

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

**OPEN TO THE PUBLIC**

March 11, 2014  
9:00 a.m.

District Headquarters  
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair  
**Amendments Recommended by Staff:** None
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
  - Agenda Item 6 - Approval of February 11, 2014 Governing Board Meeting and Workshop Minutes
  - Agenda Item 9 - Approval of January 2014 Financial Report
  - Agenda Item 10 - Approval of District Finance and Accounting Policy
  - Agenda Item 20 - Approval of a Modification with a 0.8144 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-83-00035.003, R. Moore Farms, Suwannee County
  - Agenda Item 21 - Approval of a Modification with a 0.1408 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-03-00002.004, Don Green Farm, Alachua County
  - Agenda Item 22 - Approval of a Modification with a 0.2677 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-85-00288.003, Driver Farm, Lafayette County
  - Agenda Item 23 - Approval of a Modification with a 0.2289 mgd Decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00019.002, Phyllis Norfleet Farm, Alachua County
  - Agenda Item 24 - Approval of a Modification with a 0.2514 mgd decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00038.002, Allison Gabe Green, Alachua County
6. Approval of Minutes – February 11, 2014 Governing Board Meeting and Workshop – **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**

No Items

**BUREAU OF ADMINISTRATION AND OPERATIONS**  
**Dave Dickens, Bureau Chief**

- AO Page 1      8.    Authorization for the Executive Director to Enter into a Contract with Forestree Network Services LLC for Herbicide Application Services in Fiscal Year 2014 for an Amount not to exceed \$51,964
- AO Page 2      9.    Approval of January 2014 Financial Report – **Recommend Consent**
- AO Page 5      10.   Approval of Revised District Finance and Accounting Policy – **Recommend Consent**
- AO Page 23     11.   Land and Facilities Operations Activity Report

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

- WS Page 1      12.   Acceptance of the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels
- WS Page 2      13.   Water Conservation Month Proclamation

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

- WR Page 1      14.   Interagency Agreement with Florida Geologic Survey for Spring Recharge Area Delineation in the Middle Suwannee Basin
- WR Page 6      15.   Agricultural Water Use Monitoring Update

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

- RM Page 1      16.   Approval of the Amended Florida Department of Transportation Mitigation Plan 2014-2018
- RM Page 13     17.   Approval to Enter Into Contracts for the 2014 Fiscal Year Local Government Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program
- RM Page 17     18.   Authorization for the Executive Director to Enter into an Agreement with Suwannee County Regarding Little River Springs Restoration
- RM Page 19     19.   Authorization to Purchase Rock Aggregate for District Projects

- RM Page 21      20. Approval of a Modification with a 0.8144 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-83-00035.003, R. Moore Farms, Suwannee County - **Recommend Consent**
  
- RM Page 30      21. Approval of a Modification with a 0.1408 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-03-00002.004, Don Green Farm, Alachua County - **Recommend Consent**
  
- RM Page 39      22. Approval of a Modification with a 0.2677 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-85-00288.003, Driver Farm, Lafayette County - **Recommend Consent**
  
- RM Page 47      23. Approval of a Modification with a 0.2289 mgd Decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00019.002, Phyllis Norfleet Farm, Alachua County- **Recommend Consent**
  
- RM Page 56      24. Approval of a Modification with a 0.2514 mgd decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00038.002, Allison Gabe Green, Alachua County - **Recommend Consent**
  
- RM Page 65      25. Adoption of Governing Board Directive GBD14-0002 Regarding Nonuse of Water Use Permits
  
- RM Page 69      26. Permitting Summary Report
  
- RM Page 72      27. Enforcement Status Report

**EXECUTIVE OFFICE**

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

- EO Page 1      28. Easement for Ingress and Egress to the Property of George and Kathy McLeod in Madison County
  
- EO Page 3      29. Consideration of Resolution No. 2014-03 Authorizing Sale of a 40-acre Parcel at Blue Sink in Suwannee County
  
- EO Page 11      30. Consideration of Resolution No. 2014-04 Authorizing Sale of a 69-acre Levings Surplus Parcel in Columbia County
  
- EO Page 19      31. Consideration of Amendment to the Echo River Plantation Conservation Easement, Suwannee County
  
- EO Page 36      32. Authorization to Conduct a Detailed Assessment and Commence Negotiations with Rock Bluff Spring Co., LLC, on a Fee Simple Purchase in Gilchrist County
  
- EO Page 40      33. Agreement for Transmittal of Electric Consumption Data with Tri-County Electric Cooperative, Inc.
  
- EO Page 50      34. Agreement for Transmittal of Electric Consumption Data with Suwannee Valley Electric Cooperative, Inc.

- EO Page 62      35. Springs Protection Awareness Month Proclamation
- EO Page 64      36. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 65      37. Land Acquisition and Disposition Activity Report
- EO Page 67      38. District's Weekly Activity Reports
- 39. Announcements

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

April 8, 2014                      9:00 a.m.      Board Meeting followed by  
 Workshop  
 Tommy Usher Center  
 Chiefland, FL

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

40. 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

March 11, 2014  
Following the Governing Board Meeting

District Headquarters  
Live Oak, Florida

- Inspector General Proposed Plan
- RESTORE Update
- Bell Springs Restoration Project Update

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

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

9:00 a.m., Tuesday  
February 11, 2014

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 B. Shortelle, Ph.D. | X              |                    |
| Assistant Executive Director            | Jon Dinges              | X              |                    |
| Gov. Affairs / Communications Director  | Steve Minnis            |                | X                  |
| Bureau of Administration and Operations | Dave Dickens            | X              |                    |
| Water Supply Division Director          | Carlos Herd             | X              |                    |
| Water Resources Division Director       | Erich Marzolf           |                | X                  |
| Resource Mgmt. Division Director        | Tim Sagul               | X              |                    |
| GB & HR Coordinator                     | Lisa Cheshire           | X              |                    |

Guests:

|                                 |  |
|---------------------------------|--|
| James Link, SRWMD               | Bill McKinstry, SRWMD                              |
| Rhonda Scott, SRWMD             | Hugh Thomas, DACS                                  |
| Vanessa Fultz, SRWMD            | Paul Still, BSWCD                                  |
| Kevin Wright, SRWMD             | Jeff Hill, Lake City                               |
| Megan Wetherington, SRWMD       | Rick Hutton, GRU                                   |
| Robin Lamm, SRWMD               | Steve Gladin                                       |
| Tilda Musgrove, SRWMD           | Craig Varn, Manson Bolves                          |
| Patrick Webster, SRWMD          | Kirk Reams, Jefferson County Clerk of Courts       |
| Warren Zwanka SRWMD             | Merritt Partridge, Florida Groundwater Association |
| Sara Luther, SRWMD              | Mike Ward, Florida Groundwater Association         |
| Keith Rowell, SRWMD             | Merrilee Malwitz-Jipson, Our Santa Fe River, Inc.  |
| Bob Heeke, SRWMD                | Teresa Rinker, Jefferson County                    |
| Charlie Houser, SRWMD           | Georgia Shevitz, Gilchrist County                  |
| Terri Lee, US Geological Survey | Greg Scott, Suwannee County                        |
| Jason Furry, Suwannee County    | James Cornett, Spirit of Suwannee                  |

Del Bottcher, FDACS

Guillermo Simon, Taylor Engineering, Inc.

The meeting was called to order at 9:04 a.m.

**Board Chair stated for the record that Mr. Ray Curtis, Board Member, arrived at meeting at 9:06 a.m.**

Agenda Item No. 3 - Announcement of any Amendments to the Agenda by the Chair.

**Updates:**

Resource Management

- Update to Attachment A of Agenda Item 19 - Approval to Enter Into Contracts for the 2nd Round FY13/14 District Agricultural Cost-Share Program
- Update to Agenda Item 26 - Authorization for the Executive Director to Enter into an Agreement with Suwannee County Regarding Charles Springs Restoration
- Update to Agenda Item 27 - Authorization for the Executive Director to Enter into an Agreement with Jefferson County Regarding Wacissa Springs Restoration

**Deletion:**

- None

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

Agenda Item No. 4 – Public Comment.

- Paul Still, BSWCD – MFL Concerns, Consumptive Use Permits
- Merrilee Malwitz-Jipson – Springs Projects
- Rick Hutton, GRU – Agenda Item No. 25
- Mike Ward, Florida Groundwater Association – Agenda Item 18
- Merritt Partridge, Florida Groundwater Association – Agenda Item 18

Agenda Item No. 5 - Consideration of the Following Items Collectively by Consent:

- Agenda Item 6 – Approval of January 14, 2014 Governing Board Meeting and Workshop Minutes
- Agenda Item 8 - Approval of December 2013 Financial Report
- Agenda Item 13 - Approval of a Modification with a 0.0427 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-84-01032.004, Hendrick Cattle Company, Lafayette County
- Agenda Item 14 - Approval of a Modification with a 0.2197 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-02-00147.002, Baker Farm, Levy County
- Agenda Item 15 - Approval of a Modification with a 0.0454 mgd Increase in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-95-00122.002, Scott Tucker Farm, Alachua County
- Agenda Item 16 - Approval of a Modification with a 0.2501 mgd Decrease in Allocation and a Five –Year Permit Extension for Water Use Permit Application Number 2-84-00364.003, James D. Williams, Jr. Farm, Suwannee County

- Agenda Item 17 - Approval of a Modification with a 0.0067 mgd Increase in Allocation and a Permit Extension for Water Use Permit Application Number 2-12-00004.002, Jack Putnal, Suwannee County
- Agenda Item 24 - Approval of Florida Department of Transportation Mitigation Plan 2014-2018

DR. COLE MADE A MOTION TO APPROVE THE CONSENT ITEMS COLLECTIVELY. 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, WILLIAMS AND QUINCEY.)

Agenda Item No. 6 – Approval of Minutes.

- January 14, 2014 Governing Board Meeting
- January 14, 2014 Governing Board Workshop

MR. ALEXANDER MADE A MOTION TO APPROVE THE JANUARY 14, 2014 GOVERNING BOARD MINUTES AND WORKSHOP MINUTES. 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, WILLIAMS AND QUINCEY.)

Agenda Item No. 7 - Items of General Interest for Information/Cooperating Agencies and Organizations

- Megan Wetherington gave a presentation of hydrologic conditions of the District.
- Cooperating Agencies and Organizations-None

**Governing Board Legal Counsel**

No Items

**BUREAU OF ADMINISTRATION AND OPERATIONS**

Agenda Item No. 8 – Approval of December 2013 Financial Report. Approved on Consent.

Agenda Item No. 9 – Authorization for the Executive Director to Enter into an Interlocal Agreement with Gilchrist County to Implement the Hart and Otter Springs Restoration Projects. Dave Dickens, Bureau Chief, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into an Interlocal Agreement with Gilchrist County to implement the Hart and Otter Springs Restoration projects as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH GILCHRIST COUNTY TO IMPLEMENT THE HART AND OTTER SPRINGS RESTORATION PROJECTS. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 10 – Authorization to Execute an Agreement for the Silviculture Water Yield Project with the Department of Agriculture and Consumer Services. Bob Heeke, Senior Land Resources Manager, Administration & Operations Bureau, presented staff recommendation to the Governing

Board for authorization to execute an agreement for the Silviculture Water Yield Project with the Department of Agriculture and Consumer Services as provided in the Board materials.

DR. COLE MADE A MOTION TO EXECUTE AN AGREEMENT FOR THE SILVICULTURE WATER YIELD PROJECT WITH THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: BROWN, COLE, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.) MR. CURTIS AND MR. ALEXANDER VOTING AGAINST.

Agenda Item No. 11 – Land Resources Activity Summary. The Land Resources Activity Summary was provided as an informational item in the Board materials.

### **DIVISION OF WATER SUPPLY**

No Items.

### **DIVISION OF WATER RESOURCES**

Agenda Item No. 12 – Agricultural Water Use Monitoring Update. Jon Dinges, Assistant Executive Director, presented an update for agricultural water use monitoring as an informational item in the Board materials.

### **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 13 – Approval of a Modification with a 0.0427 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-84-01032.004, Hendrick Cattle Company, Lafayette County – Approved on Consent.

Agenda Item No. 14 – Approval of a Modification with a 0.2197 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-02-00147.002, Baker Farm, Levy County – Approved on Consent.

Agenda Item No. 15 – Approval of a Modification with a 0.0454 mgd Increase in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-95-00122.002, Scott Tucker Farm, Alachua County – Approved on Consent.

Agenda Item No. 16 – Approval of a Modification with a 0.2501 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-84-00364.003, James D. Williams, Jr. Farm, Suwannee County – Approved on Consent.

Agenda Item No. 17 – Approval of a Modification with a 0.0067 mgd Increase in Allocation and a Permit Extension for Water Use Permit Application Number 2-12-00004.002, Jack Putnal, Suwannee County – Approved on Consent.

Agenda Item No. 18 – Authorization to Seek Enforcement of Administrative Complaint and Order CE12-0021 Regarding Allen Dean, Taylor County, by Filing an Action in Circuit Court Seeking Judicial Enforcement of the Administrative Order. Warren Zwanka, Senior Hydrologist, Resource Management, presented staff recommendation to the Governing Board for authorization to seek enforcement of Administrative Complaint and Order CE12-0021 regarding Allen Dean, Taylor County,

by filing an action in Circuit Court seeking Judicial Enforcement of the Administrative Order as provided in the Board materials.

MRS. SANCHEZ MADE A MOTION TO SEEK ENFORCEMENT OF ADMINISTRATIVE COMPLAINT AND ORDER CE12-0021 REGARDING ALLEN DEAN, TAYLOR COUNTY, BY FILING AN ACTION IN CIRCUIT COURT SEEKING JUDICIAL ENFORCEMENT OF THE ADMINISTRATIVE ORDER. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 19 – Approval to Enter Into Contracts for the 2nd Round FY13/14 District Agricultural Cost-Share Program. - Updated. Kevin Wright, Professional Engineer, Resource Management, presented staff recommendation to the Governing Board for approval to enter into contracts for the 2nd round FY13/14 District Agricultural Cost-Share Program as provided in the Board materials.

Mrs. Sanchez publically announced a conflict of interest and abstained from voting on Agenda Item No. 19 - Approval to Enter into Contracts for the 2nd Round FY13/14 District Agricultural Cost-Share Program. Conflict of Interest Form was completed and signed by Mrs. Sanchez. This form is hereby made part of these minutes and is filed in the permanent Governing Board meeting minutes files of the District.

DR. COLE MADE A MOTION TO ENTER INTO CONTRACTS FOR THE 2ND ROUND FY13/14 DISTRICT AGRICULTURAL COST-SHARE PROGRAM. 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, WILLIAMS AND QUINCEY.) MRS. SANCHEZ ABSTAINED FROM VOTING DUE TO CONFLICT OF INTEREST.

Agenda Item No. 20 – Approval to Enter Into Contracts for the 6th Round of Florida Department of Environmental Protection (FDEP) Santa Fe River Basin Management Action Plan (BMAP) Agricultural Cost-Share Program. Mr. Wright presented staff recommendation to the Governing Board for approval to enter into contracts for the 6th round of Florida Department of Environmental Protection (FDEP) Santa Fe River Basin Management Action Plan (BMAP) Agricultural Cost-Share Program as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO ENTER INTO CONTRACTS FOR THE 6TH ROUND OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) SANTA FE RIVER BASIN MANAGEMENT ACTION PLAN (BMAP) AGRICULTURAL COST-SHARE PROGRAM. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 21 – Approval to Enter Into a Cost-Share Agreement to Offset Groundwater Withdrawals in the Ginnie/Gilchrist Blue Springshed of the Lower Santa Fe River Basin. Mr. Wright presented staff recommendation to the Governing Board for approval to enter into a cost-share agreement with Bass Farms, Inc., for an Aquaculture Water Reuse Project in an amount not to exceed \$60,000 as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO ENTER INTO A COST-SHARE AGREEMENT WITH BASS FARMS, INC., FOR AN AQUACULTURE WATER REUSE PROJECT IN AN AMOUNT NOT TO EXCEED \$60,000. THE MOTION WAS SECONDED BY MR. CURTIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 22 – Approval to Enter into a Cost-Share Agreement for an Expansion to a Denitrification Wall to Reduce Nitrate Loading within the Upper Santa Fe River Basin. Mr. Wright presented staff recommendation to the Governing Board to authorize the Executive Director to enter into a cost-share agreement with Florida Farms, Inc., for an expansion of the Denitrification Wall in an amount not to exceed \$50,000 as provided in the Board materials.

MR. ALEXANDER MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A COST-SHARE AGREEMENT WITH FLORIDA FARMS, INC., FOR AN EXPANSION OF THE DENITRIFICATION WALL IN AN AMOUNT NOT TO EXCEED \$50,000. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 23 – Approval to Enter Into Cost-Share Agreement to Reduce Nitrate in Groundwater within the Ginnie/Gilchrist Blue Springshed of the Lower Santa Fe River Basin. Mr. Wright presented staff recommendation to the Governing Board for approval to enter into a cost-share agreement with Craig Watson for a Groundwater Nitrate Reduction Pilot Project in an amount not to exceed \$43,000 as provided in the Board materials.

Mr. Steve Gladin offered a power point presentation and comments regarding this recommendation.

MRS. SANCHEZ MADE A MOTION TO ENTER INTO A COST-SHARE AGREEMENT WITH CRAIG WATSON FOR A GROUNDWATER NITRATE REDUCTION PILOT PROJECT IN AN AMOUNT NOT TO EXCEED \$43,000. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 24 – Approval of Florida Department of Transportation Mitigation Plan 2014-2018 – Approved on Consent.

Agenda Item No. 25 – Authorization for the Executive Director to Enter into an Agreement with Gainesville Regional Utilities Regarding Construction of a Recharge Wetland at Oakmont Subdivision in Alachua County. Tim Sagul, Division Director, Resource Management, presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into an agreement with Gainesville Regional Utilities regarding construction of a recharge wetland at Oakmont Subdivision in Alachua County as provided in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH GAINESVILLE REGIONAL UTILITIES REGARDING CONSTRUCTION OF A RECHARGE WETLAND AT OAKMONT SUBDIVISION IN ALACHUA COUNTY WITH A DIRECTIVE FOR THE EXECUTIVE DIRECTOR TO ENSURE THE PROJECT IS SUSTAINABLE BEFORE FUNDS ARE SPENT. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 26 – Authorization for the Executive Director to Enter into an Agreement with Suwannee County Regarding Charles Springs Restoration. – **Updated.** Patrick Webster, Senior Professional Engineer, Resource Management, presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into an agreement with Suwannee County regarding Charles Springs Restoration as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SUWANNEE COUNTY REGARDING CHARLES SPRINGS RESTORATION. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 27 – Authorization for the Executive Director to Enter into an Agreement with Jefferson County Regarding Wacissa Springs Restoration. – **Updated.** Mr. Webster presented staff recommendation to the Governing Board for authorization for the Executive Director to enter into an agreement with Jefferson County regarding Wacissa Springs Restoration as provided in the Board materials.

Mr. Kirk Reams, Jefferson County Clerk of Court, and Teresa Tinker, Jefferson County resident, spoke in favor of this project.

DR. COLE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH JEFFERSON COUNTY REGARDING WACISSA SPRINGS RESTORATION. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 28 – Authorization to Enter into Contract with Taylor Engineering, Inc. for the Implementation of the Federal Emergency Management Agency (FEMA) Risk Mapping Assessment, and Planning (MAP) Program within the Mapping Activity Statement (MAS) for FEMA Fiscal Year (FY) 2012. James Link, Engineer II, Resource Management, presented staff recommendation to the Governing Board for authorization to enter into contract with Taylor Engineering, Inc., for MAS 12.09.f tasks, for a total cost not to exceed \$1,055,290 as provided in the Board materials.

