12/13-057	2013	Steinhatchee Rise # 1	SR	3/5/2013	4/5/2013	13,647	40%

Steinhatchee Springs #9 is currently on hold due to tropical depression Andrea. It was determined that the site was too wet to continue operation.

MEMORANDUM

TO: Governing Board
FROM: Carlos Herd, P.G., Division Director, Water Supply
DATE: June 26, 2013
RE: Engineering and Applied Sciences, Inc., Contract 10/11-067

RECOMMENDATION

Staff recommends that the Governing Board approve the attached Substitution of Parties in Contract 10/11-067, replacing Engineering and Applied Sciences, Inc., with Environmental Consulting and Technology, Inc.

BACKGROUND

In 2011, the District entered into contract with the firm of Engineering and Applied Sciences, Inc., (EAS) for Minimum Flows and Levels Technical Support Services. This is a five-year contract, renewable annually. EAS has since been purchased by the firm of Environmental Consulting and Technology, Inc.

Staff desires to continue the contract, making use of the same personnel authorized by the original for continued minimum flows and levels (MFLs) support. The firm is currently assisting with development of the river simulation model in support of the Middle Suwannee River MFL.

The agreement to accomplish this transition is attached.

CC/dd



Environmental Consulting & Technology, Inc.

June 5, 2013
P1213-9999

Ms. Linda Smith, Rules and Contracts Coordinator
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

Dear Ms. Smith:

As you may be aware, Environmental Consulting & Technology, Inc. (ECT) FEIN #59-2921038 purchased Engineering & Applied Science, Inc. (EAS) FEIN #59-3293198 effective on June 1, 2013. Under the purchase agreement, ECT agreed to assume all of the rights, duties, benefits and obligations of EAS for the current agreements EAS has with the District, from the effective date of the purchase agreement forward. ECT agrees with the terms and conditions of the existing contract the District has with EAS. Therefore, Bradley S. Pekas, PG, PE, a Vice President with ECT and Srinivas G. Rao, PhD, PE, President of EAS are hereby requesting assignment of the following Suwannee River Water Management District Agreements from EAS to ECT:

- Minimum Flow and Levels Technical Support Services: SRWMD Contract # 10/11-067
 - .03 – HEC-RAS Modeling of the Upper Suwannee River – Phase C
 - .04 – River Reconnaissance/Data Review of the Middle Suwannee River
 - .05 – HEC-RAS Modeling of the Middle Suwannee River – Phase B
 - .06 – River Reconnaissance/Data Review of the Wacissa River

ECT will ensure the following upon the effective date of the assignment:

- There will be no change in personnel assigned to your project.
- There will be no interruption in continuity of service.
- All contractual obligations will continue to be delivered and satisfied.

ECT is a legal entity having all the necessary resources to successfully complete your project. ECT also has all necessary Florida licenses to perform the work under the above noted Agreements.

By this letter, ECT is notifying the District that Bradley S. Pekas, PG, PE, a Vice President with ECT has the authority to execute any project related documents, including contractual agreements for ECT.

As requested, a Form W-9 from ECT, evidence of purchase and a completed Vendor Registration Form for ECT is attached hereto.

Please provide your consent to and approval of Contract assignment to ECT by executing the consent block below and returning a copy of this letter to ECT in the enclosed postage-paid envelope.

1408 North Westshore
Blvd., Suite 115
Tampa, FL
33607

(813)
289-9338

FAX (813)
289-9388

U: BRAD EAS CONTRACT ASSUMPTION LETTER_SRWMD_BSP[1].DOC

WS 2
An Equal Opportunity/Affirmative Action Employer

Ms. Linda Smith, Rules and Contracts Coordinator
Suwannee River Water Management District

June 5, 2013

Page 2

If you have any questions about this request or need any additional information, please contact me.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

By: Bradley S. Pekas 6/5/13
Bradley S. Pekas, PG, PE, Vice President Date

ENGINEERING & APPLIED SCIENCE, INC.

By: Srinivas G. Rao 6/5/13
Srinivas G. Rao, PhD, PE President Date

Suwannee River Water Management District hereby consents to and approves of assignment of the above noted Agreements from EAS to ECT, effective on the date executed below.

Suwannee River Water Management District

By: _____
(Signature) Date

(Printed Name, Title)

BSP:deb
Attachments

ASSIGNMENT AND BILL OF SALE

Pursuant to the Asset Purchase Agreement dated May 31, 2013, **ENGINEERING & APPLIED SCIENCE, INC.** ("Seller"), hereby sells and delivers to **ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.** ("Purchaser"), the following described property:

Equipment. All of the equipment, tools, furniture, supplies and fixtures used in Seller's business, including but without limitation, those items listed on Exhibit A of the Asset Purchase Agreement, exclusive of inventory and exclusive of the tangible personal property described in Exhibit B of the Asset Purchase Agreement, which will be retained by Seller.

Contracts. All of Seller's contracts to provide consulting services which are not yet performed prior to Closing, a listing of which is described in Exhibit C of the Asset Purchase Agreement. Seller agrees to reimburse Purchaser any amounts which were billed prior to Closing related to work not yet completed as of Closing. Seller shall use its best efforts to obtain the written consent of Seller's customers to such assignments as requested by Purchaser.

Customer and Prospect Lists. All information within Seller's possession relating to its customers and prospective customers.

Business Name. All of the interest of Seller in the business name "ENGINEERING & APPLIED SCIENCE, INC." and "EAS" and all goodwill of Seller's business operated under those names.

Telephone Numbers and Post Office Box. All telephone numbers (including 813-907-6119 and 813-907-6448) and post office boxes, if any, used in the operation of Engineering & Applied Science, Inc.

Trademarks, Copyrights and Domain Names. All intellectual property of any type held by Seller or used in the operation of Seller's business, including without limitation, trademarks, copyrights, web sites and domain names, including, but not limited to EASTampa.com.

Seller warrants that the above-described property is free and clear of all liens and encumbrances except for personal property taxes for the tax year in which this transfer occurs, which will be prorated between the parties. Seller further warrants that Seller is the sole and lawful owner of the above-described personal property and has a good right to sell the same.

SELLER:

ENGINEERING & APPLIED SCIENCE, INC.

By: *Suzanne D. ...*

Title: *President/Secretary*

Date: *5/31/2013*

PURCHASER:

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

By: *Sealy ...*

Title: *VICE PRESIDENT*

Date: *5/31/13*

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Environmental Consulting & Technology, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 3701 NW 98th Street	Requester's name and address (optional)
City, state, and ZIP code Gainesville, FL 32606	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
5	9	-	2	9	2	1	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Katherine H. Pierce as Sr. Vice-President Date ▶ 5 June 2013
------------------	----------------------------	---------------------------------------------------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
Srinivas G. Rao

Business name/disregarded entity name, if different from above
Engineering & Applied Science, Inc.

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
8909 Regents Park Drive, Suite 410

City, state, and ZIP code
Tampa, FL 33647

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

5	9	-	3	2	9	3	1	9	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶ 5/31/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MEMORANDUM

TO: Governing Board

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

DATE: July 1, 2013

RE: Agricultural Water Use Monitoring Update

Update on Agricultural Water Use

District permits for agricultural water use now contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff hope to ultimately utilize commercial electricity usage data as the basis for this water use estimation on many permits; however, agreements with electricity providers have not been completed.

Jon Dinges and Tom Reeves met with Tri-County Electric Cooperative on June 27 to discuss the path forward on transmittal of electrical consumption data for estimating water use. In order to alleviate Tri-County's remaining concerns, staff will need to contract directly with Tri-County's third-party software company to develop the programming needed for automatic transmittal of data. Staff is working to make contact with the software company to begin the programming effort.

The Water Resources Monitoring strategy for cost containment on diesel systems is to repurpose existing monitoring devices using cellular telemetry, with a goal of 144 operational units promised to the Florida Department of Agriculture and Consumer Services (FDACS) by mid-August using their grant. When the grant was approved by the Governing Board in May, staff began ordering the additional materials needed to accomplish this and are still awaiting shipment of some items.

As of June 28, there are 54 units deployed in the field. In spite of Darshan Shah's plans to leave the District in mid-July to attend graduate school, staff expects to be able to install the 144 units agreed to with FDACS.

Staff has also set up and is refining the processes for receiving and quality-assuring data and has been field-testing power supplies, back-up sensors, and new-generation modems.

EM/dd

MEMORANDUM

TO: Governing Board

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

DATE: June 27, 2013

RE: Approval of Water Use Permit Application Number 2-08-00095.003,
Larry Hilliard Farm, Gilchrist County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-08-00095.003 with eighteen standard conditions and three special limiting conditions to Larry Hilliard in Gilchrist County.

BACKGROUND

This is a modification to an existing permit to irrigate 57 acres with an Average Daily Rate (ADR) of 0.1102 million gallons daily (mgd). The ADR has increased 0.0077 mgd, from 0.1025 to 0.1102 mgd. This increase is less than 7,700 gallons/day and will not violate any established minimum flows and levels. The project area is not located within a Water Resource Caution Area. The applicant is requesting a five-year permit extension (existing permit expires on October 21, 2029; modified permit will expire on October 21, 2034) due to voluntarily implementing automated water use monitoring.

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

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: June 27, 2013

PROJECT: Larry Hilliard Farm

APPLICANT:

Larry Hilliard
PO Box 508
Trenton, FL 32693

PERMIT APPLICATION NO.: 2-08-00095.003

DATE OF APPLICATION: May 17, 2013

APPLICATION COMPLETE: May 17, 2013

DEFAULT DATE: August 15, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.1025	mgd	0.1102	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Gilchrist County. The permit includes eighteen standard conditions and three special limiting conditions. Staff also recommends a five-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. The existing permit will expire on October 21, 2029, and the modified permit will expire on October 21, 2034.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 08 South, Range 14 East, Section 34 in Gilchrist County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 103 acres with approximately 57 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Larry Hilliard. Crops include spring with winter rye. The applicant will use two center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.1102 mgd, which equates to 26.0 inches of supplemental irrigation annually.

The project area includes one existing well for irrigation. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Larry Hilliard plans to irrigate 57 acres with two crops each year. Crops include corn and rye.

Water Conservation

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

Minimum Flows and Levels Compliance

Due to this modification, the ADR has increased 0.0077 MGD from 0.1025 to 0.1102 MGD. This increase is less than 7,700 gallons/day and will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

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

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

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

No. This modification results in an increase in ADR of less than 7,700 gallons/day and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

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

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

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

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

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

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

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

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

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

Yes. The source is capable of producing the requested increase in ADR of less than 7,700 gallons/day and appropriate quality of water.

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

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

No. The increase in ADR of less than 7,700 gallons/day will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

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

Will the use harm offsite land uses?

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

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

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

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

No. The increase in ADR of less than 7,700 gallons/day will not cause harm to wetlands or other surface water.

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

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

No. The increase in ADR of less than 7,700 gallons/day will not cause a violation of either minimum flows or levels.

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

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

No. The increase in ADR of less than 7,700 gallons/day will not contribute to a violation of state water quality standards.

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

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

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

Has the permit applicant proposed an alternative water supply?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **10/21/2034**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use

activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-08-00095.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

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

Attachment A
2-01-00038.006
Larry Hilliard Farm

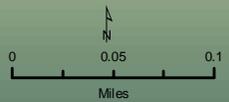
Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Existing	10	1500	Irrigation



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Larry Hilliard Farm

2-08-00095.003 Water Use Permit
July 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, suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.

MEMORANDUM

TO: Governing Board

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

DATE: June 27, 2013

RE: Approval of Water Use Permit Application Number 2-83-00036.003,
Rockpit, Gilchrist County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-83-00036.003 with eighteen standard conditions and four special limiting conditions to Keith & I.J. Philman in Gilchrist County.

BACKGROUND

This is a modification for an existing permit to irrigate 148 acres with an Average Daily Rate (ADR) of 0.2576 million gallons daily (mgd). The ADR increased 0.0058 mgd from 0.2514 to 0.2576 mgd due to a slight increase in irrigated acreage. This will be accomplished with one irrigation well and three center pivots. The project area is not located within a Water Resource Caution Area. This producer is participating in the District cost-share program. The applicant is requesting a five-year permit extension (existing permit expires on July 29, 2023, and the modified permit will expire on July 29, 2028) due to voluntarily implementing automated water use monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, ten-year review and irrigation of target areas.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: June 27, 2013

PROJECT: Rockpit

APPLICANT:
Keith & I.J. Philman
3090 NW 57th Trail
Bell, FL 32619

PERMIT APPLICATION NO.: 2-83-00036.002
DATE OF APPLICATION: April 24, 2013
APPLICATION COMPLETE: April 24, 2013
DEFAULT DATE: July 23, 2013

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	0.2514	mgd	0.2576	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Gilchrist County. The permit includes eighteen standard conditions and four special limiting conditions. Staff also recommends a 5-year permit extension based on 40B-2.331(2) due to voluntarily implementing automated water use monitoring. The existing permit will expire on July 29, 2023 and the modified permit will expire on July 29, 2028.

Project Review Staff

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

Project Location

The withdrawal facilities are located in Township 07 South, Range 14 East, Section 36 in Gilchrist County.

Project Description

The project area consists of 195 acres with approximately 148 acres being irrigated using groundwater.

The water use calculations were based upon the irrigated acreages and crop types provided by Keith Philman. Crops include corn and peanuts in the spring, with rye or oats as winter crops. The applicant will use three center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 0.2576 mgd, which equates to 23.40 inches of supplemental irrigation annually. The producer is participating in the District cost-share program.

The project area includes one existing well and three center pivot irrigation systems. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Keith Philman plans to irrigate 148 acres with two crops each year. Crops include corn and peanuts in the spring with rye or oats as winter crops.

Water Conservation

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

Minimum Flows and Levels Compliance

Due to this modification, the ADR has increased 0.0062 MGD from 0.2514 to 0.2576 MGD. This increase is less than 6,200 gallons/day and will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

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

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

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

No. This modification results in an increase in ADR of less than 6,200 gallons/day and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

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

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

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

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

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

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

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

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

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

Yes. The source is capable of producing the requested increase in ADR of less than 6,200 gallons/day and the appropriate quality of water.

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

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

No. The increase in ADR of less than 6,200 gallons/day will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

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

Will the use harm offsite land uses?

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

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

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

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

No. The increase in ADR of less than 6,200 gallons/day will not cause harm to wetlands or other surface water.

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

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

No. The increase in ADR of less than 6,200 gallons/day will not cause a violation of either minimum flows or levels.

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

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

No. The increase in ADR of less than 6,200 gallons/day will not contribute to a violation of state water quality standards.

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

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

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

Has the permit applicant proposed an alternative water supply?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **7/29/2028**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use

activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

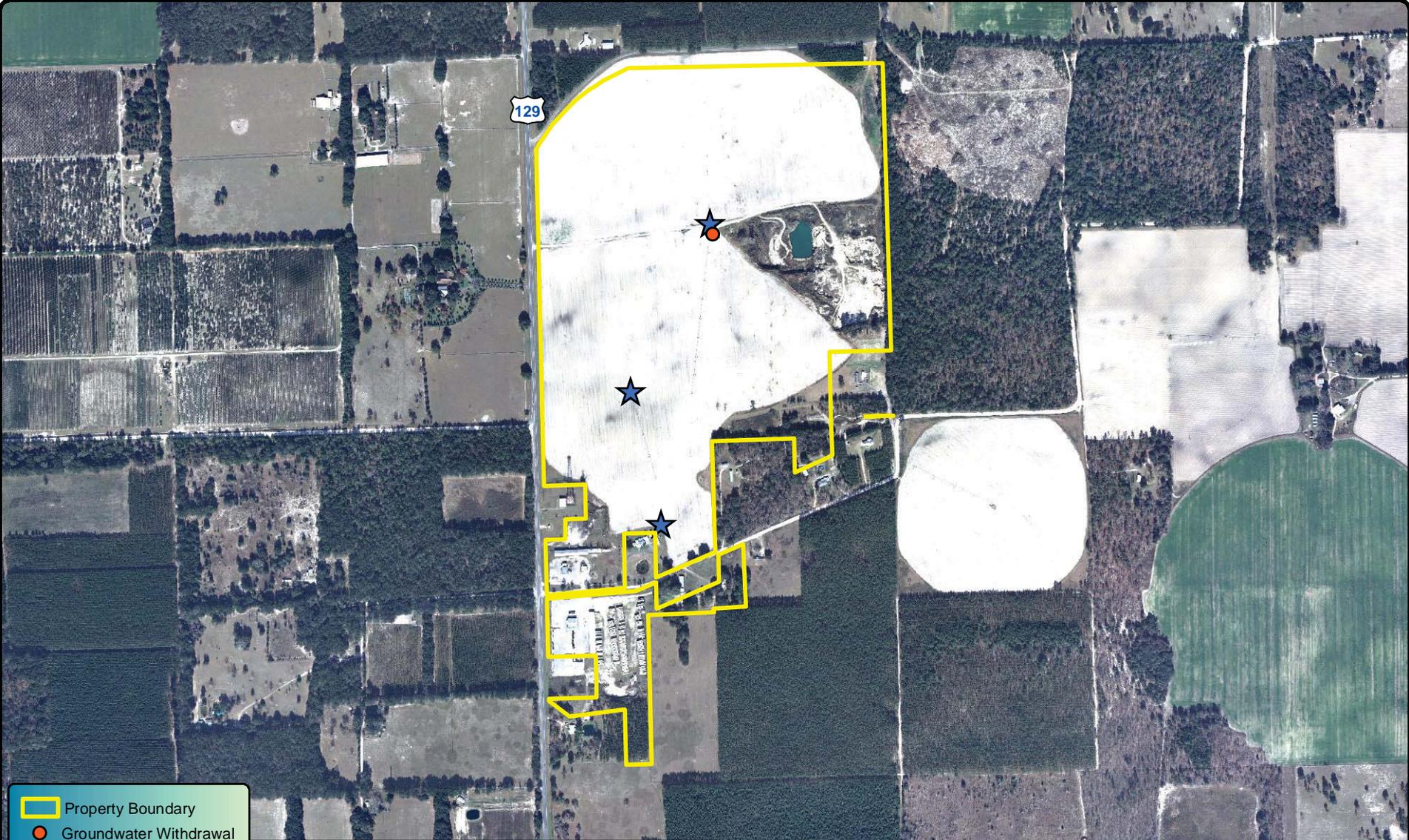
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-83-00036.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. This permit and the operation will be reviewed by District staff and the Permittee during the year, 2023. During this review, the Permittee and/or District staff may make recommendations based upon this review to modify this permit. These recommendations may come from new Best Management Practices, improved irrigation techniques, different crop types, and/or any other significant factor.

Attachment A
2-83-00036.003
Rockpit

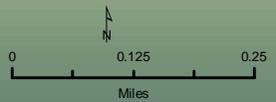
Name	Status	Diameter	Capacity (gpm)	Water Use
Rockpit Well	Existing	10	1000	Irrigation



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Rockpit

2-83-00036.003 Water Use Permit
July 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, P.E., Division Director, Resource Management

DATE: June 27, 2013

RE: Approval of Water Use Permit Application Number 2-12-00049.003,
Bullard Farms, Inc., Suwannee County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-12-00049.003 with eighteen standard conditions and five special limiting conditions to Seldom Rest, Inc. in Suwannee County.

BACKGROUND

This is a transfer of three adjacent and separate water use permits to a single owner. Therefore, the three will be combined into one water use permit. This project will irrigate 1,430 acres with an Average Daily Rate (ADR) of 4.1810 million gallons daily (mgd). This will be accomplished with eight irrigation wells and eight center pivots. The project area is not located within a Water Resource Caution Area.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, a ten-year compliance review, and alternative water supply.

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: June 27, 2013

PROJECT: Bullard Farms, Inc.

APPLICANT:

Seldom Rest, Inc.
5966 Hwy 91 South
Donalsonville, GA 39845

PERMIT APPLICATION NO.: 2-12-00049.003

DATE OF APPLICATION: May 2, 2013

APPLICATION COMPLETE: May 2, 2013

DEFAULT DATE: July 31, 2013

Officer/Director Detail: Seldom Rest, Inc.

Steve Bailey	VP
5964 Peachtree St., N.E., STE 800	
Atlanta, GA 30309	

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	4.1810*	mgd	4.1810	mgd

*Includes 2-12-00049, 2-12-00050, and 2-12-00051

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an agricultural use located within Suwannee County. The permit includes eighteen standard conditions and five special limiting conditions. The permit will expire on July 10, 2032.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 04 South, Range 13 East, Sections 16, 17, and 21 in Suwannee County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 1,578 acres, and approximately 1,430 acres will be irrigated using groundwater. There will also be 150 head of beef cattle on the site. This transfer will combine permits 2-12-00049 (ADR = 2.7784 mgd), 2-12-00050 (ADR = 0.7013 mgd), and 2-12-00051 (ADR = 0.7013 mgd). There will not be an increase in the allocation.

The water use calculations were based upon the irrigated acreages, crop types, and head of beef cattle provided by Seldom Rest, Inc. Crops include corn, beans, cotton, potatoes, carrots, oats, and rye. The applicant will use eight center pivots for irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 4.1810 mgd, which equates to 39.3 inches of supplemental irrigation annually.

The project area includes eight irrigation wells and one livestock wells. Seldom Rest, Inc. has applied for the Water Well Construction permits. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. Seldom Rest, Inc. plans to irrigate 1,430 acres with three crops each year. Crops include corn, beans, cotton, potatoes, and carrots with rye or oats as a winter crop.

Water Conservation

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

Minimum Flows and Levels Compliance

The ADR has not changed with this transfer and will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

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

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

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

No. This transfer results in no change in ADR and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

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

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

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

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

Is this use for a purpose that is both reasonable and consistent with the public interest?
[ref. 40B-2.301(2)(b)]

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

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?
[ref. 40B-2.301(2)(c)]

Yes. There is no increase in ADR; therefore the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?
[ref. 40B-2.301(2)(d)]

No. This is a permit transfer with no increase in ADR; therefore this use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?
[ref. 40B-2.301(2)(e)]

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

Will the use harm offsite land uses?
[ref. 40B-2.301(2)(f)]

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

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.
[ref. 40B-2.301(2)(g)]

No. This is a permit transfer with no increase in ADR; therefore this use will not cause harm to wetlands or other surface water.

Will the use cause or contribute to a violation of either minimum flows or levels?
[ref. 40B-2.301(2)(h)]

No. This is a permit transfer with no increase in ADR; therefore this use will not cause a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?
[ref. 40B-2.301(2)(i)]

No. This is a permit transfer with no increase in ADR; therefore this use will not contribute to a violation of state water quality standards.

