

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

**OPEN TO THE PUBLIC**

October 10, 2013  
9:00 A.M.

Cedar Key Library  
Cedar Key, Florida

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
  - Agenda Item 6 - Approval of Minutes, September 10, 2013, Governing Board Meeting and First Public Budget Hearing, and September 24, 2013, Governing Board Workshop and Final Public Budget Hearing
  - Agenda Item 10 - Approval of August 2013 Financial Report
  - Agenda Item 11 - Demolition of Mobile Home and Declaration of Surplus Equipment at Otter Springs
  - Agenda Item 12 - Change to Banking Relationship Agreements

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6. Approval of Minutes
  - September 10, 2013, Governing Board Meeting –
  - **Recommend Consent**
  - September 10, 2013, First Public Budget Hearing –
  - **Recommend Consent**
  - September 24, 2013, Governing Board Workshop –
  - **Recommend Consent**
  - September 24, 2013, Final Public Budget Hearing –
  - **Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
  - B. Cooperating Agencies and Organizations

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

LC Page 1

8. Update Regarding Legal Matters Relating to El Rancho No Tengo, Inc.

LC Page 31

9. Request for Direction on Resolution of Leave Overpayments to Previous Employees

**BUREAU OF ADMINISTRATIVE SERVICES**  
**Dave Dickens, Manager**

- AS Page 1      10. Approval of August 2013 Financial Report – **Recommend Consent**
- AS Page 4      11. Demolition of Mobile Home and Declaration of Surplus Equipment at Otter Springs – **Recommend Consent**
- AS Page 5      12. Change to Banking Relationship Agreements – **Recommend Consent**

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

- LR Page 1      13. Approval of Qualified Real Estate Appraisers and Review Appraiser List for FY 2013/2014
- LR Page 3      14. Approved Surveyor List for FY 2013/2014
- LR Page 5      15. Easement for Ingress and Egress, Adams Tract, Lafayette County
- LR Page11      16. Land Resources Activity Summary

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

- WS Page 1      17. Approval of 2014 Priority List for Establishment of Minimum Flows and Levels
- WS Page 5      18. North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District
- WS Page 10     19. Authorization to Increase Contract with Huss Drilling, Inc., for Test-Well Drilling Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project – **To be heard after Agenda Item 29**

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

- WR Page 1      20. Agricultural Water Use Monitoring Update

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

- RM Page 1      21. Authorization to Revoke Permit WUP00-0040M3 – Santa Fe Springs, LLC, Columbia County
- RM Page 13     22. Authorization to Initiate Enforcement Regarding Allen Dean, CE12-0021, Taylor County

- RM Page 14      23. Approval of Resolution No. 2013-18 for Fiscal Year 2013-2014, Legislative Appropriations Act, for Environmental Resource Permitting, Delineated Areas, and Wetlands Protection.
- RM Page 17      24. Ratification of the Board Chair's Agreement with the Federal Emergency Management Agency (FEMA) to Administer Risk MAP (Mapping, Assessment and Planning) for Fiscal Year 2013
- RM Page 18      25. Authorization to Extend Contract 09/10-097 with Jones Edmunds & Associates, Inc., for Gilchrist County Digital Flood Insurance Rate Maps (DFIRM) Updates.
- RM Page 19      26. Permitting Summary Report
- RM Page 22      27. Enforcement Status Report

**EXECUTIVE OFFICE**

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

- EO Page 1      28. Selection of Financial Auditor for Fiscal Year 2013-2014
- EO Page 2      29. Authorization for Matching Funds for Springs Restoration Projects for Fiscal Year 2013/2014 and Approval of the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project as an Environmental Restoration and Enhancement Project

**Agenda Item 19 to be heard**

- EO Page 4      30. Authorization to Enter into Interlocal Agreements with Lake City and Columbia County for the Ichetucknee Springshed Water Quality Improvement Project
- EO Page 5      31. Consideration of Resolution 2013-21 Requesting Partial Release of Funds from the Water Management Lands Trust Fund for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of October 1, 2013 through January 31, 2014
- EO Page 9      32. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 10     33. District's Weekly Activity Reports
- 34. Announcements

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

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

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

35. Adjournment

Any member of the public, who wishes to address the Board on any agenda item, or any other topic, must sign up (including the completion of the required speaker forms) with the Executive Director or her designee before the time designated for Public Comment. During Public Comment, the Chair shall recognize those persons signed up to speak on agenda items first. To the extent time permits, the Chair shall thereafter recognize those persons signed up to speak on non-agenda items. Unless, leave is given by the Chair, (1) all speakers will be limited to three minutes per topic, (2) any identifiable group of three persons or more shall be required to choose a representative, who shall be limited to five minutes per topic. When recognized by the Chair during Public Comment, a speaker may request to be allowed to make his or her comments at the time the Board considers a particular agenda item. The Chair may grant or deny such request in the Chair's sole discretion.

The Board may act upon (including reconsideration) any agenda item at any time during the meeting. The agenda may be changed only for good cause as determined by the Chair and stated in the record. If, after the regular time for Public Comment, the agenda is amended to add an item for consideration, the Chair shall allow public comment on the added agenda item prior to the Board taking action thereon.

All decisions of the Chair concerning parliamentary procedures, decorum, and rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.

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.

AGENDA

SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
GOVERNING BOARD WORKSHOP

OPEN TO THE PUBLIC

October 11, 2013 at 8:30 a.m.

Cedar Key Library  
Cedar Key, FL

1. Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels
  - Peer Review Update
  - Prevention and Recovery Strategies
  - Schedule
2. RESTORE ACT Update
3. Dispute Resolution

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.

3:00 p.m., Tuesday  
September 10, 2013

District Headquarters  
Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec/Treas.	X	
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chair	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

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Gov. Affairs / Communications 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 Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Robin Lamm, SRWMD  
Kevin Wright, SRWMD  
Rhonda Scott, SRWMD  
Warren Zwanka, SRWMD  
Richard Rocco, SRWMD  
Brian Brooker, SRWMD  
Bill Mckinstry, SRWMD  
Jon Wood, SRWMD

Minutes of Governing Board Meeting  
September 10, 2013  
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Clay Coarsey, SRWMD  
Megan Wetherington, SRWMD  
Sara Alford, SRWMD  
Joel Love, DACS  
Hugh Thomas, DACS  
Carolee Howe, Shenandoah Dairy  
Paul Still, BSWCD  
Jeff Hill, Lake City  
Barney & Renate Cannon, Chiefland  
Tim Perry, Buckeye  
Craig Varn, Manson Bolves  
Georgie Shamitz, Gilchrist County  
Dale Bryant, Resource Conservation Partners  
Matt Yates, Resource Conservation Partners  
Ray Hodge, Southeast Milk  
Chuck Farmer, Old Town  
Steven Carpenter, FFS  
Jason Raulerson, Gator Crop Consulting  
Douglas Manson, Manson Bolves

The meeting was called to order at 3:00 p.m.

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

Additions

- SUP 1 – Florida Department of Environmental Protection Springs Grant Inclusion of Funding in Tentative Fiscal Year 2013-2014 Budget

Agenda Item No. 4 – Approval of Agenda.

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

Agenda Item No. 5 – Consent Agenda.

- Agenda Item No. 7 – Approval of Minutes for August 13, 2013 Governing Board Meeting and Workshop
- Agenda Item No. 10 – Approval of July 2013 Financial Report
- Agenda Item No.11 – Renewal of Software License and Hardware Maintenance Contracts
- Agenda Item No. 12 - Procurement of Office Supplies from State Approved Vendors
- Agenda Item No. 27 – Reauthorization to Renew Contract with the United States Geological Survey for Isotopic Sampling of Spring Water and Groundwater near White Sulphur Springs, SRWMD Contract 11/12-122 and Joint Funding Agreement 12GGESMC000057

- Agenda Item No. 34 – Approval of Water Use Permit Application Number 2-01-00034.002, Hale and June Register Place, Alachua County
- Agenda Item No. 35 – Approval of Water Use Permit Application Number 2-12-00047.002, Glenda Kelley Farms, Alachua County
- Approval Item No. 45 – Authorization for Staff Legal Service Contracts for Fiscal Year 2013/2014

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

MRS. JOHNS 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, QUINCEY.)

Agenda Item No.7– August 13, 2013 Governing Board Meeting and workshop Minutes – Approved on Consent.

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

- Megan Wetherington gave a presentation of hydrologic conditions of the District and updated the board on the agricultural water use monitoring units project.
- Cooperating Agencies and Organizations
- Public Comments: (Notations provided as Written on Sign In Sheet)  
The following citizens addressed the Governing Board
  1. Tim Perry – Update on CUP consistency rulemaking.
  2. Carolee Howe – Agriculture is a beneficial user of water.
  3. Paul Still – Commented on Agenda Item No. 25 MFL contracts and Agenda Item No. 26 Partnership with SJRWMD facilitation.
  4. Craig Varn – Commented on Agenda Item No. 38
  5. Jeff Hill – Status of differences.

Agenda Item No. 9 – Legal Matters. Mr. Reeves gave an update regarding Legal Matters relating to El Rancho No Tengo, Inc.

General Counsel reviewed the proposed settlement agreement with Mr. Hill. Discussion was held.

MR. JONES MADE A MOTION TO ACCEPT THE PROPOSED SETTLEMENT AGREEMENT; THE MOTION WAS SECONDED BY DR. COLE.

Discussion occurred.

MR. CURTIS MADE A MOTION TO AMEND THE PRIOR MOTION TO APPROVE THE SETTLEMENT AGREEMENT WITH THE FOLLOWING CHANGES:

1. WAIVE THE PERMIT FEE.
2. PAY \$7,500 IN ADDITIONAL SETTLEMENT PROCEEDS.

3. SET A DEADLINE FOR ACCEPTANCE OF THE AGREEMENT BY THE CLOSE OF BUSINESS ON OCTOBER 4, 2013.  
THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED AS AMENDED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY.)

#### **BUREAU OF ADMINISTRATIVE SERVICES**

Agenda Item No. 10 – Approval of July 2013 Financial Report. Approved on Consent.

Agenda Item No. 11 – Renewal of Software License and Hardware Maintenance Contracts.  
Approved on Consent.

Agenda Item No. 12 –Procurement of Office Supplies from State Approved Vendors. Approved on Consent.

Agenda Item No. 13 –Surplus Property Disposal. Mr. Dickens, Bureau Director, presented the staff recommendation to the Governing Board to declare surplus property and authorize its disposal as provided in the Board materials.

MR. COLE MADE A MOTION AUTHORIZE THE DISPOSAL OF SURPLUS PROPERTY. 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, QUINCEY).

#### **DIVISION OF LAND RESOURCES**

Agenda Item No. 14 –, Consideration of Resolution No. 2013-15 Authorizing Sale of the 43-acre Steinhatchee Rise Surplus Parcel in Dixie County. Mr. Houder, Director, Division of Land Resources, presented staff recommendation to the Governing Board to authorize the Executive Director to approve and execute Resolution No. 2013-15 authorizing the sale of the 43-acre Steinhatchee Rise surplus parcel in Dixie County as provided in the Board materials.

Mr. Jones publically announced a possible conflict of interest and abstained from voting on Agenda Item 14 –Consideration of Resolution No. 2013-15 Authorizing Sale of the 43-acre Steinhatchee Rise Surplus Parcel in Dixie County. Mr. Jones completed and signed a conflict of interest form and this form is hereby made a part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MRS. SANCHEZ MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AND EXECUTE RESOLUTION NO. 2013-15 AUTHORIZING THE SALE OF THE 43-ACRE STEINHATCHEE RISE SURPLUS PARCEL IN DIXIE COUNTY. THE MOTION WAS SECONDED BY MR. ALEXANDER WITH MR. JONES ABSTAINING. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY).

Agenda Item No. 15 - Consideration of Resolution No. 2013-16 Authorizing Sale of the 79-acre Blue Sink Parcel in Suwannee County. Mr. Houser presented staff recommendation to the Governing Board to authorize the Executive Director to approve and execute Resolution No. 2013-16 authorizing the sale of the 79-acre Blue Sink parcel in Suwannee County as provided in the Board materials.

MRS. JOHNS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AND EXECUTE RESOLUTION NO. 2013-16 AUTHORIZING THE SALE OF THE 79-ACRE BLUE SINK PARCEL IN SUWANNEE COUNTY. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No.16 – Consideration of Resolution No. 2013-167 Authorizing Conveyance of 0.40 acres to Hamilton County for Hunter Creek Bridge Widening Project. Mr. Houser presented staff recommendation to the Governing Board to authorize the Executive Director to approve and execute Resolution No. 2013-16 conveying 0.40 acres to Hamilton County for Hunter Creek Bridge widening project as provided in the Board materials.

MR. CURTIS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AND EXECUTE RESOLUTION NO. 2013-17 AUTHORIZING THE CONVEYANCE OF 0.40 ACRES TO HAMILTON COUNTY. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No.17 – Exchange of Property Interest with Doug Anderson. Mr. Houser presented staff recommendation to the Governing Board to authorize staff to commence detailed assessment and negotiations for an exchange of property interests with Doug Anderson as provided in Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE STAFF TO CONDUCT A DETAILED ASSESSMENT AND NEGOTIATIONS FOR AN EXCHANGE OF PROPERTY INTERESTS WITH DOUG ANDERSON. 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, QUINCEY).

Agenda Item No.18 – Florida Forest Service Twin Rivers State Forest Budget. Mr. Houser presented staff recommendation to the Governing Board to approve the Twin Rivers State Forest Budget submitted by the Florida Forest Service for Fiscal Year 2014 for an amount not to exceed \$148,435 as provided in Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE TWIN RIVERS STATE FOREST BUDGET AS SUBMITTED BY THE FLORIDA FOREST SERVICES FOR FISCAL YEAR 2014 FOR AN AMOUNT NOT TO EXCEED \$148,435. 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, QUINCEY).

Agenda Item No. 19 - Florida Forest Service Cooperative Management Agreement. Mr. Houser presented staff recommendation to the Governing Board to approve the Florida Forest Service Cooperative Management Agreement as provided in Board materials.

MRS. SANCHEZ MADE A MOTION TO APPROVE THE FLORIDA FOREST SERVICES COOPERATIVE MANAGEMENT AGREEMENT. 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, QUINCEY).

Agenda Item No. 20 – Cooperative Management Agreement for Andrews Tract with Florida Fish and Wildlife Conservation Commission. Mr. Houser presented staff recommendation to the Governing Board to approve the cooperative management agreement for Andrews Tract with Florida Fish and Wildlife Conservation Commission as presented in Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE COOPERATIVE MANAGEMENT AGREEMENT FOR ANDREWS TRACT WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION. 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, QUINCEY).

Agenda Item No. 21 – Lease Amendment for Access Road and Utility Easement to the City of Lake City. Mr. Houser presented staff recommendation to the Governing Board to approve a lease amendment for access road and utility easement to the City of Lake City as provided in Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE LEASE AMENDMENT FOR ACCESS ROAD AND UTILITY EASEMENT FOR THE CITY OF LAKE CITY. MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDAR, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No. 22 - Right of First Refusal, Ace Ranch Conservation Easement, Lafayette County. Mr. Houser presented staff recommendation to the Governing Board waive the District's right of first refusal to purchase the fee interest in the Ace Ranch Conservation Easement in Lafayette County as provided in Board materials.

MR. CURTIS MADE A MOTION TO WAIVE THE DISTRICT'S RIGHT OF FIRST REFUSAL TO PURCHASE THE FEE INTEREST ON THE ACE RANCH CONSERVATION EASEMENT IN LAFAYETTE COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No. 23 – Fiscal Year 2012 Land Management Review Team Report. The fiscal year 2012 Land Management Review Team report was provided as an informational item in the Board materials.

Agenda Item No. 24 – 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. 25 – Authorization to Continue Master Contracts with Selected Minimum Flows and Levels Consultants Mr. Clay Coarsey, Professional Engineer, Water Supply, presented staff recommendation to the Governing Board to authorize the Executive Director to continue six master contracts with selected minimum flows and levels Consultants for a total amount in aggregate, not to exceed \$1.09 million for fiscal year 2013/2014 to provide technical assistance in the development of MFLs on an as-needed, when-needed basis as provided in the Board materials.

Mr. Paul Still addressed Board.

MR. CURTIS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO CONTINUE SIX MASTER CONTRACTS WITH SELECTED MINIMUM FLOWS AND LEVELS CONSULTANTS FOR A TOTAL AMOUNT IN AGGREGATE, NOT TO EXCEED \$1.09 MILLION FOR FISCAL YEAR 2013/2014 TO PROVIDE TECHNICAL ASSISTANCE IN THE DEVELOPMENT OF MFLS ON AN AS-NEEDED, WHEN-NEEDED BASIS. 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, QUINCEY).

Agenda Item No. 26 – North Florida Regional Water Supply Partnership Facilitation Cost-share Agreement with St. Johns River Water Management District. Mr. Coarsey presented staff recommendation to the Governing Board to authorize the Executive Director to execute a cost-share agreement with the St. Johns River Water Management District for the North Florida Regional Water Supply Partnership Facilitation services for an amount not to exceed \$68,456 for fiscal year 2013/2014 as provided in Board materials.

Public Comment occurred.

MR. CURTIS MADE A MOTION WAS MADE TO TABLE AGENDA ITEM NO. 26, TO ALLOW STAFF TO GET MORE INFORMATION FOR THE GOVERNING BOARD AND BRING THE RECOMMENDATION BACK TO THE GOVERNING BOARD AT THE NEXT REGULARLY SCHEDULED MEETING. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION TO TABLE CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, CURTIS, COLE, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item 27 - Reauthorization to Renew Contract with the United States Geological Survey for Isotopic Sampling of Spring Water and Groundwater near White Sulphur Springs, SRWMD Contract 11/12-122 and Joint Funding Agreement 12GGESMC000057. Approved on Consent

## **DIVISION OF WATER RESOURCES**

**Chair Quincey requested, in the interest of time, that Agenda Items 28, 29, 30, and 31 be presented and approved together.**

Agenda Item No. 28- Reauthorization to Amend Contract with Nestle Waters North America, Contract No. 05/16-102. Agenda Item No. 29 – Authorization to Enter into a Contract with Vieux & Associates, Inc., to Purchase Gage-Adjusted Radar-Rainfall Data. Agenda Item No. 30 – Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Streamgaging Services. Agenda Item No. 31 Reauthorization to Enter into a Contract with the United States Geological Survey (USGS), Georgia District, for Streamgaging Services. Megan Wetherington presented staff recommendation to the Governing Board authorizing the Executive Director to extend the current revenue contract with Nestle Waters North America for an additional year of service from October 1, 2013, until September 30, 2014, with payment to the District of \$70,000; extend the existing contract with Vieux & Associates, Inc., to purchase gage-adjusted radar rainfall data for fiscal year 2013/2014 for an amount not to exceed \$28,800; enter into a contract with United States Geological Survey (USGS), Tallahassee District, for streamgaging services of which \$359,700 will be provided by or through the District and to enter into a contract with United States Geological Survey (USGS), Georgia District, for streamgaging services of which \$18,885 will be provided by or through the District as provided in Board materials.

MR. CURTIS MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO AMEND THE CURRENT REVENUE CONTRACT NO. 05/16-102 WITH NESTLE WATERS NORTH AMERICA FOR AN ADDITIONAL YEAR OF SERVICE FROM OCTEMBER 1, 2013, UNTIL SEPTEMBER 30, 2014, WITH PAYMENT TO THE DISTRICT OF \$70,000; TO EXTEND THE EXISTING CONTRACT WITH VIEUX & ASSOCIATES, INC. AND PURCHASE GAGE-ADJUSTED RADAR RAINFALL DATA FOR FISCAL YEAR 2013/2014 FOR AN AMOUNT NOT TO EXCEED \$28,800; TO ENTER INTO A CONTRACT WITH UNITED STATES GEOLOGICAL SURVEY (USGS), TALLAHASSEE DISTRICT, FOR STRAMGAGING SERVICES OF WHICH \$359,700 WILL BE PROVIDED BY OR THROUGH THE DISTRICT; AND TO ENTER INTO A CONTRACT WITH UNITED STATES GEOLOGICAL SURVEY (USGS), GEORGIA DISTRICT, FOR STRAMGAGING SERVICES WHICH \$18,885 WILL BE PROVIDED BY OR THROUGH THE DISTRICT. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No. 32 – Agricultural Water Use Monitoring Update. Agricultural Water Use Monitoring update was provided as an informational item in the Board materials.

## **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 33 –Denial of Environmental Resource Permit Application ERP07-0428M, Hamilton County Economic Development, Hamilton County. Tim Sagul, P.E., Division Director, Resource Management, presented staff recommendation to the Governing Board to authorize the Executive Director to deny Environmental Resource Permit application number 07-0428M to Hamilton County for Hamilton County Economic Development as presented in Board materials.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO DENY ENVIRONMENTAL RESOURCE PERMIT NUMBER 07-0428M TO HAMILTON COUNTY ECONOMIC DEVELOPMENT. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBER VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, SANCHEZ, QUINCEY).

Agenda Item No. 34 – Approval of Water Use Permit Application Number 2-01-00034.002, Hale and June Register Place, Alachua County. Approved on Consent.

Agenda Item No. 35 – Approval of Water Use Permit Application Number 2- 12-00047.002. Glenda Kelly Farms, Alachua County. Approved on Consent.

Agenda Item No. 36 – Approval of Water Use Permit Application Number 2- 84-00587.004, Herman Sanchez, Sr. Farm, Dixie County. Warren Zwanka, Senior Hydrologist, presented staff recommendation to the Board to approve water use permit 2-84-00587.004 with eighteen standard conditions and two special limiting conditions as presented in Board materials.

Mrs. Sanchez publically announced a possible conflict of interest and abstained from voting on Agenda Item 36 – Approval of Water Use Permit Application Number 2-84-00587.004, Herman Sanchez, Sr. Farm, Dixie County. Mrs. Sanchez completed and signed a conflict of interest form and this form is hereby made a part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. CURTIS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-84-00587.004 WITH EIGHTEEN STANDARD CONDITIONS AND TWO SPECIAL LIMITING CONDITIONS; THE MOTION WAS SECONDED BY MR. ALEXANDER WITH MRS. SANCHEZ ABSTAINING. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, QUINCEY.)

Agenda Item No. 37 – Approval of Water Use Permit Application Number 2- 96-00002.006, Sanchez Farms, Dixie County. Mr. Zwanka presented staff recommendation to the Board to approve water use permit 2-96-00002.006 with eighteen standard conditions and three special limiting conditions as presented in Board materials.

Mrs. Sanchez publically announced a possible conflict of interest and abstained from voting on Agenda Item 37 – Approval of Water Use Permit Application Number 2-96-00002.006, Sanchez Farms, Dixie County. Mrs. Sanchez completed and signed a conflict of interest form and this form is hereby made a part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. CURTIS MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-96-00002.006 WITH EIGHTEEN STANDARD CONDITIONS AND THREE SPECIAL LIMITING CONDITIONS; THE MOTION WAS SECONDED BY MRS. JOHNS WITH MRS. SANCHEZ ABSTAINING. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, JONES, QUINCEY.)

Chair Quincey requested that the supplemental item scheduled to be presented by the Executive Office be brought before the board for consideration at this time as it is directly related to the 1<sup>st</sup> public hearing that is scheduled time specific at 5:30 p.m.

Supplemental Item - Florida Department of Environmental Protection Springs Grant Inclusion of Funding in Tentative Fiscal Year 2013-2014 Budget. Dr. Ann Shortelle, Executive Director, presented a recommendation to the Governing Board to accept \$5,448,000 from the Department of Environmental Protection for the Ichetucknee Water Quality Improvement Project and the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project and therefore increase the Tentative Fiscal Year 2013-2014 Budget to \$29,238,518 as provided in Board materials.