MR. CURTIS MADE A MOTION TO ENTER INTO CONTRACT WITH TAYLOR ENGINEERING, INC. FOR MAS 12.09.F TASKS, FOR A TOTAL COST NOT TO EXCEED \$1,055,290. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 29 – Approval to Amend Contract 09/10-048 with Atkins North America, Inc. (Atkins) for the Implementation of the Federal Emergency Management Agency (FEMA) Risk Mapping Assessment, and Planning (MAP) Program within the Mapping Activity Statement (MAS) for FEMA Fiscal Year (FY) 2011 and 2012. Mr. Link presented staff recommendation to the Governing Board for approval to amend Contract 09/10-048 with Atkins North America, Inc. (Atkins) for MAS 11.08.f,

12.09.p, and 12.09 f tasks, for a total cost not to exceed \$1,292,918 as provided in the Board materials.

MR. CURTIS MADE A MOTION TO AMEND CONTRACT 09/10-048 WITH ATKINS NORTH AMERICA, INC. (ATKINS) FOR MAS 11.08.F, 12.09.P, AND 12.09 F TASKS, FOR A TOTAL COST NOT TO EXCEED \$1,292,918. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 30 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item as provided in the Board materials.

Agenda Item No. 31 – Enforcement Status Report. The Enforcement Status Report was provided as an informational item as provided in Board materials.

## **EXECUTIVE OFFICE**

Agenda Item No. 32 – Approval of Educational Reimbursement Policy Consistent with Governing Board Directive 12-0001. Jon Dinges, Assistant Executive Director, presented a recommendation to the Governing Board for approval of the Educational Reimbursement Policy Consistent with Governing Board Directive 12-0001 as presented in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE EDUCATIONAL REIMBURSEMENT POLICY CONSISTENT WITH GOVERNING BOARD DIRECTIVE 12-0001. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 33 – Approval of Employee Recruitment and Selection Policy. Mr. Dinges presented a recommendation to the Governing Board for approval of the Employee Recruitment and Selection Policy as presented in the Board materials.

DR. COLE MADE A MOTION TO APPROVE THE EMPLOYEE RECRUITMENT AND SELECTION POLICY. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 34 – Appointment of Terry Baker to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee to Replace Stanley W. Posey, PCS Phosphate – White Springs. Mr. Dinges presented a recommendation to the Governing Board for appointment of Terry Baker to the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee to replace Stanley W. Posey, PCS Phosphate – White Springs as presented in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE APPOINTMENT OF TERRY BAKER TO THE NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP STAKEHOLDER ADVISORY COMMITTEE TO REPLACE STANLEY W. POSEY, PCS PHOSPHATE – WHITE SPRINGS. 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, WILLIAMS AND QUINCEY.)

Agenda Item No. 35 – Acceptance of the 2014 Consolidated District Annual Report. Mr. Dinges presented a recommendation to the Governing Board for acceptance of the 2014 Consolidated District Annual Report as presented in the Board materials.

MR. ALEXANDER MADE A MOTION TO ACCEPT THE 2014 CONSOLIDATED DISTRICT ANNUAL REPORT. 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, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 36 – Acceptance of Partial Assignment of Cooperative Agreement with the Department of Environmental Protection for the Bradford Timberlands, LLC, Acquisition, 340 acres ±, in Bradford County. Charlie Houser, Senior Land Management Program Manager, presented a recommendation to the Governing Board for acceptance of partial assignment of Cooperative Agreement with the Department of Environmental Protection for the Bradford Timberlands, LLC, Acquisition, 340 acres ±, in Bradford County as presented in the Board materials.

MR. CURTIS MADE A MOTION TO ACCEPT THE PARTIAL ASSIGNMENT OF COOPERATIVE AGREEMENT WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE BRADFORD TIMBERLANDS, LLC, ACQUISITION, 340 ACRES ±, IN BRADFORD COUNTY. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, JOHNS, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 37 – North Florida Regional Water Supply Partnership Stakeholder Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Committee update was provided as an informational item in the Board materials.

Agenda Item No. 38 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Meeting adjourned at 12:19 p.m.

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Chair

ATTEST:

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SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
 MINUTES OF  
 GOVERNING BOARD WORKSHOP

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

Following the Governing Board Meeting  
 February 11, 2014

District Headquarters  
 Live Oak, FL

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              |                    |
| Lower Suwannee River Basin | Don Quincey, Jr.       | Chair         | X              |                    |
| Santa Fe/Wacc. Basins      | Kevin W. Brown         |               | X              |                    |
| Upper Suwannee River 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 B. Shortelle, Ph.D. | X              |                    |
| Assistant Executive Director            | Jon Dinges              | X              |                    |
| Governmental Affairs/Comm. Director     | Steve Minnis            |                | X                  |
| Bureau of Administration and Operations | Dave Dickens            | X              |                    |
| Water Supply Division Director          | Carlos Herd             | X              |                    |
| Water Resources Division Director       | Erich Marzolf           |                | X                  |
| Resource Mgmt. Division Director        | Tim Sagul               | X              |                    |
| GB and HR Coordinator                   | Lisa Cheshire           | X              |                    |

Guests:

|                        |   |
|------------------------|---|
| Patrick Webster, SRWMD | Charlie Houser, SRWMD                             |
| Kevin Wright, SRWMD    | Merrilee Malwitz-Jipson, Our Santa Fe River, Inc. |
| Sara Luther, SRWMD     | Steve Gladin                                      |
| Keith Rowell, SRWMD    | Craig Varn, Manson Bolves                         |
| Bob Heeke, SRWMD       | Paul Still, BSWCD                                 |
| James Link, SRWMD      | Guillermo Simon, Taylor Engineering, Inc.         |
| Vanessa Fultz, SRWMD   | Georgia Shevitz, Gilchrist County                 |

Local Preference in Procurement

Jon Dinges, Assistant Executive Director, opened the discussion and Tom Reeves, General Counsel, presented an Attorney General Opinion regarding local preference in procurement and the statutory authority for a small business program.

The workshop ended at 1:14 p.m.

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Chair

ATTEST:

\_\_\_\_\_

MEMORANDUM

TO: Governing Board  
 FROM: Dave Dickens, Bureau Chief, Administration & Operations  
 DATE: February 28, 2014  
 RE: Authorization for the Executive Director to Enter into a Contract with Forestree Network Services LLC for Herbicide Application Services in Fiscal Year 2014 for an Amount not to Exceed \$51,964

**Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Forestree Network Services LLC for Herbicide Application Services in Fiscal Year 2014 for an amount not to exceed \$51,964.**

BACKGROUND

The application of herbicide on District lands is a beneficial tool that is sometimes needed to achieve goals identified in the District’s Land Management Plan. Under this contract, herbicide would be applied to approximately 396 acres to control hardwood vegetation for the purpose of releasing existing pine trees from hardwood competition or preparing sites for reforestation. Herbicide will be applied at the lowest rate possible to achieve project objectives and will control hardwoods that prescribed fire has been unable to control.

The following table represents the bid results for this work:

| <b>BID RATES</b>               |                      |                           |                        |                    |                     |                  |                 | 2/28/2014           |
|--------------------------------|----------------------|---------------------------|------------------------|--------------------|---------------------|------------------|-----------------|---------------------|
| FIRM                           | FIRM LOCATION        | SITE-<br>PREP<br>Acre/Bid | SITE-<br>PREP<br>Acres | SITE-<br>PREP Cost | RELEASE<br>Acre/Bid | RELEASE<br>Acres | RELEASE<br>Cost | TOTAL<br>Cost       |
| DBI Services Inc.              | Riviera Beach, FL    | <b>\$379.00</b>           | 112                    | \$42,448.00        | <b>\$359.00</b>     | 284              | \$101,956.00    | <b>\$144,404.00</b> |
| Facilities Supply and Services | Keystone Heights, FL | <b>\$215.00</b>           | 112                    | \$24,080.00        | <b>\$195.00</b>     | 284              | \$55,380.00     | <b>\$79,460.00</b>  |
| Progressive Solutions Inc.     | Marshall, AR         | <b>\$167.82</b>           | 112                    | \$18,795.84        | <b>\$148.12</b>     | 284              | \$42,066.08     | <b>\$60,861.92</b>  |
| Forestree Network Services LLC | Roanoke, AL          | <b>\$147.00</b>           | 112                    | \$16,464.00        | <b>\$125.00</b>     | 284              | \$35,500.00     | <b>\$51,964.00</b>  |

Based on the results of ITB 13/14-021LR, Forestree Network Services LLC was selected as the #1 ranked contractor to conduct herbicide application services on District lands. Funding for this contract is included in the Fiscal Year 2014 budget in program 3.1, Land Management, under contractual services for timber management site preparation and natural communities herbicide application.

DD/bmp

MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Bureau Chief, Administration & Operations

DATE: February 24, 2014

RE: Approval of January 2014 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the January 2014 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.

bmp  
enclosure

**Suwannee River Water Management District  
Cash Report  
January 2014**

| <b>ACCOUNT</b>             | <b>Monthly<br/>Interest</b> | <b>Interest<br/>Rate %</b> | <b>Closing<br/>Balance</b> |
|----------------------------|-----------------------------|----------------------------|----------------------------|
| Bank of America Permit Fee | -                           | -                          | \$78,291.30                |
| First Federal Permit Fee   | \$2.85                      | 0.30%                      | \$12,135.75                |
| First Federal Depository   | \$558.33                    | 0.41%                      | \$883,472.03               |
| SPIA                       | \$31,341.31                 | 0.77%                      | \$45,298,326.94            |
| SBA Fund A                 | \$10.70                     | 0.15%                      | \$83,651.97                |
| SBA Fund B                 | -                           | -                          | \$257,546.08               |
| <b>TOTAL</b>               | <b>\$31,913.19</b>          |                            | <b>\$46,613,424.07</b>     |

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending January 31, 2014  
(Unaudited)**

|                            | <b>Current<br/>Budget</b> | <b>Actuals<br/>Through<br/>1/31/2014</b> | <b>Variance<br/>(Under)/Over<br/>Budget</b> | <b>Actuals As A<br/>% of Budget</b> |
|----------------------------|---------------------------|--|---|-------------------------------------|
| <b>Sources</b>             |                           |  |   |                                     |
| Ad Valorem Property Taxes  | \$ 5,384,693              | \$ 4,032,768                             | \$ (1,351,925)                              | 75%                                 |
| Intergovernmental Revenues | 16,721,900                | 3,567,137                                | (13,154,763)                                | 21%                                 |
| Interest on Invested Funds | 333,794                   | 122,965                                  | (210,829)                                   | 37%                                 |
| License and Permit Fees    | 171,939                   | 33,410                                   | (138,529)                                   | 19%                                 |
| Other                      | 216,318                   | 275,880                                  | 59,562                                      | 128%                                |
| Fund Balance               | 6,409,874                 |  | (6,409,874)                                 | 0%                                  |
| <b>Total Sources</b>       | <b>\$ 29,238,518</b>      | <b>\$ 8,032,159</b>                      | <b>\$ (21,206,359)</b>                      | <b>27%</b>                          |

|  | <b>Current<br/>Budget</b> | <b>Expenditures</b> | <b>Encumbrances <sup>1</sup></b> | <b>Available<br/>Budget</b> | <b>%Expended</b> | <b>%Obligated <sup>2</sup></b> |
|--|---------------------------|---------------------|----------------------------------|-----------------------------|------------------|--------------------------------|
| <b>Uses</b>                                  |                           |                     |                                  |                             |                  |                                |
| Water Resources Planning and Monitoring      | \$ 7,394,563              | \$ 1,389,213        | \$ 56,494                        | \$ 5,948,856                | 19%              | 20%                            |
| Acquisition, Restoration and Public Works    | 16,234,956                | 385,371             | -                                | 15,849,585                  | 2%               | 2%                             |
| Operation and Maintenance of Lands and Works | 2,522,765                 | 340,461             | -                                | 2,182,304                   | 13%              | 13%                            |
| Regulation                                   | 1,188,555                 | 381,883             | 45,824                           | 760,848                     | 32%              | 36%                            |
| Outreach                                     | 252,952                   | 54,623              | -                                | 198,329                     | 22%              | 22%                            |
| Management and Administration                | 1,644,727                 | 494,777             | (11,623)                         | 1,161,573                   | 30%              | 29%                            |
| <b>Total Uses</b>                            | <b>\$ 29,238,518</b>      | <b>\$ 3,046,329</b> | <b>\$ 90,695</b>                 | <b>\$ 26,101,494</b>        | <b>10%</b>       | <b>11%</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.

MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Bureau Chief, Administration and Operations  
DATE: February 27, 2014  
RE: Approval of District Finance and Accounting Policy

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to approve the Finance and Accounting Policy.**

BACKGROUND

Staff has been systematically updating District policies and procedures in order to increase accountability, transparency, and efficiency.

Staff developed the attached Finance and Accounting Policy to address preliminary audit concerns regarding internal controls and oversight.

DD/bmp  
enclosure

## FINANCE AND ACCOUNTING POLICY

Effective: March 11, 2014

### PURPOSE

The purpose of this policy is to establish internal controls, oversight and consistency in financial transactions and accounting practices. The sections of this policy are as follows:

- Financial Accounting and Records Management
- Banking and Bank Accounts
- Receipts and Deposits
- Processing of Invoices
- Check Register and Check Writing Procedures
- Petty Cash Procedures
- Payroll and Time Accounting
- Property Procedures
- Investment of District Funds
- Dishonored Check Procedures
- Unclaimed Checks Procedure

### *Financial Accounting and Records Management*

**AUTHORITY:** Executive Director

**POLICY:** To maintain accounting, auditing and financial reporting practices in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) and the recommendations and interpretations of Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

### **Accounting Systems**

The District will use and maintain computerized accounting systems which are capable of producing detailed and summary accounting and/or financial data sufficient to meet the needs of the District. The needs of the District shall include the capability to produce or provide information sufficient for the District to adequately respond to all accounting, auditing and financial reporting requirements imposed upon the District by GAAP, GASB and GAAFR authority.

### **Subsidiary Systems**

A property system will be maintained to account for the fixed assets of the District, including lands and associated improvements. District staff will regularly reconcile subsidiary records to the general ledger control accounts and assure that capital asset disposals are properly recorded and recognized in the District's records.

### **Reports**

The Finance Team in the Administration and Operations Bureau, using information extracted from or generated by the automated accounting system, will produce periodic, monthly or annual reports as needed. Financial statements, monthly cash report, and other reports as needed will

be produced and presented to the Governing Board at regular monthly meetings. As part of the monthly financial statement closure process, financial statements are generated from the general ledger accounting system. These statements provide month-to-date and year-to-date actual information as well as a comparison to the current-year budget. Financial statements are submitted to management of the District, including the Executive Office, Division Directors and Program Managers for their review and certification. These persons are responsible for reviewing the statements for unusual or unexpected items and contacting the Finance Team with any questions or concerns.

### **District Budget**

See Budget Policy

### **Maintaining Current Data in Accounting Systems**

All fiscal transactions are driven by the accounting system. Data input of detail activity is a continual effort to insure prompt processing of fiscal transactions such as deposit of funds, payment of invoices, etc. and to provide accurate data for reports generated by the system or from information extracted from the system.

### ***Banking and Bank Accounts***

**AUTHORITY:** Governing Board; Executive Director

**POLICY:** To establish and maintain bank accounts for the handling of District funds and to maximize earnings through the investment of idle cash.

### **Selecting Banking Institutions**

The selection of financial institutions for the maintenance of payroll, accounts payable and investment functions shall be determined by a competitive bid process using the factors of: location, services offered, account charges, and earnings. The authority for approving a banking institution and establishing bank accounts is the Governing Board.

Unless directed otherwise by the Governing Board, the District shall utilize the State Board of Administration (SBA) and the Special Purpose Investment Account (SPIA) for its primary investment activity accounts.

### **Accounts**

The District depositories consist of a depository checking account, accounts payable account, and two permit fee accounts. The District may invest monies in earnings accounts in institutions other than, or in addition to, SBA and SPIA as directed and authorized by the Governing Board. Upon employee termination the employee shall be removed from all bank accounts no later than the final day of employment.

### **Interest Earnings Accounts**

The District shall monitor cash balances on a periodic basis (monthly minimum) and transfer idle cash to interest-bearing deposit accounts to the maximum extent possible. Interest allocation

Finance and Accounting Policy - Effective March 11, 2014

should be allocated to the specific fund that produced the earnings on a monthly basis.

### **Transfer Authority**

The persons authorized to transfer funds between banks and bank accounts may not necessarily be authorized to make changes to the accounts. The Governing Board shall designate employees who are authorized to transfer funds from the bank accounts.

The Governing Board authorizes the Executive Director, Assistant Executive Director, Administration and Operations Bureau Chief, and select members of the Finance Team (excluding the Finance Officer) to transfer funds between banks and bank accounts. Emails requesting transfers are required and bank confirmations must be retained.

The Governing Board authorizes a banking agreement with each bank designating specific accounts to which transfers are authorized and the persons authorized to transfer funds. No one employee will have permissions to open, close, or edit a banking agreement or make changes to existing accounts. A minimum of two employees will be needed to make these changes.

### ***Receipts and Deposits***

**AUTHORITY:** Florida Statutes, Florida Administrative Code, Executive Director

**POLICY:** All monies received by the District shall be processed for deposit in the prescribed manner. Money is defined as cash, check, cashier's check or money order. A cash receipt, as used in this procedure, also means money. These procedures apply only to monies received in the District that are payable to the District. Monies received in the District that are payable to a company, firm or person other than the District will require special handling and will not be listed on a transmittal sheet and MUST NOT be restrictively endorsed.

### **Monies Received Through the Mail**

The headquarters location of the District is 9225 County Road 49, Live Oak, FL 32060.

All mail, including express mail services such as UPS, Federal Express, etc., shall be delivered to the reception desk. Upon determining the mail contains money the following procedure shall be followed:

All cash receipts shall be listed on an approved Daily Cash Transmittal Form which shall include, at a minimum, the transmittal date, pre-printed receipt number if applicable, a detail of who the money is remitted by, check number if applicable, total number of receipts, total dollar amount of receipts, date, and signatures of transmitting and receiving employees. All checks shall be restrictively endorsed with the District stamp at the point of mail opening. The Daily Cash Transmittal Form and monies shall be verified by two employees other than the Receptionist and forwarded daily to the Finance Team.

If money is received for any other purpose, the transmittal form, cash receipts and all accompanying documentation shall be completed and hand delivered to the Finance Team in the

prescribed manner.

### **Pre-numbered Receipt Forms**

The District shall have pre-numbered receipt forms available for monies that are received in person. All monies shall be receipted.

The Finance Team is the official custodian of all receipt forms and will account for all receipt numbers including voided receipts. All receipts should be documented on the Daily Cash Transmittal Form and accounted for monthly as part of the bank reconciliation process.

Completed pre-numbered receipts shall be distributed in the following manner:

- A. Original: Give to applicant or remitter.
- B. Copy: Remain in receipt book for audit purpose.
- C. Record check information and receipt number on the Daily Cash Transmittal Form.

Voided checks should be marked "VOID" in the receipt book. The original receipt shall be given to the applicant or remitter and the copy shall remain in the receipt book.

### **Permitting Revenue**

All monies received by a permitting division shall be processed in the following manner:

If a permitting applicant gives money to an employee of the District they shall direct the individual to the Receptionist. The Receptionist will immediately prepare a pre-numbered receipt and give the original copy to the remitter. The copy remains in the receipt book. These funds will also be documented on the Daily Cash Transmittal Form for the day.

Monies received in any manner not previously described shall immediately be hand carried to the Receptionist for processing.

### **Bank Deposits**

All monies received in the District shall be deposited in the appropriate bank account as soon as possible but no later than seven calendar days from the end of the week in which the monies were received in the District.

### **Processing of Invoices**

**AUTHORITY:** Executive Director

**POLICY:** The District follows state guidelines and requires that invoices be processed for payment within 30 days of receipt of invoices, receipt of goods or services and inspection and approval of goods.

## **PROCEDURE:**

To ensure prompt payment of invoices, three dates must be shown on the face of the invoice: date goods or services were received; date goods were inspected; and date the invoice was received.

### **Headquarters Office**

When goods or services are purchased that do not require a purchase order (rent, telephone, utilities, etc.), the invoice and all copies received should be routed to the Finance Team after they are coded and approved by Division Director or designee.