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

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

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

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

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **7/10/2032**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation, Livestock**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be

permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-12-00049.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

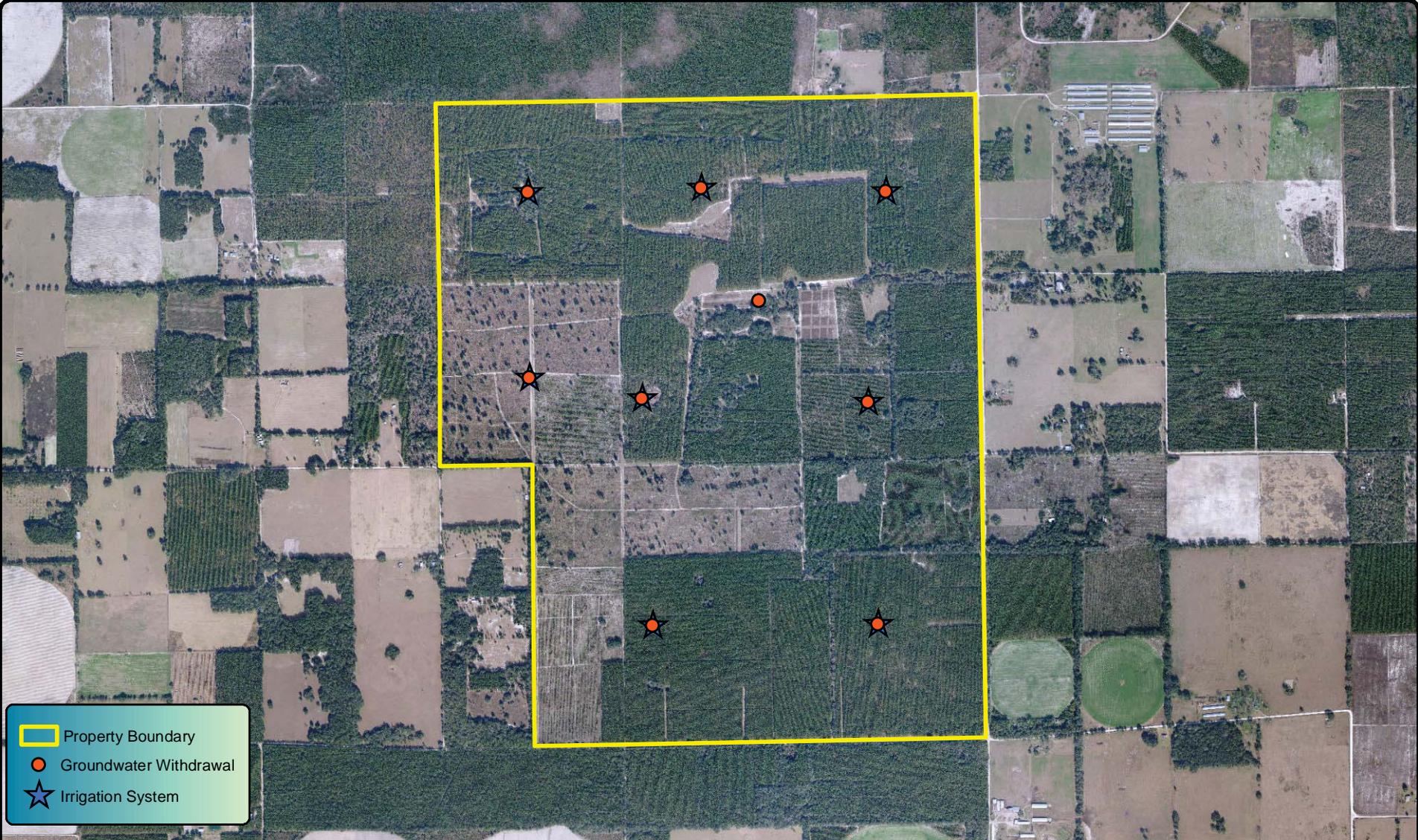
Special Limiting Conditions

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

this permit to require the use of alternative water supply and place all or a portion of the groundwater allocation on standby status.

Attachment A
2-12-00049.003
Bullard Farms, Inc.

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Proposed	12	1200	Irrigation
Well #2	Proposed	12	1650	Irrigation
Well #3	Proposed	12	1650	Irrigation
Well #4	Proposed	12	1650	Irrigation
Well #5	Proposed	12	1650	Irrigation
Well #6	Proposed	12	1200	Irrigation
Well #7	Proposed	12	1200	Irrigation
Well #8	Proposed	12	1200	Irrigation
Livestock	Proposed	4	20	Livestock



-  Property Boundary
-  Groundwater Withdrawal
-  Irrigation System

Bullard Farms, Inc

2-12-00049.003 Water Use Permit
July 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.

AM 25

MEMORANDUM

TO: Governing Board

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

DATE: June 27, 2013

RE: Approval of Water Use Permit Application Number 2-83-00051.003,
White Farm, Levy County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-83-00051.003 with eighteen standard conditions and three special limiting conditions to White Holding Company, LLC in Levy County.

BACKGROUND

This is a modification to irrigate 1,694 acres with an Average Daily Rate (ADR) of 2.2217 million gallons daily (mgd). This will be accomplished with seven irrigation wells, seven center pivots, and eight livestock wells. The project area is not located within a Water Resource Caution Area. Although the irrigated acreage has increased by 328 acres due to this modification, the ADR has decreased 0.7102 MGD from 2.9319 to 2.2217 MGD because of the change in crop rotation.

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

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

/tm

STAFF REPORT
WATER USE PERMIT APPLICATION

DATE: June 27, 2013

PROJECT: White Farm

APPLICANT:

White Holding Company, LLC

P.O. Box 790

Chiefland, FL 32644

PERMIT APPLICATION NO.: 2-83-00051.003

DATE OF APPLICATION: April 22, 2013

APPLICATION COMPLETE: May 28, 2013

DEFAULT DATE: August 26, 2013

Officer/Manager Detail: White Holding Company, LLC

Juanita White	MGR
P.O. Box 790	
Chiefland, FL 32644	

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	2.9319	mgd	2.2217	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for a modification located within Levy County. The permit includes eighteen standard conditions and three special limiting conditions. The permit will expire on July 13, 2024.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 11 South, Range 14 East, Sections 17, 18, 19, 20, 29, and 30 in Levy County. The project is located within the Lower Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 1,694 irrigated acres using groundwater. About 328 irrigated acres were added with this modification.

The water use calculations were based upon the irrigated acreages, crop types, and head of beef cattle provided by White Holding Company, LLC. Crops include corn, peanuts, and beef hay with wheat or oats as a winter cover crop. The applicant will use seven center pivots for

irrigation. The Average Daily Rate (ADR) of withdrawal was calculated as 2.2217 mgd, which equates to 17.6 inches of supplemental irrigation annually.

The project area includes thirteen existing wells and two proposed wells. Use of five of the existing wells is for irrigation, and the other eight existing wells are for livestock. The two proposed wells will be for irrigation. White Holding Company, LLC has not applied for the Water Well Construction permits. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types. White Holding Company, LLC plans to irrigate 1,694 acres with two crops each year for two years and a third year with one crop. Crops include corn, peanuts, and beef hay with wheat or oats as a winter cover crop.

Water Conservation

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

Minimum Flows and Levels Compliance

Due to this modification, the ADR has decreased 0.7102 MGD from 2.9319 to 2.2217 MGD. This decrease will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

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

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

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

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

No. This modification decreases the amount of water allocated and will not interfere with any presently existing legal use of water.

Will this use be consistent with the public interest?

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

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

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

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

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

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

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

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

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

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

Yes. The decrease in allocation will help the source be capable of producing the requested amounts and appropriate quality of water.

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

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

No. The decrease in allocation will not degrade the source from which it is drawn.

Will the use cause or contribute to flooding?

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

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

Will the use harm offsite land uses?

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

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

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

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

No. The decrease in allocation will not cause harm to wetlands or other surface water.

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

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

No. The decrease in allocation will not cause a violation of either minimum flows or levels.

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

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

No. The decrease in allocation will not contribute to a violation of state water quality standards.

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

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

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

Has the permit applicant proposed an alternative water supply?

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **7/13/2024**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

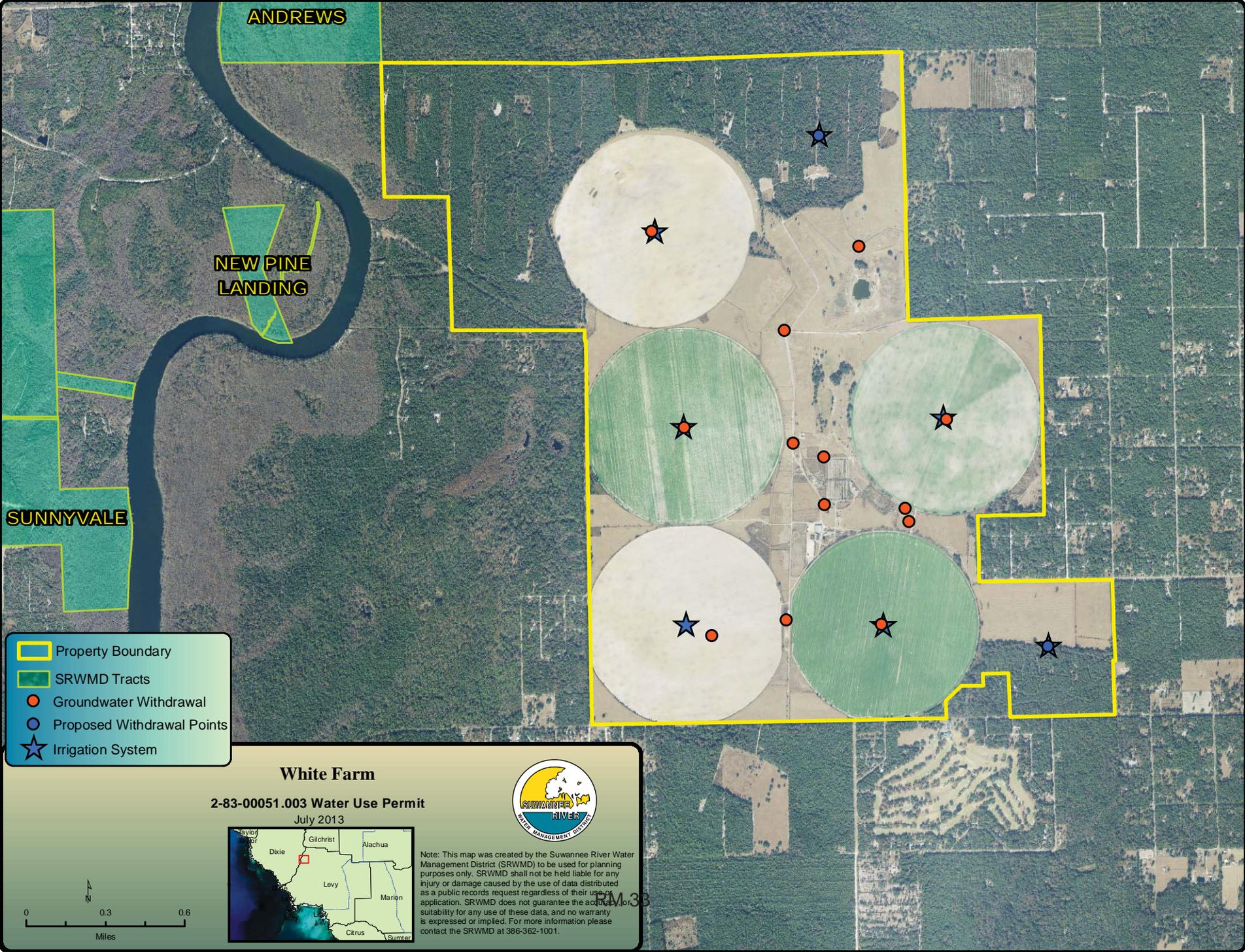
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-83-00051.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

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

Attachment A
2-83-00051.003
White Farm

Name	Status	Diameter	Capacity (gpm)	Water Use
Well #1	Active	12	1540	Irrigation
Well #2	Active	12	1600	Irrigation
Well #3	Active	12	1800	Irrigation
Well #4	Active	12	1800	Irrigation
Well #5	Active	12	1735	Irrigation
Well #6	Active	8	300	Livestock
Well #7	Active	8	60	Livestock
Well #8	Active	8	160	Livestock
Well #9	Active	6	300	Livestock
Well #10	Active	6	300	Livestock
Well #11	Active	6	50	Livestock
Well #12	Active	6	60	Livestock
Well#13	Active	6	190	Livestock
Golf Course Well	Proposed	12	1000	Irrigation
North Well	Proposed	12	1400	Irrigation



ANDREWS

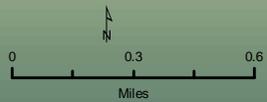
NEW PINE LANDING

SUNNYVALE

-  Property Boundary
-  SRWMD Tracts
-  Groundwater Withdrawal
-  Proposed Withdrawal Points
-  Irrigation System

White Farm

2-83-00051.003 Water Use Permit
July 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, 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: June 27, 2013

RE: Authorization of an Interagency Agreement between the Suwannee River Water Management District and the Northwest Florida Water Management District for the Designation of Regulatory Responsibility of Pinckney Hill Plantation for Water Use Permitting

RECOMMENDATION

Staff recommends the Governing Board enter into an Interagency Agreement with the Northwest Florida Water Management District regarding the Designation of Regulatory Responsibility of Pinckney Hill Plantation for Water Use Permitting.

BACKGROUND

Pinckney Hill Plantation is located in Jefferson County, on the border between Northwest Florida Water Management District (NFWWMD) and Suwannee River Water Management District (SRWMD). Pinckney Hill Plantation submitted a permit modification request to SRWMD on May 9, 2013. To lessen the regulatory burden and to more efficiently process future permits, an interagency agreement is needed. This interagency agreement will delegate regulatory responsibility from NFWWMD to SRWMD.

As part of the permitting process, SRWMD staff has provided all submitted permitting information to NFWWMD. NFWWMD did not have any comments for the current modification, but will be allowed to comment and suggest special conditions on any future modifications to the Water Use Permit.

KW/tm

INTERAGENCY AGREEMENT BETWEEN THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE DESIGNATION OF REGULATORY RESPONSIBILITY OF PINCKNEY HILL PLANTATION FOR CONSUMPTIVE USE PERMITTING

THIS INTERAGENCY AGREEMENT is made and entered into by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter "SRWMD") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter "NFWWMD").

WITNESSETH:

WHEREAS, the geographic area of Pinckney Hill Plantation's withdrawals are located within the jurisdictional boundaries of SRWMD and NFWWMD; and

WHEREAS, Pinckney Hill Plantation is seeking to modify their Water Use Permit 2-82-00065, issued by SRWMD pursuant to Part II, Chapter 373, Florida Statutes (F.S.), for withdrawals and use within the project area; and

WHEREAS, the majority of Pinckney Hill Plantation's water use is located within the jurisdictional boundaries of SRWMD; and

WHEREAS, Subsection 373.046(6), F.S., authorizes a water management district to designate. Via an interagency agreement, regulatory responsibility to another water management district over a project that crosses the jurisdictional boundaries of both water management districts; and

WHEREAS, the designation of the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for Pinckney Hill Planation would allow for more efficient processing of permit applications under that part; and

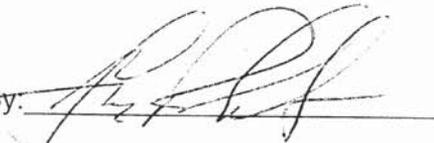
WHEREAS, the SRWMD and the NFWWMD desire to designate the SRWMD as the water management district with Part II, Chapter 373, F.S., regulatory responsibility for Pinckney Hill Planation's Water Use Permit pursuant to Part II, Chapter 373, F.S.;

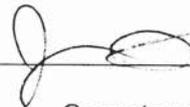
NOW THEREFORE, the NFWWMD and the SRWMD, under the authority of Subsection 373.406(6), F.S., hereby agree as follows:

1. The SRWMD is designated as the water management district that will have all the regulatory responsibilities under Part II of Chapter 373, F.S., for the withdrawal and use of water for Pinckney Hill Planation's water supply facility located within NFWWMD. Such regulatory responsibilities shall include receiving, processing, and taking final action on all water use permit applications, or modifications or renewals thereof, and taking any compliance and enforcement action with regard to those permits.
2. NFWWMD and SRWMD agree to share all communications including pre-application and post-application meetings, emails, and written correspondence.
3. SRWMD agrees to incorporate NFWWMD comments and information requests in any 120.60, F.S., information request to Pinckney Hill Planation.

4. SRWMD agrees to incorporate proposed special conditions requested by NFWWMD into proposed permits as proposed agency action and to include all proposed special permit conditions into the permit that become final agency action.
5. NFWWMD and SRWMD agree to work together during the permitting process to resolve potential for harm to water resources, including minimum flows and levels, in both districts.
6. This agreement will commence upon execution by all parties and will remain in effect until either party terminates such agreement for its convenience upon ninety (90) days written notice to the other party.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: 
 Chairman or Designee

Attest: 
 Secretary

Date: 6/13/13

(Seal)



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
 Chairman or Designee

Attest: _____
 Secretary

Date: _____

(Seal)

MEMORANDUM

TO: Governing Board

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

DATE: June 27, 2013

RE: Approval of Water Use Permit Application Number
2-82-00065.002, Pinckney Hill Plantation, Jefferson County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-82-00065.002 with eighteen standard conditions and four special limiting conditions to Pinckney Hill Plantation, LLC in Jefferson County.

BACKGROUND

This is a modification for an operation with an Average Daily Rate (ADR) of 1.0082 million gallons daily (mgd). There are 447 irrigated acres, 835 head of beef cattle, and seven augmentation wells for wildlife enhancement on the project site. The project area is not located within a Water Resource Caution Area.

Four of the wells are within the Northwest Florida Water Management District (NFWWMD) Boundary. An Interagency Agreement has been proposed between the Suwannee River Water Management District (SRWMD) and NFWWMD designating SRWMD as the agency with regulatory authority.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, and investigation of alternative water supplies.

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

/tm

STAFF REPORT

WATER USE PERMIT APPLICATION

DATE: June 27, 2013

PROJECT: Pinckney Hill Plantation

APPLICANT:

Pinckney Hill Plantation, LLC
112 Pinckney Hill Farm Road
Monticello, FL 32344

PERMIT APPLICATION NO.: 2-82-00065.002

DATE OF APPLICATION: May 9, 2013

APPLICATION COMPLETE: May 9, 2013

DEFAULT DATE: August 7, 2013

Manager/Member Detail: Pinckney Hill Plantation, LLC

Libbie Gerry 14160 NW HWY 225 Reddick, FL 32686	MGRM
Cornelia Corbett 2202 N West Shore BLVD STE 110 Tampa, FL 33607	MGRM
Stephen Demott 112 Pinckney Hill Farm Road Monticello, FL 32344	Contact

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	1.1971	mgd	1.0082	mgd

Recommended Agency Action

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Jefferson County. The permit includes eighteen standard conditions and four special limiting conditions. The permit will expire on October 8, 2016.

Project Review Staff

Lindsey Marks, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 02 North, Range 05 East, Sections 01 and 11; Township 02 North, Range 06 East, Sections 04, 05, 06, 07, 08, and 09; Township 03 North, Range 05 East, Sections 34 and 35; Township 03 North, Range 06 East, Sections 28, 30, 31, and 33 in Jefferson County. The project is located within the Withlacoochee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

Project Description

The project area consists of 10,346 acres of which approximately 447 acres are irrigated using groundwater. There are four irrigation wells, eight center pivots, and one additional pivot point. There are also seven augmentation wells that are used for wildlife enhancement. The average depths of the ponds is three feet with a total volume of 202 million gallons annually. The well inventory can be found in the table on Attachment A.

Regarding the agricultural use, the water use calculations were based upon the irrigated acreages and crop types provided by Pinckney Hill Plantation, LLC. Crops include cotton, corn, and peanuts. Pond augmentation was based on the volume of water needed to fill the ponds and the frequency they are filled. The Average Daily Rate (ADR) of withdrawal was calculated as 1.0082 mgd, which equates to 32.5 inches of supplemental irrigation annually.

Four of the wells are within the Northwest Florida Water Management District (NFWWMD) Boundary. An Interagency Agreement has been proposed between the Suwannee River Water Management District (SRWMD) and NFWWMD designating SRWMD as the agency with regulatory authority.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon the crop types and volume of water needed for wildlife enhancement. Pinckney Hill Plantation, LLC plans to irrigate 447 acres with one crop each year. Crops include cotton, corn, and peanuts. They also fill ponds to an average depth of three feet each year.

Water Conservation

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

Minimum Flows and Levels Compliance

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

Conditions of Issuance

Is this a reasonable–beneficial use?

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

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

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

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

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

Will this use be consistent with the public interest?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Will the use cause or contribute to flooding?

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

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

Will the use harm offsite land uses?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alternative water supply is not feasible at this time.

Standard Conditions

1. This permit shall expire on **10/8/2016**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Irrigation, Augmentation, Livestock**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.

8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-82-00065.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for

implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The Permittee shall investigate the feasibility of using alternative water supplies as a water source for irrigation once it becomes available. If the use of alternative water supplies is feasible, the Permittee shall connect to the alternative water supply and the groundwater withdrawal point will be placed in standby status to be used when the alternative water supply cannot be used.