MRS. JOHNS MADE A MOTION TO ACCEPT \$5,448,000 FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION SPRINGS GRANT INCLUSION OF FUNDING IN TENTATIVE FISCAL YEAR 2013-2014 BUDGET AND THEREFORE INCREASE THE TENTATIVE FISCAL YEAR 2013/2014 BUDGET TO \$29,238,518. 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, QUINCEY).

At 5:27 p.m. Chair Quincey temporarily adjourned the meeting in order to hold the time specific 1<sup>st</sup> public hearing on the 2013/14 Budget.

Mr. Jones excused himself from the remainder of the meetings in order to attend a previously scheduled prior commitment.

Governing Board meeting reconvened at 5:47 p.m.

Agenda Item No. 38 – Approval of Water Use Permit Application Number 2- 98-00025.006, Nestle Waters North America, Inc., Madison County. Mr. Zwanka presented staff recommendation to the Board to approve water use permit 2-98-00025.006 with three standard conditions and thirty-three special limiting conditions as presented in Board materials.

Attorney Douglas Manson, representing Nestle Waters North America, Inc., addressed the Board questions about the limit of time it takes for repairs of pipeline and transfer of water to other Nestle plants.

Public comment was presented by Renatta Cannon.

Chair Quincey passed the gavel to the Vice-Chair Alexander who assumed the position of Chair.

MR. QUINCEY MADE A MOTION TO APPROVE WATER USE PERMIT APPLICATION NUMBER 2-98-00025.006 WITH THE FOLLOWING AMENDMENTS TO THE CONDITIONS OF THE PERMIT:

1. APPLICANT WOULD ONLY BE GIVEN 20 DAYS PER CALENDAR YEAR TO TRANSPORT WATER OFF-SITE FOR MAINTENANCE OF OTHER FACILITIES.
2. APPLICANT COULD, IN TIME OF EMERGENCY, REQUEST AUTHORIZATION TO TRANSPORT WATER TO OTHER FACILITIES AND THE EXECUTIVE DIRECTOR AND GOVERNING BOARD WOULD CONSIDER AND GRANT SUCH AUTHORIZATION SIMILARLY AS TO HOW A TEMPORARY WATER USE PERMIT IS GRANTED UNDER CHAPTER 373, F.S.

THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, CURTIS, JOHNS, SANCHEZ, QUINCEY AND DR. COLE VOTED AGAINST.)

Chairman Quincey resumed position of Chair.

Agenda Item No. 39 – Approval to Enter Into Contracts for the 4<sup>th</sup> Round of Florida Department of Environmental Protection (FDEP) Santa Fe River Basin Management Action Plan (BMAP) Agricultural Cost-Share Program. Kevin Wright, Professional Engineer, presented the staff recommendation to the Governing Board to authorize the Executive Director to enter into contracts for the 4<sup>th</sup> round of FDEP Santa Fe River BMAP Agricultural Cost-Share Program as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR THE 4<sup>TH</sup> ROUND OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SANTA FE RIVER BASIN MANAGEMENT PLAN AGRICULTURAL COST-SHARE PROGRAM. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY).

Agenda Item No. 40 – Approval to enter into contracts for the 4<sup>th</sup> Round Fiscal Year 2012/2013 District Agricultural Cost-Share Program. Mr. Sagul presented staff recommendation to the Governing Board to authorize the Executive Director to enter into contracts for the 4<sup>th</sup> round of Fiscal Year 2012/2013 District Agricultural Cost-Share Program as provided as provided in Board materials.

Mrs. Sanchez publically announced a possible conflict of interest and abstained from voting on Agenda Item 40 – Approval to enter into contracts for the 4<sup>th</sup> Round Fiscal Year 2012/2013 District Agricultural Cost-Share Program. Mrs. Sanchez completed and signed a conflict of interest form and this form is hereby made a part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACTS FOR THE 4<sup>TH</sup> ROUND OF FISCAL YEAR 2012/2013 DISTRICT AGRICULTURAL COST-SHARE PROGRAM. THE MOTION WAS SECONDED BY MRS. JOHNS WITH MRS. SANCHEZ ABSTAINING. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, QUINCEY).

Agenda Item No. 41 – Exemption from the 2013 Enhanced Biennial Review and Compliance Economic Review of Title 40B Rules Pursuant to 120.745(9), Florida Statutes (F.S.). Mr. Sagul presented staff recommendation that the Governing Board certify to the Joint Administrative Procedures Committee that District has chosen the exemption from enhanced biennial review and compliance economic review of rules pursuant to 120.745(9), F.S. as provided in the Board materials.

MR. CURTIS MADE A MOTION TO CERTIFY TO THE JOINT ADMINISTRATIVE PROCEDURES COMMITTEE THAT THE DISTRICT HAS CHOSEN THE EXEMPTION FROM ENHANCED BIENNIAL REVIEW AND COMPLIANCE ECONOMIC REVIEW OF TITLE 40B RULES PURSUANT TO 120.745(9), F.S. MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY).

Agenda Item No. 42 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item as provided in the Board materials.

Agenda Item No. 43 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item as provided in Board materials.

#### **EXECUTIVE OFFICE**

Agenda Item No. 44 – Approval of Updated District Contractual Services Policy. Mr. Jon Dinges, Assistant Executive Director, presented a recommendation to the Governing Board to approve the updated District Contractual Services policy as provided in Board materials.

DR. COLE MADE A MOTION AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE UPDATED DISTRICT CONTRACTUAL SERVICES POLICY. MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY).

Agenda Item No. 45 Authorization for Staff Legal Service Contract for Fiscal Year 2013/2014.  
Approved on Consent.

Supplemental Item - Florida Department of Environmental Protection Springs Grant Inclusion of Funding in Tentative Fiscal Year 2013-2014 Budget. Presented before the time specific budget hearing held at 5:30 p.m.

Agenda Item No. 46 – 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.

Minutes of Governing Board Meeting  
September 10, 2013  
Page 13

Agenda Item No. 47- District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

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Chair

ATTEST:

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
 MINUTES OF  
1ST PUBLIC HEARING ON THE  
FISCAL YEAR 2013-2014 BUDGET

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.

5:30 p.m., Tuesday  
 September 10, 2013

District Headquarters  
 Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec./Treas.	X	
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chair	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  
 Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs 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 Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Richard Rocco, SRWMD  
 Jon Wood, SRWMD  
 Clay Coarsey, SRWMD  
 Brian Brooker, SRWMD  
 Bill McKinstry, SRWMD  
 Robin Lamm, SRWMD  
 Kevin Wright, SRWMD  
 Rhonda Scott, SRWMD  
 Warren Zwanka, SRWMD  
 Sara Alford, SRWMD

Carolee Howe, Shenandoah Dairy  
Paul Still, BSWCD  
Jeff Hill, Lake City  
Barney & Renate Cannon, Chiefland  
Tim Perry, Buckeye  
Craig Varn, Manson Bolves  
Georgie Shamitz, Gilchrist County  
Dale Bryant, Resource Conservation Partners  
Matt Yates, Resource Conservation Partners  
Ray Hodge, Southeast Milk  
Chuck Farmer, Old Town  
Steven Carpenter, FFS  
Jason Raulerson, Gator Crop Consulting

The meeting was called to order at 5:30 p.m.

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a proposed millage rate and tentative budget. Dr. Shortelle discussed the purpose of the public hearing.

Agenda Item 3 - Presentation of Tentative Fiscal Year 2013-2014 Budget. Dr. Shortelle gave a presentation on the Tentative FY 2013-2014 Budget.

Agenda Item 4 - Board discussion of the proposed millage rate for Fiscal Year 2013-2014 of 0.4143, a 1.0 percent decrease from the rolled-back millage rate of 0.4186, and a Tentative Fiscal Year 2013-2014 Budget of \$29,238,518. There was no discussion.

Agenda Item 5 - Comments and questions from the general public.  
Paul Still, BSWCD, addressed the board.  
Renatta Cannon, Chiefland, addressed the board.

Agenda Item 6 - Adoption of proposed millage rate of 0.4143.

DR. COLE MADE A MOTION TO ADOPT THE PROPOSED MILLAGE RATE OF 0.4143 FOR FISCAL YEAR 2013-2014. MR. CURTIS SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY.)

Agenda Item 7 - Adoption of Tentative Budget of \$29,238,518 for Fiscal Year 2013-2014.

MR. CURTIS MADE A MOTION TO ADOPT THE TENTATIVE BUDGET OF \$29,238,518 FOR FISCAL YEAR 2013-2014. DR. COLE SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, QUINCEY.)

Agenda Item 8 - Announcements. Dr. Shortelle made the announcement that on September 24, 2013, at 5:30 p.m. the Final Public Hearing on FY 2013-2014 Budget will be held at the District Headquarters.

The meeting adjourned at 5:46 p.m.

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Chairman

ATTEST:

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
MINUTES OF WORKSHOP

Note: A digital recording system has been used to record these proceedings and is on file in the 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 files of the District.

3:00 p.m., Tuesday  
September 24, 2013

District Headquarters  
Live Oak, Florida

Governing Board in attendance:

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

Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Gov. Affairs and Communications 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 Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Warren Zwanka, SRWMD  
 Kevin Wright, SRWMD  
 Jon Wood, SRWMD  
 Pat Webster, SRWMD  
 Scott Gregor, SRWMD  
 Hugh Thomas, SRWMD  
 Glenn Horvath, SRWMD  
 Dale Jenkins, SRWMD  
 Paul Still, BSWCD, Starke  
 Matt Yates, Mobile Irrigation Lab, Lee  
 D. Dale Bryant, Mobile Irrigation Lab, Steinhatchee  
 Steve Gladin, Trenton  
 Carolee Howe, Shenandoah Dairy, Live Oak

Agricultural Cost-Share Program

Kevin Wright, PE, gave a review of the FY 2013 Agricultural Cost-Share programs (District-wide and DEP/BMAP). The presentation moved into where the programs should go into the future. Several options were presented and discussed.

Regional Initiative Valuing Environmental Resource (RIVER) Cost Share Program 2014

Patrick Webster provided an update on the status of the 14 approved projects from this year's Regional Initiative Valuing Environmental Resource (RIVER) cost share program. Then provided an overview of proposed improvements for the 2014 program which included changes to the application and the ranking procedure. In addition, based on governing board discussion, meter replacements will not be funded in next year's program and the funding of the purchase of unimproved land for storm water improvements will be reviewed on a case by case basis as part of the program ranking procedure.

Lower Santa Fe and Ichetucknee River and Priority Springs Recovery Strategies – Potential Regulatory Components - Item deleted.

Mr. Ray Curtis excused himself at 4:04 p.m. from the meeting to attend a prior commitment.

Updated IFAS Modeling Implementation for Agricultural Water Use Permits

Warren Zwanka, Senior Hydrologist, presented on the use of the AFSIRS and GWRAPPS supplemental irrigation models for determining the permitted allocations for agricultural, golf turf, and landscape irrigation water uses.

The meeting adjourned at 4:53 p.m.

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Chairman

ATTEST:

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
 MINUTES OF  
FINAL PUBLIC HEARING ON THE  
FISCAL YEAR 2013-2014 BUDGET

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.

5:30 p.m., Tuesday  
 September 24, 2013

District Headquarters  
 Live Oak, Florida

Governing Board:

<b>Seat</b>	<b>Name</b>	<b>Office</b>	<b>Present</b>	<b>Not Present</b>
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Sec./Treasurer	X	X
Lower Suwannee Basin	Don Quincey, Jr.	Chair	X	
Santa Fe & Wacc. Basins	Kevin W. Brown		X	
Upper Suwannee Basin	Alphonas Alexander	Vice Chair		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  
 Staff:

<b>Position</b>	<b>Name</b>	<b>Present</b>	<b>Not Present</b>
Executive Director	Ann Shortelle	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs 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 Management Division Director	Tim Sagul	X	
GB & HR Coordinator	Lisa Cheshire	X	

Guests:

Jon Wood, SRWMD  
 Warren Zwanka, SRWMD  
 Sara Alford, SRWMD  
 Carolee Howe, Shenandoah Dairy  
 Paul Still, BSWCD  
 Craig Varn, Manson Bolves  
 Jeff Hill

The meeting was called to order at 5:30 p.m.

Agenda Item 2 - Explanation of purpose of public hearing which is to adopt a proposed millage rate and tentative budget. Dr. Ann B. Shortelle, Executive Director, discussed the purpose of the public hearing.

Agenda Item 3 - Presentation of Final Fiscal Year 2013-2014 Budget. Dr. Shortelle gave a presentation on the Final FY 2013-2014 Budget.

Agenda Item 4 - Comments and questions from the general public.  
Paul Still, BSWCD, addressed the board.

Agenda Item 5 – Approval of Resolution No. 2013-19 and Adoption of final millage rate of 0.4143.

MS. JOHNS MADE A MOTION TO APPROVE RESOLUTION NO. 2013-19 AND ADOPT THE MILLAGE RATE OF 0.4143 FOR FISCAL YEAR 2013-2014. MS. SANCHEZ SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, JOHNS, WILLIAMS, SANCHEZ, QUINCEY.)

Agenda Item 6 - Approval of Resolution No. 2013-20 and Adoption of Final Budget of \$29,238,518 for Fiscal Year 2013-2014.

MR. WILLIAMS MADE A MOTION TO APPROVE RESOLUTION NO. 2013-20 AND ADOPT THE FINAL BUDGET OF \$29,238,518 FOR FISCAL YEAR 2013-2014. DR. COLE SECONDED. UPON UNANIMOUS VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, JOHNS, WILLIAMS, SANCHEZ, QUINCEY.)

Agenda Item 7 - Announcements. Dr. Shortelle made the announcement that on October 10, 2013, Governing Board meeting will be held at the Cedar Key Library at 9:00 a.m.

The meeting adjourned at 5:40 p.m.

\_\_\_\_\_  
Chairman

ATTEST:

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

W. T. DAVIS (1901-1988)  
CLAY A. SCHNITKER  
GEORGE T. REEVES\*#+

Of Counsel  
EDWIN B. BROWNING, JR.  
FREDERICK T. REEVES

Florida Registered Paralegals  
ANNETTE M. SOWELL, CP  
JOYCE A. BROWN

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PHYSICAL ADDRESS  
519 WEST BASE STREET  
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TELECOPIER  
(850) 973-8564

\*BOARD CERTIFIED  
APPELLATE LAWYER  
#BOARD CERTIFIED  
CITY, COUNTY AND  
LOCAL GOVERNMENT  
LAWYER  
+ALSO ADMITTED IN  
GEORGIA

September 17, 2013

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

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Re: Proposed Settlement Agreement Discussed at the September 10, 2013 meeting of  
the Governing Board of the Suwannee River Water Management District

Dear Mr. Hill:

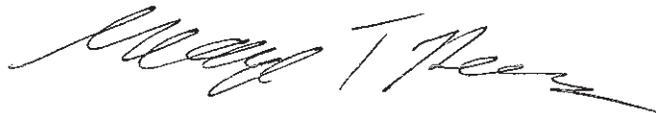
You will please find enclosed a copy of the final version of the proposed Settlement Agreement which was voted upon at the September 10, 2013 meeting of the Governing Board of the Suwannee River Water Management District.

As was discussed at the above meeting, the Governing Board has already approved the Settlement Agreement. If you wish to accept the settlement as set out in the Settlement Agreement you (and your other related parties) must execute and deliver the Settlement Agreement to the District offices by the close of business on October 4, 2013. If you wish, you may call and arrange a time to come to the District offices to execute the Settlement Agreement before the notaries and witnesses there.

Of course, you may make a counter offer if you would like.

Thank you for consideration and if you have any questions please contact me.

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



George T. Reeves  
For the Firm

## GLOBAL SETTLEMENT AGREEMENT

THIS GLOBAL SETTLEMENT AGREEMENT, is made and entered into as of its EFFECTIVE DATE, by and between JEFFREY LANCE HILL SR., a natural person, (hereinafter "MR. HILL"), LINDA P. HILL, a natural person, (hereinafter "MS. HILL"), EL RANCHO NO TENGO, a Florida corporation, (hereinafter the "HILL CORPORATION") (all of the forgoing may be referred to as the "HILLS") and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a statutory special district created pursuant to Ch. 373, Fla.Stat. (hereinafter the "DISTRICT") (all of the foregoing may be referred to herein as the "PARTIES"):

### WITNESSETH:

WHEREAS, the HILLS and the DISTRICT presently have disputes among them, including several pending legal proceedings; and

WHEREAS, the PARTIES have reached an agreement among themselves to settle all matters between them on certain terms; and

WHEREAS, the PARTIES wish to commit such agreement to writing and thereby create a binding and enforceable legal contract on such matters.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged among the PARTIES, the PARTIES have agreed and do hereby agree as follows:

1. **RECITALS:** The above recitals are incorporated herein as an integral part hereof.
2. **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.)

*CLOSING AGENT* shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and only the DISTRICT. Notwithstanding its other duties herein, the CLOSING AGENT shall continue to act as attorney for the DISTRICT and not the SELLER regarding this transaction.

*CLOSING DATE* shall mean the date the closing of the purchase of the FLOWAGE

EASEMENT by the DISTRICT as contemplated herein.

*COLUMBIA COUNTY* shall mean Columbia County, a political subdivision of the State of Florida.

*CONTRACT* shall mean this "Global Settlement Agreement".

*DAM* shall mean that certain earthen structure which holds water and creates a water impoundment or lake located on the DAM PROPERTY.

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

*EFFECTIVE DATE* shall mean the date this CONTRACT is fully executed and approved by all of the PARTIES.

*FLOWAGE EASEMENT* shall mean an easement over real property for the flowage, flooding, and/or storage of waters thereon substantially in the form shown on Exhibit "B", attached hereto.

*FLOWAGE EASEMENT PROPERTY* shall mean that certain parcel of real property as shown on Exhibit "C", attached hereto.

*SELLER* shall mean the HILLS or whichever of them, individually or in combination, holds title to the FLOWAGE EASEMENT PROPERTY.

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

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

*TITLE COMMITMENT* shall mean a commitment to issue a title insurance policy for the FLOWAGE EASEMENT PROPERTY, purchased from the CLOSING AGENT as agent

for a Florida licensed title insurance company.

PURCHASE OF THE FLOWAGE EASEMENT

3. **PURCHASE OF THE FLOWAGE EASEMENT**: The DISTRICT shall purchase a FLOWAGE EASEMENT over the FLOWAGE EASEMENT PROPERTY from the SELLER and the SELLER shall sell a FLOWAGE EASEMENT over the FLOWAGE EASEMENT PROPERTY to the DISTRICT. The FLOWAGE EASEMENT shall provide that it is over the entire FLOWAGE PROPERTY up to an elevation of 120 feet NAVD (1988).
  
4. **PURCHASE PRICE**: The DISTRICT shall pay to the SELLER the sum of \$164,000.00 (the "PURCHASE PRICE") to purchase the FLOWAGE EASEMENT. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing. However, the proceeds of such sale due to the SELLER (the "SALE PROCEEDS") shall be held by the DISTRICT and shall not be distributed except as otherwise set out herein.
  
5. **EXPENSES**: The expenses of closing this transaction shall be paid, at closing, as follows:  
  
DISTRICT shall pay for:
  - Preparation of the FLOWAGE EASEMENT
  - Documentary stamp tax on the FLOWAGE EASEMENT
  - Charges to record the FLOWAGE EASEMENT
  - Costs of environmental audit, if any
  - Costs of survey, if any
  - Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
  - DISTRICT's attorneys fees  
SELLER shall pay for:
  - All ad valorem taxes and assessments on the FLOWAGE EASEMENT PROPERTY for the year of closing (with no proration) and all prior years
  - SELLER's attorneys fees
  
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 OF FLOWAGE EASEMENT**: At closing, the SELLER shall grant a flowage easement over the FLOWAGE EASEMENT PROPERTY to the DISTRICT by executing and delivering to the DISTRICT a FLOWAGE EASEMENT substantially in the form attached hereto as Exhibit "B".

8. **TITLE EVIDENCE:** Prior to the CLOSING DATE, the DISTRICT shall obtain the TITLE COMMITMENT on the FLOWAGE EASEMENT and if the DISTRICT objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the SELLER at or before closing and standard title insurance exceptions, the DISTRICT shall give notice of the same to the SELLER. Should the DISTRICT make any such objections, the CLOSING DATE shall be extended for sixty (60) days and the SELLER 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 SELLER is unable or unwilling to make such corrections before the extended CLOSING DATE, the DISTRICT shall have the option of either: (a) accepting the FLOWAGE EASEMENT with whatever issues are 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 SELLER in default and seeking the remedies allowed for default hereunder.
  
9. **SURVEY:** Prior to the CLOSING DATE, the DISTRICT may obtain a SURVEY. If the DISTRICT objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the SELLER at or before closing, the DISTRICT shall give notice of the same to the SELLER. Should the DISTRICT make any such objections, the CLOSING DATE shall be extended for sixty (60) days and the SELLER 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 SELLER is unable or unwilling to make such corrections before the extended CLOSING DATE, the DISTRICT shall have the option of either: (a) accepting the FLOWAGE EASEMENT with whatever issues are 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 SELLER in default and seeking the remedies allowed for default hereunder.
  
10. **ENVIRONMENTAL MATTERS:**
  - 10.1 Prior to the CLOSING DATE, the DISTRICT may have an environmental audit performed on the FLOWAGE EASEMENT PROPERTY. If the DISTRICT objects to any matter reflected on the environmental audit, other than those matters which shall be corrected by the SELLER at or before closing, the DISTRICT shall give notice of the same to the SELLER. Should the DISTRICT make any such objections, the CLOSING DATE shall be extended for sixty (60) days and the SELLER 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 SELLER is unable or unwilling to make such corrections before the extended CLOSING DATE, the DISTRICT shall have the option of either: (a) accepting the FLOWAGE EASEMENT with whatever issues are shown on the environmental audit and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the SELLER in

default and seeking the remedies allowed for default hereunder.

- 10.2 Immediately after the EFFECTIVE DATE, the SELLER shall furnish the DISTRICT with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the FLOWAGE EASEMENT PROPERTY received by SELLER or in SELLER's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The DISTRICT shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations DISTRICT may deem appropriate to determine that a FLOWAGE EASEMENT on the FLOWAGE EASEMENT PROPERTY is suitable for DISTRICT's purposes. If the DISTRICT gives the SELLER written notice within the above time frame, that in the DISTRICT's sole judgment a FLOWAGE EASEMENT on the FLOWAGE EASEMENT PROPERTY is not suitable for the DISTRICT's purposes, for any or no reason, the DISTRICT shall have the right to cancel and terminate this CONTRACT and be released from any further obligations hereunder. Upon the giving of such notice the CLOSING AGENT, shall distribute any BINDER to the DISTRICT.
12. **DISTRICT'S RIGHT TO INSPECT THE FLOWAGE EASEMENT PROPERTY:** The DISTRICT, though the DISTRICT's agents or otherwise, shall have the right to enter the FLOWAGE EASEMENT PROPERTY prior to closing to inspect and investigate the FLOWAGE EASEMENT PROPERTY at any reasonable time.
13. **NO ALTERATIONS PRIOR TO CLOSING:** SELLER will not intentionally alter the FLOWAGE EASEMENT PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
14. **DEFERRED EXCHANGE:** The SELLER 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.
15. **REQUIRED STATUTORY NOTICES:** The notices shown on Exhibit "D", attached hereto, are hereby given.