The District is exempt from paying both Florida sales tax and federal excise tax. Therefore, when there is purchasing materials that are not on a purchase order, it will be necessary to supply the vendor with the District's tax exemption form if the vendor does not have it on file.

When invoices arrive at the District they are date stamped, sorted and forwarded to the proper Division. If the invoices are for contractual services, see Payment of Invoice for Contractual Services policy below.

### **Accounts Payable Invoice and Check Processing**

Invoices that are approved for payment by the Division Director are entered by the Division's Business Resource Specialists (BRS) in the accounting system. The invoices are scanned into the vendor invoice record. The hard copies are filed for reference and audit purposes.

The AP/Payroll & Benefits Coordinator reviews all invoices entered into the accounting system for accuracy and completeness. Invoices are then marked for payment and the Administration and Operations Bureau Chief is notified the invoices have been marked for payment and await his approval for check processing. Once the Administration and Operations Bureau Chief approves the invoices for check processing the AP checks are printed.

Two employees must be present for AP checks to be printed. Once the checks are printed the checks number ranges and the number of checks are recoded on a check log. The log is then initialed by the primary check processor and the alternate.

Once printed, the AP checks are given to the Receptionist for mailing. Check copies are matched with the paper invoices and filed in the Administration and Operations Bureau for future reference.

Florida law requires that the payment be mailed to the vendor no later than 40 days after receipt of goods or services and receipt of a proper invoice. No more than five days should be taken to inspect and approve the receipt of goods or services. Provisions may be imposed that allow additional time for inspection of goods or services provided that the vendor is made aware of any special provisions prior to accepting the purchase order or contract.

### **Check Requests for Less than \$1,000**

The District has identified certain types of transactions that are administrative in nature. Examples  
Finance and Accounting Policy - Effective March 11, 2014

include ordering publications and software at catalog prices, paying for memberships or registrations, and other miscellaneous transactions for which an invoice has not yet been received.

A written Check Request Form, indicating the date, purpose, and account code is signed by the Division Director before a BRS enters the invoice into the system. A Check Request Form is available on the SharePoint portal.

### **Payment of Invoice for Contractual Services**

The following procedures are supplemental to the Contractual Services Policy. Please consult this policy for the procedures on procuring and managing contracts.

Upon receipt of the invoice for a contractual service, the invoice is sent to the Contract Manager to review for accuracy. The Contract Manager must confirm the following:

Contract Manager must check the status of the contract via the Contracts Database. No invoices will be paid unless the contract has an "active" status as per the Contract Database.

Contractor invoices should clearly indicate performance of contractual tasks and deliverables and should include that which is required in the executed contract. Contractor invoices should not include any charges for non-deliverable items such as travel time, travel expenses, telephone calls, copying, equipment rental costs, or other related expenses.

Contractor should only invoice for authorized charges. Invoices should not contain references to hours worked or services performed in excess of hours of services authorized in the contract.

If any capital outlay items that will become property of the District are included in the service provided, these capital outlay items must be clearly identified in the invoice in order to allow for the proper inventorying of these items by the Finance Team in the accounting system.

Once the Contract Manager has approved and signed the invoice, the invoice will be sent to the appropriate Division Director to confirm that the services were received and accepted, and to authorize payment. After the Division Director's review, acceptance, and payment authorization, the invoice is entered into the accounting system by the Division's BRS's.

### **Check Register and Check Writing Procedures**

**AUTHORITY:** Governing Board

**POLICY:** The District employs the use of a computer program and laser printer for signing all checks. The laser printer used is located in the Administration and Operations Bureau. A check register or batch report is generated after printing AP checks. The check register contains the following information:

A. Vendor Number

B. Vendor Name

Finance and Accounting Policy - Effective March 11, 2014

- C. Total Paid
- D. Check Number (system generated)
- E. Check Date
- F. Batch Total

### **Valid Signatures**

Per Florida Statute two signatures are required on all checks: Chairman of the Governing Board and the Treasurer of the Governing Board. In the event the laser printer quits working or an emergency check needs signing, an alternate printer may be used.

### **Check Printing Processors**

The AP/Benefits & Benefit Coordinator is the primary check printing processor and there is a designated alternate check printing processor within the Finance Team.

### **Vendor Database**

The Administration and Operations Bureau Chief shall appoint a staff person other than a check signing processor to add or update vendor information in the District's accounting system.

### **Check Requests for Travel, Registrations and Training**

Payment for travel reservations and registrations can be made with assigned purchasing cards. Please review the travel policy for current procedures on travel. In the event a purchasing card is not used, checks for travel reservations, meals and registrations in accordance with Chapter 112.061 (13), F.S., should be requested by the Division's BRS. A Check Request Form, indicating the program and account code and signed by the Division Director, is required before the BRS can process the check for payment. Standard processing time for a check request coordinates with the Accounts Payable schedule. These checks may be for an amount of \$1,000 or greater with appropriate approvals as documented in the latest Travel policy. These checks will be issued in conformance with the check writing procedures above.

### ***Petty Cash Procedures***

**AUTHORITY:** Florida Statutes, Executive Director

**POLICY:** It is the policy of the District to provide a petty cash account for making small purchases (\$30 limit) which cannot be made through the normal purchasing procedures or for amounts too small to justify single voucher processing.

### **Custodian of Petty Cash Account**

The Administration and Operations Bureau Chief shall designate a person in the Finance Team as the custodian of the petty cash account for the District. The Administration and Operations Bureau Chief shall perform a quarterly audit of the petty cash fund.

Finance and Accounting Policy - Effective March 11, 2014

## **Fund Balance**

The petty cash account has an authorized amount of \$300 which must be accounted for at all times. Cash and paid receipts together must equal the authorized balance amount.

## **Replenishment of Petty Cash**

The petty cash account shall be replenished periodically so it never becomes depleted. An expenditure voucher supported by receipts charged against the account shall be processed to obtain a check payable to "Petty Cash". The supporting documentation used to justify the petty cash replenishment shall be filed with the disbursement voucher. Charges against the petty cash account shall be entered into the accounting records to properly document the expenditures charged.

## **Reimbursements from Petty Cash**

All reimbursements from petty cash must meet the following requirements:

- A. The expense must be necessarily incurred by the employee in the performance of his/her official duties.
- B. All reimbursements must be supported by a paid receipt that includes the account code.
- C. For each petty cash reimbursement, a "Petty Cash Confirmation Form" must be completed and signed by the employee requesting reimbursement along with the Division Director

## ***Payroll and Time Accounting***

**AUTHORITY:** Executive Director

**POLICY:** Every employee filling an established position will be compensated according to an agreed upon rate of pay. District employees will be paid on a bi-weekly schedule with the pay day being designated as the Thursday following the end of the pay period. Please reference the Attendance and Leave Policy, effective February 6, 2014, for procedures on attendance and leave accrual and use.

## **Time Sheet Submission for All Employees**

All employees must complete a system automated time sheet at the end of each bi-weekly pay period. Hourly employees are paid based on the number of hours actually worked and documented.

All work hours must be charged against the appropriate Governor's Office Codes and Project codes.

All leave hours must be charged against the appropriate type of leave (annual, compensatory, leave without pay, sick, holiday, including personal holiday and administrative).

The time sheet must be completed and submitted electronically by the employee to the Program Manager and/or the appropriate Division Director before being forwarded to the AP/PR & Benefits Coordinator. In exceptional circumstances, employees may submit a printed timesheet.

Time sheets are due in the Accufund Portal by 5:00 p.m. on Friday at the end of the bi-weekly pay period. The Administration and Operations Bureau may require time sheets be completed and submitted earlier if a holiday or other extenuating circumstances make it necessary for the AP/PR & Benefits Coordinator to process payroll earlier in order to pay the employee by the scheduled pay day.

Employees who are absent on the Friday at the end of the bi-weekly pay period must make arrangements with their supervisor for their time sheet to be completed and posted by the due date.

### **Mandatory Payroll Deductions**

- A. Federal Withholding Tax: The District automatically deducts federal withholding tax according to the number of exemptions claimed and amount designated on the most recent W4 form submitted by the employee.
- B. Social Security (FICA): The District automatically deducts a percentage amount up to an established maximum from each employee's salary. The District then "matches" this amount. The percent and maximum are established by the U.S. Congress, and are subject to change each year. Contact the AP/PR & Benefits Coordinator for the most up-to-date information.
- C. Florida Retirement System (FRS): Effective July 1, 2011, FRS members must contribute three percent (3%) of their salary as retirement contributions, on a pre-tax basis (the salary is reduced by the amount of the employee contribution before determining the federal income tax deduction). The District will automatically deduct the employee contributions.
- D. Deferred Retirement Option Program (DROP): Members participating in DROP and re-employed retirees who are not allowed to renew membership will not be required to make three percent (3%) contributions.

### **Withholding Exemption**

Withholding exemptions and additional withholding can only be affected by completing a new W-4 form.

### **W-2 Statements**

W-2 statements are issued by the District each January to all persons paid salaries by the District

Finance and Accounting Policy - Effective March 11, 2014

during the previous calendar year. One set of W-2 statements will be issued per employee.

If an individual was employed by more than one agency during the year, the employee will receive a W-2 from each employer.

If an employee loses the W-2 statement, the AP/Payroll & Benefits Coordinator will prepare and issue a duplicate statement on a one-time only basis.

### **Miscellaneous Deductions**

Miscellaneous deductions will begin, change or stop only upon receipt of a written authorization signed by the employee indicating the action to be taken and the amount. Deductions such as levies by the Internal Revenue Service will be initiated upon receipt of written notice from the appropriate legal authority. Miscellaneous deduction forms are available from the AP/Payroll & Benefits Coordinator or the agency receiving the deduction.

### **Employee Status Changes**

The Governing Board and Human Resources Coordinator will add employees, pay rates and employee banking information into the HR module within the accounting system. Updates entered into the Human Resources module automatically reflect in the Payroll module. The AP/PR & Benefits Coordinator will then verify the information entered into the accounting system to the Personnel Action Form for accuracy and completeness.

### **Direct Deposit and Electronic Funds Transfer (EFT)**

Direct deposit is mandatory for all District employees. Before the EFT file or wire transfers are processed by the AP/Payroll & Benefits Coordinator, written or electronic approval of the Finance Officer is required. If the Finance Officer is not available, the Administration and Operations Bureau Chief or member of the Finance Team will serve as the alternate.

Pay check stubs are available through the District Accufund Portal.

### **Other Provisions Affecting Payroll and Time Accounting**

Federal and state laws and District personnel rules, policies and procedures may also contain provisions affecting payroll and time accounting not covered in this procedure. If any conflict arising between those provisions and this procedure occurs, the laws, rules and policies shall prevail.

### ***Property Procedures***

**AUTHORITY:** Chapters 274, 373, Florida Statutes, Executive Director, Governing Board

**POLICY:** To provide an effective and efficient system for the receipt, accountability, transfer and maintenance of all District property.

## **Definitions**

- A. Property: Items meeting the definition of Operating Capital Outlay.
- B. Operating Capital Outlay: Equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000 or more and the normal expected life of which is one year or more.
- C. Property Administrator: An individual employed by the District, assigned to the Administration and Operations Bureau Chief having an overall responsibility for managing the assignment, accountability, transfer and disposal of all District-owned property, but not directly responsible for custody of property belonging to each division.
- D. Property Custodian Delegate: An employee who is designated by the Division Director to be responsible to the District and the Property Administrator for the property accountability in his/her division.

## **Assignment of Property**

Each division shall be responsible for assigning items of property within the division to a specific room number. Property should be properly safeguarded and accounted for by the employee responsible for the area in which it is located. Property purchased by, or transferred to, a division should be immediately assigned to a room.

## **Receipt of Property**

After property has been ordered and received, the receptionist shall complete a Receiving Form to acknowledge receipt of the property. The purchase order document and reception report shall be immediately forwarded to the Finance Team upon receipt, inspection, signature of recipient and tagging of the property.

## **Property Purchased by Contractors**

Property purchased by contractors as a result of professional service contracts with the District remains the property of the District. When the District is invoiced for such equipment, the project manager will provide the Finance Team the required information so the property can be accounted for properly in the accounting system. A tag number will be assigned to the property before it is assigned to a staff member.

## **Property Asset Tag**

The property asset tag number is assigned and tagged by the Receptionist before the item is distributed and assigned to the employee. The asset tag will be affixed in a location which is readily visible and consistently placed on all like items.

Items costing less than \$1,000 but determined to be an "attractive" item (that which can

be readily carried away and sold or used for personal purposes) should be maintained on separate internal inventories database within each division and inventoried annually. A few examples of "attractive" items would be cameras, iPads, and power tools.

### **Transfer of Property**

Property items assigned to a specific Division Director must remain in the assigned location when not in use. Any physical transfer of property to another property custodian delegate must be documented in an email to the Property Administrator in the Administration and Operations Bureau.

### **Loaned Property**

Property loaned to another division must be documented in an email to the Property Administrator in the Administration and Operations Bureau.

### **Lost, Missing or Stolen Property**

When an item has been lost or is missing, the property custodian delegate shall make a detailed written report in memorandum form (email is acceptable) and routed through his/her Division Director, identifying the property by tag number, item number, serial number, and description. The report will be directed to the Property Administrator and shall include the time, place and circumstances associated with the loss of the item.

Known or suspected stolen property shall be reported to the appropriate law enforcement agency, and a copy of the law enforcement agency's report should be attached to the property custodian delegate's report. The above procedure should be followed when items are discovered missing.

Missing items will not be deleted from the inventory until six months have passed, during which time a diligent search for the item is conducted. If after six months the item is still missing, the Property Administrator will prepare a request to delete the missing item from the official property inventory records. Upon approval from the Governing Board, the item will be disposed of in the inventory records and the accounting records will be adjusted accordingly.

### **Disposal of Property**

As a result of changes in technology, changes in District program priorities, functional obsolescence, and overall wear and tear, certain items of District property will lose their utility. In instances where the value of those items (purchase price) is \$1,000 or more, a Division Director will execute a Certification of Surplus Property form and forward to the Administrative and Operations Bureau Chief.

Once the Administrative and Operation Bureau Chief has approved the Certification of Surplus Property form, the property will be physically transferred to the custody of the Property Administrator who will secure storage until the time of disposal.

All disposals must be performed in accordance with Chapter 274, F.S., and these instructions.

- A. Items declared to be surplus to the needs of the District, in unusable (scrap) condition or in such poor state of repair that it is no longer fiscally feasible to continue to maintain the item, shall be listed for disposal. The request for disposal listing shall contain the following information:
- 1 description of the item
  - 2 property control number assigned to the item
  - 3 serial number of the item (if applicable)
  - 4 costs or value at time of acquisition
  - 5 estimated current value (vehicles only)
  - 6 reason for determination to surplus the item
  - 7 recommended method of disposal (public sale, transfer to other agency, transport to landfill, etc.)
- B. Upon disposal approval by the Governing Board, the item(s) will be disposed of in accordance with established guidelines and removed from the active inventory files. The District property control number will be removed from the item prior to the disposal of the item. The removed property inventory decal will be forwarded to the Property Administrator with a statement citing the method of disposal. Surplus property items not wanted by other water management districts or counties within the jurisdiction of the District may be disposed of by: donation to public and non-profit entities, pre-priced public sale, sealed bid sale, landfill disposal or in any other manner prescribed by the Director, Division of Administration & Operations Bureau, and in accordance with Chapter 274, Florida Statutes.

If capital equipment is used as trade in, the Division Director must obtain prior Governing Board approval to declare the trade-in equipment as surplus. The vendor of new equipment must certify the value credited for the trade-in equipment.

The disposal record will be retained by the Property Administrator for a period of three years provided the audit is completed for the year of disposal.

### **Property Inventory System/Physical Inventory**

The Property Administrator in the Administration & Operations Bureau will maintain an automated, current, detailed accounting Sub-system for all operating capital outlay owned by the District.

Once each year, preferably near the end of the fiscal year, a physical inventory of all assigned fixed assets will be conducted. The Property Administrator will provide to each property custodian delegate a printout of all property assigned to the division represented by the delegate.

The delegate will perform a physical inventory of all property physically located within his/her division. Items found which are on the inventory will be marked with the signature of the person who physically located the item. Items found which are not shown on the inventory will be added to the inventory either by notations on the inventory, or on a sheet attached to the inventory. Items

on the inventory but not physically located will be marked as "not found". It is recommended that the property custodian delegate not personally conduct the inventory alone, but assist another person in conducting the inventory.

### ***Investment of District Funds***

**AUTHORITY:** Governing Board, Executive Director

**POLICY:** It is the intent of the District to maximize earnings by investing idle cash on an ongoing basis.

### **Cash Management**

The Finance Officer or alternate shall monitor cash balances on a periodic basis (monthly minimum) to ensure that non-interest bearing accounts do not excessively exceed the daily cash needs of the District.

### **Investment Accounts**

Interest bearing banking accounts described in the "Banking and Bank Accounts" section of this policy shall be utilized for the investment interest earnings benefits provided.

Monies shall not be invested with independent investment brokerage firms, nor shall they be invested by the District in at-risk stocks, bonds, securities or other ventures without the authorization of the Governing Board.

### ***Dishonored Check Procedures***

**AUTHORITY:** Executive Director

**POLICY:** It is the District's policy to make a diligent effort to collect all debts owed the District and to recover, via service charges, the costs of handling and processing dishonored checks.

### **Initial Action by the Finance Team**

When a check is dishonored by the bank and returned to the Finance Team, the bank reduces the balance in the account by the amount of the dishonored check. The Finance Team performs the following:

- A. Attempt (one time) to contact the issuer by phone to inform him/her the check "bounced".

Provided that the issuer indicates that they will immediately (within 24 hours) make the check good, the Finance Team may deposit the check again and allow for it to clear, or may instruct the issuer to bring cash, a cashier's check or money order to the District office to replace the dishonored check.

If the check is made good within the 24-hour period, the Finance Team will deposit the

replacement funds and document the deposit (file) records accordingly. No entry needs to be made in the accounting system.

- B. If permit applications are involved, the affected program is to be immediately informed of the dishonored check.
- C. If the issuer cannot be contacted or if the response is negative, the Finance Team will prepare a letter from the Finance Officer to the issuer.
- D. A copy of the letter will be forwarded to the program area affected by the dishonored check. The original will be mailed by certified mail to the issuer and a copy will be retained in a suspense file in the Finance Team.

At this point no action will be taken by the program area and no entries will be made in the accounting system. (An exception would be to suspend the "clock" on the time period to process a permit application until the check was made good.) The Finance Team will allow ten days from the mailing date of the letter for a response.

#### **Final Action by the Finance Team**

If payment (including service charge) is received, the Finance Team will deposit the replacement funds and document the deposit (file) records accordingly. If the service charge does not accompany the payment, the issuer will be invoiced for the service charge. The service charge should not be waived.

If the District has not received a response at the end of the thirty-day waiting period, the Finance Team will take the following actions.

- A. Make the necessary reversing entries in the accounting system to debit the revenue (or accounts receivable) account and credit the cash account.
- B. Prepare a memorandum to the affected program area informing them that the payment received for the stated purpose was negated by the bad check.
- C. Place copies of: (1) the dishonored check; (2) the certified letter; and (3) the memorandum to the program area, in the deposit (file) records along with the code sheet of the reversing entry.
- D. Forward the dishonored check and copies of all correspondence to the affected program area for further action.

This completes the actions by the Finance Team and documents the reason for the initial and reversing entries in the accounting system.

#### **Action by the Affected Program Area**

If the initial payment started the "clock" running on a required processing period, the "clock" may

be suspended pending receipt of negotiable payment. (This is assuming that rule or law requires payment to accompany the permit application, etc.)

The next action(s) by the program area may be one or more of the following:

- A. Attempt further collection attempts through physical, telephone or mail contact.
- B. Reject the purpose of the payment and return the check and all accompanying documents to the issuer.
- C. Turn over the dishonored check and all other available information to the state attorney for criminal prosecution.
- D. Utilize the services of the District's legal counsel to attempt collection of all appropriate monies due the District for payment and associated costs (service charge, court costs, attorney fees and incurred bank fees).
- E. Utilize the services of a collection agency.
- F. Other action as deemed appropriate by the Executive Director and/or the District's legal counsel.