Attachment A
2-82-00065.002
Pinckney Hill Plantation

Name	Status	Diameter	Capacity (gpm)	Water Use
Razor Lake Slough	Active	8	350	Aug
Razor Lake	Active	12	1000	Aug
Lightsey Pump	Active	12	1000	Aug
Lacey Pond	Active	12	1000	Aug
Jet Pond	Active	8	450	Irr
Faglie Place	Active	4	20	L
Clara Faglie	Active	4	20	L
Curly Pasture	Active	4	20	L
Big Pasture	Active	4	20	L
Cute Pasture	Active	4	20	L
Hunley*	Active	4	20	L
Hunley 12*	Active	12	1000	Irr
Steen Pivot*	Active	12	1000	Irr
Home Pivot Well	Active	10	800	Irr
Joiner Pond	Active	8	800	Aug
Ashville Highway	Active	8	50	L
Farm Headquarters	Active	6	100	D
Managers	Active	4	20	L
Ulmer Pond	Proposed	6	350	Aug
Lower Linton*	Proposed	6	450	Aug

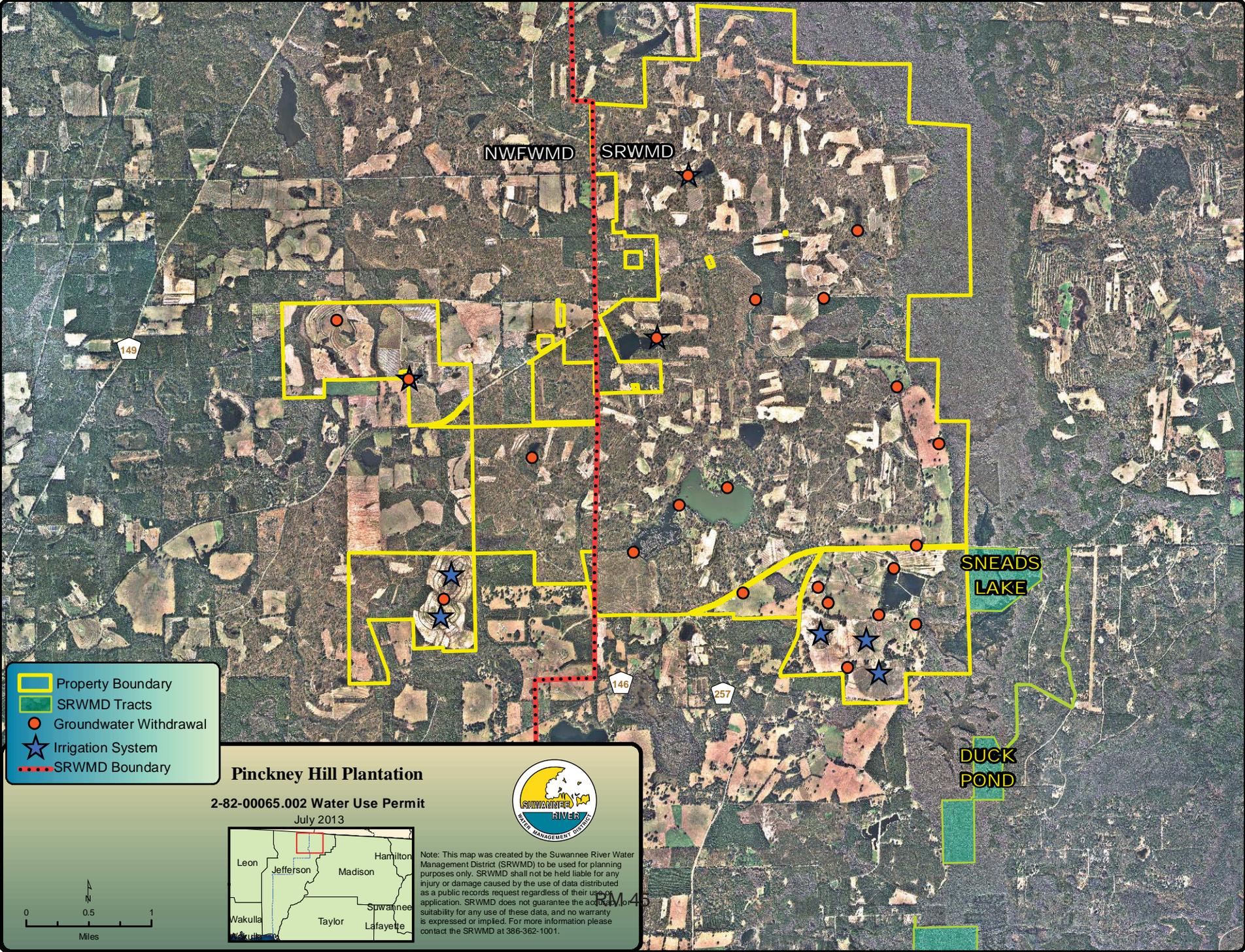
* Designates withdrawal points within the Northwest Florida Water Management District

Aug: Augmentation

L: Livestock

Irr: Irrigation

D: Drinking



NFWMD

SRWMD

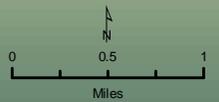
SNEADS LAKE

DUCK POND

-  Property Boundary
-  SRWMD Tracts
-  Groundwater Withdrawal
-  Irrigation System
-  SRWMD Boundary

Pinckney Hill Plantation

2-82-00065.002 Water Use Permit
July 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, suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.

MEMORANDUM

TO: Governing Board
 FROM: Tim Sagul, P.E., Division Director, Resource Management
 DATE: June 27, 2013
 RE: Permitting Summary Report

Environmental Resource Permitting (ERP) Activities

Permit Review

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

May 2013	Received					
ERP	Noticed General	General	Individual	Conceptual	Exemption Requests	Extension Requests
	11	8	1	0	5	0
	Issued					
	Noticed General	General	Individual	Conceptual	Exemptions Granted	Extensions Granted
	9	4	1	0	3	0

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2010 to May 31, 2013.

	Issued	Under Construction	Operation & Maintenance*	Construction Inspections	As-built Inspections
Permit Type				May 2013	May 2013
Exempt	184	151	33	0	0
Noticed General	424	289	135	5	0
General	374	216	158	3	2
10-2 Self Certifications	27	23	4	5	0
Individual	55	34	21	2	0
Conceptual	5	5	0	0	0
TOTAL	1069	718	351	15	2
PERCENT		67%	33%		

*O& M includes permits that have expired and were not constructed.

Water Use Permitting and Water Well Construction

The following table summarizes water use and water well permitting activities during the month of May.

May 2013	Received		Issued
Water Use Permits	18		20
Water well permits issued: 128			
Abandoned/destroyed	12	Livestock	0
Agricultural Irrigation	6	Monitor	9
Aquaculture	0	Nursery	0
Climate Control	0	Other	1
Fire Protection	0	Public Supply	1
Garden (Non Commercial)	0	Self-supplied Residential	94
Landscape Irrigation	5	Drainage or injection	0
Commercial or Industrial	0	Test	0

**Rulemaking Schedule
June 2013**

40B-2.301

Reuse

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	11/12/12
Sent to OFARR	1/14/13
GB Notice of Change	3/20/13
Mail to DOS	
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	3/22/2013
Send to JAPC	4/5/2013
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.	5/16/13
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, P.E., Division Director, Resource Management
DATE: June 27, 2013
RE: Enforcement Status Report

Matters Staff is attempting to gain compliance without enforcement action

Respondent	Justin M. Fitzhugh
Enforcement Number / County	CE05-0046 / Columbia
Violation	Non-Functioning Stormwater Management System & Failure to Submit As-Builts
Legal Counsel	Brannon, Brown, Haley & Bullock
Date Sent to Legal	July 1, 2010
Target Date	Ongoing
Legal Fees to date	\$2,111 (approximate)

This violation is for a non-functioning surface water management system and failure to submit as-built certification forms.

Staff inspected site on March 7, 2013. Vegetation cleared, the retention pond is still not in compliance. Staff contacted new owner, Joe Peurrung. Mr. Peurrung expects to submit a modification by June 30, 2013.

Respondent	Richard Oldham
Enforcement Number / County	CE10-0024 / Bradford
Violation	Unpermitted Pond & Deposition of Spoil Material
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A.
Date sent to legal	October 13, 2011
Target Date	Ongoing
Legal Budget / Legal Fees to date	\$5,000 / \$2,473

This violation is for construction of a pond without a permit and deposition of spoil material in a flood area.

Richard Oldham and Diana Nicklas were served with an Administrative Complaint and Order and the time for filing a petition for hearing lapsed.

Counsel has filed a Petition for Enforcement in the Circuit Court for Bradford County and will have Oldham and Nicklas personally served upon receipt of the summons from the Clerk. **The Clerk notified counsel that a separate order and motion was required to serve the respondents via a private process server. This has been completed and it is expected that the Administrative Complaint and Order will served within the week.**

Respondent	Larry R. Sigers
Enforcement Number / County	CE08-0072 / Columbia
Violation	Unpermitted Dredge & Fill
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	October 5, 2011
Target Date	March 12, 2012
Legal Budget / Legal Fees to date	\$7,500 / \$7,517.00

A Consent Agreement was entered into with Mr. Sigers as a result of violations of District Rules. The replanting has failed and staff has contacted Mr. Sigers. To date there has been no response from Mr. Sigers.

Respondent	Rodney O. Tompkins
Enforcement Number / County	CE11-0001 / Gilchrist
Violation	Unpermitted Water Use
Legal Counsel	Tommy Reeves, P.A.
Date sent to legal	October 3, 2011
Target Date	September 11, 2012
Legal Fees to date	\$4,800/\$6957.25

The respondent has at least one irrigation well on property and has no water use. For over two years staff has worked with property owner to submit applications for such well(s).

The Governing Board authorized the Executive Director to file an Administrative Complaint at its September 2012 Board meeting. Mr. Tompkins was served by the Gilchrist County Sheriff's Office. Mr. Tompkins's attorney requested mediation re: Chapter 70, FS. Enforcement actions have been stayed as the respondent has agreed to submit an application for permit. **At the June 2013 Governing Board meeting, counsel was authorized to continue with the enforcement. Subsequently, the District received the requested information on June 14, 2013 and a water use permit was issued on June 26, 2013; this will conclude the enforcement case.**

Respondent	Cannon Creek Airpark
Enforcement Number / County	CE05-0031/ Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	February 2006
Target Date	In Permit Process
Legal Fees to date	\$7,048.50

This enforcement action has been on-going for a number of years. This involves work that was done within the subdivision to alleviate flooding. The work was done without a permit. Columbia County officials are working on a stormwater project that may alleviate the practical need to obtain compliance with the existing District permit, but instead would require that the permit be modified to reflect the system as constructed.

District staff is currently reviewing an ERP application to implement one phase of the County's master stormwater plan that includes the Cannon Creek area, which should address the remaining drainage problems for this project. The District is waiting for Columbia County to respond to the mitigation offer before taking further action on the permit application.

Columbia County responded to the request for additional information. Staff is reviewing the submittal in regards to the proposed wetland mitigation offer.

District staff met with Columbia County on February 28, 2012, to discuss outstanding RAI items and expect to soon receive additional information from the County. Columbia County proposes to “bundle” the wetland mitigation required for this project with mitigation being provided for a Home Depot project. Staff plans to discuss this approach with the District’s Governing Board.

A permit for this project was issued on August 6, 2012. Staff is still working with Columbia County on the associated Interlocal Agreement.

Matters the Governing Board has directed staff to take enforcement

Respondent	Charlie Hicks, Jr.
Enforcement Number / County	CE07-0087 / Madison County
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	October 30, 2008
Target Date	Ongoing
Legal Fees to date	\$21,536.50

The violation consists of construction of a structure in the floodway, without obtaining a Works of the District permit. The case has been before this court several times.

The nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys’ fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57. Counsel is proceeding in executing on the judgment. Legal Counsel still working with Sherriff for sale date.

Respondent	Steven Midyette
Enforcement Number / County	CE07-0065 / Gilchrist County
Violation	Unpermitted Clearing & Filling of Wetlands & Unpermitted Construction
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	September 9, 2008
Target Date	Ongoing
Legal Fees to date	\$9,190

The is an ongoing enforcement case which involved clearing of wetland vegetation within a riverine wetland slough without a permit, filling in wetlands and constructing a boat ramp within a riverine wetland slough without a permit.

A Complaint was filed with the Circuit Court of Gilchrist County and it was served on Mr. Midyette on March 30, 2011. There have been several status conferences with the latest being October 30, 2012.

The majority of remedial work has been accomplished. The parties are currently negotiating the attorneys’ fees and costs and penalty amount to be paid by Midyette and the procedure for payment of the agreed upon amount. Mitigation has been completed. On May 16, 2013, the

District received partial reimbursement for fees and costs in the amount of \$2,000. Legal Counsel drafted a Consent Order and it will be sent to Midyette for signature by July 12, 2013.

Respondent	EI Rancho No Tengo, Inc.
Enforcement Number / County	CE05-0017 / Columbia
Violation	Unpermitted Construction
Legal Counsel	Tommy Reeves
Date sent to legal	January 2006
Target Date	April 30, 2012
Legal Fees to date	\$253,160.50

This enforcement matter has been ongoing since 2006. After multiple court hearings, and in accordance with Court rulings, a Notice of Sheriff's Sale was sent to the parties by certified mail.

The Sheriff's Sale of Defendant's real property pursuant to two writs of execution occurred on May 3, 2011. The Executive Director and Counsel were present at the sale. After an opening bid by Jeffrey Hill of ten dollars, Mr. Still bid \$390,000, which was also the highest bid. Twenty-two minutes prior to the sale, Jeffrey Lance Hill, Sr., filed a chapter 12 case with the U.S. Bankruptcy Court in Jacksonville, Florida. Counsel has since consulted with Lance Cohen, a bankruptcy attorney in Jacksonville, whom the District retained in 2008 when EI Rancho No Tengo, Inc., filed a bankruptcy case. Mr. Cohen is of the opinion that because Mr. Hill filed for bankruptcy prior to the Sheriff's Sale, the District's interest in quieting title would best be served in bankruptcy court. Therefore, Staff has directed Counsel to work with Mr. Cohen again to efficiently and expeditiously secure title to the land in the District.

On March 22, 2012, the Bankruptcy Court granted the District's motion to dismiss the Chapter 12 bankruptcy case filed by Jeffrey Hill. On March 28, 2012, District staff recorded the Sheriff's deed with the Columbia County Clerk's Office.

On May 16, 2012, Mr. Hill filed a Notice of Appeal of the Bankruptcy Court's May 3rd Order. The District's bankruptcy counsel, Lance Cohen, is responding to the appeal. Staff was directed to meet with the newer Board members individually to bring them up to date and after this was done to schedule a meeting with Mr. Hill, Mr. Williams and Mr. Reeves to discuss possible settlement. The parties have met, but a settlement was not reached.

The District's bankruptcy counsel, Lance Cohen, filed an Answer Brief on September 10, 2012, in Jeffrey Hill's appeal of the Bankruptcy Court's dismissal of his Chapter 12 case. The case is now fully briefed and, therefore, either oral argument or a written decision should occur or be issued before the end of the year. **No change since last report.**

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$9,550

This is not a District enforcement matter, but appears to have been prompted by one. This matter concerns a circuit court complaint recently filed against the District by Jeffrey and Linda

Hill arising out of the District's enforcement litigation against El Rancho No Tengo, Inc. In summary, the Complaint alleges that the District has violated Plaintiffs' personal and property rights, acted with recklessness and malice, taken Plaintiffs' personal and property, forced Mr. Hill into bankruptcy, and caused Plaintiffs psychological and emotional harm. The request for relief includes returning all real and personal property taken, permanently enjoining the District from taking Plaintiffs' property, damages in the amount of \$1,000,000.00, renewal and reinstatement of a writ dated August 4, 1991, and costs and attorney's fees. District Counsel has responded by filing a motion to dismiss, strike and for more definite statement. Counsel is currently researching whether a judgment on the merits may also be available at this stage of the proceeding. In any event, Counsel will soon request a hearing on the District's motion(s).

On October 20, 2011, Plaintiffs served an Amended Complaint to which Counsel responded by serving an Amended Motion to Dismiss and Strike. Counsel also provided a draft Motion to Award [§57.105, F.S.] Attorney's Fees to Plaintiffs on November 17, 2011. Counsel attended a hearing on the District's amended motion to dismiss and strike the amended complaint on December 9, 2011. The Court dismissed three counts of Hills' amended complaint and struck three more, but also gave the Hills 30 days from the date the order is signed to file a second amended complaint.

Counsel drafted and delivered an order to the Hills for review and comment on December 19, 2011. Comments on the draft order are due from the Hills to Counsel on December 22, 2011, at which time Counsel will send a proposed order to Judge Parker. Once a second amended complaint is filed by the Hills, Counsel will prepare an answer with affirmative defenses.

Rather than commenting to Staff Counsel on the District's draft proposed order, Plaintiff's filed their "Objection to Proposed Order," but not before Staff Counsel submitted the District's proposed order to Judge Parker on December 26, 2011. Thereafter, the District's proposed order was entered and Plaintiffs filed a timely motion for rehearing. On January 25, 2012, this case was transferred from Staff Counsel Jennifer Springfield to Staff Counsel Lindsey Lander. In February, this case was transferred to the District's Insurance Claim Services.

A hearing was set for October 5, 2012, regarding the Plaintiffs Motion for Rehearing on the Court's order dismissing and striking the amended complaint and allowing Plaintiffs 30 days leave to file a second amended complaint. **At the May Governing Board meeting, the Board directed Mr. Quincey to meet with Mr. Hill and within 60 days, bring back a proposed settlement to the Board..**

Respondent	Linda Fennell (Buckles)
Enforcement Number / County	CE06-0107 / Lafayette
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	July 2009
Target Date	Ongoing
Legal Fees to date	\$13,610

This violation is for construction of structures within the regulatory floodway without a works of the district permit. This matter is ongoing in the Lafayette County Circuit Court.

Staff Counsel is negotiating a settlement proposal with Fennell's attorney, which would require removal of the dock, payment of the District's costs and attorneys' fees, and application of a

deed restriction or similar instrument allowing the home to stay within the 75-foot setback for the duration of Fennell's ownership. The settlement proposal, if accepted by Fennell, will be brought to the Governing Board for approval. A trial has been set for October 22 -23, 2013. **The property has recently been sold. The new owner is working with staff to resolve the violation and to obtain a permit. Until a resolution is reached, including appropriate permitting, staff counsel will retain the trial date.**

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
Enforcement Number / County	CE04-0003 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	
Date sent to legal	May 2006
Target Date	Ongoing
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded.

During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement and County Manager is still interested in pursuing this approach. **Staff is editing the agreement and expects to send it back to the County by July 10, 2013.**

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Tommy .Reeves
Date sent to legal	May 2006
Target Date	June 30, 2012
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the hearing on January 31, 2011, the Court granted the District's motion for summary judgment in this case. The judge's

order requires Mr. Hill to comply with the corrective actions specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees.

Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.), Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded.

During the pendency of the bankruptcy proceeding, Staff Counsel drafted an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District would transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement and County Manager is still interested in pursuing this approach. **Staff is editing the agreement and expects to send it back to the County by July 10, 2013.**

MEMORANDUM

TO: Governing Board
FROM: Tom Reeves, Board Counsel
DATE: June 27, 2013
RE: Legal Matters Relating to El Rancho No Tengo, Inc.

RECOMMENDATION

Board Counsel recommends the Governing Board take action to resolve the ongoing El Rancho No Tengo, Inc. matters

BACKGROUND

I. BACKGROUND OF EVENTS LEADING TO ENTRY OF MONEY JUDGMENTS AGAINST EL RANCHO NO TENGO

The matter involves a parcel of real property (hereinafter the "PROPERTY") located in Columbia County, Florida and the Suwannee River Water Management District (hereinafter the "DISTRICT"). A map (hereinafter the "MAP") showing the PROPERTY is attached hereto as Exhibit "A".

This PROPERTY was formerly owned by El Rancho No Tengo, Inc., a Florida corporation (hereinafter the "RANCH"). The RANCH is presently administratively dissolved, but prior to such dissolution Mr. Jeffrey Hill (hereinafter "HILL") was the president and registered agent of the RANCH. See print out from the Florida Division of Corporations attached hereto as Exhibit "B".

On the PROPERTY, there presently exists an earthen structure (hereinafter the "DAM") which holds water and creates a water impoundment or lake. The DAM is some 20-25 feet high at its base. The DAM was constructed prior to the enactment of Ch. 373, Florida Statutes and thus when it was constructed no permits were required from the DISTRICT.

Between December 2005 and June 2006, the RANCH (through HILL) excavated out a 23 foot wide and 20-25 foot high section of the DAM down to its base, replaced a pipe which had been serving as the control structure for the DAM, and then replaced the earth in the DAM on top of the new pipe. No permits were applied for or obtained from any governmental entity for such earthwork. All such work was done by HILL and his family, none of whom are licensed professionals in relevant fields.

In 2006, the DISTRICT filed a legal action (hereinafter the "LAWSUIT") in state court against the RANCH. The LAWSUIT was styled *Suwannee River Water Management District v. El Rancho No Tengo, Inc.*, Case No. 06-203 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida .

In the LAWSUIT, the DISTRICT asserted that:

- A. Under Ch. 373, Florida Statutes and DISTRICT rules, HILL was required to obtain an Environmental Resource Permit (hereinafter an “ERP”) from the DISTRICT prior to engaging in the earthmoving activities as described above.
- B. Since HILL obtained no such permit, all such earthmoving activities were unlawful.
- C. Even if such activities were not unlawful, that the DAM was now in an unsafe condition due to the fact that the earth replaced by HILL in the DAM was not properly compacted.

The RANCH responded by:

- A. Denying that any permit was needed from the DISTRICT because all such excavation and earthmoving activities were exempt from the requirement of a permit.
- B. Denying that the DAM was in an unsafe condition.

The court heard the arguments of the parties and ruled as follows:

A. On August 6, 2007, the court entered its FINAL ORDER GRANTING PERMANENT INJUNCTIVE RELIEF, DENYING DEFENDANT’S MOTION FOR DISMISSAL, DISMISSING COUNT III OF THE AMENDED COMPLAINT AND RETAINING JURISDICTION OVER COUNT IV OF THE AMENDED COMPLAINT. A copy of which is attached as Exhibit “C”. In this order the court found that (1) the earth replaced by the RANCH and HILL in the DAM was not properly compacted (Page 6), (2) the RANCH’s expert would not certify the safety of the DAM (page 6-7), (3) there was a “significant likelihood” that the DAM “may fail, though it is not known when this may happen.” (Page 7), (4) that the RANCH was not exempt from the DISTRICT’s regulations with regard to its activities concerning the DAM (page 8-9), and ordered the RANCH to drain the impoundment and not to impound water behind the DAM until the DAM is certified by the DISTRICT (Page 25-26)

B. On April 25, 2008, the court entered its FINAL ORDER IMPOSING CIVIL PENALTIES AND RETAINING JURISDICTION. A copy of which is attached as Exhibit “D”. In this order the court, assessed a \$100,000 civil penalty and entered a money judgment against the RANCH for failing to do the things ordered by the court.

C. On May 3, 2010, the court entered its FINAL ORDER AWARDING AND DETERMINING ATTORNEYS FEES AND COSTS. A copy of which is attached hereto as Exhibit “E”. In this order the court awarded attorneys fees and costs and entered a money judgment against the RANCH for \$280,376.20.

The RANCH did not agree with any of these rulings and filed the following appeals:

- A. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. 1D07-4185, In the District Court of Appeals of the State of Florida, First District.

B. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. 1D08-2568, In the District Court of Appeals of the State of Florida, First District.

C. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. SC09-867, In the Supreme Court of Florida.

In all of the above appeals, the appellate court either affirmed the trial court or dismissed the appeal as unauthorized.

Therefore at the conclusion of the LAWSUIT, the trial court had ruled against the RANCH on all matters, the RANCH unsuccessfully exhausted all of its appeals and there were money judgments entered against the RANCH for over \$380,000. The last appeal was dismissed May 27, 2009. Such money judgments are now beyond review.

II. HOW THE DISTRICT ENDED UP OWNING THE PROPERTY

Under Florida law, the holder of an unsatisfied money judgment is allowed to levy on, or take, the judgment debtor's non-exempt real and personal property to satisfy the judgment. In this case the DISTRICT held the above unsatisfied money judgments against the RANCH and the RANCH owned the PROPERTY. The DISTRICT made the decision to levy on the PROPERTY to satisfy its money judgments against the RANCH.