#### CONSTRUCTION FUND

16. **SETTLEMENT PROCEEDS:** In addition to the PURCHASE PRICE, the DISTRICT shall pay to the SELLER the sum of \$7,500.00 (the "SETTLEMENT PROCEEDS") as additional compensation to settle the other matters set out herein. The SETTLEMENT PROCEEDS shall be paid in cash (by local certified check or wire transfer) at closing but

shall be held by the DISTRICT and distributed as otherwise set out herein.

17. **CONSTRUCTION FUND:** After closing, the SALE PROCEEDS and the SETTLEMENT PROCEEDS shall be commingled into one fund (hereinafter the "CONSTRUCTION FUND") and held by the DISTRICT, without accruing interest, and distributed only as provided herein.

**PUMPING OF WATER AND KEEPING WATER FLOWING FREELY**

18. **PUMPING WATER OVER DAM AND KEEPING IMPOUNDMENT EMPTY:** After the EFFECTIVE DATE and on not less than 5 days notice to the HILLS, the DISTRICT, though its officers, employees and/or contractors, may enter the DAM PROPERTY and begin pumping (with mechanical pumps) the impounded water over the DAM so as to lower the level of the impounded water behind the DAM. Once the level of such impounded water is lowered to a safe level, the DISTRICT shall clear the outfall pipe presently in the DAM so that water behind the DAM will freely flow through such outfall pipe and the DAM shall not hold water. Should the outfall pipe be blocked or obstructed to such an extent that it cannot be cleared in a practicable manner, the DISTRICT shall breach the DAM and remove the outfall pipe. Once water will freely flow through the DAM, the HILLS shall be responsible for keeping such water free flowing and shall clear any obstructions necessary to the free flow. Should the water stop freely flowing through the DAM, the DISTRICT may give the HILLS 5 days notice of the same. After the running of such time limit, if the water still does not freely flow, the DISTRICT may re-enter the DAM PROPERTY and clear such obstruction (including pumping, if deemed necessary by the DISTRICT) and recover its expenses in doing so from the CONSTRUCTION FUND, if any. Upon issuance of an Environmental Resource Permit or ERP from the DISTRICT for the DAM, this paragraph shall be of no further effect and the ERP shall control.

**CONVEYANCE OF THE DAM TO COLUMBIA COUNTY**

19. **CONVEYANCE OF THE DAM TO COLUMBIA COUNTY:** It is anticipated that once the impounded water behind the DAM has been pumped out and water freely flows through the DAM, that COLUMBIA COUNTY may wish to take title to the portion of the DAM PROPERTY (estimated at 5 to 10 acres) on which the DAM is situated. The parties agree that this would be a positive thing and agree that they will all convey their interest in such portion of the DAM PROPERTY to COLUMBIA COUNTY, provided that the following conditions are met:

- 19.1 COLUMBIA COUNTY enters into a separate written agreement with the DISTRICT requiring COLUMBIA COUNTY to keep the water freely flowing through the DAM so that the DAM does not hold water, unless and until COLUMBIA COUNTY applies for and received an ERP from the DISTRICT

providing otherwise. To be clear, the agreement will not require COLUMBIA COUNTY to (1) have an ERP issued for the DAM, (2) have an ERP issued in any particular manner or (3) have an ERP issued by any particular time. Rather the agreement would simply provide that unless and until an ERP was issued, COLUMBIA COUNTY would ensure that water would freely flow through the DAM and that the DAM does not hold water. Should COLUMBIA COUNTY, accept the DAM, COLUMBIA COUNTY shall not become liable for any other matter or issue contained in this CONTRACT, except keeping the water freely flowing through the DAM.

19.2 COLUMBIA COUNTY accepts the deeds to such portion of the DAM PROPERTY within 90 days after the CLOSING DATE.

20. **MATTERS REMAINING UPON TIMELY CONVEYANCE OF THE PORTION OF THE DAM PROPERTY AND ENTERING INTO THE REQUIRED AGREEMENT.** Should such portion of the DAM PROPERTY be conveyed to and accepted by COLUMBIA COUNTY and the parties enter into the required agreement, within the time provided, then the HILLS shall not be required to have the DAM permitted and the DISTRICT shall:

20.1 Convey whatever interest the DISTRICT may have left in the DAM PROPERTY to any entity or entities as directed by MR. HILL, by quit claim deed and the DISTRICT shall thereafter have no interest in the DAM PROPERTY; and,

20.2 Disburse whatever funds then remain in the CONSTRUCTION FUND, to MR. HILL by delivering a check, in such amount and made payable to "Jeffrey L. Hill, Sr.", to MR. HILL.

21. **MATTERS REMAINING SHOULD COLUMBIA COUNTY DECLINE TO ACCEPT THE PORTION OF THE DAM PROPERTY OR ENTER INTO THE REQUIRED AGREEMENT.** Should COLUMBIA COUNTY decline to accept such portion of the DAM PROPERTY or decline to enter into the required agreement, within the time provided, then the HILLS shall be required to have an Environmental Resource Permit or ERP issued by the DISTRICT for the DAM as set out below.

#### PERMITTING THE DAM

22. **PERMITTING OF DAM:** The HILLS shall take whatever steps are necessary to obtain an Environmental Resource Permit or ERP from the DISTRICT for the DAM, complete all required construction and/or reconstruction work required therein and have its certified "as built" plans, as provided in the ERP approved by the DISTRICT within 270 days after the CLOSING DATE. The HILLS shall retain a licensed Florida engineer (the "HILL ENGINEER") to oversee this process. However, the HILLS shall not be otherwise

prohibited from using their own efforts to perform work on the DAM. Such permitting shall proceed as follows:

22.1 Within 150 days after the CLOSING DATE, the HILL ENGINEER shall submit a written application to the DISTRICT for an ERP for the DAM. The DISTRICT shall not charge any fee for this application or the processing thereof. Such application shall:

22.1.1 Be in the form approved by the DISTRICT;

22.1.2 Be executed by the HILL ENGINEER as agent for the HILLS;

22.1.3 Include engineering plans, specifications, scale details and any other large scale drawings which the DISTRICT may deem necessary, which show a plan for altering or reconstructing the DAM so that the DISTRICT may issue an ERP.

22.1.4 Include a budget (hereinafter the "CONSTRUCTION BUDGET"), showing itemized costs for completing all permitting and construction work necessary to have an ERP issued for the DAM. The CONSTRUCTION BUDGET shall be no more than 90% of the CONSTRUCTION FUND.

22.1.5 Include a timetable showing the issuance of the ERP from the DISTRICT for the DAM, completion of all required construction and/or reconstruction work required therein and approval of "as built" plans within 180 days after the CLOSING DATE.

22.1.6 Include a schedule of payments showing the DISTRICT paying out, from the CONSTRUCTION FUND, (1) the costs of preparing the application and all included documents upon approval by the DISTRICT, and (2) paying out the remainder of the CONSTRUCTION BUDGET in increments no greater than 25% at a time and upon completing certain tasks and milestones which shall be approved by the DISTRICT.

22.2 The DISTRICT shall promptly process such application for an ERP with all usual reviews and requests for information, etc. Upon finding such application to be complete, in compliance with all applicable laws, rules and regulations and this CONTRACT, the DISTRICT shall issue the ERP. The ERP shall require certain construction and/or reconstruction activities and that the HILLS provide "as built" certifications (hereinafter the "AS BUILTS") from the HILL ENGINEER which are subject to approval by the DISTRICT.

- 22.3 The DISTRICT and the HILLS agree that the construction activities shall proceed continuously, diligently and in accordance with the ERP, so that it shall be evident that construction activities will be completed within the time provided. Should the HILLS be obstructed or delayed in the prosecution or completion of this work by any damage which may occur by fire or other casualty, or by strikes, or acts of God, or by reason of war or other cause over which they have no control, the time limit herein fixed for completion shall be extended for a period equivalent to the time lost because of such reason(s).
- 22.4 The DISTRICT is specifically authorized to disburse funds from the CONSTRUCTION FUND as provided in the ERP and directly to the HILL ENGINEER, to the HILL ENGINEER and contractors jointly, or to laborers, material suppliers, and subcontractors as the DISTRICT may determine is proper. In the event of any disbursement, the DISTRICT shall have the right to require satisfactory proof of payment (and lien releases if requested) to and from all laborers, material suppliers, and subcontractors, to the time of such disbursement. As a condition of making disbursements, if requested by the DISTRICT, the HILLS and/or their ENGINEER shall furnish the DISTRICT with lien waivers and releases from all contractors, subcontractors, laborers and material suppliers who have performed work or furnished materials in connection with the construction activities.
- 22.5 The DISTRICT and the HILLS agree that no changes, alterations, deletions or additions to the application will be made without the prior written approval of the DISTRICT.
- 22.6 The HILLS' obligation hereunder to have an ERP issued for the DAM and to have the "AS BUILTS" approved by the DISTRICT is not contingent on the HILLS being able to do so for any particular price or for the moneys available in the CONSTRUCTION FUND. The parties understand that an ERP may be issued for any number of configurations of the DAM and that some of these configurations are relatively inexpensive (such as simply breaching the DAM.) Therefore it shall be the HILLS responsibility to assure that the issuance of the ERP and the completion and approval of the "AS BUILTS" come in within any particular budget.
23. **DISTRICT LIABILITY:** The HILLS, jointly and severally, agree to hold the DISTRICT harmless for, and indemnify the DISTRICT from all liability including without limitation the following:
- 23.1 The DISTRICT's handling of the funds in the CONSTRUCTION FUND, and releases the DISTRICT from all loss resulting from the handling of said funds by the DISTRICT consistent with this CONTRACT. The HILLS agree that the

holding, application and disbursement of such funds shall be for the protection of the DISTRICT.

- 23.2 The CONTRACT shall not be construed to make the DISTRICT liable for payment to material suppliers, laborers, subcontractors, or any others supplying work or products to the building or property, and no third parties shall have any rights under this CONTRACT.
- 23.3 It is expressly agreed that all inspection and other services rendered by the DISTRICT's officers or agents shall be rendered solely for the protection and benefit of the DISTRICT, and the HILLS shall not be entitled to claim any loss or damage, either against the DISTRICT or its officers, agents, or employees for failure to properly discharge their duties to the DISTRICT. The DISTRICT, its officers and agents, shall not be liable for the failure of any dealer, contractor, craftsman, or laborer, to deliver the goods or perform the services to be delivered or performed by them.

24. **USE OF OUT-OF-DISTRICT STAFF FOR PERMITTING ACTIVITIES:** The DISTRICT shall not use its regular staff to process the application, inspect progress, approve payments from the CONSTRUCTION FUND or approve the ERP. The DISTRICT shall arrange for staff from one of the other Florida Water Management Districts or the Florida Department of Environmental Protection to handle all such matters for the DISTRICT.

#### **DAM PROPERTY AND DISBURSAL OF CONSTRUCTION FUND**

25. **UPON TIMELY APPROVAL OF THE "AS BUILTS", THE DISTRICT SHALL CONVEY THE DAM PROPERTY AND DISBURSE THE CONSTRUCTION FUND:** Should the ERP be issued and the "AS BUILTS" for the ERP be approved by the DISTRICT within the time provided in this CONTRACT:
- 25.1 The DISTRICT shall, within 10 days after approval of the "AS BUILTS", convey whatever interest the DISTRICT may have in the DAM PROPERTY to any entity or entities as directed by MR. HILL, by quit claim deed and the DISTRICT shall thereafter have no interest in the DAM PROPERTY; and,
- 25.2 The DISTRICT shall, within 10 days after approval of the "AS BUILTS", disburse whatever funds then remain in the CONSTRUCTION FUND, to MR. HILL by delivering a check, in such amount and made payable to "Jeffrey L. Hill, Sr.", to MR. HILL.
26. **FAILURE OF THE DISTRICT TO TIMELY CONVEY DAM PROPERTY AND DISBURSE CONSTRUCTION FUND:** Should the ERP be issued and the "AS

BUILTS” approved within the time provided and the DISTRICT fail to timely convey its interest in the DAM PROPERTY and disburse the required funds, the HILLS, or any of them, may file an action in court for specific performance requiring the conveyance of the DAM PROPERTY and the disbursement of the required funds, and, should the HILLS prevail, an award of costs and reasonable attorneys fees.

27. **UPON THE FAILURE OF THE “AS BUILTS” TO BE TIMELY APPROVED, THE HILLS SHALL CONVEY THE DAM PROPERTY AND THE DISTRICT SHALL DISBURSE THE CONSTRUCTION FUND:** Should either the ERP not be issued or the “AS BUILTS” not be approved by the DISTRICT within the time provided in this CONTRACT:

27.1 The HILLS shall, within 10 days after the expiration of such time, convey whatever interest the HILLS may have in the DAM PROPERTY to any entity or entities as directed by the DISTRICT, by quit claim deed and the HILLS shall thereafter have no interest in the DAM PROPERTY; and,

27.2 The DISTRICT shall, within 10 days after receipt of the above deed(s) to the DAM PROPERTY from the HILLS, disburse whatever funds then remain in the CONSTRUCTION FUND, to MR. HILL by delivering a check, in such amount and made payable to “Jeffrey L. Hill, Sr.”, to MR. HILL.

28. **FAILURE OF THE HILLS TO TIMELY CONVEY PROPERTY:** Should either the ERP not be issued or the “AS BUILTS” not be approved within the time provided in this CONTRACT and the HILLS fail to timely convey their interest in the DAM PROPERTY as required herein, the DISTRICT may file an action in court for specific performance requiring the conveyance of the DAM PROPERTY and, should the DISTRICT prevail, an award of costs and reasonable attorneys fees. Once such court ordered conveyance is finalized (including all appeals), the DISTRICT shall deduct from the funds then remaining in the CONSTRUCTION FUND, the award of its costs and reasonable attorneys fees, if any, and disburse the remainder to MR. HILL by delivering a check, in such amount and made payable to “Jeffrey L. Hill, Sr.”, to MR. HILL.

#### SETTLEMENT OF LEGAL ACTIONS

29. **SETTLEMENT OF THE BANKRUPTCY APPEAL:** As part of this CONTRACT, the PARTIES have agreed to settle the presently pending appeal 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 (the “BANKRUPTCY APPEAL”) in which MR. HILL has appealed the dismissal of his bankruptcy petition which was brought in *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. After the EFFECTIVE DATE, the DISTRICT may move to

dismiss the BANKRUPTCY APPEAL, with prejudice, with each side bearing its own costs and attorneys fees. Such motion to dismiss shall represent that the PARTIES have stipulated to the motion and such stipulation may be conclusively shown by attaching a copy of the fully executed CONTRACT to the motion.

30. **SETTLEMENT OF THE STATE LAWSUIT:** As part of this CONTRACT, the PARTIES have agreed to settle the presently case 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 "STATE LAWSUIT"). After the EFFECTIVE DATE, the DISTRICT may move to dismiss the STATE LAWSUIT, with prejudice, with each side bearing its own costs and attorneys fees. Such motion to dismiss shall represent that the PARTIES have stipulated to the motion and such stipulation may be conclusively shown by attaching a copy of the fully executed CONTRACT to the motion.

#### SATISFACTION OF JUDGMENTS

31. **SATISFACTION OF JUDGMENTS:**

- 31.1 On August 25, 2008, a final money judgment (hereinafter the "FIRST MONEY JUDGMENT") in the amount of \$100,000.00 was entered against the HILL CORPORATION and in favor of the DISTRICT in *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, and recorded in the public records of Columbia County, Florida at O.R. Book 1152, Pages 115-121.
- 31.2 On May 3, 2010, a final money judgment (hereinafter the "SECOND MONEY JUDGMENT") in the amount of \$280,376.20 was entered against the HILL CORPORATION and in favor of the DISTRICT in *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, and recorded in the public records of Columbia County, Florida at O.R. Book 1196, Pages 1742-1753.
- 31.3 The DISTRICT shall fully satisfy the FIRST MONEY JUDGMENT and the SECOND MONEY JUDGMENT, of record:
- 31.3.1 Upon the conveyance of all of the DISTRICT's interest in the DAM PROPERTY to an entity as designated by the HILLS, and/or COLUMBIA COUNTY; or,
- 31.3.2 Upon the conveyance of all of the HILLS interest in the DAM

PROPERTY to an entity as designated by the DISTRICT, and/or COLUMBIA COUNTY.

MUTUAL RELEASES

32. MUTUAL RELEASES: The PARTIES release each other as follows:

32.1 The HILLS each waive, release and forever discharge the DISTRICT and its heirs, executors, administrators and assigns, of any and from any and all actions, suits, debts, claims, demands and obligations whatsoever in law and equity, which they may or might have or claim to have against the DISTRICT by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of this CONTRACT, except as may be expressly provided under the terms of this CONTRACT, it being the intention of the PARTIES that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this CONTRACT, and that except as herein otherwise provided, all liability of every kind and nature on the part of the DISTRICT to the HILLS, past, present and future, actual or potential, shall cease and terminate absolutely and forever upon the performance by the PARTIES of the terms and conditions of this CONTRACT.

32.2 The DISTRICT waives, release and forever discharge the HILLS and their heirs, executors, administrators and assigns, of any and from any and all actions, suits, debts, claims, demands and obligations whatsoever in law and equity, which they may or might have or claim to have against the HILLS by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of this CONTRACT, except as may be expressly provided under the terms of this CONTRACT, it being the intention of the PARTIES that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this CONTRACT, and that except as herein otherwise provided, all liability of every kind and nature on the part of the HILLS to the DISTRICT, past, present and future, actual or potential, shall cease and terminate absolutely and forever upon the performance by the PARTIES of the terms and conditions of this CONTRACT. The PARTIES understand that this release does not affect the DISTRICT's regulatory powers and that these powers are addressed elsewhere.

32.3 The above releases shall be deemed to release the DISTRICT, or its officers, employees, attorneys, agents and contractors from any and all liability for all lawsuits filed by the HILLS, or any of them, prior to the EFFECTIVE DATE, whether such lawsuit is specifically listed herein or otherwise.

CONTRACT NOT TO AFFECT DISTRICT'S REGULATORY AUTHORITY

33. **REGULATORY COMPLIANCE:** Notwithstanding anything else herein to the contrary, this CONTRACT cannot and does not affect the DISTRICT's regulatory authority. Nothing herein affects the ability of the DISTRICT to enforce its rules or issue permits on matters not expressly set out herein. Specifically, and without limitation, nothing herein settles any issues concerning:
- 33.1 The DISTRICT's Environmental Resource Permit No. ERP 02-0021 concerning that certain residential subdivision located in Columbia County, Florida named "Haight-Ashbury".
- 33.2 The DISTRICT's Environmental Resource Permit No. ERP 99-0203 concerning that certain residential subdivision located in Columbia County, Florida named "Smithfield Estates".
- 33.3 That certain private, potable water system known as "Lance Water", which the HILLS presently own and operate in Columbia County, Florida and which has been assigned Public Water System No. 2124409, by the Florida Department of Environmental Protection.

#### MISCELLANEOUS

34. **REMEDIES FOR DEFAULT:** The PARTIES shall have all legal remedies for any default of this CONTRACT including but not limited to specific performance.
35. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction and thus no realtor nor broker is owed any commission for any of the matter set out in this CONTRACT.
36. **BINDING EFFECT:** This CONTRACT shall be binding on the PARTIES, and their respective heirs, successors and assigns, and estates, as the case may be.
37. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
38. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
39. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
40. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT shall be the Circuit Court or the County Court of the Third Judicial Circuit 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.

41. **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.
42. **ATTORNEYS FEES:** In any litigation enforcing, construing or relating to this CONTRACT, the prevailing party shall have the right to recovery its costs and reasonable attorneys fees from the non-prevailing party.
43. **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.
44. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the SELLER. 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.
45. **CONTRACT TO BE RECORDED:** Any party may record this CONTRACT in the public records of Columbia County, Florida. Upon completion of all of the matters set out herein, any PARTY may request the others to execute a notice of the termination of this CONTRACT and all other PARTIES will execute such notice.
46. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and SELLER, 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.
47. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The PARTIES understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to purchase, exchange or sell real property and interests therein, 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.
48. **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 SELLER 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.

49. **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.
50. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the PARTIES, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
51. **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.
52. **NO OTHER AGREEMENTS OR REPRESENTATIONS:** The PARTIES acknowledge that no PARTY is entering into this CONTRACT in reliance on any representation, promise or agreement, except for those expressly set out in this CONTRACT. Further, the PARTIES acknowledge that no PARTY has authorized anyone to make any such representations, promises or agreements except those expressly set out in this CONTRACT.
53. **LEGAL REPRESENTATION:** The PARTIES agree that Davis, Schnitker, Reeves & Browning, P.A., Florida professional corporation are the attorneys for the DISTRICT, represent the DISTRICT only and do not represent the HILLS, or any of them. The DISTRICT encourages the HILLS, to have this CONTRACT reviewed by an attorney of their choosing. The HILLS have had the opportunity to have this CONTRACT reviewed by an attorney of their choosing and have either done so or have knowingly waived such right.
54. **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.
55. **CONTRACT MUST BE EXECUTED BY DATE CERTAIN:** 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 all PARTIES on or before the close of business on October 4, 2013.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the name of the DISTRICT through its Governing Board acting by the Chair or Vice Chair of said board.

GOVERNING BOARD OF THE SUWANNEE  
RIVER WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Don Quincey, Jr  
Chair

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Ray Curtis  
Secretary Treasurer

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EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by MR.  
HILL, JEFFREY LANCE HILL SR.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jeffrey Lance Hill Sr.

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by JEFFREY LANCE  
HILL SR. who is personally known to me or who produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Notary Public

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EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by MS.  
HILL, LINDA P. HILL.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Linda P. Hill

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by LINDA P. HILL,  
who is personally known to me or who produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Notary Public

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EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the  
HILL CORPORATION, EL RANCHO NO TENGO, a Florida corporation.

EL RANCHO NO TENGO, a  
Florida corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
As its authorized representative

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by  
\_\_\_\_\_, as the authorized representative for EL RANCHO NO TENGO, a Florida  
corporation, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

That certain parcel of real property located entirely in Columbia County, Florida which is more particularly described as follows:

### TOWNSHIP 4 SOUTH, RANGE 17 EAST

**SECTION 3:**           W½ of NW¼;

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 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:**           W½ of SW¼,

LESS AND EXCEPT the E½ of NE¼ of NW¼ of SW¼

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.

Prepared by and return to:  
**Davis, Schnitker, Reeves & Browning, P.A.**  
519 West Base Street  
Madison, Florida 32340  
File No.:

EXHIBIT B

[Space Above This Line For Recording Data]

**FLOWAGE EASEMENT**

This Indenture made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, having a mailing address of \_\_\_\_\_, (hereinafter the "GRANTOR"), and the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 9225 County Road No. 49, Live Oak, Florida 32060 (hereinafter the "DISTRICT").

WITNESSETH:

WHEREAS, the GRANTOR is the owner in fee simple of certain real property lying and being situated in \_\_\_\_\_ County, Florida, more particularly described as follows:

EXHIBIT B

**(LEGAL DESCRIPTION)**

EXHIBIT B

(hereinafter the "PROPERTY"); and,

**NOW THEREFORE**, the GRANTOR, in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the DISTRICT to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the DISTRICT, its successors and assigns, the non-exclusive, perpetual right, power, privilege, and easement, now, hereafter, or from time to time, to regularly or at any time and for any length of time to overflow, flood, inundate, flow and pump water on, across, through and beneath the surface of, and submerge all or any portion of the PROPERTY, which lies at or below the elevation of \_\_\_\_\_, whether or not the ground surface elevation is at or below such level.