### **Subsequent Actions**

In the event the dishonored check was for payment of a tangible commodity having material value, the District should attempt through legal process to reclaim possession of the item(s) if payment cannot be recovered.

### ***Unclaimed Checks Procedure***

If the Finance Team discovers that a check is outstanding for more than 60 days from issuance, then the Finance Team will attempt to contact the vendor by phone and email to determine whether or not the check was received by the vendor.

If phone or email contact cannot be established, the Finance Team will issue a letter to the vendor at the last known address with the following text:

According to our most recent bank statement, the following check payable to you has not cleared our account:

Check Number: Amount: Date:

Please review your records and indicate appropriate action:

I have received and deposited the above check. Please mark your records accordingly.

I have received the check and will deposit it as soon as possible.

I have not received the check. Please reissue.

Finance and Accounting Policy - Effective March 11, 2014

Printed Name Signed Name Current Mailing Address:

The Finance Team will keep a record of all checks that remain unclaimed. The Finance Team will report unclaimed checks to the State of Florida, Department of Financial Services no later than May 1 each year. Reporting shall follow the *Florida Unclaimed Property Reporting Instructions Manual*.

MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Bureau Chief, Administration and Operations  
DATE: February 24, 2014  
SUBJECT: Land and Facilities Operations Activity Summary

Burning activities were conducted during the report period of December 2013 through January 2014.

Steinhatchee Rise #1 timber sale was completed on January 10, 2014.

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

**REAL ESTATE**

Conservation Easement Review

| Owner                                | Project Name                 | Acres  | County             | 2013-2014 Monthly Inspection Date |   |   |   |   |   |   |   |   |   |   |   |  |
|--------------------------------------|------------------------------|--------|--------------------|-----------------------------------|---|---|---|---|---|---|---|---|---|---|---|--|
|                                      |                              |        |                    | O                                 | N | D | J | F | M | A | M | J | J | A | S |  |
| Bailey, Donald and Margaret          | Bailey/Cuba Bay Exchange     | 164    | Jefferson          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Bailey Brothers                      | Bailey Brothers Steinhatchee | 16,522 | Dixie              |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Champion, Roger and Donna            | Mount Gilead                 | 180    | Madison            |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Chinquapin Farm, L.L.C.              | Chinquapin Farm              | 6,350  | Columbia, Suwannee |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| City of Newberry                     | Newberry Wellfield           | 40     | Alachua            |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Davidson, Dr. C. Linden              | Davidson                     | 225    | Jefferson          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Drummond, Graham                     | Lower Suwannee               | 543    | Levy               | X                                 |   |   |   |   |   |   |   |   |   |   |   |  |
| Feagle, Ronald and Dorothy           | Bonnet Lake                  | 433    | Columbia           |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Florida Sheriffs Youth Ranches, Inc. | Youth Ranches (I and II)     | 550    | Suwannee           |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Livingston Foundation                | Dixie Plantation             | 8,902  | Jefferson          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Hale and McDaniel                    | Carter                       | 1,232  | Columbia           |                                   | X |   |   |   |   |   |   |   |   |   |   |  |
| Harrell, Curtis and Matthew          | Falmouth Addition            | 912    | Suwannee           |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Jackson, Kevin and Patrice           | Jackson                      | 171    | Lafayette          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Layman Law Firm                      | Layman Aucilla               | 167    | Jefferson          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Loncala Inc.                         | Loncala Alapaha              | 1,141  | Hamilton           |                                   |   | X |   |   |   |   |   |   |   |   |   |  |
| Loncala, Inc.                        | Loncala Gilchrist            | 913    | Gilchrist          |                                   |   | X |   |   |   |   |   |   |   |   |   |  |
| Loncala, Inc.                        | Monteocha Creek              | 951    | Alachua            |                                   |   | X |   |   |   |   |   |   |   |   |   |  |
| Mann, Jack & Loy Ann                 | Manatee Springs Addition     | 590    | Levy               |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| McEnany , Michael                    | Waccasassa                   | 1,104  | Levy               |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Meeks, David & Sarah                 | Manatee Springs Addition     | 370    | Levy               |                                   |   |   |   |   |   |   |   |   |   |   |   |  |
| Moore, Madeline                      | Moore                        | 115    | Jefferson          |                                   |   |   |   |   |   |   |   |   |   |   |   |  |

Conservation Easement Review (continued)

| Owner                                  | Property Name                         | Acres  | County               | 2013-2014 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             |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Platt, Cody and Carol                  | Aucilla Addition                      | 274    | Jefferson            |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Plum Creek Timberlands                 | Gainesville Wellfield                 | 3,084  | Alachua              |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Plum Creek Timberlands                 | Waccasassa Gulf Hammock               | 21,300 | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Plum Creek Timberlands                 | Manatee Springs Addit. Oak Hammock    | 4,588  | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Plum Creek Timberlands                 | Manatee Springs Addit. Suwannee Swamp | 12,797 | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Ragans Hoyt and Betty                  | Aucilla                               | 755    | Jefferson<br>Madison |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Red Hills Land Company                 | Foster                                | 163    | Jefferson            |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Sanders, Thomas and Sylvia             | Mill Creek                            | 339    | Hamilton             |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Sante Fe River Hammock, L.L.C.         | Santa Fe River Hammock                | 167    | Bradford             |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Sheppard, Derwood and Susan            | Manatee Springs Addition              | 120    | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Strickland Field, L.P.                 | Strickland Field                      | 3,822  | Dixie                |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Suwannee River Development LLC         | Ace Ranch                             | 260    | Lafayette            |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| The Campbell Group-Bascom Southern LLC | California Swamp                      | 32,134 | Dixie                |                           |   | X |   |   |   |   |   |   |   |   |   |  |  |
| Tisdale Robert                         | Tisdale                               | 83     | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Usher Family Trust                     | Usher                                 | 2,023  | Levy                 |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |
| Zellwin Farms, Inc.                    | Jennings Bluff                        | 362    | Hamilton             |                           |   |   |   |   |   |   |   |   |   |   |   |  |  |

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.

**LAND AND FACILITIES OPERATIONS**

Prescribed Fire

| <b>Summary Table FY 2014</b>                             | <b>2014 Target Acres</b> | <b>Acres Complete</b> |
|--|--------------------------|-----------------------|
| Suwannee River Water Management District                 | 9,800                    | 715                   |
| Florida Forest Service burns on Twin Rivers State Forest | 2,000                    | 850                   |
| <b>TOTAL</b>   | <b>11,800</b>            | <b>1,565</b>          |

Prescribed Burn Activity

| <b>TRACT</b>                 | <b>COUNTY</b> | <b>B&amp;B<br/>DUGGER</b> | <b>TFC</b> | <b>WFS</b> | <b>FFS<br/>TRSF</b> | <b>TOTAL ACRES</b> | <b>TOTAL<br/>WILDFIRE<br/>ACRES</b> |
|------------------------------|---------------|---------------------------|------------|------------|---------------------|--------------------|-------------------------------------|
| Cuba Bay                     | Madison       | 205                       |            |            |                     |                    |                                     |
| Seven Bridges                | Taylor        | 97                        |            |            |                     |                    |                                     |
| Manatee Springs South        | Madison       |                           | 161        |            |                     |                    |                                     |
| Nature Coast Wellfield       | Suwannee      |                           | 112        |            |                     |                    |                                     |
| Withlacoochee Quail Farm     | Madison       |                           |            |            | 140                 |                    |                                     |
| Black                        | Madison       |                           |            |            |                     | 414                |                                     |
| Ellaville                    | Madison       |                           |            |            |                     | 399                |                                     |
| Mill Creek South             | Madison       |                           |            |            |                     | 37                 |                                     |
| <i>Sub-total for Period</i>  | 302           | 273                       | 0          | 140        | 850                 | 1,565              | 0                                   |
| <i>Previous Acres Burned</i> | 0             | 0                         | 0          | 0          | 0                   | 0                  | 0                                   |
| <b>Total Acres</b>           | <b>302</b>    | <b>273</b>                | <b>0</b>   | <b>140</b> | <b>850</b>          | <b>1,565</b>       | <b>0</b>                            |

**Timber**

Reforestation

| TRACT                     | ID          | Acres | Planting Type | Species Planted | Total # of Seedlings Planted | Total Cost  | Completion Date |
|---------------------------|-------------|-------|---------------|-----------------|------------------------------|-------------|-----------------|
| Withlacoochee Quail Farms | 189-2014-01 | 146   | Hand          | Longleaf Pine   | 109,500                      | \$28,585.44 | 1/8/2014        |
| Cabbage Creek             | 23-2014-01  | 74    | Hand          | Longleaf Pine   | 44,400                       | \$10,964.32 | 1/12/2014       |

Timber Sales

| Tract             | Contract  | Acres | Tons Harvested | Gross Revenue | Completion Date |
|-------------------|-----------|-------|----------------|---------------|-----------------|
| Steinhatchee Rise | 12/13-057 | 229   | 14,932.90      | \$192,731.22  | 1/10/2014       |
| Bell Springs      | 13/14-014 | 16.90 | 983.49         | \$15,143.07   | 1/29/2014       |

**SR-13 Steinhatchee Rise #1- Contract 12/13-057                      Acres: 229**  
**Start Date: 4/18/2013                      Completed: 1/10/2014**

**Harvest Protocol: Combination 5th row with selective mark on 190 acres and 3rd row with selective mark on 39 acres.**

| Product       | Harvest (Tons)     |                    | Product Prices \$/Ton | Income (\$)         |                     |
|---------------|--------------------|--------------------|-----------------------|---------------------|---------------------|
|               | Originally Cruised | Actually Harvested |                       | Originally Cruised  | Actually Harvested  |
| Topwood       | 341.00             | 719.87             | \$10.21               | \$3,481.61          | <b>\$7,349.87</b>   |
| Pine Pulpwood | 10,528.00          | 11,490.25          | \$11.75               | \$123,704.00        | <b>\$135,010.47</b> |
| Pine CNS      | 2,778.00           | 2,722.75           | \$18.50               | \$51,393.00         | <b>\$50,370.88</b>  |
| <b>Total</b>  | <b>13,647.00</b>   | <b>14,932.87</b>   |                       | <b>\$178,578.61</b> | <b>\$192,731.22</b> |
| % Estimate    |                    |                    |                       |                     |                     |

| Product        | CI Error | Revenue Range of High Bid |                     |                     |
|----------------|----------|---------------------------|---------------------|---------------------|
|                |          | Low                       | Mean                | High                |
| Topwood        | 0.1      | \$3,133.45                | \$3,481.61          | \$3,829.77          |
| Pine Pulpwood  | 0.1      | \$111,333.60              | \$123,704.00        | \$136,074.40        |
| Pine CNS       | 0.1      | \$46,253.70               | \$51,393.00         | \$56,532.30         |
| <b>Overall</b> |          | <b>\$160,720.75</b>       | <b>\$178,578.61</b> | <b>\$196,436.47</b> |

**SR-14 Bell Springs #1- Contract 13/14-014**  
**Start Date: 9/19/2013      Completed: 1/29/2014**  
**Acres: 16.90**

**Harvest Protocol: Combination 3rd row with selective mark.**

| Product       | Harvest (Tons) |               | Product Prices<br>\$/Ton | Income (\$)        |                    |
|---------------|----------------|---------------|--------------------------|--------------------|--------------------|
|               | Originally     | Actually      |                          | Originally         | Actually           |
|               | Cruised        | Harvested     |                          | Cruised            | Harvested          |
| Pine Pulpwood | 801.00         | 902.93        | \$15.00                  | \$12,015.00        | \$1,599.12         |
| Pine CNS      | 146.00         | 80.56         | \$19.85                  | \$2,898.10         | \$13,543.95        |
| <b>Total</b>  | <b>947.00</b>  | <b>983.49</b> |                          | <b>\$14,913.10</b> | <b>\$15,143.07</b> |
| % Estimate    |                |               |                          |                    |                    |

| Product        | CI Error | Revenue Range of High Bid |                    |                    |
|----------------|----------|---------------------------|--------------------|--------------------|
|                |          | Low                       | Mean               | High               |
| Pine Pulpwood  | 0.1      | \$10,813.50               | \$12,015.00        | \$13,216.50        |
| Pine CNS       | 0.1      | \$2,608.29                | \$2,898.10         | \$3,187.91         |
| <b>Overall</b> |          | <b>\$13,421.79</b>        | <b>\$14,913.10</b> | <b>\$16,404.41</b> |

## MEMORANDUM

TO: Governing Board

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

DATE: February 24, 2014

RE: Acceptance of the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels

### RECOMMENDATION

## **Staff recommends the Governing Board accept the Recovery Strategy for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels.**

### BACKGROUND

On June 11, 2013, the Governing Board approved Resolution 2013-11, requesting the Department of Environmental Protection (Department) to adopt the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels (MFLs) and associated recovery and prevention strategies. District staff have cooperated with the Department and the St. Johns River Water Management District (SJRWMD) during development of the MFLs and the recovery strategy.

The Department's adoption by rule of the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs and regulatory portion of the Recovery Strategy will avoid duplicative efforts by both the District and the SJRWMD. Once adopted by rule, the regulatory portion of the recovery strategy can be implemented in both districts without further rule adoption.

The Department held two rule development workshops on November 18, 2013, and January 22, 2014. The public comment period ended February 5, 2014, on the second draft of the MFL rule, which was released for public review on January 22, 2014. The second draft of the Recovery Strategy was released for public review on January 17, 2014. The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (SAC) finalized eleven consensus recommendations to the districts at its January 27, 2014 meeting. On February 24, 2014, the District presented the SAC with edits to the Recovery Strategy based on its consensus recommendations. The SAC unanimously voted (by a vote of 11 – 0 in favor) to support the revised *Draft Recovery Strategy Lower Santa Fe River Basin—Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels* (dated February 21, 2014) incorporating the SAC's consensus recommendations pertaining to the document. Staff agreed to work with Tom Harper to incorporate item #4 of the SAC's recommendation for "Agricultural Water Use Approach" for inclusion in "Section 5.2 Water Conservation Component."

CH/dd

## MEMORANDUM

TO: Governing Board  
FROM: Carlos Herd, P.G., Division Director, Water Supply  
DATE: February 24, 2014  
RE: Water Conservation Month Proclamation

### RECOMMENDATION

## **Staff recommends the Governing Board declare April 2014 as Water Conservation Month.**

### BACKGROUND

For the past 15 years, the State of Florida has formally recognized April as Water Conservation Month. Many local governments, water management districts and other entities have demonstrated their support by adopting resolutions or proclamations designating Water Conservation Month in their communities.

This designation provides an opportunity to increase public awareness about the importance of water conservation and following the District's year-round water conservation measures. It also encourages citizens to develop life-long conservation habits that will help preserve and protect our state and local water resources now and in the future.

Therefore, staff recommends the Governing Board adopt a proclamation designating April 2014 as Water Conservation Month.

CH/co

**Proclamation**

Suwannee River Water Management District  
Live Oak, Florida

**WHEREAS**, clean, safe and sustainable water resources are vital to Suwannee River Water Management District’s (District) residents, visitors, economy, and environment; and

**WHEREAS**, droughts, development, and population growth serve as reminders that Florida’s ground and surface water resources such as rivers, lakes, and springs are finite and fragile; and

**WHEREAS**, permanent, year-round water conservation measures are in effect throughout the District; and

**WHEREAS**, water conservation is a District strategic priority; and

**WHEREAS**, the District encourages and supports water conservation through public awareness efforts; and

**WHEREAS**, water conservation will continue to play an important role in the future protection and preservation of ground and surface water resources; and

**WHEREAS**, every business, industry, school, resident, and visitor can help by conserving water and thus promote a healthy economy and community; and

**WHEREAS**, local governments are essential in assisting in promoting water conservation awareness and implementing water conservation measures; and

**WHEREAS**, the State of Florida traditionally designates April as Water Conservation Month,

**NOW THEREFORE**, the Governing Board of the Suwannee River Water Management District hereby proclaims April 2014 as Water Conservation Month. Additionally, the District respectfully calls upon each local government, resident, visitor, and business to help protect our precious resource by practicing water conservation measures and becoming more aware of the need to conserve water.

**PASSED AND ADOPTED THIS 11<sup>TH</sup> DAY OF MARCH, 2014 A.D.**

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

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**MEMBERS OF THE BOARD:**

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

**ATTEST:**

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## MEMORANDUM

TO: Governing Board

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

DATE: February 24, 2014

RE: Interagency Agreement with Florida Geologic Survey for Spring Recharge Area Delineation in the Middle Suwannee Basin

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into an Interagency Agreement with the Florida Geologic Survey to delineate spring recharge areas in the Middle Suwannee Basin for a total cost not to exceed \$210,000.**

### BACKGROUND

The Suwannee River and its tributary, the Santa Fe River, are impaired by elevated nitrate concentrations. In 2008, a Total Maximum Daily Load for nitrate was established for the Santa Fe and Suwannee rivers and seven springs. A Basin Management Action Plan (BMAP) designed to reduce the nitrate concentration in the Suwannee River is currently being finalized. As with the recently adopted Santa Fe River BMAP, a Restoration Focus Area (RFA) in the Suwannee River basin is being considered. In RFAs, the nutrient reduction activities within a specific spring's recharge area are monitored more closely to determine nitrate reduction effectiveness. Techniques demonstrating effectiveness within RFAs will then be employed throughout the BMAP basins.

Both the Santa Fe and Suwannee rivers derive significant amounts of their flow from groundwater discharge. Most of the groundwater, as well as the nitrate load, is conveyed to the rivers via spring flow. Therefore, to address nitrate loading in an individual spring, the recharge area contributing to its flow needs to be known.

To assist with spring restoration activities in the Suwannee River basin, the District asked the FDEP-Florida Geological Survey's (FGS) Applied Geoscience Services to provide technical support to delineate spring recharge areas for Falmouth, Lafayette Blue, Peacock and Little River springs, refine the current Troy Spring recharge area, and conduct a dye trace in the Little River drainage to determine its discharge point(s). Falmouth, Lafayette Blue and Troy are listed as first magnitude springs in the FGS's publication "Springs of Florida, Bulletin 66". Falmouth is located on SRWMD lands and is open to the public. Lafayette Blue and Troy are both in state

parks. Troy Spring's recharge area is being considered as a potential restoration focus area for water quality improvements. Refining the spring recharge area would allow for a more accurate assessment of the effectiveness of restoration activities. The map below shows a LiDAR image of the Middle Suwannee area and springs of interest to this project.