On May 3, 2011, the Columbia County Sheriff conducted a Sheriff's sale of the PROPERTY to satisfy the money judgments. The DISTRICT bid the value of its money judgments and was the successful high bidder at the Sheriff's sale. The Columbia County Sheriff issued its Sheriff's deed to the DISTRICT for the PROPERTY. A copy of such Sheriff's Deed is attached hereto as Exhibit "F".

Unbeknownst to the DISTRICT or the Sheriff:

A. On December 6, 2010, the RANCH (through HILL) had recorded a deed from the RANCH to HILL. A copy of this deed is attached hereto as Exhibit "G".

B. Less than an hour prior to the Sheriff's Sale, HILL had filed for bankruptcy protection. HILL's bankruptcy case was styled *In Re: Jeffrey Lance Hill, Sr.*, Case No. 11-bk-3247-PMG, In the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.

HILL was present for the Sheriff's Sale and, in fact, submitted a bid for the PROPERTY. However, HILL chose not to reveal that he had already deeded the PROPERTY to himself, nor that he had filed for bankruptcy protection.

When a person files a bankruptcy case, the law provides that such filing automatically stays any actions to collect debts against such person. By transferring the property to himself and then filing for bankruptcy protection, HILL was able to take advantage of the automatic stay to keep the Sheriff's Deed from transferring title to the PROPERTY, at that time.

Immediately upon learning of the bankruptcy filing, the DISTRICT retained Mr. Lance Cohen, a bankruptcy attorney in Jacksonville, to represent the DISTRICT and he sought the dismissal of HILL's bankruptcy case. On March 22, 2012, the Bankruptcy Court granted the DISTRICT's motion to dismiss HILL's bankruptcy case and this had the effect of lifting the bankruptcy stay. On March 28, 2012, the DISTRICT recorded the Sheriff's Deed with the Columbia County Clerk's Office.

HILL has since filed an appeal of the dismissal of his bankruptcy action. This appeal is styled, *Hill v. Suwannee River Water Management District*, Case No. 3:12-cv-00860-TJC, In the United States District Court for the Middle District of Florida, Jacksonville Division. This appeal has been fully briefed but the court has yet to rule.

Also on August 1, 2012, HILL and his wife filed a civil suit against the DISTRICT alleging that they suffered damages for all of the above. This civil action is styled *Hill v. Suwannee River Water Management District*, Case No. 2011-340 CA, In the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida. The DISTRICT's insurer is representing the DISTRICT in this lawsuit.

The DISTRICT attempted to enforce its money judgments by levying on and taking the PROPERTY through the Sheriff's sale process. HILL attempted to keep this from happening by having the RANCH deed the PROPERTY to HILL and then HILL declaring bankruptcy. The bankruptcy judge dismissed HILL's bankruptcy case allowing the DISTRICT to record the Sheriff's Deed to the DISTRICT for the PROPERTY.

There are presently pending two actions:

- A. HILL's appeal of the dismissal of his bankruptcy case. In my opinion, HILL has a low likelihood of success on this appeal. As was found by the bankruptcy judge, the liens of the DISTRICT's judgments are not avoidable in bankruptcy. (Page 16 of the transcript of Judge Glenn's ruling) HILL was simply engaging in gamesmanship in an attempt to forestall his creditors.
- B. HILL's civil suit against the DISTRICT. In my opinion, HILL has a low likelihood of success on this action. HILL is attempting to sue for what was authorized by a court in the LAWSUIT. If this were possible, lawsuits would never cease. The losing party would always just file another suit. Anyway, the DISTRICT is being represented by its insurer in this action.

III. PRESENT STATUS OF THE PROPERTY

Safety. On August 6, 2007, the court found that there was a "significant likelihood" that the DAM "may fail, though it is not known when this may happen." (Page 7 of the order attached as Exhibit "C") On December 12, 2012, the DISTRICT received another written report from an outside expert concerning the condition of the DAM. A copy of such written report is attached hereto as Exhibit "H". The expert found that there was no imminent danger of breach, but that, "All the evidence presented by staff at the SRWMD indicates there is a higher than normal chance or probability that the facility would be unsafe at higher water levels and since there is no serviceable drawdown system, an emergency condition on or with the impoundment and dam system, would be difficult to remediate in a timely manner." (Page 3) In the opinion of counsel, the DISTRICT cannot leave the DAM in its present state of holding water and not being certified by any expert that it is safe.

Title. Due to the actions of HILL in deeding the property from the RANCH to himself and filing bankruptcy, the state of the title to the PROPERTY is not good and will need to be cleared before any reasonable buyer will make an offer for the PROPERTY.

HILL's Offer to Settle

On April 10, 2013, the DISTRICT's Governing Board Member Guy Williams, the Executive Director, the General Counsel and Mr. Tim Sagul met with HILL in an attempt to reach a settlement of some or all of the issues between the parties. HILL has offered to settle all matters between the parties on the terms in attached Exhibit "A". This settlement offer is being presented to the governing board for consideration.

DISTRICT Staff's Last Offer to HILL

At the above referenced April 10, 2013 meeting, HILL asserted that he believed that the DAM was safe. In response, DISTRICT staff offered to recommend to the Governing Board that the parties enter into an agreement providing as follows:

A. The DISTRICT would pay for an expert to undertake a study including a) a pipe camera video of the spillway barrel, b) six soil borings with standard penetration tests in 1 foot intervals to a 30 foot depth with classifications, properties, density, and permeability/hydraulic conductivity tests, c) seepage and/or flow net analysis, d) slope stability analysis for the embankment and e) a hydrologic and hydraulic analysis for critical events up to and including 100-year routing along with the standard project flood analysis and a breach routing to determine if the DAM is safe. Anticipated cost: \$2,500 for item a), \$30,000 for b), c) and d) and \$14,000 for item e), a total cost of \$46,500.

B. At the conclusion of such study:

(i) If the expert determined the DAM was safe, the DISTRICT would take no action against the DAM and the DAM would remain; or,

(ii) If the expert determined the DAM was NOT safe, the DISTRICT would breach the DAM. Anticipated cost: \$61,000.

C. The DISTRICT would then convey the PROPERTY back to the RANCH and all persons (parties, spouses, agents, corporations, etc.) would execute general releases and all lawsuits would be dismissed. (This release would not apply to the matters the DISTRICT is currently dealing with in the Haight Ashbury Subdivision and the Smithfield Estates Subdivision in Columbia County involving HILL)

So in either case, the safety of the DAM is resolved and HILL gets back the PROPERTY. HILL was not interested in this proposal.

Counsel's Recommendation Concerning the PROPERTY.

Barring some agreement between the DISTRICT and HILL, to deal with the DAM and the PROPERTY and get the PROPERTY off of the DISTRICT's books, Counsel would propose the following:

A. File a quiet title/foreclosure action in Circuit Court and request that the court either (1) declare that the DISTRICT has clear title to the PROPERTY, or (2) schedule and hold a foreclosure sale so that the title to the PROPERTY can be resolved in this manner. Anticipated Cost: \$5,000 to \$25,000. The range is so great, because I do not know what will be raised by the other side.

B. Once title has been resolved by the court, the DISTRICT should have the DAM breached. This should resolve all liability issues for the DISTRICT.
Anticipated cost: \$61,000.

C. Sell the PROPERTY with the DAM breached and water free flowing.
Anticipated revenue: \$ unknown (The Columbia County Property Appraiser has the PROPERTY assessed at \$209,342.00) Of course if any future owner wishes to replace the DAM, they could apply for and be granted a permit for such construction.

The above is necessary to resolve all matters, if there is no agreement between the DISTRICT and HILL on any matters.

DECISION TO BE MADE BY THE GOVERNING BOARD

Counsel is recommending that the DISTRICT take action. If the parties can find common ground, that action would be to settle these matters on terms mutually agreeable to the parties. If the parties cannot find any common ground, that action would be to proceed to clear title to the PROPERTY, breach the DAM and sell the PROPERTY. Please direct staff and counsel accordingly.

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

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GEORGE T. REEVES*#+

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CITY, COUNTY AND
LOCAL GOVERNMENT
LAWYER
+ALSO ADMITTED IN
GEORGIA

RECEIVED
SRWMD

APR 15 2013

April 12, 2013

Mr. Jeffrey L. Hill
908 SE County Club Road
Lake City, Florida 32025

ORIGINAL TO FILE
CE05-0017

Re: Documents to go to the Governing Board at May meeting concerning property formerly owned by El Rancho No Tengo.

Dear Mr. Hill:

Enclosed is a copy of the following:

1. A document titled "(To be rewritten in a memorandum to the Governing Board)". This document is the information which will be rewritten by staff and included, in memo form, in the Governing Board's materials. This document includes blanks for amounts that we estimate certain items will cost. These figures will most likely not be available prior to the time the Board materials go out.
2. A document titled BACKGROUND OF THE PRESENT DISPUTE CONCERNING THE PROPERTY WHICH FORMERLY BELONGED TO EL RANCHO NO TENGO with its exhibits. This document will also be included in the Governing Board's materials for the May meeting to give the history of the property.

Please review these documents for our presently scheduled telephone conference on Wednesday, April 17, 2013 at 1:30 p.m. For this call I will call you at (386) 623-9000. If this is incorrect, please call me at the letterhead address and let me know.

At the above telephone conference it is my understanding that:

1. We will discuss any questions or comments you may have on the enclosed documents. (I am not agreeing to change any such documents, but to discuss them. Of course, if you wish, you may provide us with whatever documents you would like for the Board to consider prior to the May meeting.)
2. You will give me the names of all of the persons who you are requesting the District have available at the May meeting when this item is discussed.
3. You will inform me if you would like us to present your previously written offer to the Board or if you would like to submit something different.

I look forward to speaking with you on Wednesday.

Sincerely,
Davis, Schnitker, Reeves & Browning, P.A.



George T. Reeves
For the Firm

(To be rewritten in a memorandum to the Governing Board)

HILL's Offer to Settle

On April 10, 2013, the DISTRICT's Governing Board Member Guy Williams, the Executive Director, the General Counsel and Mr. Tim Sagul met with HILL in an attempt to reach a settlement of some or all of the issues between the parties. HILL has offered to settle all matters between the parties on the terms in attached Exhibit "A". This settlement offer is being presented to the governing board for consideration.

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- A. The DISTRICT would pay for an expert to do a compaction study and determine if the DAM is safe. Anticipated cost: \$ _____.
- B. At the conclusion of such study:
 - (i) If the expert determined the DAM was safe, the DISTRICT would take no action against the DAM and the DAM would remain; or,
 - (ii) If the expert determined the DAM was NOT safe, the DISTRICT would breach the DAM. Anticipated cost: \$ _____.
- C. The DISTRICT would then convey the PROPERTY back to the RANCH and all persons (parties, spouses, agents, corporations, etc.) would execute general releases and all lawsuits would be dismissed. (This release would not apply to the matters the DISTRICT is currently dealing with in the Haight Ashbury Subdivision and the Smithfield Estates Subdivision in Columbia County involving HILL)

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schedule and hold a foreclosure sale so that the title to the PROPERTY can be resolved in this manner. Anticipated Cost: \$5,000 to \$25,000. The range is so great, because I do not know what will be raised by the other side.

- B. Once title has been resolved by the court, the DISTRICT should have the DAM breached. This should resolve all liability issues for the DISTRICT. Anticipated cost: \$ _____
- C. Sell the PROPERTY with the DAM breached and water free flowing. Anticipated revenue: \$ unknown (The Columbia County Property Appraiser has the PROPERTY assessed at \$209,342.00) Of course if any future owner wishes to replace the DAM, they could apply for and be granted a permit for such construction.

The above is necessary to resolve all matters, if there is no agreement between the DISTRICT and HILL on any matters.

DECISION TO BE MADE BY THE GOVERNING BOARD

Counsel is recommending that the DISTRICT take action. If the parties can find common ground, that action would be to settle these matters on terms mutually agreeable to the parties. If the parties cannot find any common ground, that action would be to proceed to clear title to the PROPERTY, breach the DAM and sell the PROPERTY. Please direct staff and counsel accordingly.

**BACKGROUND OF THE PRESENT DISPUTE CONCERNING THE
PROPERTY WHICH FORMERLY BELONGED TO EL RANCHO NO TENGO**

I. **BACKGROUND OF EVENTS LEADING TO ENTRY OF MONEY JUDGMENTS
AGAINST EL RANCHO NO TENGO**

The matter involves a parcel of real property (hereinafter the "PROPERTY") located in Columbia County, Florida and the Suwannee River Water Management District (hereinafter the "DISTRICT"). A map (hereinafter the "MAP") showing the PROPERTY is attached hereto as Exhibit "A".

This PROPERTY was formerly owned by El Rancho No Tengo, Inc., a Florida corporation (hereinafter the "RANCH"). The RANCH is presently administratively dissolved, but prior to such dissolution Mr. Jeffrey Hill (hereinafter "HILL") was the president and registered agent of the RANCH. See, print out from the Florida Division of Corporations attached hereto as Exhibit "B".

On the PROPERTY, there presently exists an earthen structure (hereinafter the "DAM") which holds water and creates a water impoundment or lake. The DAM is some 20-25 feet high at its base. The DAM was constructed prior to the enactment of Ch. 373, Florida Statutes and thus when it was constructed no permits were required from the DISTRICT.

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In 2006, the DISTRICT filed a legal action (hereinafter the "LAWSUIT") in state court against the RANCH. The LAWSUIT was styled *Suwannee River Water Management District v. El Rancho No Tengo, Inc.*, Case No. 06-203 CA, in the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida .

In the LAWSUIT, the DISTRICT asserted that:

- A. Under Ch. 373, Florida Statutes and DISTRICT rules, HILL was required to obtain an Environmental Resource Permit (hereinafter an "ERP") from the DISTRICT prior to engaging in the earthmoving activities as described above.
- B. Since HILL obtained no such permit, all such earthmoving activities were unlawful.

- C. Even if such activities were not unlawful, that the DAM was now in an unsafe condition due to the fact that the earth replaced by HILL in the DAM was not properly compacted.

The RANCH responded by:

- A. Denying that any permit was needed from the DISTRICT because all such excavation and earthmoving activities were exempt from the requirement of a permit.
- B. Denying that the DAM was in an unsafe condition.

The court heard the arguments of the parties and ruled as follows:

- A. On August 6, 2007, the court entered its FINAL ORDER GRANTING PERMANENT INJUNCTIVE RELIEF, DENYING DEFENDANT'S MOTION FOR DISMISSAL, DISMISSING COUNT III OF THE AMENDED COMPLAINT AND RETAINING JURISDICTION OVER COUNT IV OF THE AMENDED COMPLAINT. A copy of which is attached as Exhibit "C". In this order the court found that (1) the earth replaced by the RANCH and HILL in the DAM was not properly compacted (Page 6), (2) the RANCH's expert would not certify the safety of the DAM (page 6-7), (3) there was a "significant likelihood" that the DAM "may fail, though it is not known when this may happen." (Page 7), (4) that the RANCH was not exempt from the DISTRICT's regulations with regard to its activities concerning the DAM (page 8-9), and ordered the RANCH to drain the impoundment and not to impound water behind the DAM until the DAM is certified by the DISTRICT (Page 25-26)
- B. On April 25, 2008, the court entered its FINAL ORDER IMPOSING CIVIL PENALTIES AND RETAINING JURISDICTION. A copy of which is attached as Exhibit "D". In this order the court, assessed a \$100,000 civil penalty and entered a money judgment against the RANCH for failing to do the things ordered by the court.
- C. On May 3, 2010, the court entered its FINAL ORDER AWARDING AND DETERMINING ATTORNEYS FEES AND COSTS. A copy of which is attached hereto as Exhibit "E". In this order the court awarded attorneys fees and costs and entered a money judgment against the RANCH for \$280,376.20.

The RANCH did not agree with any of these rulings and filed the following appeals:

- A. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. 1D07-4185, In the District Court of Appeals of the State of Florida, First

District.

- B. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. 1D08-2568, In the District Court of Appeals of the State of Florida, First District.
- C. *El Rancho No Tengo, Inc., v. Suwannee River Water Management District*, Case No. SC09-867, In the Supreme Court of Florida.

In all of the above appeals, the appellate court either affirmed the trial court or dismissed the appeal as unauthorized.

Recap

Therefore at the conclusion of the LAWSUIT, the trial court had ruled against the RANCH on all matters, the RANCH unsuccessfully exhausted all of its appeals and there were money judgments entered against the RANCH for over \$380,000. The last appeal was dismissed May 27, 2009. Such money judgments are now beyond review.

II. HOW THE DISTRICT ENDED UP OWNING THE PROPERTY

Under Florida law, the holder of an unsatisfied money judgment is allowed to levy on, or take, the judgment debtor's non-exempt real and personal property to satisfy the judgment. In this case the DISTRICT held the above unsatisfied money judgments against the RANCH and the RANCH owned the PROPERTY. The DISTRICT made the decision to levy on the PROPERTY to satisfy its money judgments against the RANCH.

On May 3, 2011, the Columbia County Sheriff conducted a Sheriff's sale of the PROPERTY to satisfy the money judgments. The DISTRICT bid the value of its money judgments and was the successful high bidder at the Sheriff's sale. The Columbia County Sheriff issued its Sheriff's deed to the DISTRICT for the PROPERTY. A copy of such Sheriff's Deed is attached hereto as Exhibit "F".

Unbeknownst to the DISTRICT or the Sheriff:

- A. On December 6, 2010, the RANCH (through HILL) had recorded a deed from the RANCH to HILL. A copy of this deed is attached hereto as Exhibit "G".
- B. Less than an hour prior to the Sheriff's Sale, HILL had filed for bankruptcy protection. HILL's bankruptcy case was styled *In Re: Jeffrey Lance Hill, Sr.*, Case No. 11-bk-3247-PMG, In the United States Bankruptcy Court for the Middle

District of Florida, Jacksonville Division.

HILL was present for the Sheriff's Sale and, in fact, submitted a bid for the PROPERTY. However, HILL chose not to reveal that he had already deeded the PROPERTY to himself, nor that he had filed for bankruptcy protection.

When a person files a bankruptcy case, the law provides that such filing automatically stays any actions to collect debts against such person. By transferring the property to himself and then filing for bankruptcy protection, HILL was able to take advantage of the automatic stay to keep the Sheriff's Deed from transferring title to the PROPERTY, at that time.

Immediately upon learning of the bankruptcy filing, the DISTRICT retained Mr. Lance Cohen, a bankruptcy attorney in Jacksonville, to represent the DISTRICT and he sought the dismissal of HILL's bankruptcy case. On March 22, 2012, the Bankruptcy Court granted the DISTRICT's motion to dismiss HILL's bankruptcy case and this had the effect of lifting the bankruptcy stay. On March 28, 2012, the DISTRICT recorded the Sheriff's Deed with the Columbia County Clerk's Office.

HILL has since filed an appeal of the dismissal of his bankruptcy action. This appeal is styled, *Hill v. Suwannee River Water Management District*, Case No. 3:12-cv-00860-TJC, In the United States District Court for the Middle District of Florida, Jacksonville Division. This appeal has been fully briefed but the court has yet to rule.

Also on August 1, 2012, HILL and his wife filed a civil suit against the DISTRICT alleging that they suffered damages for all of the above. This civil action is styled *Hill v. Suwannee River Water Management District*, Case No. 2011-340 CA, In the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida. The DISTRICT's insurer is representing the DISTRICT in this lawsuit.

Recap

The DISTRICT attempted to enforce its money judgments by levying on and taking the PROPERTY through the Sheriff's sale process. HILL attempted to keep this from happening by having the RANCH deed the PROPERTY to HILL and then HILL declaring bankruptcy. The bankruptcy judge dismissed HILL's bankruptcy case allowing the DISTRICT to record the Sheriff's Deed to the DISTRICT for the PROPERTY.

There are presently pending two actions:

- A. HILL's appeal of the dismissal of his bankruptcy case. In my opinion, HILL has a low likelihood of success on this appeal. As was found by the bankruptcy judge, the liens of the DISTRICT's judgments are not avoidable in bankruptcy. (Page 16 of the transcript of Judge Glenn's ruling) HILL was simply engaging in

gamesmanship in an attempt to forestall his creditors.

- B. HILL's civil suit against the DISTRICT. In my opinion, HILL has a low likelihood of success on this action. HILL is attempting to sue for what was authorized by a court in the LAWSUIT. If this were possible, lawsuits would never cease. The losing party would always just file another suit. Anyway, the DISTRICT is being represented by its insurer in this action.

III. PRESENT STATUS OF THE PROPERTY

Safety. On August 6, 2007, the court found that there was a "significant likelihood" that the DAM "may fail, though it is not known when this may happen." (Page 7 of the order attached as Exhibit "C") On December 12, 2012, the DISTRICT received another written report from an outside expert concerning the condition of the DAM. A copy of such written report is attached hereto as Exhibit "H". The expert found that there was no imminent danger of breach, but that, "All the evidence presented by staff at the SRWMD indicates there is a higher than normal chance or probability that the facility would be unsafe at higher water levels and since there is no serviceable drawdown system, an emergency condition on or with the impoundment and dam system, would be difficult to remediate in a timely manner." (Page 3) In the opinion of counsel, the DISTRICT cannot leave the DAM in its present state of holding water and not being certified by any expert that it is safe.

Title. Due to the actions of HILL in deeding the property from the RANCH to himself and filing bankruptcy, the state of the title to the PROPERTY is not good and will need to be cleared before any reasonable buyer will make an offer for the PROPERTY.

EXHIBIT “A”



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 03-4S-17-07486-001 - STATE (008700)

W1/2 OF SW1/4, EX E1/2 OF NE1/4 OF NW1/4 OF SW1/4 & EX 1 AC DESC ORB 590-376 & EX 0.51 AC DESC ORB 889-1171 & EX 0.50 AC DESC ORB 892-1036 & EX A PARC

Name: SUWANNEE RIVER WATER MANG DIST

Site: CR 49

9225 CR 49

Mail: 9225 CR 49

LIVE OAK, FL 32060

Sales 5/3/2011 \$100.00 V/U

Info 5/3/2011 \$100.00 V/U

2012 Certified Values

Land \$192,097.00

Bldg \$0.00

Assd \$192,247.00

Exmpt \$192,247.00

Taxbl Cnty: \$0

Other: \$0 | Scht: \$0

NOTES:



This information, GIS updated: 2/1/2013, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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EXHIBIT “B”



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Detail by Entity Name

Florida Profit Corporation

EL RANCHO NO TENGO, INC.