The authority granted in this easement shall be used by the DISTRICT (or by others with the DISTRICT's prior or subsequent approval) in connection with flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, conservation, environmental restoration, water storage, water quality, or reclamation, and allied purposes, that may be conducted now or in the future by, or with the approval of, the DISTRICT, and/or to carry out the purposes and intent of the statutory authority of the DISTRICT, presently existing or that may be enacted in the future.

The DISTRICT is further granted right of access to the PROPERTY and shall have all rights of ingress and egress reasonably necessary for the exercise of the rights and powers set out herein, together with the continuing right, in the DISTRICT's sole and absolute discretion, to clear any trees, structures, brush, debris, silt, spoil, vegetation, obstacles and obstructions both natural and man-made. Any cleared materials may, in the DISTRICT's sole and absolute discretion, be removed from the PROPERTY and disposed of as the DISTRICT sees fit or be left on the PROPERTY.

Without the prior written consent of the DISTRICT, which consent may be withheld by the DISTRICT in its sole and absolute discretion, the GRANTOR shall not personally, nor allow anyone else to (1) Apply fertilizers or chemicals (including but not limited to pesticides, herbicides and agrichemicals) to the PROPERTY, (2) Erect any structure, building or fence over or on the PROPERTY, or (3) perform any excavation, digging, filing or other activities which would cause any temporary or permanent change in the grade, elevation or contour of any part of the PROPERTY.

Any and all of GRANTOR's personal property, equipment, improvements, structures and fixtures located on the PROPERTY, shall be at the sole risk of GRANTOR and neither the DISTRICT nor the DISTRICT's agents, employees, officers, staff or Governing Board members shall be liable under any circumstances for any damage thereto, interruption in use thereof, or theft thereof, including without limitation any loss resulting directly, indirectly or proximately from the rights, powers, privileges and easements granted by this easement or from the activities authorized herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR for itself and its successors, employees, officers, shareholders, agents, contractors, subcontractors, guests, tenants, licensees and invitees hereby agrees to

indemnify, defend and hold harmless the DISTRICT and its employees, contractors, licensees, agents, officers, staff, Governing Board members and property from and against any and all claims, loss, cost, damage, liability and/or expense, including but not limited to reasonable attorney's fees and costs, resulting directly, indirectly or proximately in connection with the use of the PROPERTY by the GRANTOR and/or its successors, employees, officers, shareholders, agents, contractors, subcontractors, guests, tenants, licensees and invitees.

GRANTOR shall comply with applicable laws, ordinances, rules, regulations, codes and governmental permitting requirements and approvals in the GRANTOR's continued use of the PROPERTY. It shall be GRANTOR's obligation to secure any permits required by the DISTRICT and any permits required by any other governmental or quasi-governmental entity. The DISTRICT makes no representation that any such permits will be issued or that any existing improvements were properly permitted or would receive permits from the DISTRICT or any other governmental or quasi-governmental entity upon application by GRANTOR.

GRANTOR shall use the PROPERTY in accordance with Federal, State and local laws with respect to pollution.

It is contemplated that the DISTRICT will utilize contractors, subcontractors, DISTRICT's employees, and other governmental entities as well as their contractors, subcontractors and employees, in connection with the DISTRICT's exercise of the interests, rights, privileges, and powers conveyed to the DISTRICT by GRANTOR under this easement.

This easement may be assigned in whole or in part by the DISTRICT for use in connection with any of the purposes above mentioned. All the covenants, terms, and agreements herein contained shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The GRANTOR shall pay all ad valorem or other taxes or assessments which may now or hereinafter be assessed or charged against the PROPERTY. However, regardless of such payment, pursuant to Section 197.572, Florida Statutes, as amended, this easement shall survive and be enforceable after the issuance of a tax deed for the PROPERTY.

The GRANTOR hereby warrants and guarantees (1) its fee title to the PROPERTY and will defend the same against the lawful claims of all persons whomsoever, and (2) its power and authority to grant this easement.

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

IN WITNESS WHEREOF, \_\_\_\_\_, the GRANTOR, has herunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
EXHIBIT B

Witness (print name under signature)

\_\_\_\_\_

Witness (print name under signature)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_  
EXHIBIT B

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me, or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

EXHIBIT B  
Notary Public (print name under signature)  
Commission #

My Commission Expires:

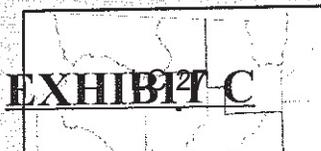
EXHIBIT B



Property of Jeffery L and Linda P Hill  
Columbia County, Florida



Hill Property Boundary



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

# EXHIBIT D

## 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.

## EXHIBIT D - CONTINUED

### 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.

September 24, 2013

To: Ann Shortelle and Don Quincey of SRWMD

From: Jeffrey L. Hill, Sr.

Re: Global Settlement of Disputes

Judge Corrigan said "Get it done by October 15<sup>th</sup>." That was the last thing he said on July 29<sup>th</sup>, 2013.

I delivered my proposal to you on August 9<sup>th</sup>, 2013 requesting response within ten days. I received no response from you.

I received your proposal on September 10<sup>th</sup>, 2013. Your proposal is very aggressive and biased; eighteen (18) times your proposal states "must be approved by the District."

I will gladly sit down with you to settle if you are willing to grossly amend your proposal. To sit down we must do so well before October 14<sup>th</sup>, 2013. I am available any day given twenty-four (24) hours pre-notice of day chosen.

Again, we must be entered into an agreement and **done** by October 14<sup>th</sup>, 2013. This should have been done and could have been done during our meeting on September 7<sup>th</sup>, 2012. I do not wish to forestall.

Thank you for your attention to this matter.

*Jeffrey L. Hill, Sr. 9-24-13*

Jeffrey L. Hill, Sr.  
908 SE Country Club Rd  
Lake City, FL 32025  
Phone: (386) 752-7730

*Hand delivered @ Live Oak  
on 9-24-13*

Received  
SRWMD

SEP 24 2013

Original to File CE05-0017  
Copies to ABS/T. Reever

## MEMORANDUM

TO: Governing Board  
FROM: Tom Reeves, Governing Board Counsel  
DATE: September 27, 2013  
RE: Request for Direction on Resolution of Leave Overpayments to Previous Employees

### Previous Overpayments of Accumulated Leave for Past Employees

#### *Payout for Accumulated Annual Leave*

During all relevant time periods, the District has had a policy which provided for the payment of accumulated annual leave. Such policy provided that, upon separation from employment, the employee could be paid for accumulated annual leave up to a maximum of 480 hours for senior management and 240 hours for all other employees.

#### *DROP*

The DROP program is the Deferred Retirement Option Program and provides an alternative method for members of the Florida Retirement System to receive their retirement benefits. (Almost all District employees are members of the Florida Retirement System and eligible to take advantage of the DROP program.)

Stated simply, under the DROP program, employees are allowed to begin receiving their retirement benefits on a date certain and thereafter continue working for their employer for up to five additional years (the "DROP Period"). During the DROP Period, the employee's benefits are placed in an account and held by the Division. When the employee completes the DROP Period, the employee's employment is terminated and the account with the accumulated retirement benefits is paid to the employee. All of this is governed by Ch. 121, Florida Statutes and the administrative rules of the Division.

#### *Payout of Accumulated Annual Leave for DROP Participants*

The payout of accumulated annual leave for DROP participants is governed by Chapter 121, Florida Statutes as follows:

Each employee who elects to participate in DROP may elect to receive a lump-sum payment for accrued annual leave earned in accordance with agency policy upon beginning participation in DROP. ... The employee electing the lump-sum payment is not eligible to receive a second lump-sum payment upon termination, except to the extent the employee has earned additional annual leave which, combined with the original payment, does not exceed the maximum lump-sum payment allowed by the employing agency's policy or rules.

Section 121.091(13)(c)(2), Florida Statutes

Therefore under Florida law, if a District employee, receives payment for the maximum amount of accumulated annual leave allowed under District policy at the time he enters DROP, the employee can receive no further payments for his accumulated annual leave when he completes DROP.

*District's Past Practices With Regard to the Payment of Accumulated Annual Leave*

Recently it was discovered, that District employees have been allowed to (1) receive a lump sum payment for their accumulated annual leave at the beginning of their DROP Period, and then (2) receive a second lump sum payment, upon completion of their DROP Period, for the annual leave they accumulated during their DROP Period. For such employees, the second payment exceeded the maximum amount allowed under District policy.

The first of the above payments was proper. But, under Section 121.091(13)(c)(2), Florida Statutes, the portion of the second payment which was in excess of the maximum amount allowed under District policy was improper.

Attached is a list of past employees of the District which have received payments for accumulated leave in excess of the limits set out above. We do not believe that there was any intentional wrongdoing on the part of any of these employees.

*Can the District Recover the Portion of the Second Payments Which was Improper?*

Under Florida law, an employer who pays out funds to an employee in error may bring an action in recoupment and if successful obtain a money judgment against the employee for the amount of the overpayment. See, *Watson Clinic v. Verzosa*, 816 So.2d 832 (Fla. 2d DCA 2002) (Holding that a clinic could recover double salary payments erroneously made to a doctor even where the doctor had informed the clinic's payroll department and business manager of the mistake when it first started.) Accord, *Sharp v. Bowling*, 511 So.2d 363 (Fla. 5th DCA 1987)

So generally, we are allowed to recover the erroneous payments. However, both of the above cases recognize that the employee may retain the erroneous payments if he can prove an equitable defense. In *Watson*, the court ruled:

One who mistakenly receives money must return it to its owner unless the recipient can assert some legal or equitable claim to the money. *Id.* at 408; *Sharp v. Bowling*, 511 So.2d 363, 365 (Fla. 5th DCA 1987). Here, Verzosa raised the affirmative defense of equitable estoppel. After a bench trial, the court found in Verzosa's favor, ruling that the Watson Clinic was "estopped from changing its position" regarding Verzosa's salary because the Clinic had been notified of the error and Verzosa had "expended the funds to his detriment."

Equitable estoppel must be applied with great caution. *Pelican Island Prop. Owners Ass'n v. Murphy*, 554 So.2d 1179, 1181 (Fla. 2d DCA 1989). The party raising estoppel must prove its elements by clear and convincing evidence. *Ennis v. Warm Mineral Springs, Inc.*, 203 So.2d 514, 519 (Fla. 2d DCA 1967). Those elements are: (1) the party against whom estoppel is sought must have made a representation about a material fact that is contrary to a position it later asserts; (2) the party claiming estoppel must have relied on that representation; and (3) the party seeking estoppel must have changed his position to his detriment based on the representation and his reliance on it. *Lewis v. Dep't of*

*Health & Rehab. Servs.*, 659 So.2d 1255, 1256-57 (Fla. 4th DCA 1995).

*Watson*, at 834.

Equitable defenses such as estoppel will not usually run against the government. But, on occasion, courts will invoke them against the government. See, *Council Bros., Inc. v. City of Tallahassee*, 634 So.2d 264 (Fla. 1st DCA 1994) (Holding City was estopped from requiring subcontractor on university research facility construction project to pay systems charges on facility, as City's representative had advised that systems charges would not apply to project and subcontractor relied to its detriment on such representations.); *Salz v. Department of Administration, Division of Retirement*, 432 So.2d 1376 (Fla. 3d DCA 1983) (Holding Division of Retirement was estopped to revoke teacher's purchase of credit for her out-of-state teaching time to apply toward her Florida retirement benefits where the Division's representative had approved the purchase and the teacher had detrimentally relied upon such purchase.)

The mere fact that the money erroneously given has now been spent is not enough to show detrimental reliance. *Watson*, at 835.

These types of cases are fact specific, so we would have to examine each one to see if anyone made any representations to the individual employee and whether there was detrimental reliance. Finally the above cases do not provide for the recovery of the District's attorneys fees for these cases.

#### *Previous Effort To Recover Funds*

We have previously sent demand letters to each of the former employees on the attached list and requested return of the overpayments. No one have returned any overpayments so far.

We previously informed such former employees that this topic would be brought up at this governing board meeting so that the governing board could give us direction on how to proceed.

/tr

SRWMD Previous Employees

<b>Employee</b>	<b>DROP Begin Date</b>	<b>Hours of Accumulated Leave when Entering DROP</b>	<b>Accumulated Leave Payment when entering DROP</b>	<b>DROP End Date</b>	<b>Hours of Accumulated Leave Upon Completion of DROP</b>	<b>Accumulated Leave Payment Upon Completion of DROP</b>	<b>Date of Completion of DROP (Termination)</b>	<b>Hours Paid To Employee Above Accumulated Leave Limit</b>	<b>Payment for Hours Above Accumulated Leave Limit</b>
Jerry Scarborough	6/1/2003	452	\$23,201.16	5/31/2008	480	\$30,888.00	5/31/2008	452.00	\$29,086.20
Sammy Poore	3/1/2004	240	\$4,396.80	2/28/2009	240	\$5,304.80	2/28/2009	240	\$5,304.80
Kirk Webster	8/1/2005	480	\$23,995.20	7/31/2010	94	\$5,286.56	7/23/2010	94	\$5,286.56
David White	9/1/2006	240	\$5,088.00	8/31/2011	239	\$5,645.18	8/31/2011	239	\$5,645.18
Vern Roberts	3/1/2008	240	\$9,595.20	2/28/2013	240	\$9,117.60	2/28/2013	240	\$9,117.60
Joe Flanagan	10/1/2008	480	\$26,424.00	9/30/2013	396	\$18,532.80	3/29/2013	396	\$18,532.80
David Still	1/1/2011	480	\$30,888.00	12/31/2016	282	\$18,146.70	5/1/2012	282	\$18,146.70

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Administrative Services Bureau Manager

DATE: September 23, 2013

RE: Approval of August 2013 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the August 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  
August 2013**

<b>ACCOUNT</b>	<b>Monthly Interest</b>	<b>Interest Rate %</b>	<b>Closing Balance</b>
Bank of America Permit Fee	-	-	\$57,723.88
First Federal Permit Fee	\$2.30	.30%	\$9,607.68
First Federal Depository	\$460.95	0.44%	\$883,759.85
SPIA	\$30,119.60	0.87%	\$40,966,183.82
SBA Fund A	\$60.74	0.18%	\$394,602.49
SBA Fund B	-	-	\$348,839.94
<b>TOTAL</b>	<b>\$30,643.59</b>		<b>\$42,660,717.66</b>

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

	<b>Current Budget</b>	<b>Actuals Through 8/31/2013</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 5,200,000	\$ 5,239,069	\$ 39,069	101%
Intergovernmental Revenues	6,738,344	3,084,824	(3,653,520)	46%
Interest on Invested Funds	158,000	817,997	659,997	518%
License and Permit Fees	100,000	134,992	34,992	135%
Other	714,583	1,241,521	526,938	174%
Fund Balance	4,075,895	-	-	-
<b>Total Sources</b>	<b>\$ 16,986,822</b>	<b>\$ 10,518,403</b>	<b>\$ (2,392,524)</b>	<b>62%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 8,189,833	\$ 3,921,828	\$ 12,667	\$ 4,255,338	48%	48%
Acquisition, Restoration and Public Works	2,722,848	546,007	-	2,176,841	20%	20%
Operation and Maintenance of Lands and Works	2,701,117	1,816,309	-	884,808	67%	67%
Regulation	1,472,269	1,047,716	-	424,553	71%	71%
Outreach	75,000	149,184	-	(74,184)	199%	199%
Management and Administration	1,825,755	1,755,280	127,686	(57,210)	96%	103%
<b>Total Uses</b>	<b>\$ 16,986,822</b>	<b>\$ 9,236,324</b>	<b>\$ 140,353</b>	<b>\$ 7,610,145</b>	<b>54%</b>	<b>55%</b>

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

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

This unaudited financial statement is prepared as of August 31, 2013 and covers the interim period since the most recent audited financial statements.

MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Administrative Services Bureau Manager  
DATE: September 23, 2013  
RE: Demolition of Mobile Home and Declaration of Surplus Equipment at Otter Springs

RECOMMENDATION

**District staff recommends the Governing Board declare the Otter Springs Manager's Residence and capital asset items surplus.**

BACKGROUND

When the Otter Springs Tract was purchased, it included a mobile home which was previously used as a manager's residence. This mobile home is a 1975 Homelite, Golden Freedom, in disrepair and is unsafe. Declaring this mobile home as surplus will allow the District to work together with Gilchrist County to demolish it and clear the area. Gilchrist County has agreed to demolish it, pack into roll off dumpsters, and haul to the landfill. The steel frame will be scrapped and used to pay part of the dump fees from the mobile home. The remaining cost to demolish will be split between the District and the County.

Two capital asset items, a refrigerator and oven, located at Otter Springs used in the operation of the park, is no longer in the District's control or used by the District and should be surplused to the County to be used in the operation of the park. The District does not have any plans in near future for the equipment, and any maintenance to the equipment should be provided in the operation of the park.

Asset #	Description	Year Purchased	Purchase Price
3181	Convection Oven, 208v, 38"W X 43.5" D	2010	\$2,691
3182	S.S. Two Door 49 QF Refrigerator	2010	\$2,021

/gal

MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Administrative Services Bureau Manager  
DATE: September 23, 2013  
RE: Change to Banking Relationship Agreements

RECOMMENDATION

**District staff recommends the Governing Board authorize changes to banking relationship agreements with First Federal Bank of Florida and Bank of America.**

BACKGROUND

To provide additional security for District bank accounts, it is necessary to make changes to the District's banking relationship agreements with First Federal Bank of Florida and Bank of America. These changes include requiring more than one signature to access and/or make changes to all bank accounts.

/gal  
Bank of America 03-00011  
First Federal Bank of Florida 03-00133

## MEMORANDUM

TO: Governing Board

FROM: Charlie Houder, Director, Division of Land Resources

DATE: September 28, 2013

RE: Approval of Qualified Real Estate Appraisers and Review Appraiser List for Fiscal Year 2013/2014

### RECOMMENDATION

**Staff recommends Governing Board approval of the attached list of firms for real estate appraisal services or appraisal review services for Fiscal Year 2013/2014.**

### BACKGROUND

To ensure a consistent level of quality in appraisals and appraisal reviews, and to reduce administrative costs, the District has advertised and accepted Requests for Qualifications (RFQ) from interested appraisers. This is the fourth time the RFQ process has been implemented for appraisal services and the second time for requesting qualifications for review services.

A selection committee of Charlie Houder, Tim Sagul and Dave Dickens met on September 11, 2013 to review qualification statements. All respondents are state-licensed certified general appraisers with experience in large tract and conservation land appraisals.

The committee also discussed and chose by order of preference the attached list for review appraisal services. Mr. Ketchum will be the primary review appraiser. If the primary review appraiser should have a conflict of interest for a particular review job, the first alternate will be contracted to conduct the review; and so forth with the second alternate.

**Appraisal Services:**

<b>Appraiser</b>	<b>Firm</b>	<b>Location</b>
Trent Marr	Marr & Associates Appraisal Company, Inc.	Monticello
Craig Clayton	Clayton, Roper & Marshall	Altamonte Springs
Richard Hale	Hale & Brannon Appraisals	Lake City
Clay Ketcham	Ketcham Appraisal Group, Inc.	Tallahassee
Robert Nolan	The Forestry Company	Perry
Richard S. Crouse	Pomroy Appraisal Associates	Edgewater
Tommy Tompkins	Tompkins Appraisal Group	Lake City
John Robinson	Property Valuation & Consulting	Winter Garden

**Review Appraiser Services:**

<b>Appraiser</b>	<b>Firm</b>	<b>Location</b>
Clay Ketcham	Ketcham Appraisal Group, Inc.	Tallahassee
Tommy Tompkins	Tompkins Appraisal Group	Lake City
Richard S. Crouse	Pomroy Appraisal Associates	Jacksonville

## MEMORANDUM

TO: Governing Board  
FROM: Charlie Houder, Director, Division of Land Resources  
DATE: September 28, 2013  
RE: Approved Surveyor List for Fiscal Year 2013/2014

### RECOMMENDATION

**Staff recommends Governing Board approval of the attached list of firms as qualified to provide surveying services for Fiscal Year 2013/2014.**

### BACKGROUND

To ensure a consistent level of quality in boundary, elevation, topographic, engineering, construction and other surveying services, and to reduce administrative costs, the District has advertised a Request for Qualifications (RFQ) from interested surveyors.

On September 11, 2013, the selection committee of Carlos Herd, Eric Marzolf and Tim Sagul reviewed the qualifications and determined that all the surveyors that submitted proposals were qualified to conduct District work.

For a project with an expected cost of less than \$30,000, the list of qualified surveyors will receive a request for bids or a request for proposals. Based upon the District's contractual services policy and as prescribed in Florida Statutes 287.055, for projects over \$30,000, a shortlist of the most qualified firms would be provided to the Governing Board for approval to negotiate and execute a contract.