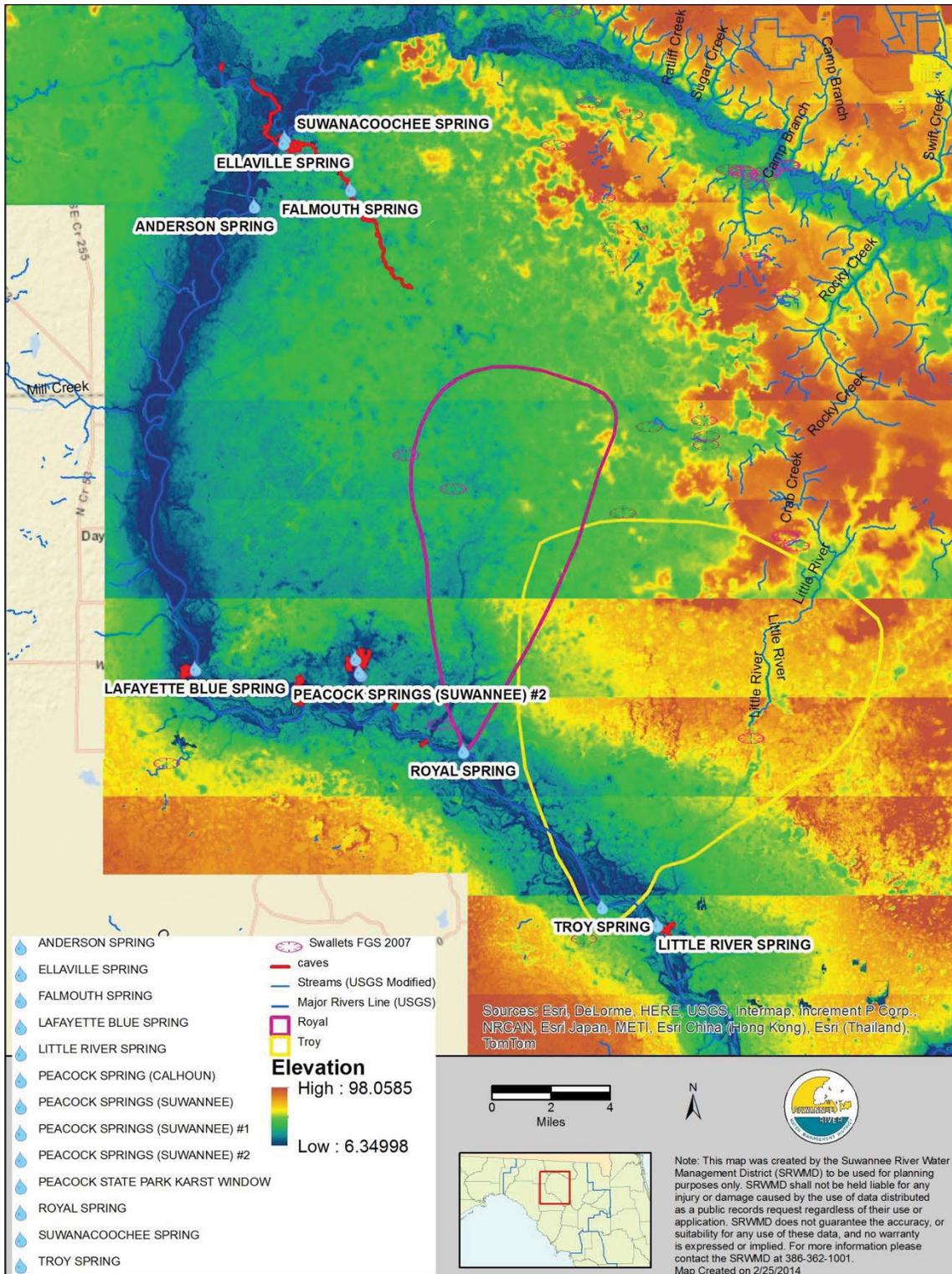
Delineation of spring recharge areas is an evolving process, and currently all methodologies are dependent on potentiometric maps. Additional information including cave/conduits maps, dye tracing, water chemistry domains, contaminant loadings, and discharge/recharge calculations are used to refine and add confidence to the delineations' accuracy.

The FGS's approach to delineating spring recharge areas for this project is to first compile existing information including existing potentiometric and spring recharge maps, water chemistry/discharge data for the springs, locate existing well networks and potential private wells that can be used as monitoring wells. This will involve coordination and cooperation with the water management districts, U.S. Geological Survey as well as other researchers, other interested parties, and the public. Concurrent with data compilation, the FGS proposes installing flow meters at each of the springs, obtaining monthly data downloads and begin conducting periodic discharge measurements at each spring to rate the continuous meter data. The FGS is in the process of getting flow meters upgraded and ready for redeployment. Accurate discharge data is required to determine water budgets and estimate spring recharge area sizes. All of the springs identified by the SRWMD are known to reverse flow when the Suwannee River floods, and it would be useful to quantify these reversal events.

After compilation of available data, preliminary spring recharge areas will be generated and used to determine data gaps and in designing well networks to refine and enhance existing potentiometric maps and spring recharge area delineations. In addition to District funds (\$210,000), the FGS estimates its in-kind contribution of staff time, contractual services and equipment to be \$95,000. Further details on the work at included as Attachment 1.

Funds for this contract are budgeted in the proposed fiscal year 2013/2014 Water Resource Monitoring Budget Fund 08-2-586-0-1200-05.

EM/dd



Middle Suwannee LiDAR image with springs of interest.

## Attachment 1. Scope of Work Summary

### First Magnitude Springs - Falmouth, Lafayette Blue and Troy

1. The cave diving community suspects that the conduit system for Falmouth discharges at one or more springs (Anderson, Ellaville and Suwanacoochee springs). In addition to compiling available hydrologic data, the FGS proposes the installation of a flow meter in Falmouth's cave and collecting monthly data downloads, periodic discharge measurements to rate flow meter data, and conducting a dye trace to determine discharge point(s) for flow in Falmouth's conduit system. The dye trace would have to be conducted when the Suwannee River's flow is declining and at a normal or low-flow stage.
2. Lafayette Blue Spring is probably a historical first magnitude spring. This can be verified when discharge data is compiled. To the FGS's knowledge, no one has generated a spring recharge area map for Lafayette Blue and very little hydrologic data exists for this spring. The FGS proposes as part of the study the installation of a flow meter (including monthly data downloads) in the spring's vent with periodic discharge measurements to rate flow meter data.
3. Troy Spring is probably a historical first magnitude spring. This can be verified when discharge data is compiled. The FGS is aware that a significant amount of hydrologic data exists for Troy Spring including a spring recharge area map. In addition to compiling the hydrologic data, the FGS proposes the installation of a flow meter in Troy's vent and collecting monthly data downloads. Refining Troy's spring recharge area will include the use of the recently acquired Suwannee Basin Light Detecting and Ranging (LiDAR) data. Additionally, regional changes in the potentiometric surface since the spring recharge area was first delineated in 2003 may have occurred and may be used in refining the spring recharge area.

### Second Magnitude Springs - Peacock and Little River

1. Peacock Springs has two second magnitude springs vents (Peacock and Bonnet) that intermittently discharge. To the FGS's knowledge, no one has generated a spring recharge area map for either spring and very little hydrologic data exists for this spring group. The FGS proposes the installation of a flow meter (including monthly data downloads) in the Peacock cave system coupled with periodic discharge measurements in the springs' run to rate flow meter data.
2. Little River Spring is a second magnitude spring. To the FGS's knowledge, no one has generated a spring recharge area map for Little River Spring, and it is not known how much hydrologic data exists for this spring. Currently, it is believed that Troy and Little River springs have adjacent spring recharge areas. The FGS proposes the installation of a flow meter (including monthly data downloads) in the spring's vent with the collection of periodic discharge measurements to rate flow meter data.

### Little River Swallet Dye Trace

1. The FGS proposes to conduct a dye trace at one of the normally active downgradient swallets in the Little River trace. In addition, it is proposed that other introduction sites be identified within or adjacent to the current Troy spring recharge area and multiple dyes be injected simultaneously. This approach may identify multiple spring recharge area boundaries or confirm the interconnection of contributing areas to multiple spring vents.

## Deliverables

1. Monthly progress reports that include data and any draft preliminary spring recharge area maps generated in that period.
2. Final Report will include all data compiled and generated during the project and all spring recharge area maps based on the acquired data. The final report will also include identified data gaps and recommendations for further refinements of this project's spring recharge areas as well as scope to delineate the remaining spring recharge areas in the Middle Suwannee Basin.

## MEMORANDUM

TO: Governing Board

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

DATE: February 24, 2014

RE: Agricultural Water Use Monitoring Update

# Update on Agricultural Water Use

## BACKGROUND

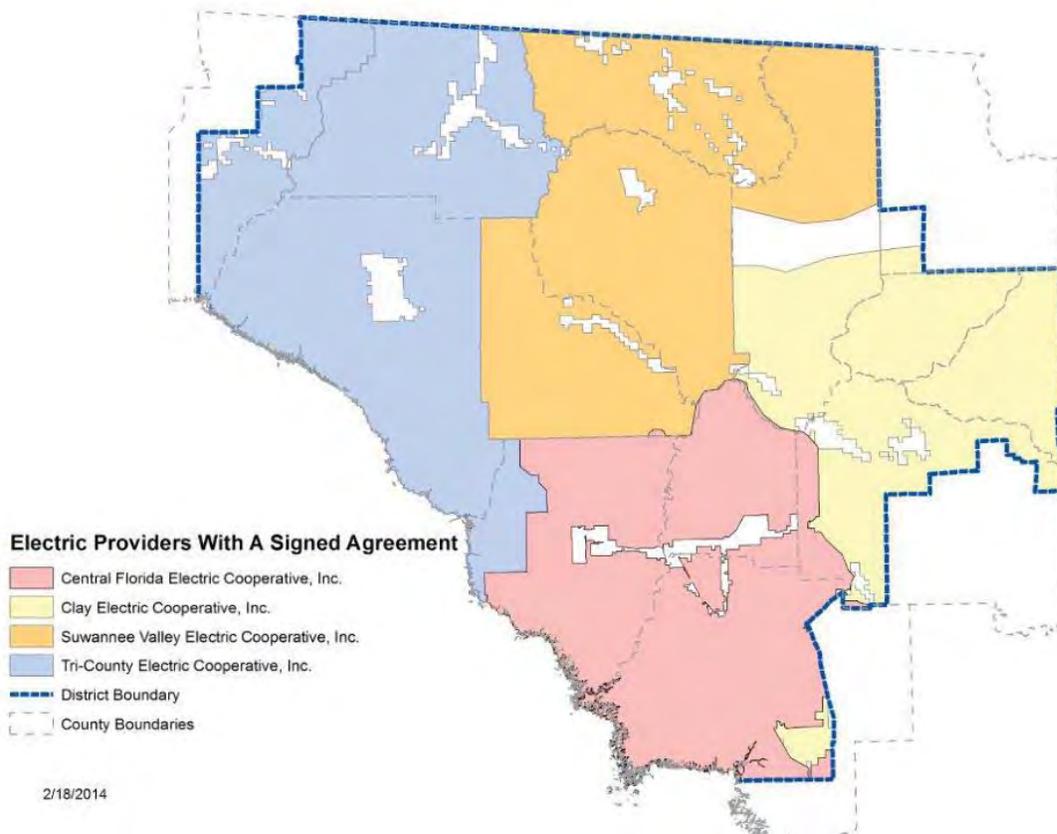
District permits for agricultural water use contain requirements for water use monitoring to estimate the actual volumes of water usage. Staff has determined that estimating water use with electrical data is the least costly method.

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.

Central Florida Electric Cooperative signed an agreement with the District to transmit electrical consumption data on October 15, 2013, which the Governing Board approved on November 12, 2013. Staff have developed a prioritized list of growers with Central Florida Cooperative and have begun meeting with them to obtain signed agreements with necessary electrical meter information. These meetings have resulted in signed agreements with several growers. On January 10, 2014, the District sent the first set of meter numbers to Central Florida for processing and subsequent data sharing.

Clay Electric Cooperative, Inc., signed an agreement with the District to transmit electrical consumption data on November 21, 2013, which the Governing Board approved on December 10, 2013. Staff had a follow-up meeting with Clay Electric staff on January 29, 2014, to discuss data sharing details.

Agreements with Suwannee Valley and Tri-County Electric Cooperatives are on the agenda of the District's Governing Board for consideration in March. As shown in the map below, the agreements with these four Cooperatives cover the majority of the District.



Staff have been working with the Cooperatives as they sign agreements on the details of data sharing processes. In addition to the water use permitting staff making applicants aware of the monitoring requirement and associated Cooperative forms for electrical monitoring, Kevin Wright and the staff working with the agricultural cost-share program are sharing the monitoring process options and the associated Cooperative forms with applicants.

As of February 14, 2014, there have been 173 units deployed for systems not involved with monitoring via electric consumption. 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 have also set up and are refining the processes for receiving and quality-assuring the data, and have been field-testing power supplies, back-up sensors, and new-generation modems.

EM/dd

## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of the Amended Florida Department of Transportation Mitigation Plan 2014-2018

### RECOMMENDATION

**Staff requests that the Governing Board approve the amended Florida Department of Transportation (FDOT) Mitigation Plan 2014-2018.**

### BACKGROUND

Last month the FDOT Mitigation Plan was approved by the Governing Board on February 11, 2014 as per yearly requirements. The FDOT has requested the addition of the Starke Bypass project to the current plan.

This project involves providing wetland mitigation for the anticipated impacts to approximately 60 acres of wetlands. Funding will be provided by the FDOT as per Florida Statute 373.4137, and will range between \$3.5 to \$6.6 million dollars.

Since there are no mitigation banks that have a service area that includes the Starke Bypass project area, on February 26, 2014, the District held a meeting to discuss the procedure for offsetting the wetland impacts with FDOT, Florida Department of Environmental Protection (FDEP), Florida Fish & Wildlife Conservation Commission (FWC), the City of Starke and Bradford County. The procedure, as agreed to by stakeholders, was to request Letters of Interest and then design-build bid proposals in order to select the most regionally significant mitigation plan to offset the wetland impacts and address as many flooding and water supply issues as feasible.

Bid proposals will be evaluated based on the feasibility to successfully offset the required wetland functional losses through wetland creation, restoration, enhancement and preservation. The plan will also be evaluated for its potential to improve flood protection, water quality, wildlife habitat and aquifer recharge in the vicinity of the Starke Bypass project area.

PW/tm

**Florida Department of Transportation  
Mitigation Plan**

**2014 - 2018**

**Suwannee River Water  
Management District**

## TABLE OF CONTENTS

|   |   |
|---|---|
| Executive Summary   | 1 |
| Background Information  | 2 |
| New Projects  | 3 |
| Ongoing Projects  | 3 |
| Completed Projects  | 3 |
| Figure 1. Location of FDOT Projects with Wetland Impacts          | 7 |
| Figure 2. Location of Wetland Mitigation Projects                 | 8 |
| Table 1. FDOT Projects and Associated Wetland Mitigation Projects | 9 |

## **EXECUTIVE SUMMARY**

In accordance with 373.4137, Florida Statutes, the Suwannee River Water Management District (District) must develop and implement regional, long-range mitigation planning for wetland impacts associated with Florida Department of Transportation (FDOT) projects.

The FDOT has provided the District with one new project in 2014.

A total of 12 wetland mitigation projects have been initiated since 1996, 12 of which have been completed. The District has received a sum total of \$3,080,856 from FDOT for wetland mitigation activities.

## **BACKGROUND INFORMATION**

Section 373.4137, Florida Statutes, states that environmental mitigation for the impact of transportation projects proposed by the FDOT can be more effectively achieved by regional, long-range mitigation planning rather than on a project-by-project basis. The statute sets forth specific language designed to provide funding to the Florida Department of Environmental Protection (FDEP) and the water management districts (WMDs) to develop mitigation to offset wetland impacts from FDOT road projects. The FDOT must submit to the WMDs an environmental impact inventory containing a list of projects with proposed wetland impacts. The list is published at least three years prior to planned construction. Based on the yearly inventory, WMD staff develops a mitigation plan capable of securing all local, regional, state, and federal permits for the proposed impacts.

The statute requires each WMD in consultation with the FDEP, the United States Army Corps of Engineers, and other appropriate federal, state, and local governments, to develop a mitigation plan for presentation to the Governing Boards of the WMD's for approval before March 1<sup>st</sup> each year. Once the mitigation plan is approved, the WMDs issue permits for the work, apply for Army Corps of Engineers permits, and implement mitigation projects as outlined in the mitigation plan.

FDOT wetland impacts in the District have or will occur in the river basins of the Santa Fe, Withlacoochee, Waccasassa, Steinhatchee, Fenholloway, Econfina, and Suwannee Rivers (Figure 1). This mitigation plan is designed to provide in-kind mitigation for impacted wetlands within the same basin the impacts occur. The plan consists of one or more mitigation alternatives for each FDOT project (Figure 2). In some cases, alternatives include more than one mitigation project that, when taken together, yield an alternative that will offset the FDOT impacts and secure the appropriate permits.

Mitigation planning projects undertaken since February of 2004 have used the Uniform Mitigation Assessment Method, in accordance with chapter 62-345, F.A.C., to calculate the gain for each mitigation proposal. For these projects, the Relative Functional Gain of the proposed mitigation is used in place of wetland mitigation ratios.

## **NEW MITIGATION PROJECTS**

- 1) FDOT Project: Starke By-Pass Project (SR 233)  
Mitigation Project: In Planning.

New roadway corridor which will bypass around the City of Starke in Bradford County. Project was determined to impact approximately 60 acres of wetlands with an approximate total functional loss of 31.975.

## **ONGOING PROJECTS**

- 1) FDOT Project: CR 241 Bridge Replacement over Olustee Creek  
Mitigation Project: In Planning.

Replacement of CR 241 bridge over Olustee Creek in Columbia County. Project was originally determined to impact approximately 2.0 acres of wetlands. As of December, 2013, FDOT has not determined the actual wetland impact on this project, but it appears that the impacts may be less than 0.5 acres which may qualify the project for a Noticed General Permit. If the project does not qualify for a Noticed General Permit, mitigation will take place on District lands within the Santa Fe Basin.

## **COMPLETED MITIGATION PROJECTS**

### **AUCILLA RIVER BASIN**

- 1) FDOT Project: US 98 Aucilla Bridge Replacement  
Mitigation Project: San Pedro Bay Mitigation Bank

Replacement of US 98 bridge across Aucilla River impacted 5.7 acres of wetlands. Mitigation included purchase of mitigation credits from San Pedro Bay Mitigation Bank, and water quality improvements for District owned Cabbage Grove and Mt. Gilead tracts. Mitigation credits (0.87 units) were purchased in November 2010, by the District using a total of \$43,500 in funding received from the FDOT.

### **UPPER SUWANNEE RIVER BASIN**

- 1) FDOT Project: CR 143 Road Widening  
Mitigation Project: Woods Ferry Hydrologic Enhancements

Widening of CR 143 in Hamilton County from CR 146 to I-75 impacted approximately 1.23 acres of wetlands. District contracted with consultants to identify, evaluate, and construct mitigation activities within District-owned Woods Ferry Tract in Suwannee County. Mitigation involved hydrologic enhancement of seven wetland sites by improving drainage features to restore natural water flow. Mitigation activities were completed in November 2006. District received \$110,970 from FDOT. Evaluation of

mitigation success was conducted by Jones, Edmunds and Assoc. in 2010 and shown to have met mitigation requirements.

## **WACCASSASSA RIVER BASIN**

- 1) FDOT Project: SR 24 Widening from U.S. 19 to Rosewood  
Mitigation Project: Devil's Hammock Hydrological Enhancement and Preservation

Widening of SR 24 in Levy County impacted 9.95 acres of wetlands. The District contracted with consultants to identify, evaluate, and construct mitigation activities within District-owned Devils Hammock in Levy County. Mitigation provided hydrologic enhancement of multiple wetland sites by improving drainage features to restore natural water flow. Mitigation activities were completed in January 2007. District received \$180,913 from FDOT. Evaluation of mitigation success was conducted by Jones, Edmunds and Assoc. in 2010 and shown to have met mitigation requirements.

- 2) FDOT Project: US 27/SR 500 Widening  
Mitigation:
  1. Cedar Key Water Quality Restoration Project
  2. Cow Creek Road Restoration
  3. Wetland Preservation

Widening of US 27/SR 500 from Chiefland to Bronson impacted 23.0 acres of wetlands. Mitigation involved improvements to the Cedar Key storm water system to prevent discharge of sediments, nutrients, bacteria, and heavy metals into the Gulf of Mexico. In addition natural water flow into wetlands was restored within the Goethe State Park, and approximately 1,000 acres of wetlands in Levy County were preserved by conservation easements to the District. Mitigation activities were completed in May 2007. District received \$1,713,490 from FDOT. Mitigation success will be evaluated in 2014.

## **SANTA FE BASIN**

- 1) FDOT Project: US 441 Santa Fe River Bridge Replacement  
FDOT Project: SR 121 Santa Fe River Bridge Replacement  
Mitigation Project: Alligator Lake Surface Water Improvement and Management (SWIM) Program

Replacement of the bridges impacted 2.3 acres of wetlands. Mitigation restored natural water flow between wetlands adjacent to Alligator Lake and Price Creek (both in Columbia County). Mitigation activities were completed in March 2001. District received \$60,000 from FDOT. Mitigation success will be evaluated in 2014.