Filing Information

Document Number	384336
FEI/EIN Number	591351704
Date Filed	06/21/1971
State or Country	FL
Status	INACTIVE
Last Event	ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed	09/24/2010
Event Effective Date	NONE

Principal Address

908 S.E. COUNTRY CLUB ROAD
LAKE CITY, FL 32025

Changed: 04/13/2004

Mailing Address

908 S.E. COUNTRY CLUB ROAD
LAKE CITY, FL 32025

Changed: 04/13/2004

Registered Agent Name & Address

HILL, JEFFREY L.
908 S.E. COUNTRY CLUB ROAD
LAKE CITY, FL 32025

Name Changed: 05/25/1990

Address Changed: 04/13/2004

Officer/Director Detail

Name & Address

Title P/D

HILL, JEFFREY LSR.
908 S.E. COUNTRY CLUB RD.
LAKE CITY, FL 32025

Title VST

HILL, LINDA P
908 S.E. COUNTRY CLUB RD.
LAKE CITY, FL 32025

Title D

HARTLEY, TIMOTHY
649 PENNSYLVANIA AVE
LAKE CITY, FL 32025

Annual Reports

Report Year	Filed Date
2007	04/09/2007
2008	04/28/2008
2009	04/29/2009

Document Images

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EXHIBIT “C”

Case 3:11-bk-03247-PMG Doc 35-1 Filed 06/21/11 Page 12 of 30
REC-IVED
AUG 8 2007

ROBERT MOELLER, P.A.

IN THE CIRCUIT COURT OF THE
THIRD JUDICIAL CIRCUIT, IN AND
FOR COLUMBIA COUNTY, FLORIDA

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff,

vs.

EL RANCHO NO TENGO, INC.,

Defendant.

CASE NO: 06-203CA

COPY

**FINAL ORDER GRANTING PERMANENT INJUNCTIVE RELIEF,
DENYING DEFENDANT'S MOTION FOR DISMISSAL,
DISMISSING COUNT III OF AMENDED COMPLAINT,
AND RETAINING JURISDICTION OVER COUNT IV OF AMENDED COMPLAINT**

THIS CAUSE came on for consideration in open court on November 7, 2006 and February 7 and 8, 2007, in the Columbia County Courthouse in Lake City, Florida upon the request for temporary injunctive relief contained within the Amended Complaint filed by the Plaintiff, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT (hereinafter referred to as "District"). Present before the Court were JOHN M. DINGES, corporate representative of the Plaintiff, and the Plaintiff's attorneys, JENNIFER B. SPRINGFIELD, THOMAS W. BROWN, and MATTHEW MITCHELL. Also present before the Court on behalf of the Defendant, EL RANCHO NO TENGO, INC., (hereinafter referred to as "Defendant"), was Jeffrey Hill, the President of the Defendant corporation and the Defendant's attorneys, ROBERT MOELLER and PAUL SMITH.

Subsequent to counsel submitting to the Court proposed orders and rebuttal arguments to the proposed orders, this Court entered on July 11, 2007, an "Order Denying Defendant's Motion for Dismissal and Granting in Part Plaintiff's Request for Temporary Injunction". Thereafter, Defendant filed its "Motion for Conversion of Temporary Order to Partial Final Judgment and Motion for Stay," with District filing its "Response to Defendant's Motion for Conversion of Temporary Order to Partial Final Judgment and Motion for Stay." At the hearing held on July 26, 2007 on Defendant's motion and the District's response, the Defendant, while

A
Columbia County Case No. 06-203CA
Page 1 of 16

Debtor's Composite Exhibit 'E'

not stipulating to the correctness of the Court's order of July 11, 2007, requested that the Court's order be converted to a final order for purposes of appeal. The Plaintiff agreed to the order being converted to a permanent injunction.

Both parties agreed that they had presented on November 7, 2006 and February 7-8, 2007 all evidence which they intended to present upon all issues bearing upon the issuance of an order granting or denying temporary or permanent injunctive relief and that there was not any remaining evidence to be presented by either party on the issue of granting permanent injunctive relief. Both parties also stipulated that the court would retain jurisdiction over the issue of the assessment of statutory penalties, attorney's fees, and costs as prayed for in Count IV of Plaintiff's Amended Complaint. The parties disagreed concerning whether Count III of the Amended Complaint should or should not remain pending against the Defendant and requested the Court issue a ruling as to Count III.

The Court, having considered the testimony of each party's witnesses, including expert testimony and reports, the exhibits admitted into evidence, each party's memorandum of law, the argument of counsel, the proposed orders submitted by counsel subsequent to the evidentiary hearing, and the motion, response and argument presented subsequent to the order entered on July 11, 2007, hereby makes the following findings of fact and reaches these conclusions of law:

FINDINGS OF FACT

1. District is a special taxing district created and governed by chapter 373, Florida Statutes.
2. In 1986 District adopted and implemented an environmental resource-permitting program in chapter 40B-4, Florida Administrative Code.
3. Under part IV, Florida Statutes, Chapter 373, District is charged with implementing the operation and regulation of the management and storage of the surface waters within territories delegated to District by the legislature.
4. Columbia County is within the geographical boundaries of District as set forth in Florida Statutes § 373.069 (b).
5. Defendant is a Florida corporation that owns property in Columbia County on which the dam which is subject to this action is located. The president of the corporation is Jeffrey Hill.

6. The dam which is the subject matter of this controversy was constructed by L.P. Hill, Sr. (who is Jeffrey Hill's father) and members of his family in 1966. It was constructed in accordance with design specifications supplied by the United States Soil Conservation Service and an engineer privately retained by L.P. Hill, Sr. Construction supervision was provided by the United States Soil Conservation Service.
7. Jeffrey Hill participated in the original construction of the dam at a time when he was 10-11 years of age, and has participated in the routine maintenance of the impoundment through the present time.
8. In 1978, the Department of the Army, United States Corp of Engineers, commissioned a private engineering firm to perform an analysis of the water shed supplying the water to the impoundment and an analysis of the safety of the impoundment. This document is entitled "Phase I - Inspection Report National Dam Safety Program" and was admitted into evidence as Plaintiff's Exhibit 23. The report contains a copy of the original design diagram for the impoundment. These diagrams were accepted into evidence as Defendant's Exhibits 3 and 4. The report classified the impoundment as a dam and, although it considered the dam to be in the significant hazard category, it determined that at that time "there were no apparent indications of an immediate hazard to safety."
9. The dam is 910 feet in length and 20 feet in height at the downstream maximum section, which is at the center of the valley in the middle of the structure. The top of the dam is about 12 feet wide and the side slopes average about a 3:1 ratio.
10. Defendant's dam has a principal discharge spillway and an emergency discharge spillway through which waters are discharged off-site. As originally designed, the principal spillway consisted of a vertical 24" corrugated metal pipe which extended downward where it joined an 18" horizontal corrugated metal pipe by way of a metal junction box.
11. The horizontal 18" pipe extended in an East-West direction and flowed underneath the dam. The East end of the horizontal pipe was located in the impounded water and was equipped with a gate valve. The gate valve could be opened partially to allow constant flow of water from the dam. It can also be opened completely to drain the dam or to allow the discharge of waters during times of heavy rainfall. The westerly end of the horizontal pipe emptied water

- into a stream bed which flows through a box culvert underneath CR 133 (Old County Club Road). Ultimately, the water flowed into Alligator Lake.
12. For design purposes, it was necessary that the principal spillway be constructed of some sort of pipe which separates the flowing water from contact of the earthen embankment. Actual contact of water with the earth comprising the dam would cause erosion and ultimate failure of the impoundment.
 13. The secondary spillway component of the original structure consisted of an emergency spillway. The emergency spillway is essentially a "notch" cut into the earthen dam at the Southeast end of the dam. During periods of severe rainfall, the flow of water may be of such a magnitude that it can not all be handled by the principal spillway. In such event, water flows through the "notch" of the emergency spillway and around the dam. This design feature was created in order to avoid the prospect of the embankment being "over topped". Over topping can cause failure of the dam.
 14. The dam has been continuously utilized by the Defendant and members of the Hill family for agricultural purposes since it was originally constructed in 1966.
 15. In March of 2003, Columbia County experienced significant and prolonged rainfall. As a result, many roads, bridges and culverts were completely destroyed. Financial assistance from the Federal Emergency Management Administration (FEMA) was provided to Columbia County to assist in repairing the damage. The rainfall was of such magnitude that the principal spillway of the subject dam could not discharge all of the water which was flowing into the impoundment area. Consequently, water began to flow through the emergency spillway. The water flowed into an adjacent field owned by the Defendant and then proceeded to flow toward CR 133 (Old County Club Road) where it passed through the box culvert and ultimately flowed into Alligator Lake. A small section at the southeastern tip of the dam where it joined the emergency spillway was eroded. There was also serious erosion of the adjacent field. The soil was washed from the adjacent field, resulting in a large amount of soil being deposited on the northeast corner of the Alligator Lake Recreational Area, which is located southwest of the dam. The recreational area is owned by Columbia County and used by the public for recreational purposes. There was no injury to any person who was at or near the dam during the flooding event.

16. Between March of 2003 and March of 2006, there was correspondence and face-to-face meetings between representatives of the Plaintiff and the Defendant. During these contacts, the Plaintiff contended that an environmental resource permit was required under F.A.C. 40B-4.1040 prior to the performing of any repairs upon the dam. The Defendant, in turn, claimed that any work performed upon the dam was exempt from the permitting requirements of F.A.C. 40B-4.1040 under the terms of Florida Statute 403.813(2)(g).
17. In approximately February of 2006, the Defendant's president, Jeffrey Hill, discovered that the metal junction box at the junction of the vertical and horizontal principal spillway pipe was rusted out. Also, the horizontal pipe of the principal spillway had rusted out in many sections. Mr. Hill testified that the junction box had rusted out before and had been repaired by him on at least two occasions in the past. Mr. Hill testified that the rust damage in 2006 was more significant now than it had been in the past. The rusted out sections allowed water flowing through the principal spillway to come into actual contact with the soil comprising the embankment. Continued contact of the water with the soil of the dam could cause erosion and potential failure of the dam. As a result, Mr. Hill decided to replace all components. At trial, both parties and their experts agreed that the repair to the principal spillway was necessary to keep the dam safe.
18. Between December 2005 and June 2006, Defendant, without first obtaining an environmental resource permit, drained the dam and excavated a 23 foot wide by 20-25 foot high section through the heart of the existing dam on its property, removed the then existing principal spillway pipes, installed new pipes of a different composition, and rebuilt the 23 foot wide by 20-25 foot high section of the dam that had been removed. Defendant also excavated a ditch near the toe of the dam on its property. See Plaintiff's Exhibit 3. This work was performed by Mr. Hill and his children, none of whom has received formal training in the construction and repairs of dams.

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19. There are areas within the newly repaired area of the dam that were not properly compacted and show up as loose material.¹
20. Proper compaction of the soils is very important because water traveling horizontally through the dam will erode the dam and cause it to breach or fail.
21. The seven-foot hand-boring sample obtained by Defendant's expert witness from the repaired area of the dam is not adequate to determine the degree of soil compactness and is only useful in showing the type of soil.
22. Clayey sand is predominantly sand with less than 50% clay. Sandy clay is predominantly clay with less than 50% sand. Sandy clay would be more suitable in the construction of a dam than would clayey sand.
23. Defendant's exhibit 9, which was the soil sample removed from the repaired location that allegedly contained a clay core, was identified as clayey sand by Plaintiff's expert witness.
24. When water reaches the top of Defendant's dam, approximately 78 million gallons of water are stored behind the dam. At the top of the emergency spillway crest, there would be approximately 67 million gallons of water stored. At the normal pool elevation of the dam, there is approximately 49 million gallons of water stored behind the dam, which equals roughly 480 million pounds of water.
25. There is no assurance that Defendant rebuilt the dam to meet normally accepted standards for dams. The soil materials that were removed from the 23-foot wide section and later put back in place may not have been properly compacted when replaced.
26. Defendant's expert witness performed a seepage analysis and a slope stability analysis, which assumed the existence of a properly constructed clay core or barrier. Despite some disagreement with Plaintiff's experts' findings, Defendant's

¹ According to the testimony of John Dorman, explaining the reports of Cal-Tech Testing, two continuous standard penetration tests to depths of 25 foot were performed on Defendant's dam, one in the repaired area (B-1 boring location) and one in an area that was not disturbed by the excavation of the dam (B-2 boring location). The tests began at a depth of one foot and continued down 25 foot in two-foot intervals. During the test performed at the B-1 boring location, N values in the third layer of soil are one or less blows per foot and for approximately two foot of this layer the sampling spoon bent under the weight of the drill rod. The bending of the spoon under the weight of the drill rod was caused by encountering an absence of soil materials in the soil profile being sampled or very loose soils and the spoon advanced under its own weight. The soil compaction of Defendant's dam at the B-1 boring location was inadequate and showed a very loose to loose condition of the soils encountered, which did not appear to comprise a core 1/4-in or a fence. Upon completion of the standard penetration test, the two boring holes were filled with grout. The boring hole in the undisturbed area filled up easily whereas the B-1 boring location continued to take grout and took several hours to fill up. Twelve bags of cement were brought to the site, of which, 7-8 were used to fill the B-1 boring location. The variation in time and effort required to fill the B-1 boring location compared to the boring hole in the undisturbed area was most likely caused by the presence of very loose and poorly compacted soil in the repaired area of the dam.

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- own expert was not willing to certify the safety of the dam without additional analyses being performed.
27. Watershed modeling shows that changes in the watershed upstream of the dam since 1966 when the dam was constructed have resulted in an increased rate and volume of runoff to Defendant's dam. This means that if the impoundment elevation were at or above the normal pool elevation of approximately 119 feet NGVD, the dam could not handle the one percent chance storm occurring. The dam would overtop because the spillways of the structure are not adequate to pass the discharge from the one percent chance storm. The one percent chance storm would be roughly about 10 inches of rainfall in a 24 hour period.
 28. Defendant's excavation activities threaten to cause environmental damage, to wit: sedimentation in waters of the state.
 29. There is a significant likelihood that the Defendant's dam in its current condition may fail, though it is not known when this may happen.
 30. The specific activities performed by Defendant on its dam between December 2005 and June 2006 that would make the work subject to an environmental resource permit include excavating a 23 foot wide by 20-25 foot high section through the middle of the dam, rebuilding the spillway, and returning the earth back to the excavated section.
 31. Defendant was notified on numerous occasions that it was required to obtain an environmental resource permit prior to performing such maintenance, repair, or alteration on a dam that affects the surface waters within territory of District. Defendant was notified orally at several meetings with District staff, by certified mail, and by personal service by way of a process server. Defendant refused to obtain an environmental resource permit prior to, during or after the construction activities on the dam based upon the belief that it was exempt from such requirement under the provisions of F.S. 403.813(2)(g) and based upon a prior decision of this Court in the case of Suwannee River Water Management District (SRWMD) vs. El Rancho No Tengo, Inc; L. P. Hill, Sr., and Jeffrey Hill, Columbia County Circuit Court Case No. 89-22-CA.
 32. In May 2006, when Plaintiff first sought a temporary injunction against Defendant, the dam impounded a minimal amount of water, if any. District's temporary injunction sought to maintain the status quo at that point in time when the dam

'E'

was empty and did not present a significant safety hazard. Subsequently, the dam has been filled with water again and is operational.

33. Routine custodial maintenance includes such activities as mowing the grass around the dam, removing any woody vegetation, correcting any areas of minor erosion, and maintaining the spillways in a clean condition. Major repair or alteration of an existing structure is not routine custodial maintenance.
34. The parties, subject matter, and issues in this proceeding are not identical to the parties, subject matter, and issues in *SRWMD v. Hill*, Columbia County Circuit Court Case No. 89-22-CA. Defendant's counsel conceded in closing argument that the *res judicata* defense is not sustainable, as the instant action involves a different structure.

CONCLUSIONS OF LAW

1. District is authorized to bring this action under sections, 373.129, 373.136, 373.433, and 120.69, Florida Statutes, as well as Rule 1.610, Fla. R. Civ. Pro., and Alachua County v. Lewis Oil Company, 516 So. 2d 1033 (Fla. 1st DCA 1987).
2. The principle of *res judicata* does not apply to this case, as the action in *SRWMD v. Hill*, Columbia County Circuit Court Case No. 89-22-CA, involved a different structure. See, Lake Region Hotel Co. v. Gollick, 149 So. 205, 207, (Fla. 1933) (in order to make a matter *res judicata* there must be concurrence of the following conditions: (1) identity in the thing sued for; (2) identity of the cause of action; (3) identity of persons and parties to the action and (4) identity of the quality in the persons for or against whom the claim is made.) Suniland Assocs., Ltd. V. Wilbenka, Inc., 656 So. 2d 1356, 1358 (Fla. 3rd DCA 1995) (for *res judicata* to apply there must also exist in the prior litigation a "clear-cut former adjudication" on the merits.) Additionally, the issue is moot, as Defendant did not pursue at the hearing its previously asserted defense of *res judicata*.
3. Statutory exemptions are to be strictly construed against those claiming the exemption. Pal-Mar Water Management District v. Martin County and South Florida Water Management District, 384 So. 2d 232 (Fla. 4th DCA 1980); Deseret, supra. "Those who seek shelter under an exemption law must present a clear case, free from all doubt, as such laws, being in derogation of the general rule,

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must be strictly construed against the person claiming the exemption and in favor of the public." Robinson v. Fix, 151 So. 512, 522 (Fla. 1933). Defendant has failed to present a clear case to support its claim of exemption.

4. The exemption in paragraph 403.813(2)(g), Florida Statutes, for "the maintenance of existing insect control structures, dikes, and irrigation and drainage ditches, provided that spoil material is deposited on a self-contained, upland spoil site which will prevent the escape of spoil material into waters of the state," is not applicable to the Defendant's actions in this case. The exemption is limited to insect control structures, dikes, and irrigation and drainage ditches, the construction of which typically generates "spoil material." In constructing dams, no "spoil material" is typically generated. Further, the statute contemplates that "dredging" activity will be necessary in order to perform the exempt maintenance. Typically, there is no dredging required for the construction of a dam. No case in which a court has found that this exemption applies has involved a dam. Save the St. Johns River v. St. Johns River Water Management District, 623 So. 2d 1193 (Fla. 1st DCA 1993) (exemption applied to dike). Suwannee River Water Management District v. Hill, Columbia County Circuit Court Case No. 89-22-CA (exemption applied to dike).
5. Not one of the three exemptions claimed by the Defendant applies to the Defendant's activities described in Finding of Fact paragraph 19 above: (1) The surface water management system that exists on the Defendant's property was recently altered. Consequently, the exemption in paragraph 40B-4.1070(1)(e), does not apply. (2) The exemption from part IV, chapter 373 permitting in subsection 373.406(1), Florida Statutes, is not applicable to Defendant's activities as it is intended to apply solely to the consumptive uses of water permitting program versus any surface water management activities designed to facilitate the "capture, discharge, and use of water." (3) The surface water management system on Defendant's property is not an "agricultural closed system" under subparagraph 40B-4.1070(1)(a)2, Florida Administrative Code, since it discharges water off-site. See, Corporation of the President of the Church of Jesus Christ of Latter Day Saints v. St. Johns River Water Management District, 489 So. 2d 59 (Fla. 5th DCA 1986).

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6. The interpretation of a statute by an agency that has responsibility for its implementation is entitled to great weight and should not be overruled unless it is clearly erroneous. Save the St. Johns River v. St. Johns River Water Management District and David A. Smith, 623 So.2d 1193, 1202 (Fla. 1st DCA 1993); Dept. of Military Affairs v. Griffin, 530 So.2d 1029, 1031 (Fla. 1st DCA 1988).
7. The impoundment in question is not a "dike" as used in Fla. Stat. 403.813(2)(g) and therefore is not exempt from the permitting requirements of Fla. Admin. Code 40B-4.1040 and Florida Statutes §373.113 and 373.413. The language of Fla. Stat. §403.813(2)(g) very clearly exempts "dikes" and other structure from the permitting requirements of Fla. Admin. Code 40B-4.1040. The term "dike" is not officially defined anywhere in the Florida statutes or Administrative Code. Looking at the language of the statute, in its plain and ordinary meaning, it is quite clear that the impoundment in question is not a dike and thus not exempted from permitting.
8. The parties would have this Court make a determination of whether the current impoundment is a "dike" under the exemption by addressing other statutes and their legislative histories or by looking to case law which only addressed secondary and collateral issues. Rather than head down either path, this court will follow the first and foremost rule of statutory interpretation - look at the plain language of the statute. Joshua v. City of Gainesville, 768 So.2d 432, 435 (Fla. 2000). As stated numerous times by the Florida Supreme Court:

When the statute is clear and unambiguous, courts will not look behind the statute's plain language for legislative intent or resort to rules of statutory construction to ascertain intent. In such instance, the statute's plain and ordinary meaning must control, unless this leads to an unreasonable result or a result clearly contrary to legislative intent. "When the words of a statute are plain and unambiguous and convey a definite meaning, courts have no occasion to resort to rules of construction - they must read the statute as written, for to do otherwise would constitute an abrogation of legislative power." Nicoll v. Baker, 668 So.2d 989, 990-991 (Fla. 1996). (Internal citations omitted).
9. When a word is left undefined by the Legislature it does not mean that the statute is ambiguous, rather the courts may determine its plain and ordinary meaning by simply consulting a dictionary. L.B. v. State, 700 So.2d 370 (Fla. 1997) (a court

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may refer to a dictionary to ascertain the plain and ordinary meaning which the legislature intended to ascribe to the term); Green v. State, 604 So.2d 471 (Fla. 1992) ("If necessary, the plain and ordinary meaning of the word can be ascertained by reference to a dictionary."). Various dictionaries define "dike" as

- Encarta Online Dictionary: (1) an embankment built along the shore of a sea or lake or beside a river to hold back the water and prevent flooding. "dike." *Encarta World English Dictionary*, 2006, Bloomsbury Publishing Plc, 26 Feb 2007 < http://encarta.msn.com/dictionary/_dike.html>
- American Heritage Dictionary: (1a) an embankment of earth and rock built to prevent floods. "dike." *The American Heritage Dictionary of the English Language, Fourth Edition*. Houghton Mifflin Company, 2004. 26 Feb. 2007. <Dictionary.com <http://dictionary.reference.com/browse/dike>>.
- Dictionary.com: (1) an embankment for controlling or holding back the waters of the sea or a river. "dike." *Dictionary.com Unabridged (v 1.1)*. Random House, Inc., 26 Feb. 2007. <Dictionary.com <http://dictionary.reference.com/browse/dike>>.
- Merriam-Webster: (2a) a bank usually of earth constructed to control or confine water. "dike." *Merriam-Webster Online Dictionary*. 2007. 26 Feb 2007 <http://www.m-w.com/dictionary/dike>

10. Based on these definitions it seems clear that the plain and ordinary meaning of the term "dike", as it is commonly used, is an embankment which main purpose is to prevent flood water from approaching upon land. This definition is consistent with those decisions which addressed the applicability of the exemption, but did not seek to define the term dike. See Save the St. Johns River, v. St. Johns River Water Management District, 623 So.2d 1193, 1195 (Fla. 1st DCA 1993) ("Currently, a dike system exists along the southern boundary of the proposed development property and **separates the internal grazing lands from the lower marsh and flood areas external to the dike,**" and further stating, "the 1973 dike remained intact throughout the entire length and **continued to impede water movement from the marsh into the agricultural areas.**") (emphasis added); Corporation of the President of the Church of Jesus Christ of Latter-Day Saints v. St. Johns River Water Management District, 489

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So.2d 59, 60 (Fla. 5th DCA 1986) (Noting "[o]ther ranch employees testified that no maintenance had been performed on this system for over twenty-five years and *the dike had failed to keep water off the ranch* during that period.") (emphasis added).