Fiscal Year 2013-2014 Approved Surveyor List

FIRM	Address
AMEC	404 SW 140 <sup>th</sup> Terrace Newberry, FI 32669
Bartram Trail Surveying, Inc.	1501 CR 315, Suite Green Cove Springs. FI 32043
Booth, Ern, Straughan & Hiott, Inc.	350 N Sinclair Ave Tavares, FI 32778
David L. Goodman, P.S.M	PO Box 29 Perry, FI 32348
Delta Professional Land Services, LLC	114 West Green Street Perry, FI 32347
George F. Young, Inc.	1905 South Main Street Gainesville, FI 32601
Hyatt Survey	11007 8 <sup>th</sup> Ave East Bradenton, FI 34212
Land Sea & Air Surveying	1605 Chase Hammock Rd Merritt Island, FI 32953
Land Surveyor, Inc.	18392 US Hwy 301 N. Starke, FI 32091
LD Bradley Land Surveyors	5773 Normandy Blvd. Jacksonville, FI 32205
Pardue Land Surveying Matthew Munksgard	PO Box 865 Chiefland, FI 32644
Pickett Surveying & Photogrammetry	475 South First Ave Bartow FI 33830
Poppell Surveyors	PO Box 649 Madison, FI 32341
Sherman Frier & Associates, Inc.	PO Box 580 Live Oak, FI 36064
Southeastern Surveying and Mapping Corporation	1130 Hwy 90 Chipley, FI 32428
Southeastern Surveying, Inc	601 N St. Augustine Rd Valdosta Ga
Wantman Group, Inc	2035 Vista Parkway West Palm Beach, FI 33411

## MEMORANDUM

TO: Governing Board  
FROM: Charlie Houder, Director, Division of Land Resources  
DATE: September 28, 2013  
RE: Easement for Ingress and Egress, Adams Tract, Lafayette County

### RECOMMENDATION

**Staff recommends the Governing Board grant an easement for ingress and egress to Lana Morgan O'Steen over the Adams Tract in Lafayette County.**

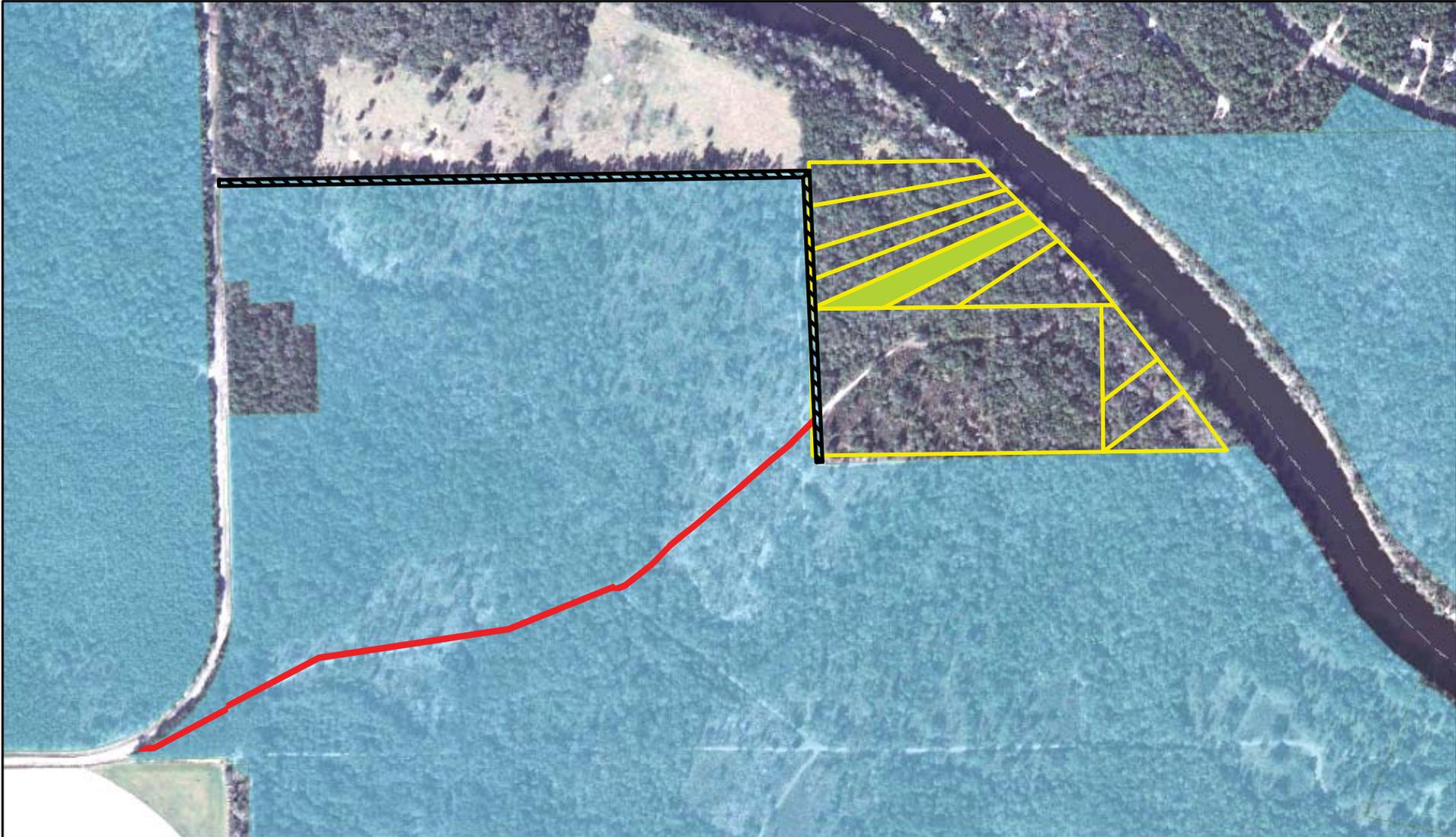
### BACKGROUND

A group of 11 parcels surrounding Mearson Spring on the Suwannee River is separated from a public road by property purchased by the District in 1990. At the time of the purchase, an easement running along the north side of the property was reserved for the owners of those parcels. In 2005, the District was asked to convey an easement to benefit a parcel that was about to be sold, and which did not front the existing easement. In order to deal with other potential access issues among the 11 parcels, the attached letter was sent to all of the parcel owners. The Governing Board subsequently authorized the granting of an easement as outlined in the attached memo on May 12, 2005, and an easement was conveyed to Richard and Gail Hunt on July 12, 2005.

Since its acquisition of the property in 1990, the District staff has issued temporary access authorizations, on request, to use an existing road that runs across the property for a distance of approximately 4,000 feet. These authorizations have been issued both for the convenience of the landowners and as needed to maintain access during periods of flooding. Mrs. O'Steen, one of the affected landowners, has requested a permanent easement on that route.

While the affected landowners have always had legal access to their properties, it has always been their preference to use the road across the property, rather than along the northern perimeter. Therefore, staff recommends that Mrs. O'Steen's request be granted. Staff administers easement requests in accordance with Program Directive 90-2, but in this case would not recommend requiring Mrs. O'Steen to pay the appraised value of the easement since it may ultimately be shared by 11 parties. Mrs. O'Steen will be responsible for the cost of obtaining an accurate legal description, preparing the easement document and then recording the document.

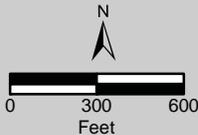
On September 24, the Lands Committee reviewed the request and recommends the Governing Board approve the easement for ingress and egress to Mrs. O'Steen.



### Proposed Adams Tract Easement Lafayette County, Florida



- District Ownership
- Existing Easement
- Proposed Easement
- Affected Properties
- Lana Morgan Osteen Property



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.  
Map Created on 9/13/2013



# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

February 25, 2005

Sharold P. and Lana B. Morgan  
619 NE Sunrose Road  
Mayo FL 32066

Subject: Access Easement

Dear Mr. & Mrs. Morgan:

Suwannee River Water Management District (District) was recently contacted by Richard and Gail Hunt concerning a permanent access easement to their property near Mearson Spring in Lafayette County.

At the time the District purchased the Adams Tract, a 30-foot easement had been established along the north boundary labeled on the enclosed map as "Existing Easement." This easement was granted from J. Ross Adams and Betty J. Adams to D.P. Morgan and Ossie Lee Morgan, "their heirs and assigns, and to all others likely situated as above described, and their heirs and assigns." Apparently, after many years and many divisions of the Morgan property, this easement has been forgotten.

The District wants to accommodate you and the other property owners with a dedicated, permanent, access easement. Our proposal is to grant a non-exclusive easement to all the owners on the area labeled "Existing Easement" and on the area labeled "Proposed Extension." Road construction, maintenance and repair of the access easement would be the responsibility of those to whom the easement is granted.

The power line right-of-way labeled "Hunt Easement Request" may be available for access only during times of high water when the "Existing Easement" or "Proposed Extension" is flooded. This access would be through a Special Use Authorization issued by the District.

Before the District goes forward with the access easement, I would like to get some feedback from you on our proposal. You may contact me at 386.362.1001, 800.226.1066 or email at demott\_t@srwmd.state.fl.us.

Sincerely,

A handwritten signature in black ink that reads "Terry E. Demott".

Terry E. Demott  
Projects Coordinator

TED/gal

DAVID POPE  
Chairman  
Alachua, Florida

SYLVIA J. TATUM  
Vice Chairman  
Lawtey, Florida

C. LINDEN DAVIDSON  
Secretary/Treasurer  
Lamont, Florida

KELBY ANDREWS  
Chiefland, Florida

DON R. EVERETT, JR.  
Perry, Florida

GEORGIA JONES  
Lake City, Florida

OLIVER J. LAKE  
Lake City, Florida

JOHN P. MAULTSBY  
Madison, Florida

LOUIS SHIVER  
Mayo, Florida

JERRY A. SCARBOROUGH  
Executive Director  
Live Oak, Florida

## MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Projects Coordinator

THRU: Jerry A. Scarborough, Executive Director  
Charles H. Houder, III, Deputy Executive Director

DATE: April 15, 2005

RE: Approval and Execution of an Easement to Eleven Property Owners  
Adjacent to the Adams Tract

### RECOMMENDATION

Staff recommends approval of an easement for ingress and egress to the listed eleven property owners on District lands in Lafayette County

### BACKGROUND

In February 2005 Richard and Gail Hunt and their representative Rick Wolford addressed the Governing Board concerning a desired easement to their property across the District's Adams Tract in Lafayette County. Governing Board and Staff made it clear that a permanent easement would be granted to the Hunts and other land owners, but not on the existing power line road as requested. Mr. and Mrs. Hunt have subsequently agreed to accept the permanent easement as proposed by the District as well as temporary use of the power line road as determined by District staff. Attempts to contact all of the owners have been unsuccessful, however those with whom staff have talked agree that the proposed permanent easement would benefit their property interests.

The easement document will include the standard clause that requires the holder(s) to construct and maintain the right-of-way. A cleared and maintained fire line currently exists on the existing and proposed easement areas.

Because part of the easement already exists and eleven property owners are involved, it is recommended that administrative and per acre charges should not be levied. Administration of this small sum and collection of the amount from eleven owners would cost more than the sum itself.

**LOT OWNERS NEEDING ACCESS THROUGH ADAMS TRACT**

Theressa Thomas Heirs  
c/o Carolyn Walker  
300 SE Miller Walker Road  
Branford, FL 32008

John D. Purcell as Trustee  
c/o J. Lane Purcell  
114 W. Noble Avenue  
Bushnell, FL 33513

Maria M. Haynes  
10082 Plank Avenue  
Jacksonville, FL 32220

Mark D. Morgan Jr. and  
Mark D. Morgan Heirs  
321 Seminole Street  
Live Oak, FL 32060

Sharold P. and Lana B. Morgan  
619 NE Sunrose Road  
Mayo, FL 32066

Marvin G. Hanley and Morris A. Hanley  
c/o Morris A. Hanley  
1735 McCall Bridge Road  
Quincy, FL 32351

Deanna Williams  
507 Quail Street  
Perry, FL 32348-4926

Theron T. Corbin and Lana C. McDaniel  
c/o Theron Tyrone Corbin  
9737 Coleman Drive  
Amelia Court House, VA 32002-3211

Catherine Riggs Morgan  
8873 145<sup>th</sup> Drive  
Live Oak, FL 32060

Mary F. Steger  
608 W. Duval Street  
Live Oak, FL 32060

Richard and Gail Hunt  
9673 SE CR405  
Branford, FL 32008

**PROGRAM DIRECTIVE**

NUMBER: 90-2 LA DATE: June 1, 1990 REVISED DATE: March 14, 2000

SUBJECT: Requests for Ingress and Egress and Rights of Way Across District Lands

PURPOSE: To enable District staff to respond to requests received from the public in a fair, consistent, and timely manner. To set guidelines that will insure that the District maintains adequate control over its lands and receives just compensation for any rights in real property that are conveyed.

The granting of a license or easement for ingress and egress or other right of way will be considered only when, in the opinion of the District, there exists a Way of Necessity as defined in Section 704.01 F.S., or the right will be to the benefit of the general public.

The rights requested must not, in any possible exercise thereof, conflict with the purposes for which the District lands were acquired.

Prior to its consideration, staff may require certain information necessary to adequately describe and evaluate a request. Such information may include:

1. A map or aerial photograph at a scale of at least 1:24,000 showing the proposed route and, if applicable, an outline of the property to be benefited.
2. A complete description of the route, including dimensions, and its intended use.
3. A description of any practical alternative routes.
4. If applicable, a copy of the deed by which the applicant took title to the property to be benefited, and any evidence of a claim of right.

Following an evaluation of the request by the staff, a written report bearing the staff recommendation shall be sent to the applicant.

If a right or rights are to be granted, they shall be described in the most limited manner and conveyed in the most limited form that meets the intended purpose.

Special Use Licenses may be granted by the Executive Director, Assistant Executive Director, or their designee.

Easements may only be granted upon approval and execution by the Governing Board.

The conveyance of any easement by the District shall require:

- Payment by the applicant of the fair market value as determined by any of the following
  - A real estate appraiser from the District's approved list,
  - District's Staff Appraiser, or
  - The fee value for bare land as documented in acquisition appraisal and adjusted by an appropriate market index for the period since the District's acquisition.
- Payment of any reasonable administrative, survey, and legal costs.

MEMORANDUM

TO: Governing Board  
FROM: Charlie Houder, Director, Division of Land Resources  
DATE: September 28, 2013  
SUBJECT: Land Resources Activity Summary

Staff performed one conservation easement review during the past month:

- David and Sarah Meeks – Manatee Springs Addition

No burning activities were conducted during the report period.

Because of the saturated soil the Steinhatchee Rise #1 timber sale has been placed on hold.

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											X	
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					
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									X			
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								X				
Meeks, David & Sarah	Manatee Springs Addition	370	Levy												X
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	1,192	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									X				
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	4,588	Levy												X	
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											X		
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.

Approved for Detailed Assessment

<b>OWNER</b>	<b>PROJECT NAME</b>	<b>ACRES</b>	<b>COUNTY</b>	<b>COMMENTS</b>
Milton C. Hitson	Holton Creek In Holding	10	Hamilton	Appraisal has been finalized.
Bradford Timberlands, LLC	Camp Blanding Addition	360	Bradford	Draft Appraisal is being reviewed.
El Trigal Farms, Floyd Family	El Trigal Farms Conservation Easement	371	Jefferson	A timber appraisal update has been reviewed and conservation easement appraisal is underway.
SRWMD	Florida Gateway College	16.25	Columbia	Appraisal has been finalized.

Status of Exchange

<b>Tract Name</b>	<b>Acres</b>	<b>County</b>	<b>Acquired Date</b>	<b>Funding Source</b>	<b>Proposal</b>	<b>Status</b>
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. Environmental audit and survey is currently underway.

Surplus Lands

<b>Tract Name</b>	<b>Acres</b>	<b>County</b>	<b>Acquired Date</b>	<b>Funding Source</b>	<b>Appraisal Date</b>	<b>Listing Date</b>	<b>Listing Price</b>	<b>Comments</b>
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Governing Board approved on August 13, 2013 conveyance contingent upon the inter-local agreement with Columbia County

Surplus Lands (continued)

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcel \$154,400	The Board authorized the sale of the property on September 10, 2013.
Cabbage Grove	30	Taylor	9/2001	WMLTF		10/5/2012	Fee entire tract \$57,750	The contract for sale has been executed and the survey complete.
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	A new listing agreement will be executed upon Board approval of qualified brokers.
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	A new listing agreement will be executed upon Board approval of qualified brokers.
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	A new listing agreement will be executed upon Board approval of qualified brokers.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	A new listing agreement will be executed upon Board approval of qualified brokers.
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 CE (3 parcels) \$243,100	A new listing agreement will be executed upon Board approval of qualified brokers.
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	A new listing agreement will be executed upon Board approval of qualified brokers.

Perry Spray Field	248	Taylor	9/2001	WMLTF	6/6/2012		CE \$225,000	A new listing agreement will be executed upon Board approval of qualified brokers.
Steinhatchee Rise	43	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$114,000 conservation easement \$97,020	The Board authorized the sale of the property on September 10, 2013.
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

**LAND MANAGEMENT**

Prescribed Fire - No activity for the month

<b>Summary Table FY 2013</b>	<b>2013 Target Acres</b>	<b>Acres Complete</b>
Suwannee River Water Management District	10,000	9,228
Florida Forest Service burns on Twin Rivers State Forest	2000	2,676
<b>TOTAL</b>	<b>12,000</b>	<b>11,904</b>

Prescribed Burn Activity

<b>TRACT</b>	<b>COUNTY</b>	<b>WFS</b>	<b>FFS TRSF</b>	<b>TOTAL ACRES</b>	<b>TOTAL WILDFIRE ACRES</b>
<i>Sub-total for Period</i>					
<i>Previous Acres Burned</i>					
<b>Total Acres</b>		<b>9,228</b>	<b>2,676</b>	<b>11,904</b>	<b>11.22</b>

**Timber**

Timber Sales – No activity for the month

<b>Contract #</b>	<b>Fiscal Year</b>	<b>Timber Sale Name</b>	<b>Oversight</b>	<b>Contract Date</b>	<b>Estimated Start Date</b>	<b>Estimated Pine Tons</b>	<b>Harvest Completion</b>
12/13-057	2013	Steinhatchee Rise # 1	SR	3/5/2013	4/5/2013	13,647	50%

MEMORANDUM

TO: Governing Board  
FROM: Carlos Herd, Division Director, Water Supply  
DATE: September 27, 2013  
RE: Approval of 2014 Priority List for Establishment of Minimum Flows and Levels

RECOMMENDATION

**Staff recommends Governing Board approval of the 2014 priority list for the establishment of Minimum Flows and Levels (MFLs) to be submitted to the Florida Department of Environmental Protection, pursuant to Section 373.042(2), Florida Statutes.**

BACKGROUND

Pursuant to Section 373.042, Florida Statutes, the District is required to identify priority water bodies for the establishment of minimum flows and levels and those listed water bodies that have the potential to be affected by withdrawals in an adjacent district for which the Department's adoption may be appropriate. A priority list and schedule for the establishment of MFLs must be submitted to the Florida Department of Environmental Protection for review and approval by November 15, 2013.

Attached are the priority list/schedule and map showing the District's MFL priorities for 2013 through 2016. The Lower Santa Fe and Ichetucknee Rivers and priority springs are listed as 2013 because technical work and adoption will occur by the end of the year according to the adoption schedule. Water bodies with completion dates that moved from 2013 to 2014 include Lakes Altho and Butler, the Upper Suwannee River, Suwannee Springs, and White Spring. The remainder of the water bodies show completion by 2016 which is consistent with the 2013 priority list.

/dd

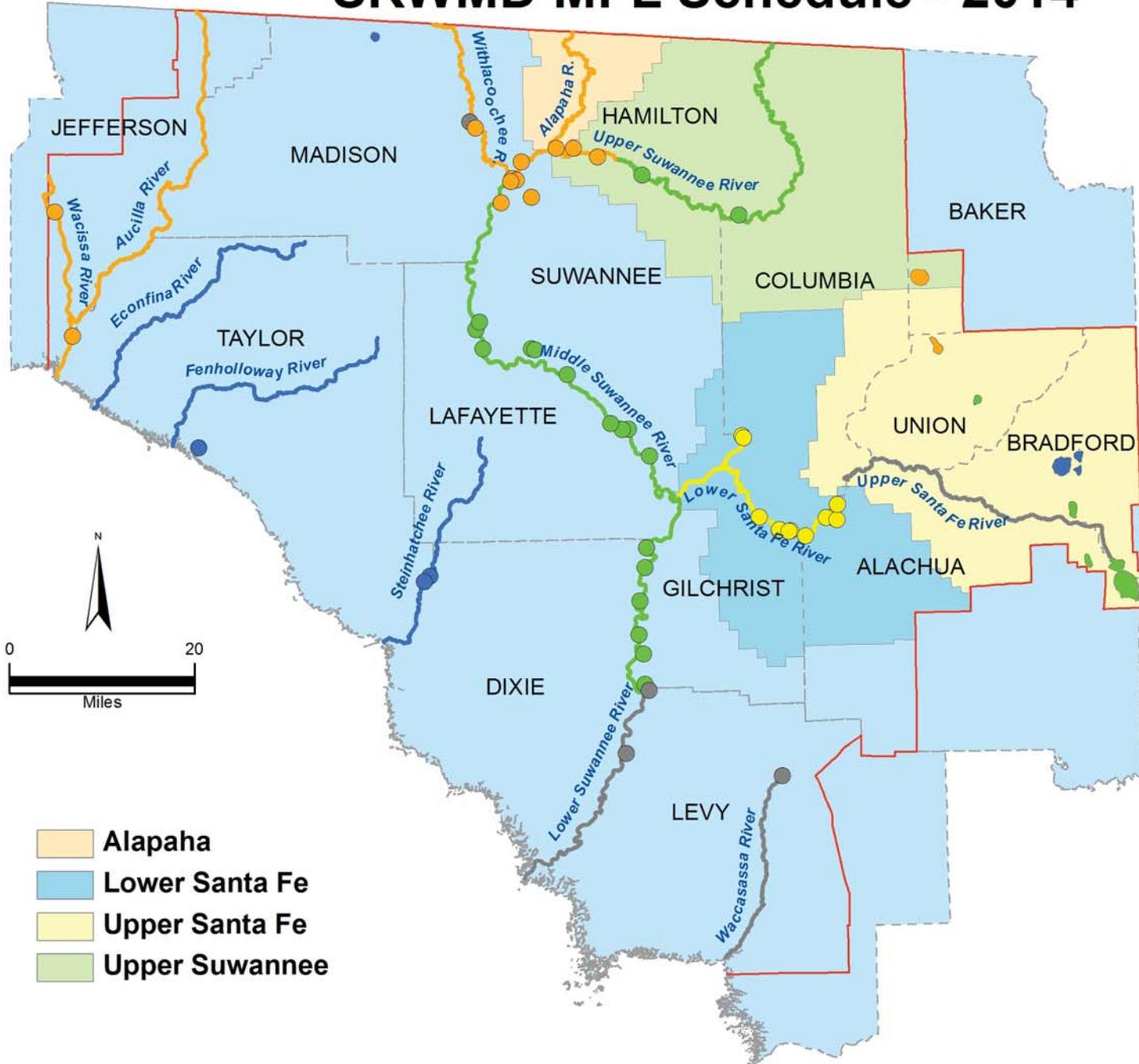
### 2013-2016 MFL PRIORITY LIST

Spring Magnitude	Basin	Water Body Name	Schedule	Water Body Type	Voluntary Peer Review	Potential Cross-boundary MFLs	Re-evaluation
n/a	Santa Fe	Lake Altho	2014	Lake	Yes		
n/a	Santa Fe	Lake Butler	2014	Lake	Yes		
n/a	Santa Fe	Ocean Pond	2015	Lake	Yes		
n/a	Santa Fe	Lake Crosby	2016	Lake	Yes		
n/a	Santa Fe	Lake Hampton	2014	Lake	Yes		
n/a	Santa Fe	Lake Palestine	2015	Lake	Yes		
n/a	Santa Fe	Lake Sampson	2016	Lake	Yes		
n/a	Santa Fe	Lake Santa Fe	2014	Lake	Yes		
n/a	Santa Fe	Lake Rowell	2016	Lake	Yes		
n/a	Withlacoochee	Cherry Lake	2016	Lake	Yes		
n/a	Aucilla	Aucilla River	2015	River	Yes	Yes	
n/a	Aucilla	Wacissa River	2015	River	Yes	Yes	
n/a	Coastal	Steinhatchee River	2016	River	Yes		
n/a	Coastal	Econfina River	2016	River	Yes		
n/a	Waccasassa	Waccasassa River	<b>Adopted</b>	River	Yes		
n/a	Coastal	Fenholloway River	2016	River	Yes		
n/a	Santa Fe	Lower Santa Fe River	2013	River	Yes	Yes	
n/a	Santa Fe	Upper Santa Fe River	<b>Adopted</b>	River	Yes	Yes	
n/a	Santa Fe	Ichetucknee River	2013	River	Yes	Yes	
n/a	Suwannee	Lower Suwannee River	<b>Adopted</b>	River	Yes		
n/a	Suwannee	Middle Suwannee River	2014	River	Yes		
n/a	Suwannee	Upper Suwannee River	2014	River	Yes	Yes	
n/a	Suwannee	Withlacoochee River	2015	River	Yes	Yes	
n/a	Suwannee	Alapaha River	2015	River	Yes	Yes	
1	Aucilla	Nutall Rise	2015	Spring	Yes	Yes	
1	Aucilla	Wacissa group	2015	Spring	Yes	Yes	
2	Coastal	Big	2016	Spring	Yes		
1	Coastal	Steinhatchee Rise	2016	Spring	Yes		
2	Coastal	TAY76992 - Unnamed	2016	Spring	Yes		
1	Santa Fe	Blue Hole	2013	Spring	Yes	Yes	
1	Santa Fe	GIL1012973 (Siphon Creek Rise)	2013	Spring	Yes	Yes	
1	Santa Fe	Ichetucknee group	2013	Spring	Yes	Yes	
1	Santa Fe	July	2013	Spring	Yes	Yes	
1	Santa Fe	Devil's Ear (Ginnie group)	2013	Spring	Yes	Yes	
2	Santa Fe	Rum Island	2013	Spring	Yes	Yes	
2	Santa Fe	COL101974 - Unnamed	2013	Spring	Yes	Yes	
2	Santa Fe	Poe	2013	Spring	Yes	Yes	
1	Santa Fe	Columbia	2013	Spring	Yes	Yes	
1	Santa Fe	ALA112971 (Treehouse)	2013	Spring	Yes	Yes	
1	Santa Fe	Hornsby	2013	Spring	Yes	Yes	
1	Santa Fe	Santa Fe Rise	2013	Spring	Yes	Yes	
2	Suwannee	White	2014	Spring	Yes	Yes	
3	Suwannee	Bell	2014	Spring	Yes		
2	Suwannee	Otter	2014	Spring	Yes		
2	Suwannee	Hart	2014	Spring	Yes		
2	Suwannee	Rock Sink	2014	Spring	Yes		
2	Suwannee	Guaranto	2014	Spring	Yes		
2	Suwannee	Pothole	2014	Spring	Yes		
2	Suwannee	Branford	2014	Spring	Yes		
2	Suwannee	Little River	2014	Spring	Yes		
2	Suwannee	Ruth/Little Sulfur	2014	Spring	Yes		
1	Suwannee	Troy	2014	Spring	Yes		
3	Suwannee	Royal	2014	Spring	Yes		
2	Suwannee	Peacock	2014	Spring	Yes		
2	Suwannee	Bonnet	2014	Spring	Yes		