- 2) FDOT Project: CR 231 Road Widening  
Mitigation Project: Floodplain Restoration at San Felasco Hammock State Preserve

Widening of CR 231 in Union County between SR 100 and the Baker County line impacted 1.96 acres of wetlands. Mitigation restored natural water flow, and removal of exotic plant species within wetlands in San Felasco Hammock State Preserve (Alachua County). Construction activities were completed in August 2004, and exotic plant removal was completed in June, 2011. The District received a total of \$166,476 from FDOT for wetland mitigation and a final report from FDEP in January, 2011. Mitigation activities were evaluated in 2013 and deemed to be a success.

- 3) FDOT Project: CR 229 New River Bridge Replacement  
Mitigation: Lake Rowell Tract Restoration/Enhancement

Replacement of CR 229 Bridge over the New River between Union and Bradford counties impacted 2.44 acres of wetlands. Mitigation restored natural water connections between Alligator Creek and Lake Rowell (both in Bradford County). District received \$180,214 from FDOT. Mitigation activities were completed in 2006. Mitigation success was evaluated in 2012. Mitigation activities conducted at the CR 229 Bridge and the Lake Rowell project area were evaluated in 2013 and deemed to be a success.

## **STEINHATCHEE RIVER BASIN**

- 1) FDOT Project: SR 51 Road Widening Taylor County  
Mitigation Project: Steinhatchee River Basin Hydrological Improvements

Widening of SR 51 impacted 3.5 acres of wetlands in 2002. Mitigation restored natural water connections for wetlands in District owned Steinhatchee Springs Tract. District received \$279,174 from FDOT. Mitigation success will be evaluated in 2014.

- 2) FDOT Project: SR 51 Road Widening Taylor and Dixie Counties  
Mitigation Project: San Pedro Bay Mitigation Bank

Widening of SR 51 in Dixie and Taylor Counties from the town of Steinhatchee to the Dixie/Lafayette County line impacted 1.27 acres of wetlands. Mitigation was by purchase of mitigation credits from San Pedro Bay Mitigation Bank. District received \$10,200 from FDOT for mitigation. District purchased 0.6 mitigation credits from San Pedro Mitigation Bank in 2006.

## WITHLACOOCHEE RIVER BASIN

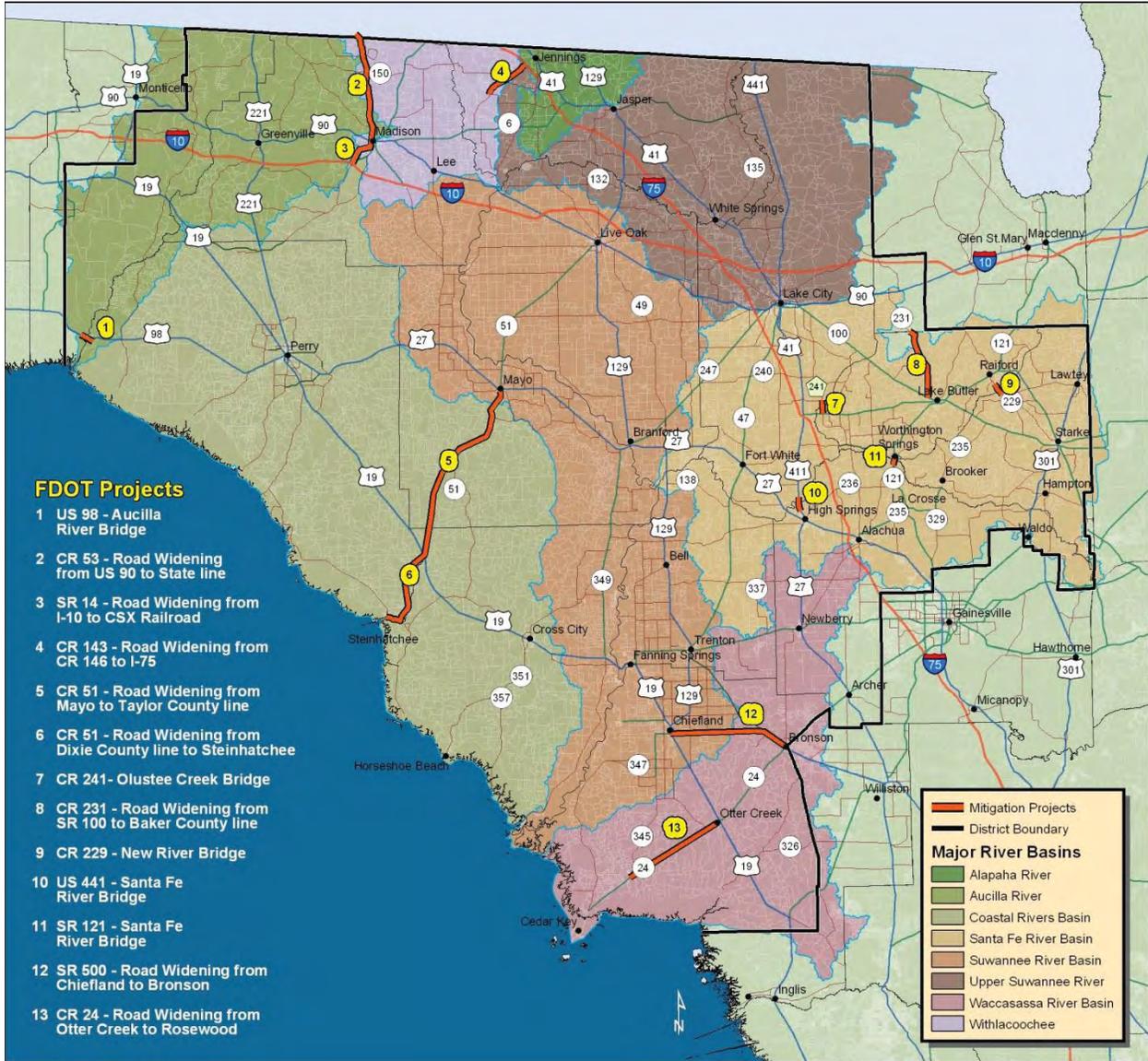
- 1) FDOT Project: CR 53 Road Widening  
Mitigation: West Farm Storm Water Pond Project

Widening of SR 53 impacted 1.6 acres of wetlands. Mitigation created wetland and lake habitat at the West Farm Storm Water Facility in Madison County. Mitigation activities were completed in March 2001. District received \$260,325 from FDOT. Mitigation success will be evaluated in 2014.

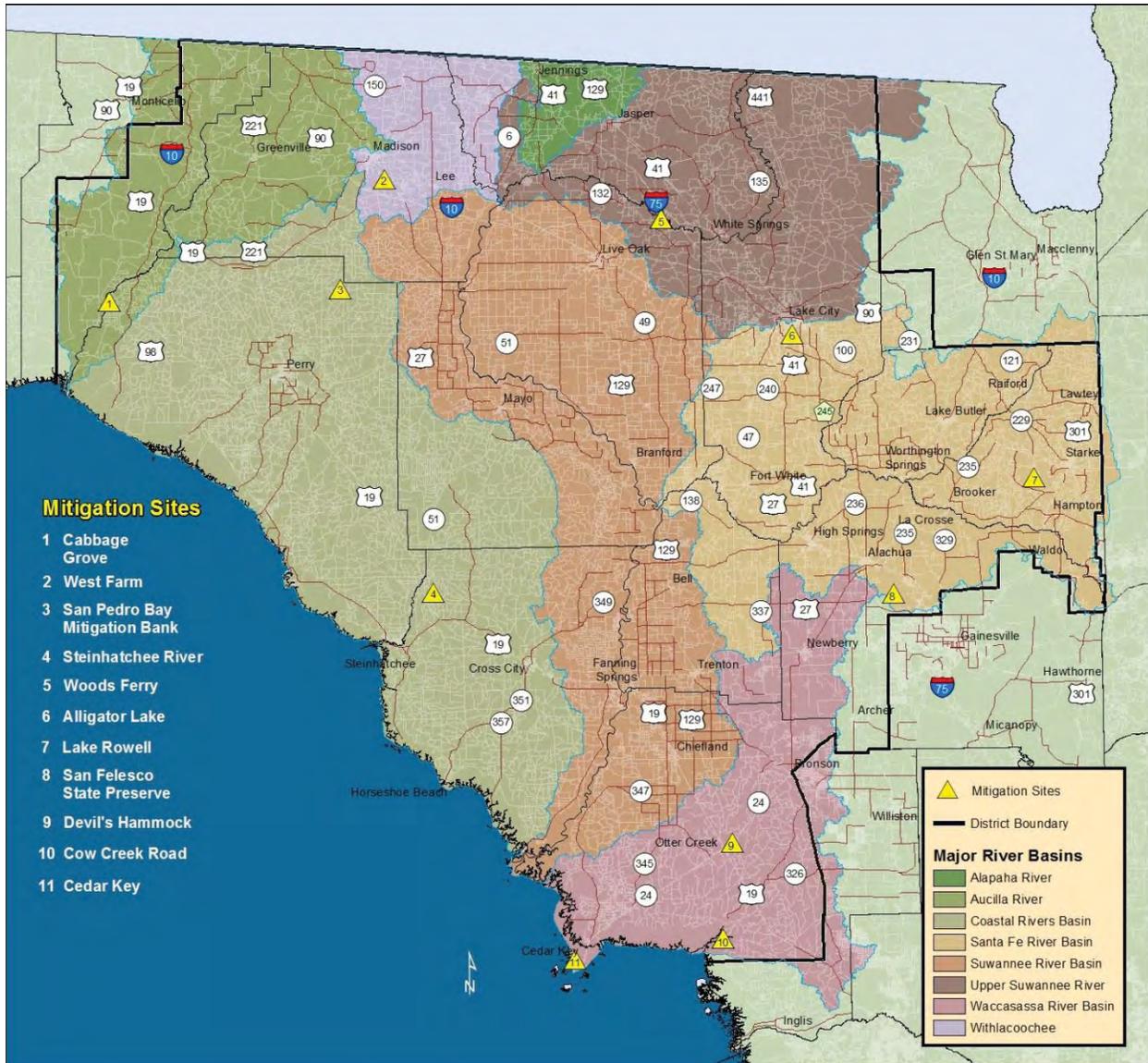
- 2) FDOT Project: SR 14 Widening  
Mitigation Project: Cabbage Grove Wetland Enhancement

Widening of SR 14 between Interstate 10 and the Madison city limits impacted 0.89 acres of wetlands. Mitigation restored natural water flow in wetlands within District owned Cabbage Grove Tract in Taylor County. District received \$75,594 from FDOT. Project was completed in 2006. District conducted operation and maintenance improvements at this site in December 2011. Mitigation success will be evaluated in 2014.

**Figure 1. General location of FDOT construction projects within SRWMD requiring wetland mitigation.**



**Figure 2. General location of wetland mitigation sites within SRWMD for FDOT construction projects.**



**TABLE 1. FDOT CONSTRUCTION PROJECTS WITH WETLAND IMPACTS AND ASSOCIATED MITIGATION PROJECTS.**

| <i>River Basin</i>    | <i>FDOT Project Location</i>                                     | <i>FDOT Work Number</i> | <i>ERP Number</i> | <i>Impact Acres</i> | <i>Wetland Type</i>     | <i>Mitigation Project</i>  | <i>Revenue from FDOT</i> | <i>Total Funds Expended</i> |
|-----------------------|--|-------------------------|-------------------|---------------------|-------------------------|--|--------------------------|-----------------------------|
| <b>Aucilla</b>        | US 98 Aucilla River Bridge                                       | 2108732                 | 10-0057           | 5.70                | Forested                | San Pedro Bay Mitigation Bank  | \$43,500                 | \$43,500                    |
| <b>Santa Fe</b>       | 1. US 441/Santa Fe River Bridge and SR 121 Santa Fe River Bridge | 2110486                 | 00-0067           | 1.00                | Forested                | Alligator Lake Surface Water Improvement and Management Program (SWIM)                             | \$60,000                 | \$60,000                    |
|                       |  | 2110344                 | 99-0069           | 1.30                | Forested                |  |                          |                             |
|                       | 2. CR.231 Road Widening from S. R. 100 to the Baker County Line  | 2128801                 | 02-0497           | 1.96                | Forested                | Cellon Creek Floodplain Restoration at San Felasco Hammock State Preserve                          | \$166,476                | \$72,180                    |
|                       | 3. CR. 229 New River Bridge                                      | 2128761                 | 03-0089           | 2.44                | Forested                | Lake Rowell Tract Restoration/Enhancement  | \$180,214                | \$180,214                   |
|                       | 4.CR 241 Over Olustee Creek Bridge Replacement                   | 2116631                 | TBD               | 2.00                | Forested                | TBD  | TBD                      | TBD                         |
| <b>Steinhatchee</b>   | 1. SR 51 Widening from Mayo to Taylor County Line                | 2100751<br>2100851      | 06-0600           | 3.50                | Herbaceous              | Restoration of areas impacted by silviculture activities on District property (Steinhatchee Falls) | \$279,174                | \$279,174                   |
|                       | 2. SR 51 Widening Steinhatchee to Dixie/Taylor County Line       | 2108502<br>2084662      | 05-0597           | 1.27                | Herbaceous              | San Pedro Bay Mitigation Bank credits  | \$10,200                 | \$10,200                    |
| <b>Upper Suwannee</b> | CR 143 Widening from CR 146 to I-75                              | 2122181                 | 05-0081           | 1.23                | Herbaceous and Forested | Woods Ferry Hydrologic Enhancements  | \$110,970                | \$53,848                    |
| <b>Waccasassa</b>     | 1. US 27 Widening from Chiefland to Bronson                      | 2117089                 | 96-0039           | 23.00               | Forested                | A. Upgrade of storm water management system to improve water quality in Cedar Key                  | \$1,713,490              | \$1,713,490                 |
|                       |  |                         |                   |                     |                         | B. Cow Creek restoration in Goethe State Forest  |                          |                             |
|                       |  |                         |                   |                     |                         | C. Wetland preservation in Levy County   |                          |                             |
|                       | 2. SR 24 Widening from Otter Creek to Rosewood                   | 210384                  | 04-0477           | 9.95                | Forested                | Devil's Hammock/47 Runs Enhancement/ Restoration   | \$180,913                | \$190,694                   |
| <b>Withlacoochee</b>  | 1. CR 53 Road Widening from US 90 to State Line                  | 2117565                 | 98-0041           | 1.60                | Forested and Herbaceous | West Farm Storm water Project  | \$260,325                | \$260,325                   |
|                       | 2. SR 14 Road Widening from I-10 to CSX Railroad                 | 2105281                 | 02-0528           | 0.90                | Forested and Herbaceous | Cabbage Grove Wetland Enhancement  | \$75,594                 | \$46,459                    |
|                       |  |                         |                   |                     |                         |  | <b>\$3,080,856</b>       | <b>\$2,910,084</b>          |

## MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Division Director, Resource Management

DATE: February 28, 2014

RE: Approval to Enter Into Contracts for the 2014 Fiscal Year Local Government Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into contracts with 11 applicants for the 2014 fiscal year Local Government RIVER Cost-Share Program.**

### BACKGROUND

The Governing Board authorized budget includes \$1,500,000 for local government cooperative projects that enhance or address the District's water supply, water quality, flood protection and/or natural systems responsibilities District wide.

The applications were accepted up to the deadline of November 22, 2013. Thirty applications were submitted for the 2014 Districtwide RIVER cost-share program with 11 projects recommended for approval within this year's budget. Several of these cooperators do not have year-round water conservation measures adopted. Since water conservation is a Board priority, staff recommends that these cooperators adopt such ordinance as part of the funding agreement.

Based on the applications provided by the applicants for the recommended projects, the following results are expected:

1. Provide improved flood protection for 7,100 residents and several public facilities.
2. Potentially conserve 44.7 million gallons of water/year (MGY), 31.7 MGY in water resource caution areas.
3. Prevent 17 tons of sediment from going into the aquifer.
4. Potential abandonment of several wells.
5. Remove 60 - 100 septic tanks resulting in reduced nutrient loading to water resources.
6. Prevent fecal coliform in drinking water for customers.
7. Regional well and water supply improvements serving 1541 customers, several businesses and potentially for a rest area.

8. Prevent 5475 lbs of nitrates and 695 lbs of phosphorous per year from entering receiving waters.
9. Provide improved water supply services for 8,938 customers.
10. Provide 80,000 gallons per day (GPD) of reclaimed water with a future potential of 768,000 GPD.

The total estimated District cost share funds to be dispersed this year is \$1,029,831.

Attachment A is a list of the proposed recipients and proposed funding amounts.

Funds for this cost share program will come from reserves and are included in the adopted FY14 budget. Staff will request that the Governing Board amend the operational budget once the actual expenditures are known.

PW/tm  
Attachments

Attachment A

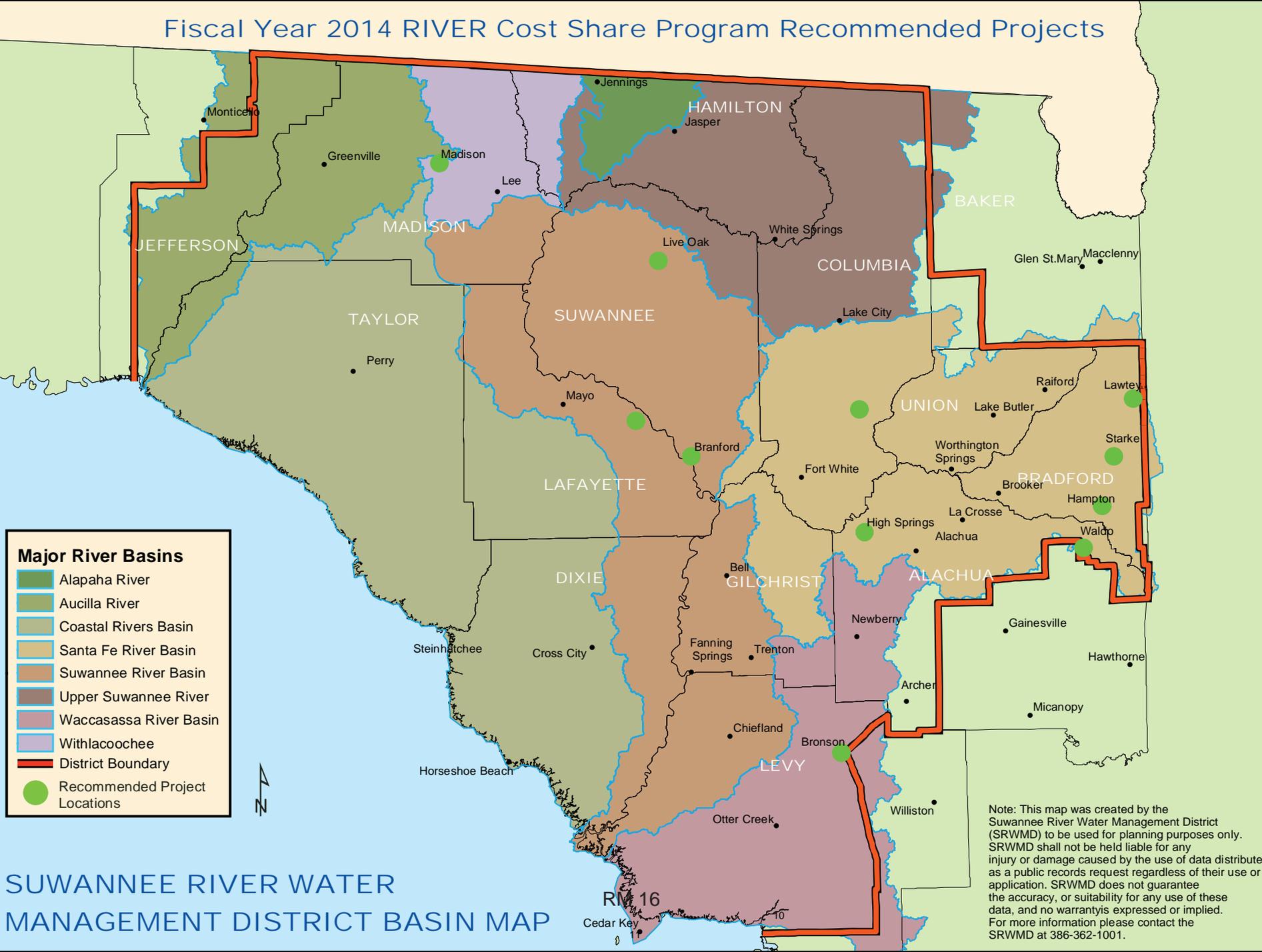
| <b>Fiscal Year 2014 RIVER Cost Share Program Recommended Projects</b> |                      |               |                              |                           |                           |                            |
|---|----------------------|---------------|------------------------------|---------------------------|---------------------------|----------------------------|
| <b>Project Name</b>   | <b>Cooperator</b>    | <b>Basin</b>  | <b>Revenue From District</b> | <b>Cooperator's Share</b> | <b>Applicants Share %</b> | <b>Total Estimate Cost</b> |
| Starke Reclaimed Water Project  | City of Starke       | Santa Fe      | \$190,000                    | \$190,000.00              | 50                        | \$380,000                  |
| Columbia County Water Main & Conservation Project                     | Columbia County      | Santa Fe      | \$201,256                    | \$249,552.00              | 55                        | \$450,808                  |
| Lawtey Water System Improvements                                      | Town of Lawtey       | Santa Fe      | \$25,000                     | \$67,700.00               | 73                        | \$92,700                   |
| High Springs Water Main Replacements                                  | City of High Springs | Santa Fe      | \$50,000                     | \$774,800.00              | 94                        | \$824,800                  |
| Hampton Water Tank Revitalization Project                             | City of Hampton      | Santa Fe      | \$25,000                     | \$5,000.00                | 17                        | \$30,000                   |
| Waldo Well & Water System Improvements                                | City of Waldo        | Santa Fe      | \$87,000                     | \$650,000.00              | 88                        | \$737,000                  |
|   |                      |               |                              |                           |                           |                            |
| Live Oak Drainage Well Improvements                                   | City of Live Oak     | Suwannee      | \$98,900                     | \$12,000.00               | 11                        | \$110,900                  |
| Lafayette CR 416/354 Flood Abatement Project                          | Lafayette County     | Suwannee      | \$100,000                    | \$5,000.00                | 5                         | \$105,000                  |
| Bradford WWTP Improvements  | Town of Branford     | Suwannee      | \$195,000                    | \$662,437.50              | 73                        | \$857,438                  |
|   |                      |               |                              |                           |                           |                            |
| Bronson Wastewater System Extension                                   | Town of Bronson      | Waccasassa    | \$50,000                     | \$2,865,600.00            | 98                        | \$2,915,600                |
|   |                      |               |                              |                           |                           |                            |
| City of Madison Water Conservation Project                            | City of Madison      | Withlacoochee | \$7,675                      | \$443.75                  | 8                         | \$8,118                    |
|   |                      |               |                              |                           |                           |                            |
| <b>Totals</b>   |                      |               | <b>\$1,029,831</b>           | <b>\$5,482,533.25</b>     |                           | <b>\$6,512,364</b>         |