11. Applying the plain meaning of "dike" to the instant impoundment, it is abundantly clear that it is not a dike as used in the statute. Mr. Hill testified that the impoundment in question was built to capture water to be used for various agricultural purposes. No evidence was presented that it has been, is, or will be used as a means of flood control, and therefore, is not a dike, as used in its plain and ordinary meaning. As such, the impoundment is a dam as contemplated in Fla. Admin. Code 40B-4.1040 and Florida Statute 373.403 and is subject to the permitting requirements thereof.
12. Defendant's activities described in Findings of Fact paragraph 18 above constitute construction, alteration, maintenance, and operation of a dam, impoundment, reservoir, appurtenant work or works, and surface water management system within the meaning of section 40B-4.1040, Florida Administrative Code. See, subsections 373.403(1) through (5) and (7) through (10), Florida Statutes.
13. Defendant's activities described in Findings of Fact paragraph 18 above require an environmental resource permit from the District pursuant to Rule 40B-4.1040, Florida Administrative Code. Sections 373.113 and 373.413, Florida Statutes
14. Defendant's activities described in Findings of Fact paragraph 18 above do not constitute "routine custodial maintenance" as that term is construed in interpreting paragraph 403.813(2)(g), Florida Statutes, and is used in subsection 373.403(8), Florida Statutes see, Corporation of the President of the Church of Jesus Christ of Latter Day Saints v. St. Johns River Water Management District, 489 So. 2d 59 (Fla. 5th DCA 1986) (commonly referred to as the "Deseret" decision) (the legislature intended to exclude only routine custodial maintenance having a minimal adverse environmental impact from permit requirements.)
15. To obtain an injunction in a case where a statutory violation is being asserted, the complainant must show that (1) irreparable harm will occur from a continued violation; (2) it lacks an adequate remedy at law; (3) it has a clear legal right to the relief requested; and (4) the injunction is in the public interest. Florida

Department of Environmental Regulation v. Kaszyk, 590 So. 2d 1010 (Fla. 3rd DCA 1991). "When the express purpose of a statute is to protect public health, safety, and welfare, and when the legislature has specifically empowered an agency to seek an injunction against one who violates that statute, irreparable harm is presumed", *Id* at 1011-12.

16. Section 373.016 (3)(j), Florida Statutes, states "It is further declared to be the policy of the Legislature ...to promote the health, safety, and general welfare of the people of this state". Sections 373.129(2) and 373.136(1), Florida Statutes, provide specific authority to the District to seek an injunction. Therefore, the first requisite for obtaining an injunction has been met.
17. Regarding the second requirement, compliance by Defendant with the District's regulations and the safety of the public cannot be achieved through a remedy at law in this case.
18. Thirdly, the District has a clear legal right to the relief requested under Sections 373.129(2) and 373.136(1), Florida Statutes.
19. Finally, if the statute is aimed at protecting the public health, safety, and welfare, and it is being violated, then issuing the injunction is in the public interest.
20. Count III of the Amended Complaint seeks the Court declare the dam a public nuisance based upon Section 373.433, Florida Statutes, which provides as follows:

"Any stormwater management system, dam, impoundment, reservoir, appurtenant work, or works which violates the laws of the state or which violates the standards of the governing board or the department shall be declared a public nuisance. The operation of such stormwater management system, dam, impoundment, reservoir, appurtenant work, or works may be enjoined by suit by the state or any of its agencies, or by a private citizen. The governing board or the department shall be a necessary party to any such suit. Nothing herein shall be construed to conflict with the provisions of s. 373.429."
21. This Court's order granting Plaintiff's request for permanent injunctive relief is predicated upon the Defendant failing to obtain a permit as required by the applicable statutes and regulations cited herein.

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22. The permitting requirement of said statutes and regulations apply to a person or entity (not a "thing" such as a dam), and in the instant case, the permitting requirements apply to a corporation, to-wit: Defendant, El Rancho No Tengo, Inc.
23. While the Defendant corporation violated the law (as detailed in this order) by failing to obtain a permit, that act alone is not sufficient to transfer the violation to the dam, such as to declare the dam a public nuisance under Section 373.433, Florida Statutes.
24. Therefore, Plaintiff did not prove its case as alleged in Count III of the Amended Complaint and said count is dismissed.

WHEREFORE, based upon the foregoing findings of fact and conclusions of law, the Court finds that while Defendant in good faith relied upon a prior decision by this Court in opposing the District's efforts to regulate its activities, said reliance was erroneous. The Defendant's Motion to Dismiss is denied. The Court further finds that Plaintiff lacks an adequate remedy at law and a permanent injunction is in the public interest. However, Plaintiff having suggested and offered a procedure to address the public interest without requiring Defendant's strict compliance with the permitting requirements, therefore, in lieu of requiring the Defendant to complete the entire permitting process under chapters 40B-4 and 40B-400, Florida Administrative Code,

IT IS ORDERED AND ADJUDGED that permanent injunctive relief is granted in favor of the Plaintiff and against the Defendant as follows:

The Defendant shall forthwith drain the dam to the lowest level feasible and, within 60 days of entry of this order, provide to Plaintiff engineering certification of the dam and its appurtenant works and an operation and maintenance plan. The certification and operation and maintenance plan shall be made by an engineer licensed in the state of Florida under Chapter 471, Florida Statutes who is recognized by his peers as competent in the design and construction of earthen dams.

Within 30 days of its receipt of Defendant's certification and operation and maintenance plan, Plaintiff shall review and issue written notification to Defendant of Plaintiff's approval or of any deficiencies in the information/certification provided. During the pendency of this injunction, Plaintiff is authorized to enter and inspect the property during normal business hours upon reasonable notice given to Defendant, which shall be no less than 24 hours, unless an

emergency affecting public safety exists. In the event that Plaintiff notifies Defendant of deficiencies within the certification and/or operation and maintenance plan, Defendant shall have 30 days to cure these deficiencies, unless otherwise stipulated by the parties, and re-submit the certification and/or operation and maintenance plan.

The Defendant shall not impound water to its full capacity behind the dam until Plaintiff provides written approval to Defendant of the certification and operation and maintenance plan. Plaintiff shall diligently and expeditiously process the evaluation and issue its findings promptly.

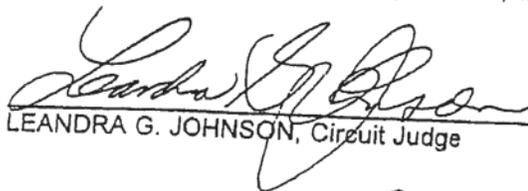
The engineering certification of the dam and its appurtenant works shall include the following elements:

1. A detailed report on the pipe materials used for the principal spillway piping system;
2. New soil borings and soil properties testing to determine the presence, location, elevation, permeability, and other properties of the dam's clay core;
3. A seepage analysis based on properties of the soils tested;
4. A slope stability analysis based on properties of the soils tested;
5. An analysis of principal spillway and emergency spillway capacities to certify they will safely discharge flows from the following storm events:
 - a. The one-percent chance (100-year recurrence interval) critical duration storm event for the dam's contributing watershed, and;
 - b. The standard project flood as defined in Plaintiff's exhibit number 23, the 1978 Phase 1 Inspection Report of the L.P. Hill Dam.

The Defendant shall file a report with Plaintiff no later than July 1 of each third year following entry of this order. The report shall detail all operation and maintenance activities during the three-year period prior to the filing of the report.

The Court retains jurisdiction for the purpose of ruling on Plaintiff's claim for civil penalties, costs, and fees and entering such further orders as may be appropriate.

DONE AND ORDERED in chambers at Lake City, Columbia County, Florida, this 6th day of August, 2007.


 LEANDRA G. JOHNSON, Circuit Judge

COPY

EXHIBIT “D”

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT,
IN AND FOR COLUMBIA COUNTY, FLORIDA

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff,

-vs-

EL RANCHO NO TENGO, INC.,

Defendant;

Inst: 200812010972 Date: 6/10/2008 Time: 8:45 AM
P. DeWitt Cason, Columbia County Page 1 of 3 B:1152 P:115

CASE NO: 06-203CA

STATE OF FLORIDA, COUNTY OF COLUMBIA
I HEREBY CERTIFY that the above and foregoing
is a true copy of the original filed in this office.
P. DEWITT CASON, CLERK OF COURTS

By _____ Deputy Clerk

Date 6/10/08



FINAL ORDER IMPOSING CIVIL PENALTIES AND RETAINING JURISDICTION

This matter came before the Court on Wednesday, April 16, 2008, during an evidentiary hearing to consider Plaintiff Suwannee River Water Management District's ("District") claim against Defendant El Rancho No Tengo, Inc., for civil penalties. The District was represented at the hearing by attorneys Jennifer B. Springfield and Thomas W. Brown and the Defendant was represented by attorneys Robert Moeller and Paul V. Smith. The Court heard testimony from Jon M. Dinges who is also the District's corporate representative. The Court also heard arguments from counsel for both parties. Upon the Court's ruling in Plaintiff's favor, counsel for Defendant made an *ore tenus* motion requesting that a stay of execution also be entered.

FINDINGS OF FACT

1. The findings of fact made by the Court in its "Final Order Granting Permanent Injunctive Relief, Denying Defendant's Motion for Dismissal, Dismissing Count III of Amended Complaint, and Retaining Jurisdiction over Count IV of Amended Complaint" are incorporated herein by reference.

2. The Court finds that the actions and conduct of Defendant's principals, as described in the findings referenced in paragraph no. 1 above, are *flagrant, willful, and without excuse*. These actions by Defendant considered by the Court in this Order cover the period of time from December 7, 2005 through September 5, 2007, a period of 637 days.
3. Based upon lack of notice and violation of due process rights, Defendant objected at the hearing to all evidence offered by the District of any actions taken by Defendant after the date on which the District's motion for penalties was filed (September 5, 2007). These objections were sustained by the Court. Consequently, no period of time other than December 7, 2005 through September 5, 2007, has been considered in this Order.
4. The imposition of a civil penalty in this case is necessary and appropriate in order to deter the Defendant and its principals from further violations of chapter 373, Florida Statutes.

CONCLUSIONS OF LAW

1. The Court's conclusions of law in its "Final Order Granting Permanent Injunctive Relief, Denying Defendant's Motion for Dismissal, Dismissing Count III of Amended Complaint, and Retaining Jurisdiction over Count IV of Amended Complaint" are incorporated herein by reference.
2. Pursuant to subsection 373.129(5), Florida Statutes, the District is authorized to seek civil penalties in excess of \$5,000,000 in this case, for which Defendant may be liable pursuant to subsection 373.430(2), Florida Statutes.
3. The Legislature has declared its intent in subsection 373.430(6), Florida Statutes, that "civil penalties imposed by the court be of such amount as to ensure immediate and continued compliance with this section."

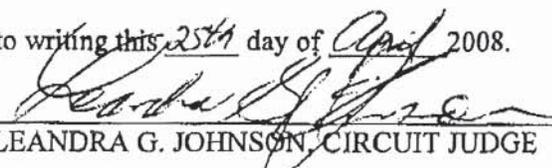
4. Given the findings of fact above and in the "Final Order Granting Permanent Injunctive Relief, Denying Defendant's Motion for Dismissal, Dismissing Count III of Amended Complaint, and Retaining Jurisdiction over Count IV of Amended Complaint," payment by Defendant of a civil penalty in the amount of \$100,000 is fair and reasonable.

ACCORDINGLY, it is

ORDERED and ADJUDGED as follows:

- a. The Plaintiff, Suwannee River Water Management District, shall have and recover from Defendant, El Rancho No Tengo, Inc., the sum of One-Hundred Thousand Dollars and Zero Cents (\$100,000.00), for which let execution issue.
- b. This Court retains jurisdiction in order to determine attorney's fees and costs (the remaining issues of Count IV of the Amended Complaint) and such other matters as may be necessary and proper.

DONE and ORDERED in Chambers at the Columbia County Courthouse, Lake City, Florida on April 16, 2008, and reduced to writing this 25th day of April 2008.


LEANDRA G. JOHNSON, CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order Imposing Civil Penalties and Retaining Jurisdiction was furnished to **ROBERT MOELLER, ESQ.**, P.O. Box 1419, Cross City, FL 32628; **JENNIFER B. SPRINGFIELD, ESQ.**, 605 N.E. 1st Street, Suite G, Gainesville, FL 32601; **THOMAS BROWN, ESQ.**, P.O. Box 1029, Lake City, FL 32056, and **PAUL V. SMITH, ESQ.**, P.O. Box 1792, Lake City, FL 32056 by U.S. Mail this 25th day of April, 2008.

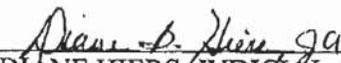

DIANE HIERS, JUDICIAL ASSISTANT

EXHIBIT “E”

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT,
IN AND FOR COLUMBIA COUNTY, FLORIDA
CIVIL ACTION

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT,

Plaintiff,

-vs-

EL RANCHO NO TENGO, INC.,

Defendant.

Inst: 201012007225 Date: 5/6/2010 Time: 9:26 AM
DC, P DeWitt Cason, Columbia County Page 1 of 12 B:1193 P:2510

CASE NO: 06-203CA

Inst: 201012009978 Date: 6/24/2010 Time: 9:35 AM
DC, P DeWitt Cason, Columbia County Page 1 of 12 B:1196 P:1742

FILED
COLUMBIA COUNTY, FLORIDA
MAY -5 PM 3:09

FINAL ORDER AWARDING AND DETERMINING ATTORNEY'S FEES AND COSTS

This matter came before the Court on Friday, March 26, 2010, on Plaintiff's, Suwannee River Water Management District ("District"), *Motion For Default* judgment against Defendant on the portion of Count IV of the Amended Complaint which seeks an award of costs and attorney's fees in this case and for a final evidentiary hearing on the amount of costs and attorney's fees, which claim is also the subject of *Plaintiff's Amended Motion for Costs and Attorneys' Fees*. The Court also heard *Plaintiff's Motion for the Assessment of Appellate Attorney's Fees*. Defendant was properly served with these motions and a *Fourth Amended Notice of Hearing* and had the right and opportunity to appear at the hearing to contest any unliquidated damages. The District was represented at the hearing by Jennifer B. Springfield, Thomas W. Brown and Matthew C. Mitchell. Defendant, who is no longer represented by counsel, did not appear at the hearing. In entering this judgment, the Court took into consideration testimony from Plaintiff's attorneys, Lance Cohen, Thomas W. Brown, Matthew Mitchell, and Jennifer B. Springfield. The Court also heard testimony from Marcia Parker Tjoflat, who was accepted as an expert attorney witness with expertise in Florida water law, and from Jon M. Dinges concerning the District's costs. The Court also received into evidence District exhibit numbers 1 through 6, 8 through 11, and 14 and 15. The Court also considered the orders of the First District Court of Appeal granting District's requests for attorney's fees in



STATE OF FLORIDA, COUNTY OF COLUMBIA

I HEREBY CERTIFY, that the above and foregoing
is a true copy of the original filed in this office.

By P. DeWitt Cason CLERK OF COURTS

Date 6/10/10

Case No.: 06-203-CA
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Case Nos. 1D07-4185 and 1D08-2568. Finally, the Court took into consideration findings previously made by the Court and argument of counsel.

FINDINGS OF FACT

1. On December 28, 2009, this Court entered an order granting Defendant's Counsel's motion to withdraw and requiring Defendant to obtain new counsel to be evidenced by the filing of a notice of appearance no later than January 25, 2010. To date, a notice of appearance of counsel for Defendant has not been filed.
2. A copy of *Plaintiff's Amended Motion for Attorneys' Fees and Costs* and *Plaintiff's Motion for Assessment of Appellate Attorney's Fees* were served on Defendant on August 28, 2009. A *Second Amended Notice of Hearing* for these motions was served on Defendant on September 28, 2009.
3. A copy of District's *Motion for Default* and a *Fourth Amended Notice of Hearing* for the motion for default and the above-mentioned motions for costs and attorney's fees were served on Defendant's registered agent/president, Jeffrey Hill, on February 16, 2010, and March 15, 2010, respectively.
4. Defendant is a Florida corporation with a corporate address of 908 SE Country Club Road, Lake City, Florida 32025.
5. For three years prior to the complaint being filed, District staff, General Counsel, and Governing Board tried to gain the cooperation of Defendant in the exercise of its regulatory responsibility.¹ The District's responsibility in this instance is to protect the public's health, safety and welfare by ensuring that Defendant's dam is safe and the means fulfill this duty is the environmental resource permitting ("ERP") program. Defendant was informed of the requirement to obtain an ERP multiple times prior to initiation of this action, but refused to comply. Defendant's illegal activities have caused the District to expend taxpayer dollars to enforce the law to the extent necessary to prevent a catastrophe from occurring. Defendant has unnecessarily prolonged this emergency matter, which has been ongoing for four years, by failing to abide by the Court's orders even after losing its appeals and being orally admonished and in writing on several occasions by this Court regarding the need to comply with the permanent injunction.

¹ See, Findings of Fact nos. 16 and 31 of the final order granting permanent injunctive relief dated August 6, 2007.

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6. All of the counts of the complaint are intertwined. Counts I, II and III of District's Amended Complaint are based on a common set of facts and related legal theories. The District's claims for temporary and permanent injunctive relief and for civil penalties (Count IV) are all based upon Defendant's actions taken to drain, excavate and completely rebuild the heart of the dam – its principal spillway structure, without first obtaining an environmental resource permit from the District in violation of Part IV, chapter 373, Florida Statutes, and District regulations in chapters 40B-4, Florida Administrative Code. The District's public nuisance claim (Count III) is based on the same core facts but on an alternative legal theory.

7. Based upon the record in this case, the Court finds that during the past four years District attorneys have been required to devote substantial time and labor in order to protect the public interest by prosecuting the amended complaint, answering Defendant's appeals, and enforcing the Court's judgments. The Court further finds that the legal and technical issues presented by this case are somewhat unusual and rather complex.

8. District attorney Springfield expended a total of 802.9 hours prosecuting the amended complaint, answering Defendant's appeals, and enforcing the Court's judgments. Springfield acted as lead counsel throughout the proceedings in this matter. Based upon Springfield's testimony, District Exhibit nos. 1, 2 and 14, and the testimony of District's expert witness regarding the attorney's fees, the Court finds that the total number of hours spent by Springfield is a reasonable number of hours in this case.

9. Springfield's legal assistants, which included a paralegal and law clerks working under her direct supervision, expended a total of 123.65 hours providing non-clerical, meaningful legal support to this matter. Based upon Springfield's testimony and District Exhibit nos. 2 and 14, the Court finds that the total number of hours spent by Springfield's paralegal and law clerks is a reasonable number of hours in this case.

10. District attorney Brown and his associate, attorney Mitchell, expended a total of 539.9 hours prosecuting the amended complaint, answering Defendant's appeals, and enforcing the Court's judgments. Brown provided guidance, oversight and support for Springfield throughout the proceedings in this matter. Mitchell provided legal support to Brown and Springfield. Based upon Brown's and Mitchell's testimony, District Exhibit nos. 3 and 15, and the testimony of District's expert witness regarding the attorney's fees, the Court finds that the total number of hours spent by Brown and Mitchell is a reasonable number of hours in this case.

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11. Brown's legal assistants, which included paralegals and a law clerk working under his direct supervision, expended a total of 58.5 hours providing non-clerical, meaningful legal support to this matter. Based upon Brown's testimony and District Exhibit nos. 3 and 15, the Court finds that the total number of hours spent by Brown's paralegals and law clerk is a reasonable number of hours in this case.

12. District attorney Cohen expended a total of 17 hours representing District's interest in the federal bankruptcy proceeding initiated by Defendant in late 2008. Based upon Cohen's testimony and Brown's testimony establishing a need for Cohen's services, and District Exhibit no. 4, the Court finds that the total number of hours spent by Cohen is a reasonable number of hours in this case.

13. Attorney Brown has had a professional relationship with District serving as General Counsel for approximately 30 years. While Ms. Springfield's relationship with District began in January 2006, prior to that time she had approximately 17 years of experience representing two other water management districts in Florida.

14. Acceptance of this case by Springfield and Brown precluded them from being able to represent other persons in matters pertaining to District.

15. District required the services of legal practitioners skilled in handling complex technical matters and possessing extensive knowledge of Florida water law.

16. The Court infers that the circumstances of this case where the public health and safety were at risk and a mandatory temporary and permanent injunction was sought to protect the public interest imposed time limitations on the District's attorneys:

17. Based upon the Court's observations and other information, including the testimony of Ms. Tjoflat and District Exhibit No. 1, the Court finds that the experience, reputation and ability of District attorneys in this matter to be outstanding.

18. Springfield was compensated by District at an hourly rate of \$160.00 from inception of the case until January 2007, at which time her hourly rate was adjusted to \$170.00 for the remainder of the proceedings. Brown was compensated by District at an hourly rate of \$160.00 from inception of the case until October 2006, at which time his hourly rate was adjusted to \$170.00 for the remainder of the proceedings. Mitchell was compensated by the District at an hourly rate of \$130.00 from inception of the case until October 2007, at which time his hourly rate was adjusted to \$140.00 until June 2009, at which time it was further adjusted to \$150.00 for

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the remainder of the proceedings. Cohen was compensated by District at an hourly rate of \$225.00.

19. Based upon the testimony of District attorneys Springfield, Brown, Mitchell, and Cohen, and expert witness testimony from Ms. Tjoflat, the Court finds that the hourly rates paid by the District for its legal services are well below rates customarily charged in North Florida for similar services and are reasonable hourly rates.

20. Multiplying the number of reasonable hours expended by District attorneys and their paralegals and law clerks by the reasonable hourly rates charged and paid by District, results in a total of \$219,225.25.

21. Based upon the testimony of Ms. Springfield and Mr. Dinges and District Exhibit Nos. 6, 8 and 9, the Court finds that District costs total \$54,240.03, which includes non-District staff expert witness fees totaling \$27,247.95.