**2013-2016 MFL PRIORITY LIST**

<b>Spring Magnitude</b>	<b>Basin</b>	<b>Water Body Name</b>	<b>Schedule</b>	<b>Water Body Type</b>	<b>Voluntary Peer Review</b>	<b>Potential Cross-boundary MFLs</b>	<b>Re-evaluation</b>
1	Suwannee	Lafayette Blue	2014	Spring	Yes		
2	Suwannee	Allen Mill Pond	2014	Spring	Yes		
2	Suwannee	Charles	2014	Spring	Yes		
2	Suwannee	Anderson	2015	Spring	Yes	Yes	
1	Suwannee	Falmouth	2015	Spring	Yes	Yes	
1	Suwannee	Lime Run Sink	2015	Spring	Yes	Yes	
1	Suwannee	Fanning	<b>Adopted</b>	Spring	Yes		
1	Suwannee	Manatee	<b>Adopted</b>	Spring	Yes		
2	Suwannee	Lime	2015	Spring	Yes	Yes	
2	Suwannee	SUW923973 (Stevenson)	2015	Spring	Yes	Yes	
1	Suwannee	Alapaha Rise	2015	Spring	Yes	Yes	
1	Suwannee	Holton Creek Rise	2015	Spring	Yes	Yes	
2	Suwannee	SUW1017972 - Unnamed	2015	Spring	Yes	Yes	
2	Suwannee	Suwannee	2014	Spring	Yes	Yes	
3	Waccasassa	Levy (Bronson) Blue	<b>Adopted</b>	Spring	Yes		
2	Withlacoochee	Suwanacoochee	2015	Spring	Yes	Yes	
1	Withlacoochee	Madison Blue	<b>Adopted</b>	Spring	Yes	Yes	2014
2	Withlacoochee	Pot	2015	Spring	Yes	Yes	

# SRWMD MFL Schedule - 2014



## MEMORANDUM

TO: Governing Board

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

DATE: September 27, 2013

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

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute a cost-share agreement with the St. Johns River Water Management District (SJRWMD) for the North Florida Regional Water Supply Partnership facilitation services for an amount not to exceed \$68,456 for fiscal year 2013/2014.**

### BACKGROUND

The objective of this agreement is to continue sharing the cost of the Florida Conflict Resolution Consortium (FCRC) Consensus Center through Florida State University to provide meeting facilitation assistance and related support to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (Committee). The FCRC was created by the Florida Legislature and based in Tallahassee at Florida State University. The District and the SJRWMD have been sharing the funding for FCRC's facilitation services to the Committee. This cost-share agreement will continue funding these services through fiscal year 2013/2014 (September 30, 2014).

Facilitation services provided by the FCRC will continue to include: facilitation of Committee meetings and guide the Committee toward accomplishing its goals; preparation and distribution of agendas and meeting materials; preparation and distribution of meeting minutes; preparation and maintenance of the Committee work plan; and coordination of all communication between Committee members and District staff. Contracting independent facilitation services has provided for significant savings in staff time estimated to be 80 hours per month allowing staff from both districts to focus on meeting content, preparation of technical presentations, and analyses requested by the Committee.

The total fiscal year 2012/2013 cost was \$102,683 which included facilitation of nine meetings in which the District shared half of the the cost with SJRWMD (\$51,342). At the end of fiscal year 2012/2013, the SJRWMD contributed at total of \$116,931 with the District contributing a total of \$51,342. The total fiscal year 2013/2014 cost is estimated to be \$136,910 for facilitation of 12 meetings, with the District providing half of the cost (\$68,456). It is important to note that the

cost per meeting has not increased. District staff anticipates that this process will continue through September 2015.

Attached is an evaluation summary showing committee members' satisfaction with the meetings and the facilitators. Since June 2012, the average satisfaction rating for the facilitators was 9.2 indicating "Very Good" according to the ranking criteria. Further details can be found on the attachment.

Funding for this item is budgeted in the Water Supply fiscal year 2013/2014 budget.

CH/dd

**NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP  
STAKEHOLDER ADVISORY COMMITTEE**

**EVALUATION SUMMARY REPORT—FACILITATION, MEETING SATISFACTION, MEETING OBJECTIVES**

**RANKING SCALE CRITERIA**

10	9	8	7	6	5	4	3	2	1
Excellent Superior	Very Good	Good	Acceptable	Fair	Average	Mediocre Sub-Par	Poor	Very Poor	Extremely Poor

**NFRWSP SAC FACILITATION EVALUATION RESULTS SUMMARY—JUNE 2012-AUGUST 2013**

EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
The members followed the direction of the Facilitator.	9.0	9.3	8.8	9.1	9.4	9.2	9.2	9.3	9.3	9.8	9.3	9.5	9.1
The Facilitator made sure the concerns of all members were heard.	9.6	9.6	9.2	9.3	9.5	9.6	8.6	9.7	9.6	9.8	9.5	9.6	9.2
The Facilitator helped us arrange our time well.	8.9	9.5	8.7	9.3	8.8	9.0	8.8	9.7	9.3	9.6	9.3	9.5	8.6
Participant input was documented accurately in Facilitator's Report.	8.8	9.4	8.9	8.8	9.1	9.1	9.5	9.6	9.4	9.7	9.5	9.6	9.2
I was very satisfied with the services provided by the Facilitator.	8.3	8.9	7.8	8.6	8.6	9.0	8.1	9.4	9.4	9.2	9.3	9.4	8.8
<b>AVERAGE RANKING</b>	<b>8.9</b>	<b>9.3</b>	<b>8.7</b>	<b>9.1</b>	<b>9.1</b>	<b>9.2</b>	<b>8.8</b>	<b>9.5</b>	<b>9.4</b>	<b>9.6</b>	<b>9.4</b>	<b>9.5</b>	<b>9.0</b>

*Average rank using a 0 to 10 scale, where 0 means totally disagree and 10 means totally agree.*

**NFRWSP SAC MEETING SATISFACTION EVALUATION RESULTS SUMMARY—JUNE 2012-AUGUST 2013**

EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
Overall, I am very satisfied with the meeting.	7.7	8.6	5.9	8.2	8.0	8.5	7.4	8.6	8.9	8.4	8.5	8.1	8.2
I am satisfied with the outcome of the meeting.	7.3	8.3	5.7	7.7	7.6	8.0	7.2	8.7	9.1	8.3	8.5	8.0	8.4
<b>AVERAGE RANKING</b>	<b>7.5</b>	<b>8.5</b>	<b>5.8</b>	<b>7.8</b>	<b>7.8</b>	<b>8.3</b>	<b>7.3</b>	<b>8.7</b>	<b>9.0</b>	<b>8.4</b>	<b>8.5</b>	<b>8.1</b>	<b>8.3</b>

**NFRWSP SAC MEETING OBJECTIVES EVALUATION RESULTS SUMMARY—JUNE 2012-AUGUST 2013**

EVALUATION QUESTIONS	JUNE 2012	AUG. 2013	SEPT. 2012	OCT. 2012	DEC. 2012	JAN. 2013	FEB. 2013	MAR. 2013	APR. 2013	MAY 2013	JUNE 2013	JULY 2013	AUG. 2013
<b>AVERAGE RANKING FOR ALL OF THE MEETING OBJECTIVES (primarily presentations)</b>	<b>7.3</b>	<b>9.1</b>	<b>7.8</b>	<b>7.9</b>	<b>7.8</b>	<b>8.0</b>	<b>8.5</b>	<b>9.1</b>	<b>9.2</b>	<b>9.1</b>	<b>8.7</b>	<b>9.2</b>	<b>8.4</b>

# North Florida Regional Water Supply Partnership

## Motion to Continue Committee's Support Structure

North Florida Regional Water Supply Partnership- Stakeholder Advisory Committee

September 23, 2013

***Motion: J. Michael O'Berry, 2<sup>nd</sup> - Commissioner Gene Higginbotham***

“The SAC recommends that the Governing Boards of the Suwannee River Water Management District and the St. Johns River Water Management District continue with the Committee's current support structure including the facilitators and the Districts' technical and logistical support team.”

*Unanimously adopted by the NFRWSP Stakeholder Advisory Committee*

## MEMORANDUM

TO: Governing Board

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

DATE: September 27, 2013

RE: Authorization to Increase Contract with Huss Drilling, Inc., for Test-Well Drilling Services for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to increase Contract No. 12/13-211 with Huss Drilling, Inc., for Test-Well Drilling Services at Mallory Swamp through September 30, 2014, and negotiate additional services not to exceed \$68,815.**

### BACKGROUND

On September 4, 2013, the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (Project) was one of ten projects selected to receive State funding to improve springs flow and quality. The level of funding for this project is \$1,548,000. The goal of the Project is to optimize dispersed water storage on Mallory Swamp and convey that water to selected Upper Floridan aquifer (UFA) recharge sites to the east. The UFA will be recharged through natural systems and aquifer recharge wells. The increased aquifer recharge will sustain and improve spring and river flows along the middle Suwannee River and augment self-supplied agricultural water use in the area.

A vital component of the Project is to assess the hydrogeologic conditions in the area in order to select the best locations to construct aquifer recharge wells. This assessment is conducted by drilling test wells at various locations and transects to the east of Mallory Swamp. One test well has been completed, and four more are under contract with Huss Drilling, Inc. The purpose of this request is to expand the drilling program to include up to 12 UFA test wells and up to eight shallow wells. Hydrogeologic data will be collected and evaluated from all wells, including water levels and water level elevations, rock cores, drill cuttings and sediment descriptions, and aquifer performance tests.

The District's current contract with Huss Drilling, Inc., for \$25,000, expires on November 30, 2013. Huss Drilling, Inc.'s, services and requirements to the District under Contract 12/13-211 are tied to St. Johns River Water Management District's (SJRWMD) Contract 27227 (in effect through September 2014). As stated in ITEM 21 of the Contract Documents for Bid No. 27227: "*Other State of Florida governmental entities may purchase from the Agreement to be awarded*

*pursuant to this bid...Eligible users of this Bid include other water management districts..*". The value of using Huss Drilling, Inc., for the Project services is that they were selected by the SJRWMD through a competitive bid process under Section 287.057, Florida Statutes. As a result, the District may extend the contract with the understanding that Huss Drilling, Inc., was selected through a competitive process. Furthermore, District contracting policy allows the use of another District's contract.

The Scope of Work and Rate Schedule are attached. Funds for these contractual services are District funds that will be part of the \$277,000 cost-share match to the Florida Department of Environmental Protection Grant.

/dd

**Scope of Work**  
**Mallory Swamp Drilling**  
**Phase II-B**

The Suwannee River Water Management District (District) is continuing its investigation of the potential to recharge the Upper Floridan aquifer (UFA) by capturing excess stormwater and diverting the flows into aquifer recharge wells. The continuing Phase II drilling effort (Phase II-B) is focused east of Mallory Swamp in southeastern Lafayette and northeastern Dixie counties.

Phase II-B includes construction of up to three (3) two-inch diameter surficial aquifer system (SAS) piezometers for the purpose of collecting water-level elevation data, and nine (9) four-inch diameter UFA monitor wells for the purpose of collecting water-level elevation and hydrogeologic data. Toward this end, the District wishes to continue to engage HDI under the terms and conditions of existing Contract #12/13-211 between the District and HDI (CONTRACT).

The following Scope of Work is provided for your consideration. Based upon the Scope of Work, please provide a time and materials cost estimate based upon the unit prices in the attached Rate Schedule of the CONTRACT. Time is of the essence and we appreciate your prompt cost estimate to this scope of work.

**Scope details**

SAS Piezometers:

- Three (3), two-inch diameter Schedule 40 PVC-piezometers to 30 feet below land surface (bls) maximum total depth, drilled to the following specifications:
  - Each piezometer will be drilled using 4.25-inch inside diameter hollow-stem augers
  - SPT, 5-foot centers, 0 – 30 feet bls (estimated), each
  - Each piezometer will be constructed with a maximum 20 feet of 0.01-inch threaded flush-joint well screen and 10 feet of 0.01-inch threaded flush-joint casing, with specific final construction of each piezometer determined by a District geologist
  - Sand pack each piezometer with 20/30 sand pack from total depth to 1-2 feet above the top of screen
  - Hole plug, as required, above sand pack and native fill to two feet from land surface
  - Develop each piezometer until discharge is free of particulate material or until District geologist determines development is complete (assume 30 minutes each)
  - Finish each piezometer no less than 2 feet above grade within a four-inch protective steel casing set in cement grout from two feet below land surface with locking cover (three total); two-inch locking PVC J-plug (three total); 2' X 2' X 4" concrete pad (three total), and fill the annular space between protective casing and piezometer with cement grout to within six inches of the upper well terminus
  - Install up to four bollards protecting each well (total 12)

### UFA Wells:

- Nine (9), four-inch diameter Schedule 40 PVC-cased wells to 80 feet bls maximum total depth drilled to the following specifications:
  - Mud rotary drill bore
  - SPT, 5-foot centers, 0 – 30 feet bls for each well (estimated)
  - Rock core, 30 – 80 feet bls for each well (estimated)
  - Grout eight-inch diameter Schedule 40 PVC pit casing into rock – assume 30 feet for each well
  - Grout four-inch diameter Certa-Lok casing into rock for each well (Schedule 40 PVC integral bell joint casing) – assume 40 feet each
  - Open hole well completion (assume 40 feet, each well)
  - Bentonite, Hole Plug and grout, as required
  - Develop each well until discharge is free of particulate material or until District geologist determines development is complete (assume 1.5 hours for each well)
  - Specific capacity testing using a four-inch submersible pump with a capacity of no less than 25 gpm (assume two hours for each well)
  - Finish each well no less than 2 feet above grade within a six-inch protective steel casing set in cement grout from two feet below land surface with locking cover (nine total); four-inch locking PVC J-plug (nine total); 2' X 2' X 4" concrete pad (nine total); and fill the annular space between protective casing and each well with cement grout to within six inches of the upper well terminus
  - Install four bollards protecting each well (36 total)
  - 45 core boxes

### Site Conditions and Permitting:

- Expect no electricity and no makeup water readily available onsite
- Contractor will apply online for water well construction permits. Up to eight monitoring wells (wells or piezometers) with similar construction located on the same parcel may be applied for on one permit application. No permit fees will be charged for wells constructed for this project. Contractor will be responsible for submitting well completion reports online to the District within thirty days of well/ piezometer completion.

Please do not hesitate to contact Dale Jenkins at (386) 647-3110 (W); (386) 647-6172 (C); or [djr@srwmd.org](mailto:djr@srwmd.org) with any questions.

Item	Unit	Unit Cost	Quantity	Total Cost
Mob/Demob	ea.	1,000.00	1	1,000.00
Standby	hr	125.00		0.00
Rig Time	hr	225.00		0.00
Well development	hr	175.00	33	5,775.00
Mobilization without Rig (per site,not per well)	Per Site	400.00		0.00
Well Head Repair	Hour	125.00		0.00
<i>Sample</i>				0.00
SPT Boring 0-50ft, 5-ft centers	ft	14.00	360	5,040.00
Additional SPT samples	each	40.00		0.00
SPT 50-100 ft	ft	16.00		0.00
SPT 100-150 ft	ft	18.00		0.00
SPT 150-200 ft	ft	22.00		0.00
SPT 200-250 ft	ft	28.00		0.00
Core 0-50 ft (2"-3" ID barrel)	ft	38.00	180	6,840.00
Core 50-100 ft	ft	38.00	270	10,260.00
Core 100-150 ft	ft	38.00		0.00
Core 150-200 ft	ft	38.00		0.00
Core 200-250 ft	ft	40.00		0.00
Core 250-800 ft	ft	40.00		0.00
Shelby Tube	each	80.00		0.00
<i>Drill</i>				0.00
6 <sup>1/4</sup> inch ID HAS bore	ft	16.00		0.00
4 <sup>1/4</sup> inch ID HAS bore	ft	12.00	90	1,080.00
16 inch dia. mud rotary bore	ft	22.00		0.00
12 inch dia. mud rotary bore	ft	18.00	270	4,860.00
8 inch dia. mud rotary	ft	16.00	360	5,760.00
4 inch dia. mud rotary	ft	12.00		0.00
<i>Casing (installed)</i>				0.00
12 inch diameter PVC casing	ft	18.00		0.00
8 inch diameter PVC casing	ft	14.00	270	3,780.00
4" dia. Steel surface casing, Install and retrieve	ft	10.00		0.00
4" dia. Certa Lok Intergal Bell Joint Sch 40 PVC casing	ft	10.00	360	3,600.00
4" dia. Threded flush joint SCH 40 PVC casing. No glue	ft	10.00		0.00
4" dia. Threded flush joint SCH 40 PVC 10 screen. No glue	ft	14.00		0.00
2" dia. Threded flush joint SCH 40 PVC casing. No glue	ft	6.00	30	180.00
2" dia. Threded flush joint SCH 40 PVC 10 screen. No glue	ft	10.00	60	600.00
<i>Grout / Materials (installed)</i>				0.00
20/30 sand filter pack	per 50# bag	40.00	42	1,680.00
Bentonite	per 50# bag	30.00	12	360.00
Grout Casing	94# bag	30.00	168	5,040.00
Hole plug	per 50# bag	30.00	90	2,700.00
Sand/gravel	cu. yd	100.00		0.00
<i>Miscellaneous</i>				0.00
Standard Suite of Geophysical Logs	per set	1,700.00		0.00
Bollards	ea	40.00	48	1,920.00
Core Boxes	ea	20.00	45	900.00
Bolt Down 8" x 12" Manhole	ea	100.00		0.00
6" dia. protective steel casing with locking cover	ea	400.00	9	3,600.00
4" dia. protective steel casing with locking cover	ea	350.00	3	1,050.00
4" Locking PVC J-Plug	ea	35.00	9	315.00
2" Locking PVC J-Plug	ea	25.00	3	75.00
4" Brass Gate Valve	ea	200.00		0.00
2'x2'x4" concrete pad	ea	200.00	12	2,400.00

Total: 68,815.00

## MEMORANDUM

TO: Governing Board  
FROM: Erich Marzolf, Ph.D., Division Director, Water Resources  
DATE: September 27, 2013  
RE: Agricultural Water Use Monitoring Update

# Update on Agricultural Water Use

## BACKGROUND

District permits for agricultural water use contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff has determined that estimating water use with electrical data is the least cost method.

A letter dated September 3, 2013, from Mr. Quincey, the Governing Board Chair, was sent to each member of the Board of Directors of Suwannee Valley, Tri-County, Central Florida and Clay Electric Cooperatives requesting assistance with agricultural water use monitoring.

Staff is scheduled to attend the Central Florida Electric Cooperative Board of Directors meeting on October 21, 2013, at 6:00 p.m.

Jon Dinges and Kevin Brown, Governing Board Member, attended the Tri-County Electric Cooperative Board of Directors meeting on September 9, 2013, at 7:00 p.m. Staff will be attending the October 14, 2013, Board of Directors meeting at 7:00 p.m.

District staff has also been in communication with the Public Service Commission staff to explore potential opportunities for the Commission to assist with the agricultural monitoring program.

The District has sent invoices totaling \$132,280.29 to the Florida Department of Agriculture and Consumer Services for reimbursement for the installation of agricultural water use monitoring devices.

As of the end of September 2013, there will be 170 units deployed. This is approximately 42 percent of the operational wells identified with monitoring conditions since 2011 when the Governing Board first included a monitoring condition.

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

EM/dd

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 27, 2013

RE: Authorization to Revoke Permit WUP00-0040M3 – Santa Fe Springs, LLC,  
Columbia County

**Staff recommends the Governing Board authorize revocation proceedings for Water Use Permit WUP00-0040M3, for two or more years of non-use of the water supply, pursuant to section 373.243, Florida Statutes (F.S.).**

BACKGROUND

WUP00-0040M3 was issued on September 24, 2009, to Santa Fe Springs, LLC, for beverage processing use with an allocated daily withdrawal of 0.15 million gallons per day. The permit was issued for the duration remaining on the previous permit (expiration date of April 10, 2020).

This permit contains a special condition (condition # 30) requiring a letter of intent to construct a bottling facility adjacent to the project property and use of the water for beverage processing purposes within two years of the letter of intent. The letter of intent was received on September 22, 2011, and no use of the water supply for beverage processing uses has begun.

Pursuant to section 373.243, F.S., the Governing Board may revoke a WUP where the water source has not been used for a period of two or more years. Such revocation must follow the proceedings in section 120.60, F.S., which requires the District to serve an administrative complaint to the permittee.

WZ/tm  
Attachment A



**SUWANNEE  
RIVER  
WATER  
MANAGEMENT  
DISTRICT**

9225 CR 49  
LIVE OAK, FLORIDA 32060  
TELEPHONE: (386) 362-1001  
TELEPHONE: 800-226-1066  
FAX (386) 362-1056

**WATER USE PERMIT  
NO. WUP00-0040M3**

**ISSUED TO:**

SANTA FE SPRINGS, LLC  
701 SOUTH HOWARD AVE, STE 202  
TAMPA, FL 33606

DATE MODIFIED: 09/24/2009  
DATE EXPIRES: 04/10/2020

**PROJECT: SANTA FE SPRINGS, LLC**

**AUTHORIZING:** The average daily withdrawal and use of 0.1500 million gallons per day or a maximum daily withdrawal and use of 0.1500 million gallons per day for a total annual allocation not to exceed 54.750 million gallons per calendar year.

**LOCATED IN:** Columbia County, Township 7 South, Range 16 East, Section 22, Township 7 South, Range 16 East, Section 27, Township 7 South, Range 16 East, Section 34

This Permit is issued pursuant to Application WUP00-0040M3, dated August 04, 2009, for the Use of Water as specified above and subject to the Conditions as set forth below. Said Application, including all plans and specifications attached thereto, is by reference made a part hereof. If there is any conflict between the Application and the conditions of this Permit, the Permit shall supersede.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Ch. 373, Fla. Statutes and applicable rules and regulations of the Suwannee River Water Management District.

In compliance with Florida Statutes, the District is establishing Minimum Flows & Levels (MFLs) for priority water bodies within the Suwannee River Water Management District. In some cases, these MFLs may indicate that there is insufficient water available to protect the water resources from significant harm as defined by the District Governing Board. In such cases, it may be necessary for the District to modify existing water use permits in order to provide protection from significant harm to the water resources.