# Fiscal Year 2014 RIVER Cost Share Program Recommended Projects

**Major River Basins**

- Alapaha River
- Aucilla River
- Coastal Rivers Basin
- Santa Fe River Basin
- Suwannee River Basin
- Upper Suwannee River
- Waccasassa River Basin
- Withlacoochee
- District Boundary
- Recommended Project Locations

## SUWANNEE RIVER WATER MANAGEMENT DISTRICT BASIN MAP



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

MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: February 28, 2014  
RE: Authorization for the Executive Director to Enter into an Agreement with Suwannee County Regarding Little River Springs Restoration

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into an agreement with Suwannee County regarding Little River Springs Restoration for a District cost share not to exceed \$90,000.**

BACKGROUND

Suwannee County proposes to conduct restoration activities at Little River Springs. The county park is located on the Suwannee River which is an Outstanding Florida Water (OFW).

The goal of the project is improve water quality in the Suwannee River and to prevent further degradation of the shoreline around the spring and cure a safety concern.

The project consists of repairing 70 feet of eroding shoreline along the north side of the spring run by removing large rock boulders from the spring bed, and then reshaping, stabilizing and revegetating the spring bank.

The District's portion of the cost-share funding for this cost share program is included in the FY2014 budget in the Water Management Lands Trust Fund Springs Restoration and Protection program with matching funds from Suwannee County.

PJW/tm



Suwannee River

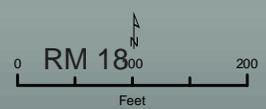
**RUTH SPRINGS**

|   |                   |
|---|-------------------|
|  | Property Boundary |
|  | SRWMD Tract       |

### Little River Springs Restoration

Suwannee County

March 2014



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

## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Authorization to Purchase Rock Aggregate for District Projects

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to purchase rock aggregate from the mine with the lowest combination of hauling and material cost for an amount not to exceed \$250,000.**

### BACKGROUND

Rock aggregate, which includes primarily hard rock and lime rock, is needed by the District throughout the year to install water control structures and repair roads. The Middle Suwannee River Springs Restoration and Aquifer Recharge Initiative is one of the largest projects underway this year that will need rock aggregate. The District was recently awarded a \$1,548,000 grant for this project by the Florida Department of Environmental Protection. One of the best ways to recharge the aquifer in Dixie and Lafayette Counties is to restore the area's natural hydrology and disperse the water back out into the numerous wetlands and sand ponds. The District is working with Dixie and Lafayette County officials, the Florida Fish and Wildlife Conservation Commission, and private land owners to develop dispersed water storage opportunities. Once the projects are identified, the District will need to purchase rock aggregates to install flashboard risers, culverts, ditch blocks and low water crossings.

According to the District's procurement policy, rock aggregates are procured on a low quote basis using a combination of the hauling and material cost as the determining factor of where to purchase the rock. A purchase order will be authorized by the Executive Director or designee prior to the actual purchase. The District contractor's trucks will then transport the rock from the mine to the construction site. On February 14, 2014 the District received quotes for material (see Attachment A).

The funds for purchase of rock aggregate were included in the Fiscal Year 13/14 budget under several projects including; but not limited to, the Middle Suwannee River Spring Restoration and Aquifer Recharge, Pot Springs Restoration, Otter Springs Restoration, and land management hydrology restoration.

BCK/tm

Request for Bids 13/14-020 RM  
Rock Aggregate Materials  
Attachment A

| Company                                       | A-Mining Group (Cabbage Grove)   | Junction City Mining(1)  | Denali Investments   | Blue Rok Inc.  | Junction City Mining(2)  |
|---|--|--|--|--|--|
| <b>Contact</b>                                | John Brengle   | Lake City Terminal   | Susan Beaver   | Shelly Smith   | Maxville Terminal  |
| <b>Mine Address</b>                           | 19080 W US Hwy 98<br>Lamont, FL 32336  | John Brengle<br>871 NW Guerdon St<br>Lake City FL 32055                                  | 5512 260th Place<br>Branford FL 32008                          | 131 SW Rock Pit Rd<br>Mayo FL 32066                      | John Brengle<br>6599 CR 218<br>Maxville FL 32234   |
| <b>fax</b>                                    | 850.575.3060   | 904.251.4056   | 386.364.6487   | 850.223.2387   | 904.251.4056   |
| <b>phone</b>                                  | 850.575.4473   |  | 386.362.1185   | 850.584.4324   |  |
| <b>email</b>                                  | <a href="mailto:john.brengle@andersoncolumbia.com">john.brengle@andersoncolumbia.com</a> | <a href="mailto:john.brengle@andersoncolumbia.com">john.brengle@andersoncolumbia.com</a> | <a href="mailto:sbeavertruck@aol.com">sbeavertruck@aol.com</a> | <a href="mailto:bluerok@gtcom.net">bluerok@gtcom.net</a> | <a href="mailto:john.brengle@andersoncolumbia.com">john.brengle@andersoncolumbia.com</a> |
| <b>Aggregate Size/Price per Ton (Pick Up)</b> |  |  |  |  |  |
| <b>Number 89 (≤ .4") FDOT Approved</b>        | \$ 12.00   | \$ 29.00   |  |  | \$ 26.00   |
| <b>Number 89 (≤ .4") NON Approved</b>         | \$ 11.00   | \$ 29.00   | \$ 14.00   |  | \$ 26.00   |
| <b>Number 67 (.75" to 1.5") FDOT Approved</b> |  | \$ 28.00   |  |  | \$ 23.00   |
| <b>Number 67 (.75" to 1.5") NON Approved</b>  | \$ 11.00   | \$ 28.00   |  |  | \$ 23.00   |
| <b>Number 57 (.5" to 1") FDOT Approved</b>    | \$ 14.00   | \$ 28.00   |  |  | \$ 23.00   |
| <b>Number 57 (.5" to 1") NON Approved</b>     | \$ 11.00   | \$ 28.00   | \$ 20.00   |  | \$ 23.00   |
| <b>Number 5 (.75" to 1.5") FDOT Approved</b>  | \$ 11.00   |  |  |  |  |
| <b>Number 5 (.75" to 1.5") NON Approved</b>   |  | \$ 28.00   |  |  | \$ 23.00   |
| <b>Limerock Road Base</b>                     | \$ 5.35  |  | \$ 6.00  | \$ 6.25  | \$ 10.00   |
| <b>Limerock Road Base NON Approved</b>        | \$ 5.35  |  | \$ 5.75  | \$ 5.95  | \$ 10.00   |
| <b>Surge Rock 3" to 5"</b>                    |  |  |  |  |  |
| <b>Surge Rock 3" to 5" NON Approved</b>       | \$ 17.00   |  |  |  | \$ 38.00   |
| <b>Surge Rock 5" to 8"</b>                    |  |  |  |  |  |
| <b>Surge Rock 5" to 8" NON Approved</b>       | \$ 17.00   |  |  |  | \$ 38.00   |
| <b>Rip Rap</b>                                |  |  |  |  | \$ 40.00   |
| <b>Rip Rap NON Approved</b>                   | \$ 22.00   |  |  |  | \$ 40.00   |
| <b>Clean Fill</b>                             |  |  |  | \$ 3.50  |  |
| <b>Clean Fill NON Approved</b>                |  |  | \$ 3.25  | \$ 3.50  |  |
| <b>Over Burden</b>                            |  |  |  | \$ 3.50  |  |
| <b>Over Burden NON Approved</b>               | \$ 1.50  |  | \$ 3.25  | \$ 3.50  |  |
| <b>Bedding Stone</b>                          |  |  |  |  | \$ 38.00   |

MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of a Modification with a 0.8144 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-83-00035.003, R. Moore Farms, Suwannee County

RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-83-00035.003, with eighteen standard conditions and five special limiting conditions to R. Moore Farms, Inc. in Suwannee County.**

BACKGROUND

This is a modification for an existing permit to irrigate 694 acres of a corn/ wheat rotation. The Average Daily Rate (ADR) has decreased 0.8144 million gallons per day (mgd), from 1.9908 mgd to 1.1764 mgd. The project area is not located within a Water Resource Caution Area. The applicant is requesting a ten-year permit extension (existing permit will expire on November 25, 2022, and the modification will expire November 25, 2032) due to voluntarily implementing automated monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, and specific allocations for crop rotations and for livestock.

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

/tm

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

**DATE:** February 28, 2014

**PROJECT:** Moore Farms

**APPLICANT:**

R. Moore Farms, Inc.  
15869 SR-51  
Live Oak, FL 32060

**PERMIT APPLICATION NO.:** 2-83-00035.003

**DATE OF APPLICATION:** January 24, 2014

**APPLICATION COMPLETE:** January 24, 2014

**DEFAULT DATE:** April 24, 2014

**Officer/Director Detail:**

|                                |          |
|--------------------------------|----------|
| Moore, Reed                    | <b>P</b> |
| 19755 162 <sup>nd</sup> Street |          |
| Live Oak, FL 32060             |          |
| Moore, Ryan                    | <b>V</b> |
| 19755 162 <sup>nd</sup> Street |          |
| Live Oak, FL 32060             |          |

| <b>Permitted Allocations</b>                    |   |   |  |
|---|---|---|--|
| Average Daily Rate<br>(Million Gallons Per Day) | Total Annual Allocation<br>(Million Gallons Per Year) | Freeze Protection<br>(Million Gallons Per Year) | New Water to Average Daily Rate<br>(Million Gallons Per Day) |
| 1.1764  | 429.3860  | 0.0000  | -0.8144  |

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Suwannee County. The permit includes eighteen standard conditions and five special limiting conditions. Staff recommends a ten-year permit extension pursuant to chapter 40B-2.331(2), F.A.C., due to voluntarily implementing automated monitoring. The permit will expire on November 25, 2032.

**Project Review Staff**

Lindsey Marks, Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

**Project Location**

The withdrawal facilities are located in Township 04 South, Range 11 East, Section 12, 15 and Township 04 South, Range 12 East, Sections 05, 06, 07 in Suwannee County. The project is located within the Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

## **Project Description**

The project area consists of 1,260 acres with approximately 694 acres being irrigated using groundwater.

Groundwater is used to irrigate a corn/ wheat crop rotation using center pivots. The supplemental irrigation calculations for the crops were based upon GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The ADR of withdrawal for the crop rotation was calculated as 1.1648 mgd, which equates to 22.6 inches of supplemental irrigation annually.

Groundwater is also used to supply 775 head of beef cattle. The ADR of withdrawal for the livestock was calculated as 0.0116 mgd.

The project area includes ten existing wells. The well inventory can be found in the table on Attachment A.

## **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types. R. Moore Farms, Inc. plans to use the center pivot to irrigate 694 acres of a corn/ wheat rotation.

## **Water Conservation**

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

## **Minimum Flows and Levels Compliance**

Due to this modification, the ADR has decreased 0.8144 mgd, from 1.9908 mgd to 1.1764 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a standard limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

## **Conditions of Issuance**

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

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

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

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

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

No. Staff determined the use will not interfere with any presently existing legal use of water.

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

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

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

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

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

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

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

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

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

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

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

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

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

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

No. Staff determined the use will not degrade the source from which it is withdrawn.

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

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

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

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

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

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

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

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

No. Staff determined the use will not cause harm to wetlands or other surface water.

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

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

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

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

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

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

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

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

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

**Has the permit applicant proposed an alternative water supply?**

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

Alternative water supply is not feasible at this time.

**Standard Conditions**

1. This permit shall expire on **11/25/2032**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Agricultural**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-83-00035.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

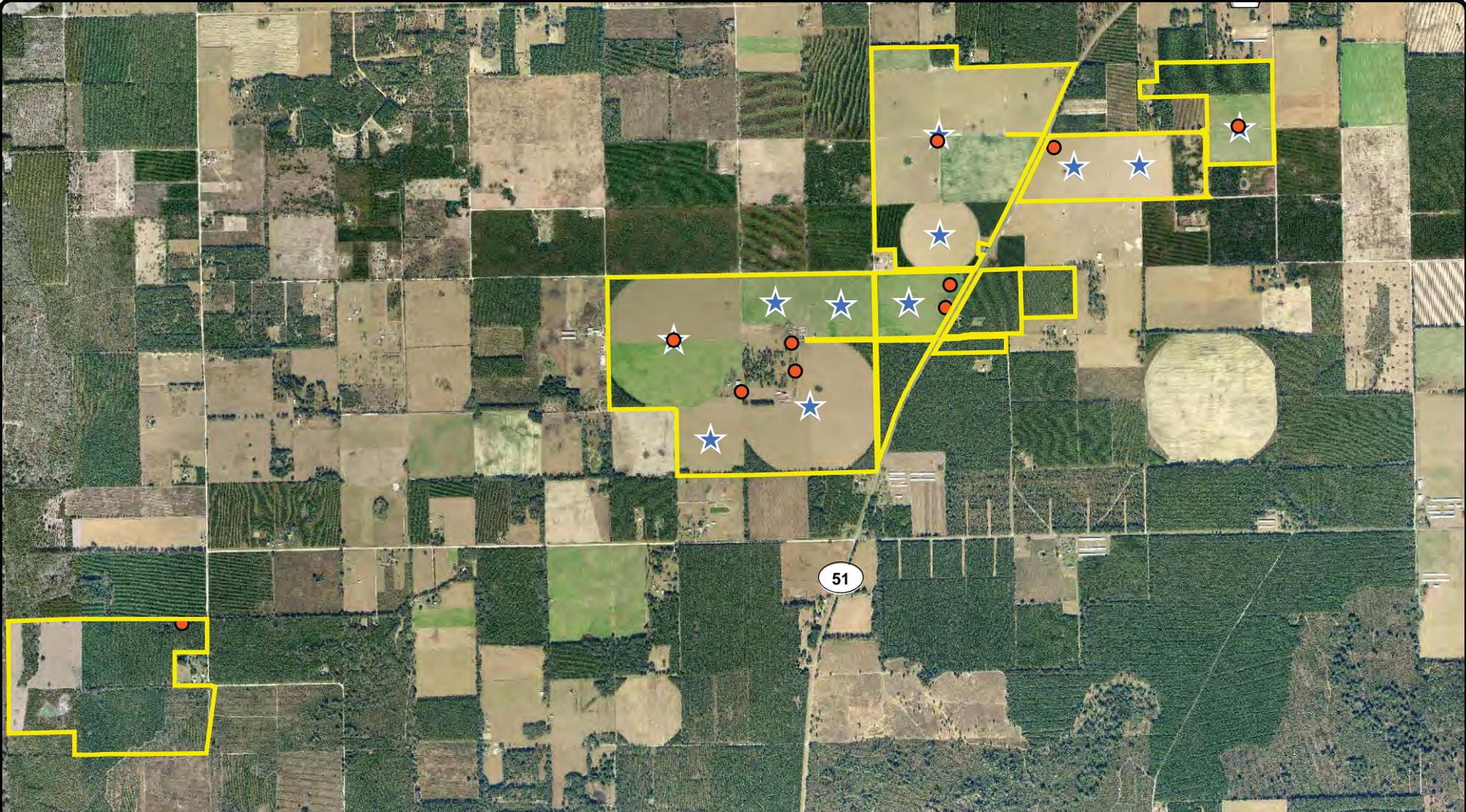
### **Special Limiting Conditions**

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

22. On an average daily basis, the Permittee is authorized to withdraw 1.1648 mgd of groundwater for supplemental irrigation of a corn/ rye rotation, 0.8813 mgd of groundwater for supplemental irrigation of a millet/ rye rotation, 0.8808 mgd of groundwater for supplemental irrigation of a peanut/ rye rotation, 0.8369 mgd of groundwater for supplemental irrigation of a cotton/ rye rotation, or 0.6500 mgd of groundwater for supplemental irrigation of pasture.
23. On an average daily basis, the Permittee is authorized to withdraw 0.0116 mgd of groundwater to water livestock.

Attachment A  
2-83-00035.003  
Moore Farms

| Name               | Status | Diameter | Capacity (gpm) | Water Use  |
|--------------------|--------|----------|----------------|------------|
| Livestock Well     | Active | 4        | 40             | Livestock  |
| Detroit Well       | Active | 12       | 1300           | Irrigation |
| Grannies Well      | Active | 8        | 750            | Irrigation |
| Putnal Well        | Active | 10       | 1100           | Irrigation |
| Winfield Well      | Active | 10       | 750            | Irrigation |
| Young Well         | Active | 10       | 1000           | Irrigation |
| Detroit Livestock  | Active | 4        | 40             | Irrigation |
| Young Livestock    | Active | 8        | 40             | Livestock  |
| Livestock South    | Active | 4        | 40             | Livestock  |
| Grannies Livestock | Active | 4        | 40             | Livestock  |



-  Project Boundary
-  SRWMD Tract
-  Irrigation Systems
-  Active Withdrawal Points

### Moore Farms

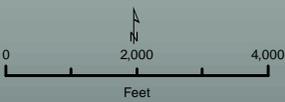
2-83-00035.003 Water Use Permit



March 2014



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.