22. An additional 18.4 hours were reasonably spent by District attorneys and paralegals preparing for this hearing, which are not accounted for above. Multiplying those hours by the same reasonable hourly rates referenced above results in an additional amount of \$3138.00 charged and paid by the District for legal services. An additional cost of \$100.00 was paid for the attendance of a court reporter at this hearing. A copy of the invoices for these charges is attached as *Composite Exhibit A*.

CONCLUSIONS OF LAW

23. The Court retained jurisdiction over this claim pursuant to the "Final Order Imposing Civil Penalties and Retaining Jurisdiction" entered on April 16, 2008. *Jackson v. Jackson*, 390 So.2d 787, 790 (Fla. 1st DCA 1980).

24. Rule 1.500(b), Fla. R. Civ. Pro., titled Defaults and Final Judgments Thereon, governs this proceeding and provides:

By the Court: -When a party against whom affirmative relief is sought has failed to plead or otherwise defend as provided by these rules or any applicable statute or any order of the court, the court may enter a default against such party; provided that if such party has filed or served any paper in the action, that party shall be served with notice of the application for default.

Emphasis added.

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25. District has complied with the noticing requirements of Rule 1.500(b), Fla. R. Civ. Pro., by serving its motion for default and notice of hearing on Defendant.

26. In *Kaplan v. Morse*, 870 So. 2d 934 (Fla. 5th DCA 2004), which also involved a corporate defendant, the Fifth District Court of Appeal states:

At the outset of our analysis, we note that MEHC was defaulted as a consequence of not obtaining proper representation. See, e.g., *Lakeview Auto Sales v. Lott*, 753 So. 2d 723 (Fla. 2d DCA 2000); *Richter v. Higdon Homes, Inc.*, 544 So. 2d 300 (Fla. 1st DCA 1989). In both *Lakeview Auto Sales* and *Richter*, defaults were entered against corporate defendants for failure to obtain counsel. A default generally terminates a party's right to further defend, except to contest unliquidated damages.

27. Under Florida common law, corporations must be represented in court by legal counsel. See, *Richter*, 544 So. 2d 300 (it was error for trial court to allow Mr. Higdon to represent appellee at trial on the basis that Mr. Higdon was the sole stockholder of the corporation.)

28. In *Lakeview Auto Sales*, 753 So. 2d 723, the Second District Court of Appeal affirmed the trial court's entry of a final default judgment against appellant corporation, Lakeview Auto Sales, because it was not represented by counsel and, therefore, failed to appear in the trial court.

29. Defendant is barred from further defending against District's claims due to its lack of legal representation with the exception of contesting unliquidated damages. However, Defendant chose not to appear to contest the amount of costs and attorney's fees despite being properly served with a notice of the hearing.

30. Under the provisions of 373.129(5) and (6) and subsection 373.136(2), Florida Statutes, the District is authorized to seek recovery of its attorney's fees and the Court is authorized to award attorney's fees to the prevailing party. Such an award in the instant case is just in view of the fact that Defendant's failure to comply with the law made it necessary for the District to bring this action and substantially lengthened the time needed to resolve it.

31. All of the counts of the complaint are intertwined and therefore District is entitled to attorney's fees for all counts. According to the appellate court in *Anglia Jacs & Co. v. Dubin*, 830 So. 2d 169, 171-172 (Fla. 4th DCA 2002), when the issues in the case are based on a common core of facts and related legal theories, the court must find the issues to be intertwined and award attorney's fees for the entire case. In *Anglia Jacs & Co. v. Dubin*, 830 So. 2d 169, 171 (Fla. 4th DCA 2002), the Fourth District in upholding the trial court's award of attorney's

Case No.: 06-203-CA

Page 7

fees for breach of contract where there were three counts and a counterclaim with three counts, stated as follows:

The claims on which the award of attorney's fees and costs was based are not separate and distinct so as to support an independent cause of action for each, but are instead alternative theories of liability for the same wrong. As there can be only one prevailing party when the claims are based on the same wrong, the trial court properly awarded attorney's fees to Dubin because it prevailed on the significant issues tried before the trial court. The court did not abuse its discretion in finding that it could not distinguish between the claims.

Similarly in the instant case, District's claims are all based on the same wrong by Defendant, to wit: illegal construction activity without a permit, and therefore, it is impractical to apportion the attorney's fees amongst the four counts of the Amended Complaint.

32. Plaintiff's attorneys have shown by competent, substantial evidence that the number of hours spent preparing to prosecute and litigating this cause of action for injunctive relief and civil penalties, and subsequently enforcing and executing the final judgments, on behalf of the District, is a reasonable number of hours. Plaintiff's attorneys have also shown that a reasonable hourly rate for their services was charged to District. *Young v. Taubman*, 855 So.2d 184 (Fla. 4th DCA 2003); *Fraser v. Security & Inv. Corp.*, 615 So.2d 841 (Fla. 4th DCA 1993); *Markham v. Markham*, 485 So.2d 1299 (Fla. 5th DCA 1986).

33. In calculating attorney's fees in a public interest case, the federal appellate court in *Johnson v. Georgia Express Highway*, 488 F.2d 714, 717 (5th Cir. 1974), held that a trial court should multiply the reasonable number of hours by the reasonable hourly rate and then adjust the result by applying the twelve factors listed in *Johnson*. See also *Standard Guar. Ins. Co. v. Quanstrom*, 555 So.2d 828, 834 (Fla. 1990). The Court has considered and explained the factors in *Johnson* in determining the amount of the fee award. See paragraph nos. 5, 11 through 15, and 17 above.

34. Pursuant to section 57.104, Florida Statutes, in computing the amount of attorney's fees, *the court shall consider, among other things, time and labor of any legal assistants who contributed nonclerical, meaningful legal support to the matter involved and who are working under the supervision of an attorney.* Therefore, the Court has included the amounts charged to District for counsels' paralegal and law clerk time and labor.

35. Since entry of the permanent injunction and civil penalty final judgments, the District has been required to expend additional financial resources to enforce and execute these judgments.

Case No.: 06-203-CA

Page 8

Pursuant to section 57.115, Florida Statutes, these attorney's fees and costs are also included in the amount awarded to District. These costs and fees include the District's necessary participation in a bankruptcy proceeding brought by Defendant in federal bankruptcy court, which was dismissed by the U.S. Bankruptcy Court at an early stage in the process.

36. Plaintiff is entitled to recover its costs. The appellate court in *St. Johns River Water Management District v. Lake Pickett Limited*, 543 So.2d 883, 884 (Fla. 5th DCA 1989), held that *a party who recovers a judgment in a trial in a legal proceeding is entitled as a matter of right to recover lawful court costs and that a trial judge has no discretion under that statute [§57.041 Florida Statutes] to deny court costs to the party recovering judgment.* Therefore, District, as the party who has obtained judgment in its favor, is entitled to court costs pursuant to section 57.041, Florida Statutes, which provides that *the party recovering judgment shall recover all his legal costs and charges which shall be included in the judgment.* Under section 57.071, Florida Statutes, relevant costs include *[t]he expense of the court reporter for per diem, transcribing proceedings and depositions, including opening statements and arguments by counsel, and expert witness fees provided the party retaining the expert witness furnishes each opposing party with a written report signed by the expert witnesses which summarizes the expert witness' opinions and the factual basis of the opinions . . . See also, section 90.231, Florida Statutes.*

ACCORDINGLY, it is

ORDERED AND ADJUDGED that Defendant, El Rancho No Tengo, Inc., is in default and Suwannee River Water Management District's requests for costs and attorney's fees are granted for prosecution of this matter in circuit court and for enforcement of this Court's final judgments, including the proceedings in federal bankruptcy court.

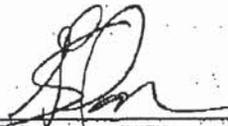
It is **FURTHER ORDERED** that Defendant shall pay costs to Plaintiff in the amount of \$54,347.95 and shall pay attorney's fees to Plaintiff in the amount of \$222,363.25, which includes fees for the proceedings at the First District Court of Appeal, for a total award amount of \$280,376.20. Interest shall accrue at the statutorily authorized rate upon entry of this Order, for which let execution issue.

Case No.: 06-203-CA

Page 9

This Court retains jurisdiction in order to determine other matters as may be necessary.

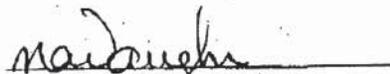
DONE AND ORDERED in Chambers at the Columbia County Courthouse on March 26, 2010, and reduced to writing this 3rd day of May 2010.



GREG S. PARKER
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to Jennifer B. Springfield, Esq., 806 N.W. 16th Avenue, Ste. B., Gainesville, FL 32601; Thomas W. Brown, Esq., 116 NW Columbia Avenue; Lake City, FL 32056 and El Rancho No Tengo, Inc. c/o Jeffrey Hill, President and Registered Agent, 908 SE Country Club Road, Lake City, FL 32025, this 3rd day of May, 2010.


Judicial Assistant

SPRINGFIELD LAW, P.A.
 806 N.W. 16th Avenue, Suite B
 Gainesville, FL 32601
 Tel: (352) 371-9909 Fax: (352) 377-4077

INVOICE

INVOICE #[100]
 DATE: APRIL 23, 2010

TO:
 Suwannee River Water District
 9225 County Road 49
 Live Oak, FL 32060

FOR:
 SRWMD v. El Rancho No Tengo
 Case No.: 06-203-CA

DESCRIPTION	HOURS	RATE	AMOUNT
3/26/10: Attended trial on attorney's fees and costs (Lake City)	5.5	170.00	935.00
4/14/10: Teleconference with Tom Brown regarding Governing Board interaction with Jeffrey Hill; drafted proposed default order on claim for costs and attorney's fees.	2.0	170.00	340.00
4/15/10: Drafted proposed final order regarding costs and fees	3.5	170.00	595.00
4/16/10: Teleconference with Matthew Mitchell regarding proposed orders; teleconference with Jan Dinges	.2	170.00	34.00
Costs: Attendance of court reporter at 3/26/10 hearing			100.00
TOTAL			\$2004.00



Make all checks payable to Springfield Law, P.A.
 Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

BRANNON, BROWN, HALEY & BULLOCK, P.A.

P.O. BOX 1029
 LAKE CITY, FLORIDA 32056-1029
 (386) 752-3213 FAX 755-4524
 FEDERAL ID # 59-1792266

April 25, 2010

SUNANNEE RIVER WATER MANAGEMENT
 DISTRICT
 9225 CR49
 LIVE OAK, FL 32060

Invoice No. 58427 TMB
 Billed through 04/15/2010
 Our File No. 29317 00099

SRWMD V. EL RANCHO NO TENGO, INC. (TRIAL FILE)

FOR PROFESSIONAL SERVICES RENDERED

03/26/10	TMB	In office by 7:30; received another revision of numbers; reviewed testimony; then other witness arrived; set up her husband in office; then to Court; I was 2nd witness and back to office by 10:15.	2.70 hrs	459.00
03/26/10	MCM	Hearing preparation; attended hearing on attorney's fees and costs; conference with Jennifer Springfield and Jon Dinges regarding hearing results; message to Tom Brown regarding hearing results and proposed Order.	4.50 hrs	675.00
Total fees for this matter				\$1,134.00

BILLING SUMMARY

BROWN, THOMAS W.	2.70 hrs	170 /hr	\$459.00
MITCHELL, MATTHEW C.	4.50 hrs	150 /hr	\$675.00

TOTAL FEES \$1,134.00

TOTAL CHARGES FOR THIS BILL \$1,134.00

JOHNS, STEPHENSON & BIERY
ADVANTAGE COURT REPORTERS
305 NE 1st Street
Gainesville, FL 32601
(352) 373-7778 Fax: (352) 373-8301

Springfield, Jennifer Esquire
605 NE 1st Street
Suite G
Gainesville, FL 32601

INVOICE NO. : 962153
INVOICE DATE: 3/29/2010
REPORTER:
Jackie Monson

ID# [REDACTED]

Case No: 08-203-CA
Suwannee River Water v El Rancho No Teng
Hearing before Judge Parker

3/26/2010	Attendance of Reporter Transcript not req'd at this time	100.00
	Sub Total	<u>100.00</u>
	Paid	<u>0.00</u>
	Balance Due	100.00

Thank you for your business! Please return a copy of the invoice
Now accepting Visa/Mastercard
There will be a 3.95% fee applied for credit card transactions.

EXHIBIT “F”

RECEIVED
SRWMD

JUN 9 2011

SHERIFF'S DEED

ORIGINAL TO FILE _____
COPIES TO _____

THIS INDUMENTURE, made this 3rd day of May A.D., 2011, between Mark Hunter, As Sheriff of Columbia County, Florida, whose address is 4917 US 90 East, in the County of Columbia, the State of Florida, and Suwannee River Water Management District, A Florida Statute 373 Water Management District 9225, whose address is 9225 CR 49, Live Oak, Florida 32060.

WHEREAS, by virtue of certain Writ of Execution issued out of and under the seal of the Circuit Court, in and for Columbia County, Florida, dated the 16th day of September A.D., 2010 in the matter of Suwannee River Water Management District, A Florida Statute 373 Water Management District as Plaintiff, -vs- El Rancho No Tengo, Inc., as Defendant, being Case No. 06-203-CA, directed and delivered to the said Sheriff commanding him, that the goods, chattels, lands, and tenements of the said defendant, the cause to be made certain monies in said execution specified, the said Sheriff did levy on and seize all the estate, right, title and interest which the said defendant had of, in and to the property hereinafter described and on the 3rd day of May, A.D., 2011 sold the said property at public auction at the Columbia County Courthouse 173 N.E. Hernando Avenue in the City of Lake City, of Columbia County, having first given public notice of the time and place of such sale, by advertising said property for sale in a manner and form as required by the statute in such case made and provided, in the Lake City Reporter, An official newspaper published in said City of Lake City, in said County of Columbia, State of Florida, once a week for four (4) consecutive weeks, next proceeding said day of sale; and that at such sale the said property was struck off to the said party of the second part, for the sum of Three Hundred Ninety Thousand Dollars and no/100 cents, (\$390,000.00). The plaintiff bid credit, therefore **no cash exchanged hand**.

NOW THIS INDENTURE WITNESSETH: That said party of the first part, As Sheriff as aforesaid, by virtue of the said execution, and in pursuance of the statute in such cases made and provided, the said party of the first part, as Sheriff as aforesaid, that granted, bargained, sold and conveyed any by these present doth grant, bargain, sell and convey unto the said Suwannee River Water Management District, A Florida Statute 373 Water Management District, said party of the second part, the estate, right, title and interest, hereditaments, appurtenances and privileges in any way pertaining thereto, which the said defendant had on the 3rd day of May, A.D., 2011, the date and sale of the real property situated in the County of Columbia, known and described as follows, as the property of the defendant El Rancho No Tengo, Inc., to-wit:

TOWNSHIP 4 SOUTH, RANGE 17 EAST
SECTION 3:

W 1/2 of NW 1/4;

LESS AND EXCEPT right of way per Official Records Book 170, page 110; ALSO LESS all of Oak Hill Estates Replat (Plat Book 3, page 52) and Oak Hill Estates Replat Addition No. 1(Plat Book 3, page 92); ALSO LESS lands described in Official Records Book 203, page 292; Official Records Book 403, page 257 (corrected in Official Records Book 436, page 767); Official Records Book 760, page 429; Official Records Book 575, page 162 (ratified in Official Records Book 770, page 2259); Official Records Book 751, page 2108 (ratified in Official Records Book 770, page 2133 and Official Records Book 770, page 2255); Official Records Book 270, page 393; Official Records Book 918, page 2050; Official Records Book 940, page 805; Official Records Book 998, page 2032; and Official Records Book 1000, page

I certify that this is a true and correct copy of the original document existing and maintained in the records of the Suwannee River Water Management District.
Date: 3-28-12
Name/Title: Jon Dinges District Clerk
Signature: [Signature]
Total Pages: 2

Inst:201212004813 Date:3/28/2012 Time:1:53 PM

Stamp-Deed:0.70

DC,P.DeWitt Cason,Columbia County Page 1 of 2 B:1232 P:584

1325 of the Public Records of Columbia County, Florida. (Parcel I.D. No. 03-4S-17-07487-000)
TOGETHER WITH an Easement for Ingress and Egress, as reserved in Official Records Book 998, page 2032, Public Records of Columbia County, Florida.

**AND ALSO:
SECTION 3:**

W $\frac{1}{2}$ of SW $\frac{1}{4}$,
LESS AND EXCEPT the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$
LESS AND EXCEPT Right of Way per Official Records Book 170, page 110; ALSO LESS lands in Official Records Book 590, page 376; Official Records Book 889, page 1171; Official Records Book 892, page 1036; Official Records Book 1100, page 1466; ALSO LESS AND EXCEPT Lots 1 through 22 of Haight Ashbury (Plat Book 7, page 185); ALSO LESS AND EXCEPT lands in Official Records Book 1148, page 2502; Official Records Book 1171, page 341; and LESS lands deeded to Jock Phelps in Official Records Book 1151, page 1197 (No Legal Attached) of the Public Records of Columbia County, Florida. (Parcel I.D. No. 03-4S-17-07486-001)
TOGETHER WITH an Easement for Ingress and Egress reserved over the North 60 feet of lands described in Official Records Book 889, page 1171; Official Records Book 892, page 1036; and Official Records Book 1100, page 1466 of the Public Records of Columbia County, Florida.

Location Address: 908 S.E. Country Club Road, Lake City, Florida 32025

TO HAVE AND TO HOLD said described real property unto said party of the second part, its successors and assign forever, as fully and absolutely as the party of the first part, as Sheriff as aforesaid, can or should convey by virtue of said execution and the laws relating thereto.

IN WITNESS WHEREOF, the said party of the first part, As Sheriff as aforesaid, has hereunto set his hand and affixed his seal, the 3rd day of May A.D., 2011.

MARK HUNTER, As Sheriff of
COLUMBIA COUNTY, FLORIDA

IN THE PRESENCE OF WITNESS

BY: SGT. ROBERT HOLLOWAY,

Deputy Sheriff

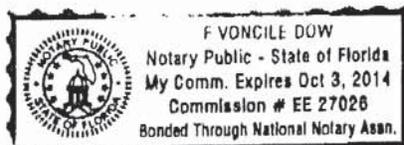
STATE OF FLORIDA
COLUMBIA COUNTY

Personally appeared before me the undersigned authority, Sgt. Robert Holloway, Deputy Sheriff of Columbia County, Florida, who is personally known to me and who did take oath.

Froncile Dow
NOTARY PUBLIC

Dated this 26th day of May A.D. 2011

My commission expires:



RECEIVED
SRWMD

JUN 9 2011

I certify that this is a true and correct copy of the original document existing and maintained in the records of the Suwannee River Water Management District.

Date: 3-29-12
Name/Title: Joe Dwyer, District Clerk
Signature: [Signature]
Total Pages: 2

EXHIBIT “G”

WARRANTY DEED
CORP. TO INDIVID.

RAMCO FORM 01

Return to: (enclose self-addressed stamped envelope)

Name: Jeffrey L. Hill, Sr.
Address: 908 S.E. Country Club Rd., Lake City, FL 32025

This Instrument Prepared by:
Name: Jeff Hill
Address: 908 S.E. Country Club Rd., Lake City, FL 32025

Property Appraiser's Parcel Identification: R0 7486-001 + 7487-000

Folio Number(s):

Circle(s) 5.5, # (1)

Inst: [redacted] Date: 12/6/2010 Time: 12:17 PM
Doc Stamp-Deed 0.70
DC, P DeWitt Cason, Columbia County Page 1 of 1 B:1205 P 2564

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed, Made the 23rd day of September, 2010, by El Rancho No Tengo, Inc., a Florida Corporation, of 908 S.E. Country Club Rd, Lake City, FL 32025, hereinafter called the Grantor, to Jeffrey L. Hill, Sr., whose post office address is 908 S.E. Country Club Rd, Lake City, FL 32025, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$ 1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate in Columbia County, State of Florida, viz: part of Section 3 Township 4 South Range 17 East: the West half of the NW quarter; the West half of the SW quarter; less and except the East half of the Northeast quarter of the Northwest quarter of the Southwest quarter; ALSO, EXCEPTING therefrom any parcels heretofore conveyed properly.
SUBJECT TO covenants, easements and restrictions of record.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,

His Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Jonathan B. Hasten, Director
Witness Signature (as to first Grantor)

Timothy B. Hartley, 409 Pennsylvania St
Printed Name Lake City, FL 32025

[Signature]
Witness Signature (as to first Grantor)

Anna Overstreet
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

STATE OF Florida)

COUNTY OF Columbia)

Jeffrey Hill

known to me to be the person Y described in and who executed the foregoing instrument, who acknowledged before me that executed the same, and an oath was not taken. (Check one: Said person(s) is/are personally known to me. Said person(s) provided the following type of identification: _____

[Signature], President
Grantor Signature

El Rancho No Tengo, Inc.
Printed Name

908 S.E. Country Club Rd, Lake City FL
Post Office Address

[Signature]
Co-Grantor Signature, (

Printed Name

Post Office Address

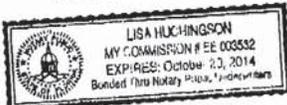
I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

this 6 day of December, A.D. 2010

[Signature]
Notary Signature

Lisa Hutchingson
Printed Name

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid

this 6 day of December, A.D. 2010

[Signature]
Notary Signature

Lisa Hutchingson
Printed Name

LC 57

Office Design, Stamps & Printing Co., Inc., 1994

07
23
99

EXHIBIT “H”

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Leroy Marshall, P.E.
FROM: Lance Laird, P.E.
DATE: December 12, 2012
SUBJECT: NFWFMD Inspection of Hill Dam, Columbia County

At the request of Leroy Marshall, P.E. of Suwannee River Water Management District (SRWMD), staff from the Northwest Florida Water Management District (District), Lance Laird, P.E., and Ken Greenwood inspected an earthen embankment dam southeast of Lake City on November 29, 2012. The dam and impoundment system is the subject of an on-going enforcement case by SRWMD. Reportedly, the property owner, Mr. Lance Hill, has repaired a dam without obtaining the required permits, and may not have re-constructed the dam to proper engineering standards. District staff was asked to conduct a visual inspection of the dam to form a third party, unbiased opinion as to the relative safety of the facility and whether additional preventative actions are necessary at this time to prevent catastrophic failure of the dam. The dam is immediately adjacent to the east side of County Road 133, and is approximately 900 feet long and 20 feet high. According to the owner, the dam was originally constructed in the late 1960's.

While accompanied by Mr. Marshall and the SRWMD attorney, staff inspected the downstream toe of the dam, the crest and the upstream and downstream face of the dam, as well as the principal spillway and the emergency or secondary spillway. The inspection procedures consisted of visual observation only. Geotechnical testing or hydraulic evaluations were beyond the scope of the request and inspection.