Therefore, upon written notice to the permittee, this permit may be modified in accordance with provisions of Ch. 373, Fla. Statutes, and applicable rules and regulations of the Suwannee River Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

**STANDARD CONDITIONS ARE AS FOLLOWS:**

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as unconfined floridan aquifer for privately owned bottled water plant.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.

**Special limiting conditions made part of this permit are as follows:**

4. All permits issued pursuant to District rules are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.
5. Annual average allocation (ADR) is 0.150 million gallons per day (mgd) and maximum daily allocation (MDR) is 0.150 mgd for bottled water production.
6. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(3)(a)4., F.A.C.
7. Application for a permit modification may be made at any time.
8. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
9. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
10. If any of the statements in the application for permit or in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, Florida Statutes (F.S.), Chapter 40B, Florida Administrative Code (F.A.C.), or the conditions set forth herein, the Governing Board may revoke this permit in accordance with Rule 40B-2.341, F.A.C., following notice and hearing.

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11. In accordance with 373.236, F.S., the permittee shall file a report with the District every five (5) years for the duration of this permit. The report shall include a current well inventory with pump capacities, details of any wells that have been inactive for two (2) or more years, changes in property ownership, and any other significant information that has changed since the permit was issued. The District reserves the right to reopen this permit following a review of the report and make modifications to the permit conditions and/or the quantity of water allocated. The District also reserves the right to make an assessment of the permittee's water uses following review of the report.
12. In the event the Suwannee River Water Management District (District) declares that a water shortage exists pursuant to its rules, the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
13. Permittee shall mitigate, to the satisfaction of the District, any unforeseen adverse impact on existing legal uses, existing off-site land uses, and to the natural systems as a consequence of withdrawals permitted herein. If adverse impacts occur, or are imminent, the District reserves the right to curtail future withdrawal rates or otherwise modify the permit. Adverse impacts include, but are not limited to:
- a. Reduction in groundwater levels that impairs the ability of the well to produce water by a rate of ten percent (10%) or greater;
  - b. Reduction in levels in any adjacent water body such as a lake, pond, river, spring, or retention/detention area that impairs the designated function of the water body or the ability for a permitted withdrawal facility to produce water by a rate of ten percent (10%) or greater;
  - c. Saline water intrusion or induced movement of pollutants into the water supply of an adjacent water use, resulting in harm due to a reduction in water quality;
  - d. Land collapse or subsidence caused by reduction in water levels;
  - e. Damage to crops and other types of vegetation;
  - f. Harm to a naturally occurring water body such as river, spring, lake, pond, or wetland by reducing water levels or hydroperiod; and
  - g. Harm to the natural system including damage to habitat for endangered or threatened species, or species of special concern.
14. Prior to the operation of the production well(s) for bottled water use, they shall be equipped with totalizing flow meters or other measuring devices as approved in writing by the District. Such devices shall have and maintain accuracy within five percent (5%) of the actual flow as installed. Once the meters are installed, daily readings shall be taken and reported on a monthly basis to the District on or before the 15th day of the following month for all withdrawals during the preceding calendar month. If a metered withdrawal is not utilized during a given month, a report shall be submitted to the District indicating a zero (0) gallon usage.

Permit No.: WUP00-0040M3

Project: SANTA FE SPRINGS, LLC

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15. Source classification is ground water from the Floridan aquifer system.
16. The District may collect water samples from any withdrawal point listed in the permit or may require the Permittee to submit water samples when the District determines there is a potential for adverse impacts on water quality.
17. The District reserves the right to open this permit, following notice to the Permittee, to include a permit condition prohibiting withdrawals if Santa Fe Spring has a significantly reduced flow.
18. The District, pursuant to Chapter 373, F.S., and its rule authority may modify, reduce or declare inactive all or a portion of this permit to address water shortage conditions.
19. The Governing Board may modify this permit based on a minimum flow or level adopted by the Governing Board pursuant to Section 373.042, F.S.
20. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local, and any other district permitting requirements.
21. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers or streams fall below any minimum levels, if established by the Governing Board.
22. The Permittee shall have all flow meters checked for accuracy no less than once every three (3) years within 30 days of the anniversary date of the operation of wells for bottled water production. The meters must be recalibrated if the difference between the actual flow and the meter reading is greater than five percent (5%). The Permittee shall maintain records of said meter checks and calibrations.
23. The Permittee shall maintain all flow meters. In case of failure or breakdown of any meter, the District shall be notified in writing within five (5) days of discovery. A defective meter shall be repaired or replaced within 15 days of discovery.
24. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.
25. The Permittee shall notify the District 30 days prior to any sale or conveyance of permitted water withdrawal facilities or the land on which the facilities are located.
26. The Permittee shall provide access to District representatives to enter the property during normal business hours to inspect the facility and make environmental or hydrologic assessments. The Permittee shall either accompany the District staff onto the property or make provisions for

Permit No.: WUP00-0040M3

Project: SANTA FE SPRINGS, LLC

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2011

access onto the property. Further, the Permittee shall provide the District representative access to records maintained regarding the use of groundwater by the facility. The Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes as authorized by this permit.

27. The Permittee shall submit to the District a detailed environmental monitoring program (EMP) for District approval no later than 90 days prior to construction of production wells as a water bottling source. The Permittee shall not withdraw water until the District approves the EMP in writing. The EMP shall be ongoing for the duration of the permit and shall be implemented at the sole expense of the Permittee. The EMP shall include, but not be limited to, the following elements:

- a. Surfacewater levels within the pool of Santa Fe Spring.
- b. Flow rate within the spring run between Santa Fe Spring and the Santa Fe River.
- c. Groundwater levels and groundwater quality in the vicinity of the production wells. Groundwater levels must be monitored with at least two monitoring wells proximate to the production well(s) on the Permittee's property, one well up-gradient of the production well(s) and one well down-gradient of the production well(s).
- d. Aquifer properties of any production well constructed for withdrawals authorized by this permit. Aquifer properties must be obtained through an aquifer performance test conducted at or above the intended pumping rate of the production well(s).
- e. Quantitatively sample periphytic algae, submerged aquatic vegetation, benthic invertebrates and fishes in Santa Fe Spring pool, spring run, and in the Santa Fe River at one location upstream and one location downstream of the spring run confluence. These should be conducted at least semi-annually (twice per year) and must be conducted concurrent with other sampling (spring flow, water chemistry, and groundwater sampling).

The Permittee shall include global positioning system (GPS) coordinates of all sampling locations.

28. The classification is commercial use, which in this case is for a bottled water plant on property adjacent to the withdrawal site. The water withdrawal shall not be transported other than to the bottled water plant on the adjacent property.

29. The permitted average daily allocation (ADR) is dependent on Santa Fe River flow rate during low flow events as stated below:

Santa Fe River flow at the gage near Fort White, in cubic feet per second (cfs)

- a. Greater than or equal to 753 cfs, 0.150 MDR for the duration of the permit;
- b. Less than 753 cfs (5-year recurrence), 0.113 MDR for 1 day or until flow exceeds 753 cfs;
- c. Less than 610 cfs (20-year recurrence), 0.075 MDR for 1 day or until flow exceeds 610 cfs;
- d. Less than 550 cfs (50-year recurrence), 0.038 MDR until flow exceeds 550 cfs;
- e. Less than 510 cfs (100-year recurrence), no withdrawal until flow exceeds 550 cfs.

The District may waive reductions in the MDR if the Permittee affirmatively demonstrates to the satisfaction of the District that withdrawals during the hydrologic conditions defined above will have no adverse impact upon the spring conduit system, the spring run, or the Santa Fe River.

30. The permittee shall have two years from the effective date of this permit modification to obtain a new letter of intent indicating an agreement between the permittee and a third party to develop a water bottling plant on the permittee's property adjacent to the withdrawal location. Thereafter, the permittee has an additional two years within which to commence construction of a water bottling plant. In the event permittee does not either, (1) provide District said letter of intent within two years of the effective date of this permit modification or (2) does not commence construction of a water bottling plant on permittee's property adjacent to the withdrawal location, within two years after the date of delivery to the District of said letter of intent, the District may initiate proceedings to revoke the permit in whole, pursuant to section 373.243, F.S.
31. This permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the permit and in Chapter 40B-2, F.A.C.
32. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board may modify this permit or revoke this permit following notice and hearing.
33. This permit shall expire on April 10, 2020.
34. This permit supercedes 2-00-00040M2.
35. Water withdrawals authorized by this permit shall be used only for bottling on the property located in Township 7 South, Range 16 East, Sections 22, 27, and/or 34.
36. Withdrawal facilities are as follows: Well number 1, proposed, 8-inch diameter casing, 315 gallons per minute capacity.



SEAL

SUWANNEE RIVER WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

By

*David Stull*

SECRETARY

*[Signature]*  
DISTRICT RULES CLERK

*September 24, 2009*

DATE

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### NOTICE OF RIGHTS

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

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.

8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

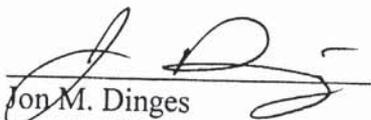
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

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

SANTA FE SPRINGS, LLC  
701 SOUTH HOWARD AVE, STE 202  
TAMPA, FL 33606

At 4:00 p.m. this 5<sup>th</sup> day of Oct., 2009.



Jon M. Dinges  
Deputy Clerk  
Suwannee River Water Management District  
9225 C.R. 49

Permit No.: WUP00-0040M3

Project: SANTA FE SPRINGS, LLC

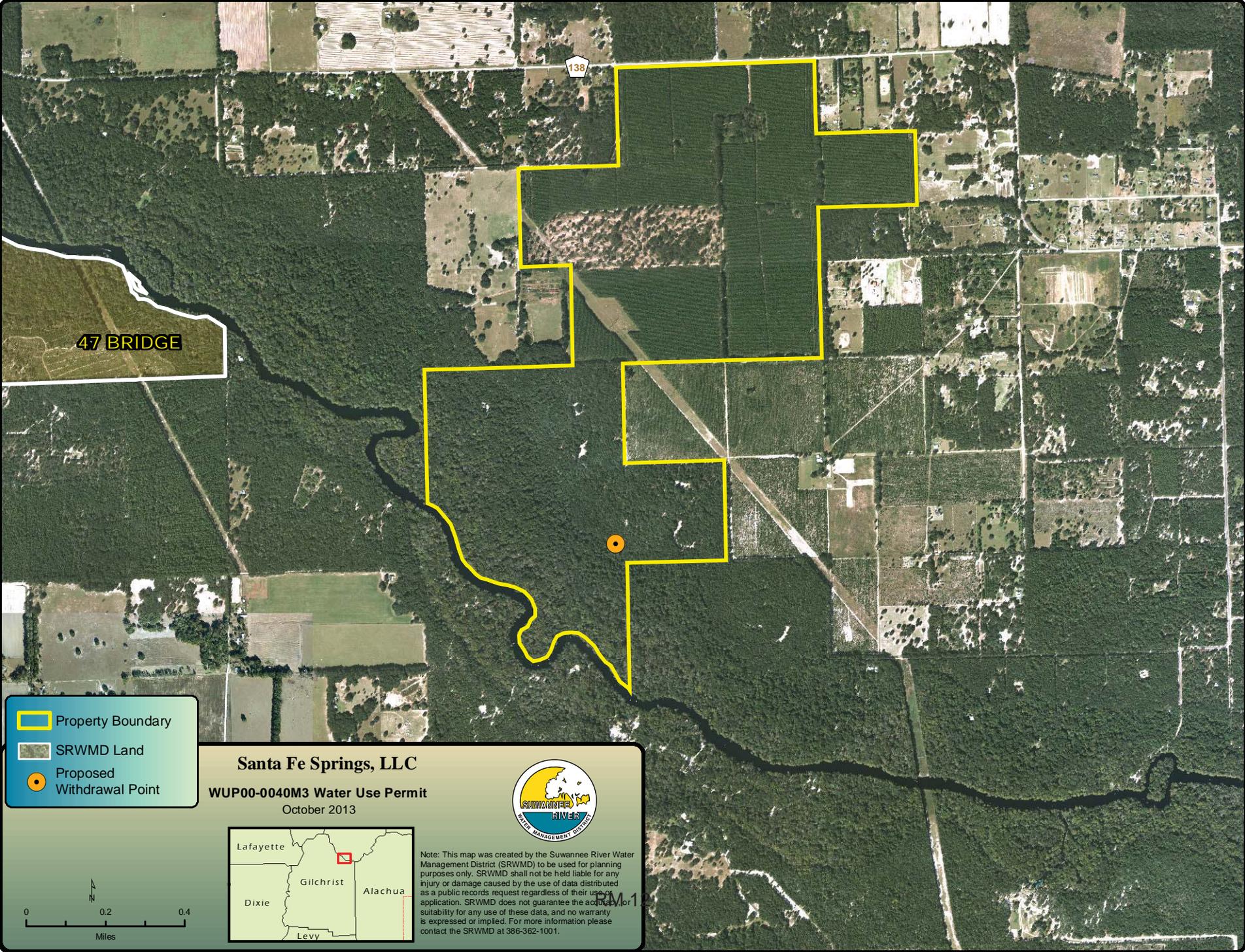
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Live Oak, Florida 32060  
386.362.1001 or 800.226.1066 (Florida only)

cc: File Number: WUP00-0040M3



47 BRIDGE

138

-  Property Boundary
-  SRWMD Land
-  Proposed Withdrawal Point

### Santa Fe Springs, LLC

WUP00-0040M3 Water Use Permit

October 2013



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

## MEMORANDUM

TO: Governing Board

FROM : Tim Sagul, Division Director, Resource Management

DATE: September 27, 2013

RE: Authorization to Initiate Enforcement Regarding Allen Dean, CE12-0021, Taylor County

### RECOMMENDATION

**Staff recommends the Governing Board authorize initiation of enforcement regarding Allen Dean, Taylor County.**

### BACKGROUND

A Notice of Violation was sent to Mr. Dean on July 26, 2013, for four counts of unlicensed water well contracting. Staff met with Mr. Dean at the District on August 12, 2013, where he agreed to cease construction, repair, and abandonment of water wells until licensed by the District. District staff completed inspections of the wells to which they were granted access on August 20, 2013.

District staff contacted Mr. Dean on August 19, 2013, to negotiate payment of statutory penalties and was unable to reach consent. Furthermore, on August 29, 2013, District staff received a call from a citizen requesting verification of Mr. Dean's status as a licensed water well contractor prior to having a well drilled by him, indicating that Mr. Dean had resumed unlicensed water well contracting in Taylor County; and, without imposition of a penalty through an Administrative Complaint and Order, Mr. Dean will continue to practice unlicensed water well contracting in the District.

WZ/tm

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 27, 2013

RE: Approval of Resolution No. 2013-18 for Fiscal Year 2013-2014, Legislative Appropriations Act, for Environmental Resource Permitting, Delineated Areas, and Wetlands Protection.

RECOMMENDATION

**Staff recommends the Governing Board approve Resolution No. 2013-18, requesting the release of \$740,000 in Legislative Appropriations from the Secretary of the Department of Environmental Protection.**

BACKGROUND

The Florida Legislature has included funding for the District in Chapter 2013-40, Laws of Florida, Senate Bill 1500, in the 2013-2014 Appropriations Act as follows:

- Line Item 1593           \$453,000 for Environmental Resource Permitting from Water Management Lands Trust Fund
- Line Item 1594           \$40,000 for Permitting Assistance from the Water Management Lands Trust Fund regarding Delineated Areas
- Line Item 1595           \$247,000 for Wetlands Protection from the Water Management Lands Trust Fund

The Legislature directed that these funds be administered by the Department of Environmental Protection and be made available for use by the District. Approval of the recommendation will enable staff to receive funds in fiscal year 2013-2014. Staff will request disbursement of funds at the end of each quarter.

TS/tm

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
RESOLUTION NUMBER 2013-18**

**REQUEST TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RELEASE OF  
OPERATION BUDGET FUNDS  
FISCAL YEAR 2013-2014**

**WHEREAS**, the District requested funds to implement the Environmental Resources Permitting, Wetlands Protection Programs and Water Well Permitting Assistance in Delineated Areas within the District; and

**WHEREAS**, Chapter 2013-40, Laws of Florida, Senate Bill 1500, General Appropriations Act FY2013-2014, line items 1593-1595, the Florida Legislature appropriated to the Suwannee River Water Management District four hundred fifty-three thousand dollars (\$453,000) from the Water Management Lands Trust Fund to implement Environmental Resource Permitting, forty thousand (\$40,000) from the Water Management Land Trust Fund to implement Delineated Areas and Water Well Permitting Assistance, and another two hundred forty-seven thousand dollars (\$247,000) from the Water Management Lands Trust Fund to implement Wetlands Protection, and

**WHEREAS**, the Environmental Resource Permitting, Wetlands Protection, and Water Well Permitting Assistance programs are included in the District's core mission, and

**WHEREAS**, Section 373.501(1), Florida Statutes, includes a process for disbursing the funds to the water management districts upon receipt of a resolution adopted by the Governing Board.

**NOW THEREFORE**, be it resolved that the Governing Board of the Suwannee River Water Management District hereby requests the Secretary of the Department of Environmental Protection to release, in equal quarterly increments beginning October 1, 2013, those funds designated by the Legislature to implement the District's Environmental Resources Permitting, Wetland Protection Programs, and Water Well Permitting Assistance in Delineated Areas listed below:

Line Item 1593	\$453,000 for Environmental Resource Permitting from Water Management Lands Trust Fund
Line Item 1594	\$40,000 for Permitting Assistance from the Water Management Lands Trust Fund regarding Delineated Areas
Line Item 1595	\$247,000 for Wetlands Protection from the Water Management Lands Trust Fund

**BE IT FURTHER RESOLVED**, that these funds shall be subject to the requirements of Section 215.97, F.S., the Florida Single Audit Act.

**BE IT FURTHER RESOLVED** that these funds shall be subject to the requirements of Section 216.347, F.S. (Grant and Aids Lobbying Restriction); and

**BE IT FURTHER RESOLVED** that this resolution be transmitted to the Secretary of the Department; and

**BE IT FURTHER RESOLVED** that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary.

**PASSED AND ADOPTED THIS 10th Day of October 2013.**

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

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**MEMBERS OF THE BOARD:**

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

**ATTEST:**

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## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 27, 2013

RE: Ratification of the Board Chair's Agreement with the Federal Emergency Management Agency (FEMA) to Administer Risk MAP (Mapping, Assessment and Planning) for Federal Fiscal Year 2013

### RECOMMENDATION

**Staff recommends the Governing Board ratify the Board Chair's agreement with FEMA to receive \$465,000 to implement FEMA's Risk MAP Program in the Withlacoochee and Alapaha river basins.**

### BACKGROUND

The Suwannee River Water Management District (District) has been a Cooperating Technical Partner implementing FEMA's Map Modernization and Risk MAP programs. A five-year business plan has been approved by FEMA that identifies the District's vision and level of participation for supporting these programs. The Map Modernization program is completed. FEMA's Risk MAP program is ongoing in the District's river basins.

To implement this plan, District staff has developed a Mapping Activity Statement (MAS) for Federal FY2013 (our FY 2014) that details a step-by-step process to enhance the DFIRMs and provide Risk MAP products for the Withlacoochee and Alapaha river basins. The MAS for Federal FY2013 has been approved by FEMA and is ready to be executed. On September 11, 2013, FEMA allocated \$465,000 to the District to implement the MAS. The award documents were required to be executed by September 30, 2013, and the Board Chair took action to meet this deadline. FEMA will reimburse the District actual expenses on a monthly basis.

JL/tm

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: September 27, 2013

RE: Authorization to Extend Contract 09/10-097 with Jones Edmunds & Associates, Inc., for Gilchrist County Digital Flood Insurance Rate Maps (DFIRM) Updates.

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to extend contract 09/10-097 with Jones Edmunds & Associates, Inc., to complete the Gilchrist County DFIRM updates for the remaining amount of \$27,574.49 by February 28, 2015.**

BACKGROUND

The Suwannee River Water Management District (District) entered into an agreement with Jones Edmunds & Associates, Inc., on August 4, 2010, to provide DFIRM updates in Gilchrist County in accordance with the FY 2009 Mapping Activity Statement. The Federal Emergency Management Agency (FEMA) has decided to coordinate this project with the Lower Suwannee Watershed Risk MAP project and has approved a revised schedule that requires the final project tasks extend to February 2015. Therefore, a no-cost time extension is proposed to allow for the revised schedule accepted by FEMA.

FEMA will reimburse the District actual expenses on a monthly basis.

JL/tm

MEMORANDUM

TO: Governing Board  
 FROM: Tim Sagul, P.E., Division Director, Resource Management  
 DATE: September 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 August.

<b>August 2013</b>	<b>Received</b>					
ERP	Noticed General	General	Individual	Conceptual	Exemption Requests	Extension Requests
	15	3	2	0	0	1
	<b>Issued</b>					
	Noticed General	General	Individual	Conceptual	Exemptions Granted	Extensions Granted
	10	8	2	0	0	3

**Inspections and as-built certification**

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

	<b>Issued</b>	<b>Under Construction</b>	<b>Operation &amp; Maintenance*</b>	<b>Construction Inspections</b>	<b>As-built Inspections</b>
Permit Type				<b>August 2013</b>	<b>August 2013</b>
Exempt	190	157	33	0	0
Noticed General	447	307	140	0	1
General	394	229	165	1	2
10-2 Self Certifications	37	26	11	4	0
Individual	62	41	21	1	1
Conceptual	5	5	0	0	0
<b>TOTAL</b>	<b>1135</b>	<b>765</b>	<b>370</b>	<b>6</b>	<b>4</b>
<b>PERCENT</b>		<b>67%</b>	<b>33%</b>		

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

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

<b>File Number</b>	<b>Project Name</b>	<b>County</b>	<b>Issue Date</b>
ERP13-0075	Suwannee Lake Fish Management Restoration Project	Suwannee	9/16/2013

**Water Use Permitting and Water Well Construction**

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

<b>August 2013</b>	<b>Received</b>		<b>Issued</b>
Water Use Permits	5		15
<b>Water well permits issued: 127</b>			
Abandoned/destroyed	12	Livestock	3
Agricultural Irrigation	5	Monitor	19
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	2
Garden (Non Commercial)	0	Self-supplied Residential	82
Landscape Irrigation	3	Drainage or injection	0
Commercial or Industrial	1	Test	0

**Rulemaking Schedule  
October 2013**

**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	8/30/2013
Effective Date (tentative)	10/7/2013

**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 (tentative)	11/14/13
Send to JAPC (tentative)	11/30/13
Mail to DOS (tentative)	12/21/13
Effective Date (tentative)	1/14/14

**MEMORANDUM**

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

**Matters Staff is attempting to gain compliance without enforcement action**

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

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. **Staff has requested that the current attorney cease work on the enforcement file. In the event that the current owner does not follow through with correcting the violation, staff will have the file reopened.**

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

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. **The Administrative Complaint and Order was served. Staff has requested that the current attorney cease work on the enforcement file. The file will be transferred to Board Counsel to resolve.**

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

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.

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

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**

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

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. **Staff has requested that the current attorney cease work on the enforcement file. The file will be transferred to Board Counsel to resolve.**

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

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 sent a Consent Order (CO) to Mr. Midyette the week of July 12, 2013. Staff expects to hear back from Mr. Midyette by Sept 1, 2013, if he has signed the CO. The signed agreement will be brought back to the Governing Board for final resolution.**

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

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 3<sup>rd</sup> 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. **A mediation meeting was held July 29 at the Federal Courthouse in Jacksonville. The judge gave an October 15, 2013 deadline for resolution. Mr. Quincey, at the direction of the board, is working with Mr. Hill and will bring back a proposed settlement to the Board.**

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

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. **Mr. Quincey, at the direction of the Board, is working with Mr. Hill and will bring back a proposed settlement to the Board.**

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

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. **The property has changed ownership and staff is working with the new owner to resolve the violation. A permit application and request for variance is currently in-house and under review by District staff. Staff hopes to remedy this enforcement action without court action.**

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

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 (ILA) and County Manager is still interested in pursuing this approach. Staff from the District and County are editing the agreement and expect to present it to the Governing Board at their August meeting.