Inspection procedures

Staff began the inspection by walking north along the right-of-way of CR 133 in the vicinity of the outfall for the impoundment, then entering the wood line adjacent to the road and visually inspecting the toe and back slope to the northern end of the dam, then proceeding along the crest of the dam, visually inspecting the crest, front and back slopes. The crest can be used as a road, and the owner of the property drove onto the crest to meet District staff during the inspection. The water in the pond was approximately 3 feet below normal pool. The water surface of the impoundment was partially covered with a floating aquatic plant thought to be water hyacinth. While on the crest, staff was able to make a visual inspection of the exterior of the corrugated polyethylene riser and the trash rack. The inspectors continued south and east along the crest of the dam to the emergency spillway. From the crest road, staff was able visually to inspect the dam crest, front and back slopes. The control section and approximately 200 feet of the emergency spillway discharge section was inspected, and then the remainder of the dam (southern and eastern portion) of the toe and backslope of the dam was inspected, eventually ending the inspection back at the outfall of the discharge pipe.

Inspection Findings

CR 133 has a small roadside ditch on both sides of the road. Between the eastern ditch and the toe of the dam, there is a slender forested wetland area. Some standing water was found in the forested wetland area to the north of the outfall and the roadside ditch had saturated soils. Aerial photos show that this wetland area has been in existence at least since 1994.

The toe and back slope of the northern section of the dam had trees and woody vegetation and some eroded areas that had become covered with briars, vines and other nuisance vegetation. The back slope of the dam north of the principal spillway outlet did not have a smooth uniform slope, but had varying slopes. The lower portions of the slope appeared to be approximately 2.5:1 (H:V), then it transitioned to steep; some places were as steep as a 1:1 (H:V) (usually an indication of fill being placed on dam crest sometime after construction). The steeper sections were not covered in a stable grass cover but were overgrown with nuisance vines, woody shrubs, and showed signs of damage from burrowing animals. The crest of the dam was relatively flat and stable (approx. 10 to 12 feet wide), but there appeared to be some undulations toward the north end, possibly due to differential settlement or fill placement after construction. The front slope had areas of woody vegetation and the appearance of some significantly eroded areas. The riser and trash rack appeared to be in good shape and functioning. The water level was 2.5 to three feet below the crest of the riser. Hydrologic modeling would be needed to determine if the pipe sizes are adequate.

District staff was told that the drain gate had been removed to lower the water level of the impoundment, but the drain pipe has now been plugged by unknown means. While standing near the riser, the sound of flowing water could be heard which would be consistent with a drain pipe partially plugged by debris (possibly by beavers, however no beaver signs were found). When the outfall was inspected, the amount of water exiting the barrel appeared to be consistent with the amount of water to be expected from the sounds heard at the riser.

At the point where the dam begins to curve to the east, the toe of the dam was rutted by a set of tire tracks, and minor amounts of surface water was found in these ruts. This water was slightly ochre-stained which can be indicative of seepage having moved through the dam. These ruts did not follow the toe of the dam, but climbed the back slope slightly. Stagnant surface water was present in these ruts above the toe of the dam. This might be indicative of higher than normal phreatic line within the downstream portion of dam, (the phreatic line is the upper limit of the zone of saturation within the dam), but since there was no water movement it would not be considered problematic or an immediate concern, at the existing water level. However the tendency of the dam to rut due to wet soils will complicate maintenance of the dam. Water movement, or flow at this location would have been considered as seepage. There was no seepage water flowing anywhere on the dam at the time of this inspection (again, at this water level of the lake.)

Just south of the outfall an excavated area was found (approx. 6 feet wide by 10 feet long and unknown depth). It is presumed that this excavation was used as a source of the borrow that had been placed over the last portion of the barrel at the point the barrel exits the dam. Since it is just below the toe of the dam, this area could possibly provide a location for significant seepage to occur. I recommend that this area be backfilled.

Evidence from a previous inspection

It was reported that a staff member from SRWMD inspected the area approximately 2.5 months previous to our inspection. He inspected the impoundment shortly after a rainfall event and documented (by video and photographs), what appears to be seepage at the toe of the dam. During that inspection there appeared to be what can be described as a “boil” (concentrated vertical flow of water), on the toe of the dam where it meets the roadside right of way ditch (see figure 1.). After inspection of the video of this boil it is apparent that this area did show significant clear water flow and the ochre or rust colored stain associated with seepage. It is estimated that the water level in the lake was 2 ft. higher at the time of the SRWMD inspection than at the time of NFWMDs inspection. The area that had previously experienced the boils was inspected by the District later and was found to have standing water, but no flow and significantly less rust colored staining.

Conclusion

In general, at the time and water level of the Districts inspection, the dam appeared to be in relatively poor condition, and was in need of maintenance. Both the front and back slopes have areas with trees and other woody vegetation that should be removed and the disturbed areas stabilized with grass. Areas of the dam (the front slope and back slope on the north end) need to be re-graded to a consistent, stable slope.(I recommend 3:1 or flatter) The entire dam should be established in an erosion resistant grass groundcover, and mowed regularly to prevent woody vegetation from becoming re-established and to allow for easy inspection.

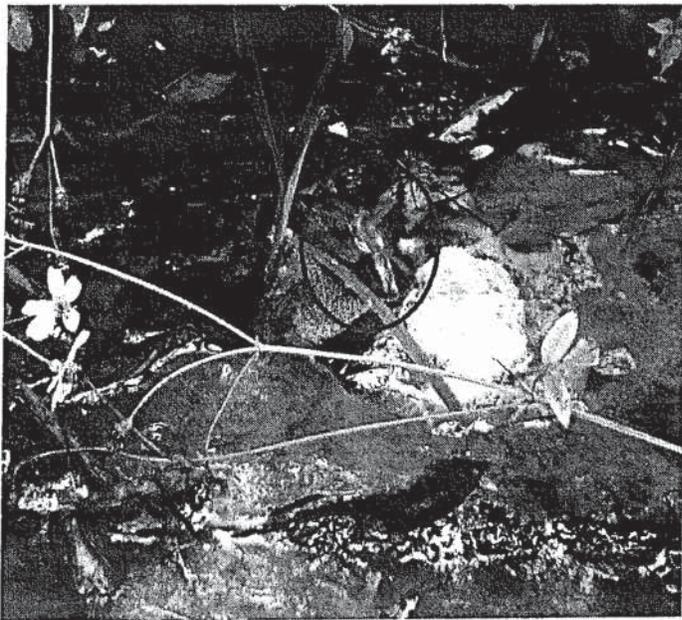
With the pond at the water surface elevation of the Districts inspection, this embankment dam and impoundment did not appear to pose an imminent threat of catastrophic failure even though it did seem to have a “wet toe” (wetness at the base of the dam), which could hamper proper operation and maintenance. Due to the lack of a permit for the reconstruction, and the assumed lack of construction supervision during the installation of the primary spillway and subsequent lack of engineer certification for completed project, I cannot speculate on the dam’s performance at higher water levels. All the evidence presented by staff at the SRWMD indicates there is a higher than normal chance or probability that the facility would be unsafe at higher water levels and since there is no serviceable drawdown system, an emergency condition on or with the impoundment and dam system, would be difficult to remediate in a timely manner. In its present state the facility could very likely continue to fill, probably even higher than when SRWMD inspected, eventually reaching normal pool. Due to the presence of the county road immediately downstream of the dam, and a park downstream from that, I strongly recommend preventing the impoundment from being allowed to fill to that level.

Before I could consider it safe to allow the impoundment to fill to normal pool, further analysis is needed to determine:

- The origin and significance of the boil(s).
- The cause of the “wet toe”.
- The condition of the barrel.
- The compaction and quality of materials used in the barrel installation.

Without the benefit of this additional and more detailed investigation, I would not consider it safe or prudent to allow the impoundment water level to rise to above the level it was at during our inspection. It would be relatively easy to prevent the water level from rising above the present, seemingly stable elevation. The owner/operator could shorten, notch or perforate the corrugated poly riser to maintain a safer (lower) normal pool water level. In addition, the trash rack would need to be altered (or lowered) to protect the notch or alteration from clogging due to the abundance of floating aquatic vegetation.

Figure 1. Still picture from Suwannee's video
Boil and rust colored staining (circled in red) that was present at SRWMD inspection.



APR 16 2013

Original to File _____
Copies to _____

Date: April 16, 2013

To: Suwannee River Water Management District,
its Chairman of Board of Directors, its executive
Director, its attorney and whomever calls a
special meeting of its board of directors
if the chair is not available.

From: Jeffrey L. Hill, Sr.

Request for Special Meeting of Directors

For the following reasons written, Jeffrey
L. Hill, Sr. hereby requests a special meeting
of the Suwannee River Water Management District
Board of Directors be held within seventeen
days of the above date to move on, discuss
and vote on a settlement proposal to settle
litigation between the District and Hill.

- 1) length of time of the controversy
- 2) judicial economy (save public funds)
- 3) Directors undivided attention is deserved
in this matter
- 4) It is in the best interests of both
parties to settle all controversy

Thank you for your attention:

Jeffrey L. Hill

Jeffrey L. Hill Sr.
908 SE Country Club Rd.
Lake City, FL 32025
Phone: 386-752-7730
cell: 386-7623-9000

hand delivered
to Ann Shortelle
on April 16, 2013

Date: April 16, 2013

To: Tom Reeves, Attorney for SRWMD
& Ann Shortelle, Executive Director of
Suwannee River Water Management District

From: Jeffrey L. Hill, sr.

List of PARTY(ES) who are requested to attend
meeting of District's Board of Directors
special meeting to address SRWMD v. Hill;

1) All Board Members

2) Any person who can factually speak
on the controversy now before the U.S.
District Court in Hill v. SRWMD.

Received
SRWMD

APR 16 2013

Original to File _____
Copies to _____

Thank You:

Jeffrey L. Hill, sr.

Jeffrey L. Hill, sr.
908 SE Country Club Rd.
Lake City, FL 32025
Phone: 386-952-7730

hand delivered to Ann Shortelle
on April 16, 2013

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APPELLATE LAWYER
#BOARD CERTIFIED
CITY, COUNTY AND
LOCAL GOVERNMENT
LAWYER
+ALSO ADMITTED IN
GEORGIA

Florida Registered Paralegals
ANNETTE M. SOWELL, CP
JOYCE A. BROWN

April 18, 2013

Mr. Jeffrey L. Hill
908 SE County Club Road
Lake City, Florida 32025

Re: Matters concerning property formerly owned by El Rancho No Tengo.

Dear Mr. Hill:

This letter is to confirm what we discussed in our April 17, 2013 telephone conversation. In this conversation we discussed the following:

1. Documents provided with my April 12, 2013 letter. You stated that you had received the letter and enclosed documents and had no questions for me except as set out herein.
2. Request for a special meeting. In your April 16, 2013 letter to the District, you have requested that the governing board hold a special meeting as soon as possible to consider your case and the matters we discussed. I informed you that your request had been forwarded to the chair and we will inform you of his decision as soon as possible.
3. List of persons you wish at the meeting. In the April 10, 2013, meeting between you, your son, myself, Mr. Williams, Ms. Shortelle and Mr. Sagul you had stated that you would like everyone who had any knowledge of the controversy between you and the District to be present when these matters are discussed before the Board. We agreed with this concept but stated that we would require a list of the names of such persons you wished to be present. In your April 16, 2013 letter to the District and in our April 17, 2013 phone conversation you declined to give such a list and rather simply stated that you wished to be present, "All Board Members" and "Any person who can factually speak on the controversy now before the U.S. District Court in Hill v. SRWMD."

Concerning the request for Board Members to be present, each Board Member governs his or her own attendance and we cannot direct whether any particular member will be present at any particular meeting. We will include your request in the Board Members packet.

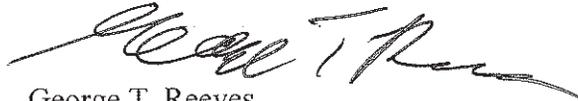
Concerning your other request, we will have present those persons we feel will be helpful to such discussion and do not guarantee that any particular person will be present. Of course, if you wish any particular person or persons to be present, you may send a list of the names of such persons to the District and we will make every effort to have them there.

4. Additional documents you wish to have considered by the Board. During our telephone conversation I informed you that it would be to your advantage to go ahead and provide whatever other documents you wish the Board to consider so we can include them in the Board materials and the Board members will have time to review them prior to the meeting. Please forward any such additional or replacement materials as soon as possible so they may be included in the Board materials. If the chair calls a special meeting we will have to send out the

documents we then have. If the chair declines to call a special meeting and the matter is considered at the May 17, 2013 meeting, we will need all such documents by no later than April 30, 2013.

Thank you for your time.

Sincerely,
Davis, Schnitker, Reeves & Browning, P.A.

A handwritten signature in black ink, appearing to read "George T. Reeves". The signature is fluid and cursive, with a long horizontal stroke at the end.

George T. Reeves
For the Firm

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Division Director, Water Supply

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

DATE: June 27, 2013

RE: North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update

June 17, 2013 Stakeholder Advisory Committee (SAC) Meeting:

At this meeting the SAC heard presentations on the following topics:

- Overview of the process for developing minimum flows and levels (MFLs).
- Briefing on the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels.
- Briefing on the Clay-Putnam MFLs Implementation Workgroup's recommendations.
- Water Budgeting: A Local Government Perspective (Alachua County), presented by Chris Bird, Alachua County EPD.
- Longitudinal Changes in the Chemistry and Ecological Resources of the Upper Suwannee River.
- Members' open discussion regarding water supply issues in North Florida.

Other information was presented and discussed at the meeting. This summary is intended as an update to the technical information presented to the SAC as it relates to the joint regional water supply planning process between the St. Johns River and Suwannee River Water Management Districts.

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

/ch

MEMORANDUM

TO: Governing Board
FROM: Ann B. Shortelle, Ph.D., Executive Director
DATE: June 27, 2013
RE: District's Weekly Activity Reports

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

ABS/rl
Attachments



Weekly Activity Report to Governing Board June 3-7, 2013

Executive/Management

- Steve Minnis, Jon Dinges, and Patrick Webster met with Adam Chalker on Monday at the District to discuss flooding concerns in Bradford County.

Resource Management

- Carlos Herd, Leroy Marshall, Tim Sagul, Patrick Webster and other Resource Management staff met with representatives from FDEP, FDOT, and FWC. This is a quarterly meeting where permitting consistency, coordination and training occur.
- Leroy Marshall and Dave Dickens participated in a FDOT Emergency Coordination Office webinar and conference call regarding ESF3 Emergency preparedness.
- Leroy Marshall and Dave Dickens participated in State Emergency Response Team webinars and conference calls on June 6 and June 7 in preparation for and response to Tropical Storm Andrea.
- Leroy Marshall participated in a teleconference with the Florida Floodplain Managers Association Board. This was their quarterly meeting.
- Leroy Marshall participated in a webinar and conference with FDEP and the other WMDs regarding SWERP.
- Pat Webster, Dale Jenkins and Tommy Kiger met with Dupont to discuss flooding concerns in Bradford County.

Ag Team/Suwannee River Partnership

- Kevin Wright and Hugh Thomas spoke and attended the IFAS in-service training on Water-Related Best Management Practices in Sarasota.

Water Resources

- Erich Marzolf, Darlene Saindon, Marc Minno, and Carlos Herd attended a webinar by the National Water Quality Monitoring Council. The webinar contained information on EPA's Water Contaminant Information Tool.
- Erich Marzolf met with UF/IFAS Aquaculture staff in Cedar Key to discuss oyster restoration projects.

Land Resources

- Bob Heeke conducted a follow-up inspection of the GRU wellfield conservation easement and inspected the Deep Creek Plantation conservation easement.
- Richard Rocco met with a potential buyer on the Blue Sink surplus parcel.

Administrative Services

- Sara Alford attended a webinar concerning the Government Finance Officers Association.

Communications

- Communications staff sent out press releases on the District's Land Management Review Team and hydrological affects from Tropical Storm Andrea.
- Communications and other staff provided information and updates on the effects of Tropical Storm Andrea on the website and Facebook.

Announcements for Week of June 11, 2013

- There will be a Governing Board Meeting and Workshop on June 11 at District Headquarters.
- The Santa Fe River and Springs Legislative Educational tour will be held June 13-14.



Weekly Activity Report to Governing Board June 10-14

Executive/Management

- Board Members Alexander, Brown, Johns, and Sanchez and staff members Ann Shortelle, Jon Dinges, Steve Minnis, Charlie Houder, Dave Dickens, Carlos Herd, Edwin McCook, Darlene Saindon, Tara Rodgers, Bebe Willis, Marc Minno, and Megan Wetherington participated in the Legislative Educational Tour to educate legislators and their staff, committee staff, DEP staff, and other interested parties about the condition of Santa Fe River and Springs.
- Steve Minnis gave a presentation on the history of the District to a group of high school students in the science, technology, engineering, and mathematics (STEM) program.

Water Supply

- Carlos Herd participated in a teleconference with SJRWMD to discuss the Lower Santa Fe MFLs.
- Louis Mantini and Tommy Kiger gave an MFLs presentation to a group of high school students in the STEM program.

Resource Management

- Ann Shortelle and Tim Sagul attended a CUPCon Core Team meeting with SJRWMD staff in Maitland to discuss the public comments received after the May Rule Development Workshops.
- Leroy Marshall and Alejandra Rodriguez gave an ERP permitting presentation to a group of high school students in the STEM program.

Ag Team/Suwannee River Partnership

- Tim Sagul, Kevin Wright, Brian Kauffman, Lindsey Marks, and Darshan Shah attended the ASABE (American Society of Agricultural and Biological Engineers) Conference in St. Augustine. Conference topic was "Agriculture's Role in Improving Water Quality". Tim Sagul, Kevin Wright, and Brian Kauffman all gave presentations at the event.
- At the ASABE Conference, Tim Sagul was awarded the Chair's Special Recognition Award; Darshan Shah was awarded the Outstanding Student Award; and Kevin Wright was elected Chair of the Florida Section for 2013-2014.
- Hugh Thomas and Kevin Wright attended the statewide UF/IFAS BMP implementation meeting in Sarasota.
- Hugh Thomas and Kevin Wright met with DEP and FDACS to discuss an outreach strategy for the Santa Fe Restoration Focus Area.
- Hugh Thomas, Kevin Wright, and Joel Love met with Dixie, Suwannee, and Jefferson Soil and Water Conservation Districts to provide information concerning various District, FDACS and DEP initiatives, including water supply and water quality issues.
- Hugh Thomas and Kevin Wright met with US Fish and Wildlife to discuss water quality and water quantity issues for the Suwannee Basin.

Water Resources

- Darshan Shah and Ryan Lawson installed 12 water use monitor units, for a total of 41 installations in the last 4 weeks. There will be a total of 144 installations.
- Glenn Horvath and Megan Wetherington participated in a conference call with the Florida Division of Emergency Management concerning potential funding for a watershed management program.
- Paul Buchanan and Bebe Willis gave a GPS presentation to a group of high school students in the STEM program.

Administrative Services

- Dave Dickens participated in a teleconference concerning the Statewide Hurricane Exercise Hotwash.
- Dave Dickens and other Administrative Services staff coordinated the events for the STEM program.

Communications

- Communications staff issued a press release about the Governing Board's resolution requesting DEP to adopt MFLs for the Lower Santa Fe and Ichetucknee rivers and priority springs.
- TV-20, Gainesville Sun, and Lake City Reporter provided news coverage of the Santa Fe River and Springs Legislative Educational Tour.

Announcements for Week of June 17

- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting is scheduled for June 17.



Weekly Activity Report to Governing Board June 17-21

Executive Office

- Ann Shortelle participated in a WMD panel at the Florida Cattlemen's Association Convention.
- Ann Shortelle attended The Ichetucknee Partnership meeting and discussed the upcoming MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs.
- Ann Shortelle and Erich Marzolf attended the Florida Lake Management Society meeting in Daytona and gave presentations on springs in a session organized by SRWMD.
- Steve Minnis participated in the Rural Economic Development Initiative (REDI) monthly meeting and conference call.
- Steve Minnis participated in a quarterly conference call with representatives from the Department of Economic Opportunity, DEP, and WMDs to discuss land use and water supply coordination.

Water Supply

- Carlos Herd participated in a teleconference concerning Regional Water Supply Planning with SJRWMD and DEP staff.
- Ann Shortelle, Carlos Herd, and Erich Marzolf attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting in Lake City. Erich and Carlos gave a presentation on MFL development and water quality of the Upper Suwannee River.

Resource Management

- Tim Sagul and Gloria Hancock provided a training session to the North Central Florida Water Well Association at Hart Springs.
- James Link participated in a FEMA Region IV Coastal Outreach Conference Call with representatives from various state agencies regarding the status of current FEMA projects in Florida.
- Tim Sagul participated in a CUPCon conference call with representatives from DEP and the other WMDs regarding public comments received on the proposed water use rule changes.

Ag Team/Suwannee River Partnership

- Dave Dickens, Kevin Wright, and Hugh Thomas attended a CARES planning meeting at Dwight Stansel's Farm and Nursery.

Water Resources

- Megan Wetherington participated in a conference call with FDEP's Salinity Network, a statewide effort to publish reports on the status of water levels and water quality.

- Megan Wetherington and Erich Marzolf met with Wendy Graham and Wes Henson of the UF Water Institute to discuss and study nitrogen dynamics in the Ichetucknee Springshed.
- Staff installed 11 water use monitors at two operations, for a total of 52 toward the District's obligation of 144 under a DACS grant.
- Staff installed monitoring equipment at three new wells on the District's Bay Creek tract. The wells were drilled by SJRWMD.
- Staff installed monitoring equipment on a well in Jasper. The City of Jasper granted the use of their former supply well, which SJRWMD retrofitted as a lower Floridan well. This is only the third lower Floridan monitor well in the District.
- Erich Marzolf and Megan Wetherington participated in a conference call with Alachua County about a potential project to report groundwater conditions in the local media.

Land Resources

- Charlie Houder and Bob Heeke attended the quarterly WMD and DEP interdistrict land management meeting in Maitland.

Administrative Services

- Dave Dickens, Leroy Marshall, Bebe Willis, Paul Buchanan, Glenn Horvath, and Megan Wetherington participated in a conference call with Florida Department of Emergency Management (FDEM) to discuss projects for potential funding through FDEM for post Tropical Storm Debby efforts.

Communications

- Communications staff distributed a press release about the District's Facebook page.
- Communication staff responded to media inquiries regarding MFLs, springs protection, and the Santa Fe River and Springs Legislative Educational Tour.

Announcements for Week of June 24

- A Surplus Lands Committee meeting will be held at the District on June 26 at 1:30 p.m.
- The Florida Association of Counties Annual Conference will be held in Tampa June 26-29.
- The CARES Dinner will be held on June 27 at 6 p.m.
- A Farm Bureau Agriculture Tour of farms in Columbia and Bradford counties will be held on June 28 at 8 a.m.