**The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the District on a revised agreement. Staff is waiting to hear back from Columbia County staff.**

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

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.

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Columbia County Attorney, Marlin Feagle, has reviewed the draft interlocal agreement (ILA) and County Manager is still interested in pursuing this approach. **The Governing Board approved the ILA, but the Columbia County Commission chose not to pass the agreement. They wish to continue working with the district on a revised agreement. Staff is waiting to hear back from Columbia County staff.**

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: September 27, 2013  
RE: Selection of Financial Auditor for Fiscal Year 2013-2014

RECOMMENDATION

**The Governing Board Audit Committee recommends the Governing Board enter into contract with Powell & Jones CPAs for financial audit services for a cost not to exceed \$24,900 for fiscal year 2013-2014.**

BACKGROUND

At its August 13, 2013, meeting the Audit Committee directed the preparation and advertisement of a request for proposals to procure financial auditing services for Fiscal Year 2013-2014.

Staff advertised a request for proposals on August 27, 2013. Proposals were opened on September 13, 2013, with three firms responding. The Audit Committee met on September 24, 2013, and ranked the responses based on qualifications, experience and performance, location, cost effectiveness, and proposed management plan as follows:

Ranking	Firm	Location	Cost
1	Powell & Jones CPAs	Lake City, FL	\$24,900
2	Purvis, Gray & Company, LLP	Gainesville, FL	\$33,500
3	Carr, Riggs, and Ingram, LLC	Gainesville, FL	\$32,000

The Committee authorized Dr. Shortelle to negotiate and prepare a contract with the number one ranked firm, Powell & Jones CPAs of Lake City, Florida. This contract is to be for a one-year term, with the possibility of two one-year renewals. A draft contract will be provided to you prior to the October Board meeting.

gal

## MEMORANDUM

TO: Governing Board

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

DATE: September 27, 2013

RE: Authorization for Matching Funds for Springs Restoration Projects for Fiscal Year 2013/2014 and Approval of the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project as an Environmental Restoration and Enhancement Project

### RECOMMENDATION

**Staff recommends the Governing Board authorize \$400,000 in matching funds for the Ichetucknee Springshed Water Quality Improvement Project and \$277,000 in matching funds for the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project and approve the project as an environmental restoration and enhancement project.**

### BACKGROUND

On September 4, 2013, Governor Rick Scott announced that the District will receive \$5,448,000 from the Department of Environmental Protection (DEP) for springs funding for the Ichetucknee Springshed Water Quality Improvement Project (\$3,900,000) and the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (\$1,548,000).

Staff is completing the grant agreement with the Department of Environmental Protection to receive and administer \$5,448,000 in grant funds for both projects. The Fiscal Year 2013/2014 budget includes funds for springs enhancement and restoration and water supply enhancement projects that will match DEP funds.

The grant agreement allows staffing and contractual costs for grant match. In order to expeditiously implement these projects, it is necessary for staff to spend time on project scoping, scheduling, and data collection. Staff is tracking staffing costs and is applying those costs to the match. For the Middle Suwannee River project, there are also matching costs for water sampling and drilling to obtain geotechnical data.

Approving the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project as an environmental restoration and enhancement project will allow the District to apply for a general permit under 62-330.485, Florida Administrative Code, for dispersed water storage activities from the Department of Environmental Protection. This will help streamline the permitting process. The Governing Board held a public workshop on this and other springs projects on June 11, 2013, thus fulfilling the permit requirement to hold a public meeting on the project.

JD/rl

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: September 27, 2013  
RE: Authorization to Enter into Interlocal Agreements with Lake City and Columbia County for the Ichetucknee Springshed Water Quality Improvement Project

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into interlocal agreements with Lake City and Columbia County to implement the Ichetucknee Springshed Water Quality Improvement project.**

BACKGROUND

On September 4, 2013, Governor Rick Scott announced that the District will receive \$5,448,000 from the Department of Environmental Protection (DEP) for springs funding for the Ichetucknee Springshed Water Quality Improvement Project (\$3,900,000) and the Middle Suwannee River and Springs Restoration and Aquifer Recharge Project (\$1,548,000).

To implement the Ichetucknee Springshed Water Quality Improvement Project, the District needs to enter into an interlocal agreement with Lake City and Columbia County to establish each entity's roles and responsibilities. Lake City has committed \$200,000 in cost share funds for the project and will be providing the land needed (the City's existing spray field) to build the project and provide operation and maintenance. Columbia County has committed \$100,000 in cost share funds.

Staff will provide a draft interlocal agreement prior to the October 10 Governing Board meeting.

JD/rl

## MEMORANDUM

TO: Governing Board

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

DATE: October 2, 2013

RE: Consideration of Resolution 2013-21 Requesting Partial Release of Funds from the Water Management Lands Trust Fund for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of October 1, 2013 through January 31, 2014

### RECOMMENDATION

**Staff recommends approval and execution of Resolution 2013-21, requesting the Department of Environmental Protection release to the District from the Water Management Lands Trust Fund (WMLTF) the amount of \$2,769,603 for Springs Protection and Restoration, Minimum Flows and Levels, Water Supply Planning, and Land Management Activities for the Period of October 1, 2013 through January 31, 2014.**

### BACKGROUND

Chapter 2013-41, Laws of Florida, amended Section 373.59, Florida Statutes, in part, allocated to the District springs restoration and protection project and operational funding from the Water Management Trust Fund (WMLTF).

The District is requesting release of \$2,769,603 (approximately 35% of the total state appropriations contained in Chapter 2013-41, Laws of Florida) to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities for the period of October 1, 2013 through January 31, 2014.

Springs restoration and protection activities include priority springshed delineations, priority springs nutrient investigation and analysis, springs data collection and analysis, springs and water supply enhancement projects, Otter Springs restoration project, hydrological and water quality restoration projects, and denitrifying bioreactor projects.

Minimum flows and levels (MFLs) activities include developing recovery and prevention strategies for the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs, technical work for the Upper Suwannee River and Priority Springs and Lake Butler, initiating development of MFLs for the Aucilla River, Alapaha River, Withlacoochee River, and the priority springs. Also, MFL development for Lake Santa Fe, Lake Hampton, and Lake Alto will be initiated.

Water supply planning activities include developing North Florida Regional Water Supply Partnership regional water supply plan, water storage and aquifer recharge feasibility studies, water supply demand and projections, completing development of the North Florida-Southeast Georgia Groundwater Regional Flow Model, data collect and analysis.

Land management activities include prescribed burning, reforestation, natural community management, invasive plant management, and maintenance of recreational sites and roads.

/sm

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NUMBER 2013-10**

**RESOLUTION REQUESTING RELEASE OF FUNDS  
FROM THE WATER MANAGEMENT LANDS TRUST FUND  
TO FUND FORTHCOMING EXPENSES RELATING TO SPRINGS PROTECTION AND  
RESTORATION, MINIMUM FLOWS AND LEVELS, WATER SUPPLY PLANNING, AND LAND  
MANAGEMENT ACTIVITIES**

**WHEREAS**, the Florida Families Budget for Fiscal Year 2013-2014 appropriated \$7,913,150 to the Suwannee River Water Management District for springs restoration and protection and operations from the Water Management Lands Trust Fund consistent with Chapter 2013-41, Laws of Florida; and

**WHEREAS**, the Suwannee River Water Management District is requesting the release of \$2,769,603 from the Water Management Lands Trust Fund for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of October 1, 2013 through January 31, 2014 and consistent with Section 373.59, Florida Statutes (F.S.); and

**WHEREAS**, the Suwannee River Water Management District has budget funds and is or will be committing funds for activities relating to springs protection and restoration, minimum flows and levels, water supply planning, and land management for the period of October 1, 2013 through January 31, 2014; and

**WHEREAS**, said funds are and will be used, consistent with Section 373.59, F.S., for springs restoration and protection and for operations to restore and protect water resources; and

**WHEREAS**, Springs restoration and protection activities include priority springshed delineations, priority springs nutrient investigation and analysis, springs data collection and analysis, springs and water supply enhancement projects, Otter Springs restoration project, hydrological and water quality restoration projects, and denitrifying bioreactor projects; and

**WHEREAS**, moneys are and will be expended for establishing minimum flows and levels, and developing recovery and prevention strategies consistent with Section 373.042, F.S.; and

**WHEREAS**, minimum flows and levels (MFLs) activities include developing recovery and prevention strategies for the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs, technical work for the Upper Suwannee River and Priority Springs and Lake Butler, initiating development of MFLs for the Aucilla River, Alapaha River, Withlacoochee River, and the priority springs. Also, MFL development for Lake Santa Fe, Lake Hampton, and Lake Alto will be initiated; and

**WHEREAS**, moneys are and will be expended for land management activities consistent with Section 373.059, F.S.; and

**WHEREAS**, land management activities include prescribed burning, reforestation, natural community management, invasive plant management, and maintenance of recreational sites and roads; and

**WHEREAS**, moneys are and will be expended for water supply planning consistent with Section 373.709, F.S.; and

**WHEREAS**, water supply planning activities include developing North Florida Regional Water Supply Partnership regional water supply plan, water storage and aquifer recharge feasibility studies, water supply demand and projections, completing development of the North Florida-Southeast Georgia Groundwater Regional Flow Model, data collection and analysis; and

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

(1) The above statements are hereby certified and declared to be true and correct.

(2) The District hereby requests the Secretary of the Department of Environmental Protection to release from the Water Management Lands Trust Fund to District the sum of \$2,769,603 to fund forthcoming expenses relating to springs protection and restoration, minimum flow and levels, water supply planning, and land management activities for the period of October 1, 2013 through January 31, 2014.

**PASSED AND ADOPTED THIS 10th DAY OF OCTOBER 2013, A.D.**

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

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**MEMBERS OF THE BOARD:**

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

**ATTEST:**

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MEMORANDUM

TO: Governing Board

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

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

DATE: September 27, 2013

RE: North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update

**September 23, 2013, Stakeholder Advisory Committee (SAC) Meeting:**

At this meeting the SAC heard presentations on the following topics:

- Update on status of Lower Santa Fe and Ichetucknee Rivers and Associated Springs MFLs prevention and recovery strategies.
- Briefing on available water use data sets (2006-2010)
- Briefing on surface water use issues in both SRWMD and SJRWMD

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: September 27, 2013  
RE: District's Weekly Activity Reports

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

ABS/rl  
Attachments



## Weekly Activity Report to Governing Board August 26-30, 2013

### *Executive/Management*

- Ann Shortelle presented the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Ag producers at Santa Fe River Ranch. Kevin Wright, Lindsey Marks, Warren Zwanka, and James Link attended and provided support for the event.
- Jon Dinges attended a DEP-led meeting with all the WMDs to discuss sea level rise in St. Cloud.
- Steve Minnis presented the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Lake City Kiwanis Club.
- Carlos Herd presented the PILT check and the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to Lafayette County BOCC.
- Carlos Herd presented the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs to the Ag commodity groups at the District Headquarters. Kevin Wright, Hugh Thomas, and Tommy Kiger attended and provided support for the meeting.

### *Water Supply*

- Carlos Herd and John Good met with staff from DEP to answer questions concerning the Lower Santa Fe, Ichetucknee River and Priority Springs MFL documents that DEP is currently reviewing.

### *Resource Management*

- Tim Sagul and Warren Zwanka participated in a CUPcon teleconference with DEP and the other four WMDs to discuss water conservation rule language.
- Pat Webster participated in the FDEP/FDOT Working Group Meeting teleconference.
- Warren Zwanka, Kevin Wright, and Tim Sagul met with representatives from Buckeye regarding comments on proposed CUPcon rule language.

### *Ag Team/Suwannee River Partnership*

- Kevin Wright met with North Florida Holsteins and members of both Trenton High School and Bell High School about a water quality/quantity project.

### *Water Resources*

- Erich Marzolf participated in the Catalog of Monitoring Networks Workgroup webinar. This DEP led effort is to develop state-wide standards for sharing water quality data.
- Erich Marzolf attended Levy County's RESTORE Act advisory committee in Fanning Springs.
- Erich Marzolf, Marc Minno, and Darlene Saindon attended the quarterly WMD/FDEP Springs Meeting at Rainbow Springs State Park to discuss springs management issues.
- Paul Buchanan and Glenn Horvath attended the RISK Map presentation and status report by AMEC for the Lower Suwannee basin and other areas within the District.
- Paul Buchanan created elevation and imagery field maps to assist the Town of Mayo in addressing response to flooding problems.

### *Land Resources*

- Bob Heeke conducted the annual inspection of the Meeks conservation Easement in Levy County.
- Edwin McCook attended the public workshop on the management plan for the Wes Skiles Peacock Springs State Park.

### *Communications*

- Communications staff posted notices on the website and Facebook about the impacts to the Withlacoochee River in Florida from wastewater spill in Valdosta, Ga.

### *Announcements for Week of September 2, 2013*

- Kevin Wright will present the Lower Santa Fe River, Ichetucknee River, and Priority Springs MFLs at the “Manure meeting” on September 6 at 11:45 a.m. in Alachua.
- The Taylor County Farm Bureau meeting will be on September 5 at the Catholic Parish Hall in Perry, beginning at 6:00 p.m.



## Weekly Activity Report to Governing Board September 2-6, 2013

### *Executive/Management*

- Ann Shortelle, Jon Dinges, and Carlos Herd participated in the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update teleconference with DEP.
- Dr. George Cole provided a presentation on water resources to the Jefferson County BOCC Meeting, with Steve Minnis in attendance.
- Chair Quincey, with Steve Minnis in attendance, spoke about the District's springs projects at a press conference at Wekiwa Springs State Park where Governor Rick Scott announced the State's funding for 10 springs restoration projects. Also speaking at the press conference were Senator Dean, Representative Porter, DEP Secretary Vinyard, NFWFMD Executive Director Steverson, SJRWMD Executive Director Hans Tanzler, and SWFWMD Assistant Executive Director Robert Beltran.
- Steve Minnis joined Senator Dean, Representative Porter, Representative Smith, Secretary Vinyard, and SWFWMD Assistant Executive Director Robert Beltran at a press conference at Crystal River announcing the State's funding for springs projects in the SWFWMD and SRWMD.

### *Water Supply*

- Carlos Herd gave a presentation on water supply, agriculture permitting, BMPs, and agriculture cost-share programs at the 2013 Pecan Growers Association meeting in Monticello.

### *Resource Management*

- Patrick Webster, Leroy Marshall, James Link, Alejandra Rodriguez, and Brian Kauffman participated in the SRWMD/FDEP Quarterly Meeting regarding environmental resource permitting issues. Other agencies represented were FWC, USACOE and DOT.
- Leroy Marshall participated in a conference call with representatives from the Florida Floodplain Managers Association (FFMA).
- Updated revisions to the draft Water Use Applicant's Handbook were posted on the District's website.

### *Ag Team/Suwannee River Partnership*

- Kevin Wright attended the Taylor County Annual Farm Bureau meeting.

### *Water Resources*

- Bebe Willis assisted the City of Live Oak Building Department with updating their GIS system with the latest FEMA flood hazard area data.

### *Land Resources*

- Jon Dinges gave a presentation to the Florida Forestry Association meeting in Ponte Vedra, with Charlie Houder and Al Alexander in attendance.

#### *Communications*

- Communications staff distributed press releases about the District's water conservation partnership with the City of Newberry as part of the RIVER program and to announce \$5.4 million in springs protection funding from the State.
- Communications and other staff fielded questions from various media outlets on the spring restoration funds, flooding on the Santa Fe River, Suwannee River high water levels, and the RIVER project in Newberry.
- Communications staff also posted a photo and caption on Facebook of Chair Quincey speaking at Governor's Scott's press conference announcing the State's springs funding.

#### *Announcements for Week of September 9, 2013*

- The Governing Board meeting will be held September 10 beginning at 3:00 p.m.
- The 1<sup>st</sup> public hearing on FY 2013-14 Budget will be held September 10 beginning at 5:30 p.m.
- The Lafayette County Farm Bureau meeting will be held on September 9 at 7:00 p.m.
- Ann Shortelle will present the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Bradford County Farm Bureau meeting on September 12 at 7:00 p.m.
- Clay Coarsey will present the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Columbia County Farm Bureau meeting on September 12 at 7:00 p.m.
- Jon Dinges will present the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Alachua County Farm Bureau meeting on September 12 at 6:00 p.m.
- Steve Minnis, with Carlos Herd attending, will address water use permitting questions at a public water forum in Dixie County on September 12 at 6:30 p.m.



## Weekly Activity Report to Governing Board September 9-13, 2013

### *Executive/Management*

- Jon Dinges attended the Tri-County Electric Coop. Board of Directors meeting in Madison.
- Ann Shortelle and Dave Dickens attended a community luncheon and facility tour of Suwannee Correctional Institution.
- Jon Dinges attended the Alachua County Farm Bureau Annual meeting.
- Clay Coarsey presented the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Columbia County Farm Bureau Annual meeting.
- Ann Shortelle presented the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Bradford County Farm Bureau Annual meeting. Hugh Thomas was in attendance.
- Steve Minnis, with Carlos Herd attending, addressed water use permitting questions at a public water forum in Dixie County.
- Dr. Cole and Brian Kauffman attended the FWC public meeting regarding Sneads Smokehouse Lake environmental resource permit.
- Steve Minnis, Charlie Houser, Dave Dickens and Bob Heeke met with Gilchrist County representatives to discuss amendments to the Otter Springs lease for the proposed ForVets, Inc. facility.

### *Water Supply*

- Carlos Herd and John Good attended the Chassahowitzka and Homosassa MFL hearing in Brooksville.

### *Resource Management*

- Tim Sagul and Warren Zwanka participated in a teleconference to discuss comments on CUPCon rules with staff from DEP.
- Warren Zwanka attended DEP's Siting Coordination Office biannual meeting to discuss current and planned site certification applications for power plants, transmission lines, and natural gas pipelines.
- Warren Zwanka and Gloria Hancock attended the DEP, WMD, and the Department of Health quarterly work group meeting in Daytona.
- Tim Sagul and Leroy Marshall participated in a conference call with the Florida Department of Economic Opportunity (DEO) regarding the implementation of the Manufacturing Competitiveness Act

### *Ag Team/Suwannee River Partnership*

- Kevin Wright attended the Lafayette County Farm Bureau Annual meeting.
- Joel Love attended the Hamilton County peanut growers meeting to discuss pest management and upcoming harvest.

#### *Water Resources*

- Paul Buchanan and Leroy Marshall participated in the SRWMD FY09-12 FEMA Grant Project Review.
- Megan Wetherington met with staff from FWC to conduct an on-water review of the existing state-adopted idle/no-wake zones on the Santa Fe and Suwannee rivers.

#### *Land Resources*

- Charlie Houder spoke at the Florida Trail Association meeting on District projects and priorities.

#### *Communications*

- Communications staff distributed press releases about the adoption of the FY 2013-14 Tentative Budget and about two upcoming workshops to explain SWERP changes.
- Communications staff posted information and maps on Facebook concerning the effects of summer rainfall on groundwater levels.

#### *Announcements for Week of September 16, 2013*

- The Peer Review Technical Workshop for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs will be held at 1 p.m. at UF, 122 Frazier Rogers Hall.
- Carlos Herd will present the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Suwannee County Farm Bureau meeting at 6 p.m. on Sept. 19.
- The Baker County Farm Bureau Annual meeting will be held on September 16 in Macclenny.
- The Madison County Farm Bureau Annual meeting will be held on September 17 in Madison.
- The Levy County Farm Bureau Annual meeting will be held on September 19 in Williston.
- The DEP and WMDs Quarterly Face to Face Meeting will be held on September 18 and 19 in Maitland.
- The Florida 2013 Water Forum will be on September 20 in Orlando.



## Weekly Activity Report to Governing Board September 16-20, 2013

### *Executive/Management*

- Chair Quincey, Ann Shortelle, Jon Dinges, and Steve Minnis attended the Quarterly Face to Face Meeting with DEP and the other WMDs in Orlando.
- Ann Shortelle and Representative Porter presented Inter-District Issues at the 2013 American Water Works Association Florida Water Forum in Maitland. Chair Quincey and Steve Minnis attended.

### *Water Supply*

- Jon Dinges, John Good, Clay Coarsey, Dale Jenkins, Trey Grubs, Robbie McKinney, and Louis Mantini attended the Peer Review Public Technical Workshop for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.
- Carlos Herd presented the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL update at the Suwannee County Farm Bureau meeting.
- Ann Shortelle, Jon Dinges, Tommy Kiger, John Good, and Dale Jenkins participated in a teleconference with staff from DEP and SJRWMD to discuss the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL.
- Dale Jenkins, Tommy Kiger, Hugh Thomas, and Kevin Wright met with staff from FDACS to discuss agricultural water supply planning.

### *Resource Management*

- Tim Sagul attended the North Central Florida Water Well Association (NCFWWA) meeting to discuss permitting rules.
- Tim Sagul, Kevin Wright, and Warren Zwanka participated in a teleconference with staff from DEP to discuss CUPCon proposed rules regarding water conservation and flow meter accuracy.
- Tim Sagul and Pat Webster met with staff from Bradford County for the SRWMD/Bradford County monthly meeting regarding county-wide drainage issues.
- Leroy Marshall and James Link attended the Florida Dam Owner Workshop put on by DEP and the Association of State Dam Safety Officers (ASDSO).
- Brian Kauffman and Alejandra Rodriguez attended a meeting with representatives from Madison County and the City of Madison regarding stormwater issues.
- Leroy Marshall attended a town hall meeting in Live Oak regarding the Integrated Waste Management System (medical waste incinerator) site.

### *Ag Team/Suwannee River Partnership*

- Kevin Wright attended the Madison and Suwannee Farm Bureau Annual meetings.
- Hugh Thomas attended the Levy County Farm Bureau Annual Meeting.

### *Water Resources*

- Erich Marzolf participated in webinars on watershed planning for springs and water supply and drought risks.

### *Land Resources*

- Richard Rocco and Bob Heeke inspected Conservation Easements in Levy and Hamilton counties.

### *Communications*

- Communications staff distributed press releases to announce the next North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting, the distribution of PILT checks to the counties, and the Governor's letter of approval of the District Tentative FY 2013-14 Budget.

### *Announcements for Week of September 23, 2013*

- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee will meet on September 23 at 1:00 p.m. at Florida Gateway College in Lake City.
- The Audit Committee will meet on September 24 at 1:30 p.m. at District Headquarters.
- The Lands Committee will meet on September 24 at 1:30 p.m. at District Headquarters.
- The Board Workshop will be held on September 24 at 3:00 p.m. at District Headquarters.
- The Final Budget Hearing will be held on September 24 at 5:30 p.m. at District Headquarters.
- The Jefferson County Farm Bureau annual meeting will be held on September 24 in Monticello at 6:00 p.m.
- The Hamilton County Farm Bureau annual meeting will be held on September 26 in Jasper at 6:30 p.m.
- The Gilchrist/Dixie County Farm Bureau annual meeting will be held on September 26 in Trenton at 6:30 p.m.
- The 2013-2014 Interim Legislative Committee will be held on September 23 – 27 in Tallahassee.