**PEACOCK SLOUGH**

## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of a Modification with a 0.1408 mgd Decrease in Allocation and a Ten-Year Permit Extension for Water Use Permit Application Number 2-03-00002.004, Don Green Farm, Alachua County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-03-00002.004, with eighteen standard conditions and six special limiting conditions to Don Green in Alachua County.**

### BACKGROUND

This is a modification of an existing permit to irrigate 98 acres of a corn/ oats rotation using center pivots and to irrigate 15 acres of nursery stock using solid set overhead sprinklers. The Average Daily Rate (ADR) has decreased 0.1408 million gallons per day (mgd), from 0.4056 mgd to 0.2648 mgd. The project area is not located within a Water Resource Caution Area. The applicant is requesting a ten-year permit extension (existing permit will expire on February 4, 2023, and the modification will expire February 4, 2033) due to voluntarily implementing automated monitoring.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, consistency with minimum flows and levels (MFL) prevention and recovery strategies , change in control of project area, and specific allocations for crop rotations.

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

/tm

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

**DATE:** March 11, 2014

**PROJECT:** Don Green Farm

**APPLICANT:**

Don Green  
PO Box 1410  
Newberry, FL 32669

**PERMIT APPLICATION NO.:** 2-03-00002.004

**DATE OF APPLICATION:** January 14, 2014

**APPLICATION COMPLETE:** January 14, 2014

**DEFAULT DATE:** April 14, 2014

| <b>Permitted Allocations</b>                       |  |  |  |
|--|--|--|--|
| Average Daily Rate<br>(Million Gallons Per<br>Day) | Total Annual Allocation<br>(Million Gallons Per<br>Year) | Freeze Protection<br>(Million Gallons<br>Per Year) | New Water to Average<br>Daily Rate<br>(Million Gallons Per<br>Day) |
| 0.2648   | 96.6520  | 0.0000   | -0.1408  |

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Alachua County. The permit includes eighteen standard conditions and six special limiting conditions. Staff recommends a ten-year permit extension pursuant to chapter 40B-2.331(2), F.A.C., due to voluntarily implementing automated monitoring of withdrawals. The permit will expire on February 4, 2033.

**Project Review Staff**

Lindsey Marks, Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

**Project Location**

The withdrawal facilities are located in Township 10 South, Range 17 East, Sections 12 and 14 in Alachua County. The project is located within the Waccasassa River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

**Project Description**

The project area consists of 320 acres with approximately 113 acres being irrigated using groundwater.

Groundwater is used to irrigate 98 acres of a corn/ oats crop rotation using center pivots and 15 acres of nursery stock using solid set overhead sprinklers. The supplemental irrigation calculations for the crops were based upon GIS-Based Water Resources and Agricultural

Permitting and Planning System (GWRAPPS). The ADR of withdrawal for the corn/ oats crop rotation was calculated as 0.1196 mgd, which equates to 16.4 inches of supplemental irrigation annually. The supplemental irrigation calculations for the nursery stock were based on historic efficient use. The ADR of withdrawal for the nursery stock was calculated as 0.1452, which equates to 130 inches of supplemental irrigation annually.

The project area includes five existing wells. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types. Don Green plans to use the center pivot to irrigate 9 acres of a corn/ oats rotation and use solid set overhead sprinklers to irrigate 15 acres of nursery stock.

### **Water Conservation**

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

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

Due to this modification, the ADR has decreased 0.1408 mgd, from 0.4056 mgd to 0.2648 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit requiring the permittee's use of water to be consistent with any MFL recovery and/or prevention strategy implemented for a water body from which he permittee directly or indirectly diverts or withdraws water from.

### **Conditions of Issuance**

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

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

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

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

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

No. Staff determined the use will not interfere with any presently existing legal use of water.

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

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

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

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

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

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

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

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

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

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

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

No. Staff determined the use will not degrade the source from which it is withdrawn.

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

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

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

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

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

No. Staff determined the use will not cause harm to wetlands or other surface water.

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

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

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

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

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

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

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

**Has the permit applicant proposed an alternative water supply?**

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

Alternative water supply is not feasible at this time.

**Standard Conditions**

1. This permit shall expire on **2/04/2033**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Agricultural**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-03-00002.004**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

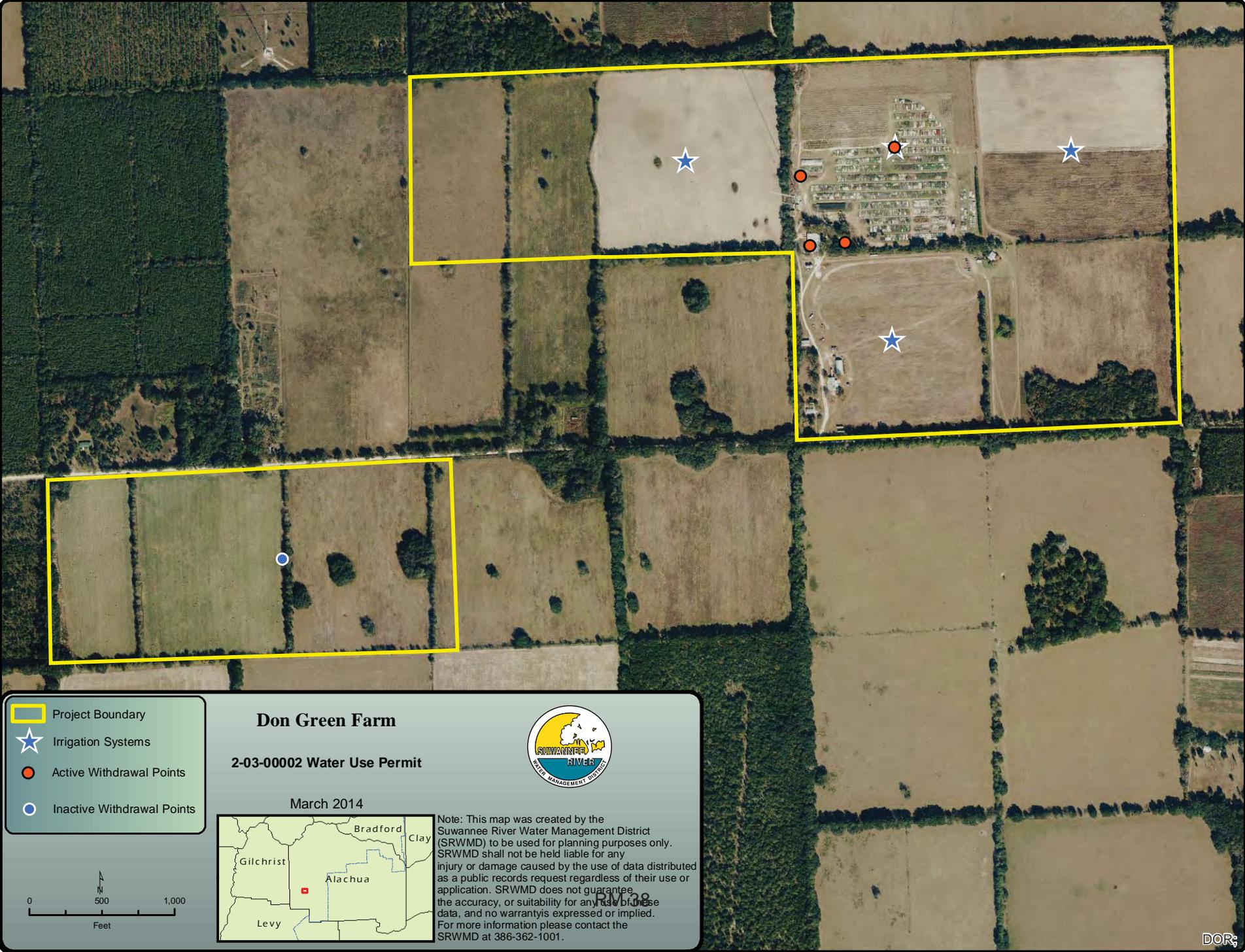
### **Special Limiting Conditions**

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The Permittee's water use shall be consistent with the MFL prevention or recovery strategy developed for any water body from which this permitted water use directly or indirectly withdraws or diverts water, pursuant to subsection 40B-2.301(2)(h), F.A.C.
23. The permittee shall notify the District in writing within 90 days of any change in control of any withdrawal facility associated with this permit or any of the real property on which the permitted water use is authorized that prevents the permittee's use of either the withdrawal facility or the real property.

24. On an average daily basis, the Permittee is authorized to withdraw 0.1196 mgd of groundwater for supplemental irrigation of a corn/ rye rotation and 0.1452 mgd of groundwater for supplemental irrigation of nursery stock; or 0.0852 mgd of groundwater for supplemental irrigation of a peanuts/ rye rotation and 0.1452 mgd of groundwater for supplemental irrigation of nursery stock.

Attachment A  
2-03-00002.004  
Don Green Farm

| Name               | Status   | Diameter | Capacity (gpm) | Water Use  |
|--------------------|----------|----------|----------------|------------|
| Nursery 1          | Active   | 4        | 100            | Irrigation |
| Nursery 2          | Active   | 4        | 100            | Irrigation |
| Packing Shed Well  | Active   | 8        | 800            | Irrigation |
| Nursery Pivot Well | Active   | 10       | 1000           | Irrigation |
| Phyllis Well       | Inactive | 6        | 400            | Irrigation |



-  Project Boundary
-  Irrigation Systems
-  Active Withdrawal Points
-  Inactive Withdrawal Points

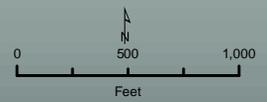
### Don Green Farm

2-03-00002 Water Use Permit

March 2014



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## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of a Modification with a 0.2677 mgd Decrease in Allocation and a Five-Year Permit Extension for Water Use Permit Application Number 2-85-00288.003, Driver Farm, Lafayette County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-85-00288.003, with eighteen standard conditions and five special limiting conditions to Timothy Driver in Lafayette County.**

### BACKGROUND

This is a modification for an existing permit to irrigate 135 acres of a tobacco/ beans rotation and pasture. The Average Daily Rate (ADR) has decreased 0.2677 million gallons per day (mgd), from 0.4040 mgd to 0.1363 mgd. The project area is not located within a Water Resource Caution Area. The applicant is requesting a five-year permit extension (existing permit will expire on July 30, 2028, and the modification will expire July 30, 2033) due to voluntarily implementing automated monitoring.

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

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

/tm

**STAFF REPORT**

**WATER USE PERMIT APPLICATION**

**DATE:** February 28, 2014

**PROJECT:** Driver Farm

**APPLICANT:**

Timothy Driver

5247 Northwest CR 53

Mayo, FL 32066

**PERMIT APPLICATION NO.:** 2-85-00288.003

**DATE OF APPLICATION:** January 7, 2014

**APPLICATION COMPLETE:** January 7, 2014

**DEFAULT DATE:** April 7, 2014

| <b><u>Permitted Allocations</u></b>             |   |   |  |
|---|---|---|--|
| Average Daily Rate<br>(Million Gallons Per Day) | Total Annual Allocation<br>(Million Gallons Per Year) | Freeze Protection<br>(Million Gallons Per Year) | New Water to Average Daily Rate<br>(Million Gallons Per Day) |
| 0.1363  | 49.7495   | 0.0000  | -0.2677  |

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Lafayette County. The permit includes eighteen standard conditions and five special limiting conditions. Staff recommends a five-year permit extension pursuant to chapter 40B-2.331(2), F.A.C., due to voluntarily implementing automated monitoring of withdrawals. The permit will expire on July 30, 2033.

**Project Review Staff**

Lindsey Marks, Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

**Project Location**

The withdrawal facilities are located in Township 03 South, Range 10 East, Section 23 in Lafayette County. The project is located within the Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

**Project Description**

The project area consists of 296 acres with approximately 135 acres being irrigated.

Groundwater is used to irrigate a tobacco/ beans crop rotation and pasture using center pivots. The supplemental irrigation calculations for the crops were based upon GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The ADR of

withdrawal for the crop rotation was calculated as 0.1363 mgd, which equates to 13.3 inches of supplemental irrigation annually.

Groundwater is also used to supply 150 head of beef cattle. The ADR of withdrawal for the livestock was calculated as 0.0023 mgd.

The project area includes four existing wells. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types. Timothy Driver plans to use center pivots to irrigate 40 acres of a tobacco/ bean crop rotation and 95 acres of pasture.

### **Water Conservation**

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

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

Due to this modification, the ADR has decreased 0.2677 mgd, from 0.4040 mgd to 0.1363 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries.

### **Conditions of Issuance**

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

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

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

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

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

No. Staff determined the use will not interfere with any presently existing legal use of water.

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

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

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

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

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

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

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

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

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

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

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

No. Staff determined the use will not degrade the source from which it is withdrawn.

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

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

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

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

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

No. Staff determined the use will not cause harm to wetlands or other surface water.

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

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

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

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

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

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

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

**Has the permit applicant proposed an alternative water supply?**

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

Alternative water supply is not feasible at this time.

**Standard Conditions**

1. This permit shall expire on **7/30/2033**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), Florida Administrative Code (F.A.C.) and the required fee to the District pursuant to section 40B-2.361, F.A.C., prior to this expiration date in order to continue the use of water.
2. The permittee may apply for a permit modification at any time in accordance with section 40B-2.331, F.A.C.
3. Primary Water Use classification(s): **Agricultural**
4. Source classification(s) : **Groundwater**
5. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, chapter 40B-21, F.A.C.
6. The permitted water withdrawal facilities consist of the items in the Withdrawal Point Information table on page 1.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

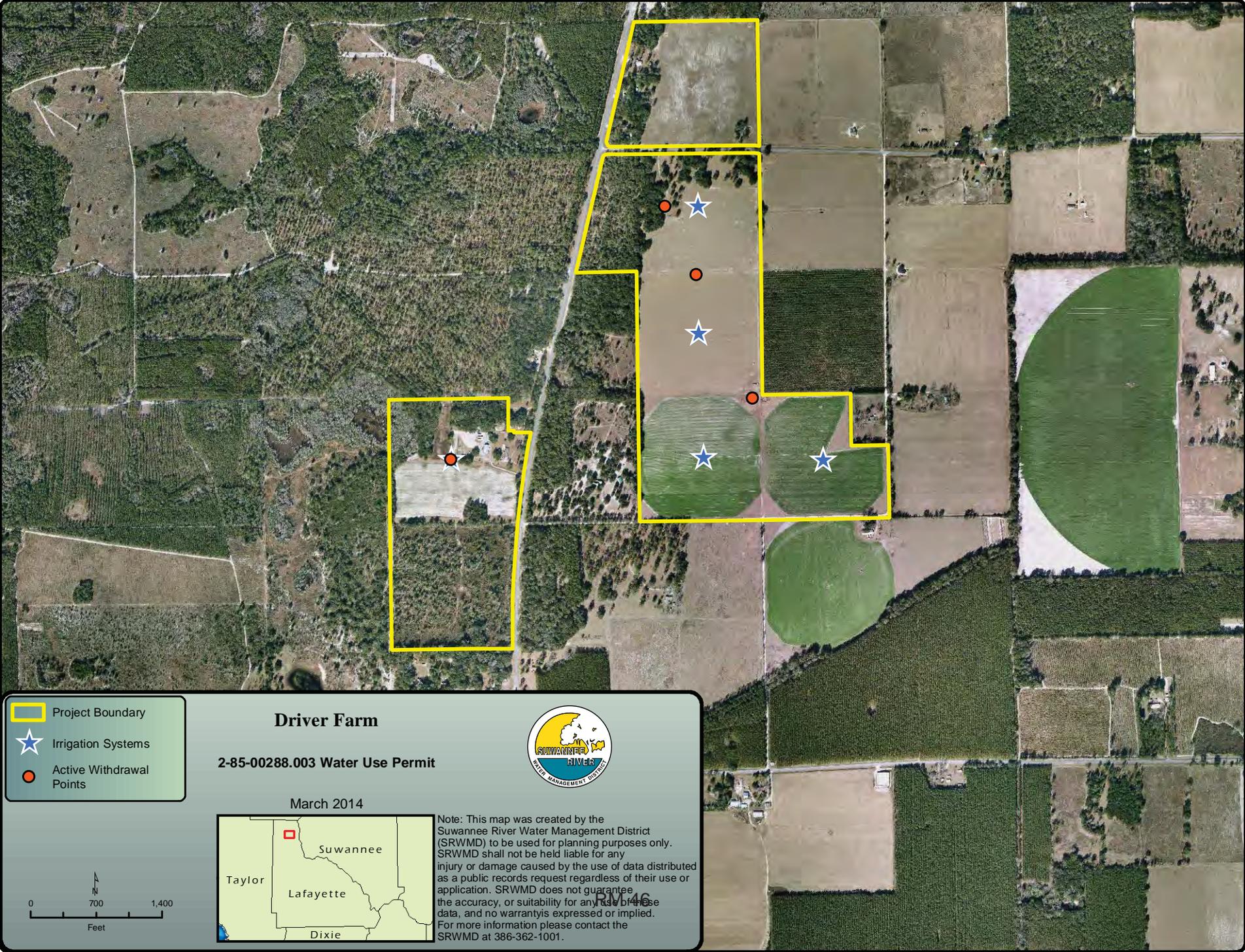
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-85-00288.003**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

### **Special Limiting Conditions**

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. On an average daily basis, the Permittee is authorized to withdraw 0.1339 mgd of groundwater for supplemental irrigation of 40 acres of a beans/ tobacco rotation and 95 acres of pasture.
23. On an average daily basis, the Permittee is authorized to withdraw 0.0023 mgd of groundwater to water livestock.

Attachment A  
2-85-00288.003  
Driver Farm

| Name           | Status | Diameter | Capacity (gpm) | Water Use  |
|----------------|--------|----------|----------------|------------|
| Weaver 6" Well | Active | 6        | 550            | Irrigation |
| Brock 10" Well | Active | 10       | 650            | Irrigation |
| Driver 6" Well | Active | 6        | 550            | Irrigation |
| Livestock Well | Active | 4        | 50             | Livestock  |



-  Project Boundary
-  Irrigation Systems
-  Active Withdrawal Points

**Driver Farm**

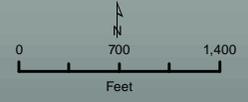
**2-85-00288.003 Water Use Permit**



March 2014



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



## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of a Modification with a 0.2289 mgd Decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00019.002, Phyllis Norfleet Farm, Alachua County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-12-00019.002, with eighteen standard conditions and seven special limiting conditions to Phyllis Norfleet in Alachua County.**

### BACKGROUND

This is a modification for an existing permit to irrigate 64 acres of a corn/ peanuts/ oats rotation using center pivots and 8 acres of watermelons using drip irrigation. The Average Daily Rate (ADR) has decreased 0.2036 million gallons per day (mgd), from 0.2746 mgd to 0.0710 mgd. The project area is not located within a Water Resource Caution Area. The applicant is requesting a two-year permit extension (existing permit will expire on May 1, 2032, and the modification will expire March 11, 2034) due to voluntarily implementing automated monitoring of withdrawals. A portion of the project area and a well were transferred from this permit to permit 2-12-00038 based on continuity of project areas.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, control of withdrawal facilities, consistency with minimum flows and levels (MFL) prevention or recovery strategies, and specific allocations for crop rotations and for livestock

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

/tm

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

**DATE:** February 28, 2014

**PROJECT:** Phyllis Norfleet Farm

**APPLICANT:**

Phyllis Norfleet  
2808 NW SR 45  
Newberry, FL 32669

**PERMIT APPLICATION NO.:** 2-12-00019.002

**DATE OF APPLICATION:** January 14, 2014

**APPLICATION COMPLETE:** January 14, 2014

**DEFAULT DATE:** April 14, 2014

| <b>Permitted Allocations</b>                       |  |  |  |
|--|--|--|--|
| Average Daily Rate<br>(Million Gallons Per<br>Day) | Total Annual Allocation<br>(Million Gallons Per<br>Year) | Freeze Protection<br>(Million Gallons<br>Per Year) | New Water to Average<br>Daily Rate<br>(Million Gallons Per<br>Day) |
| 0.0710   | 25.9139  | 0.0000   | -0.2036  |

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Alachua County. The permit includes eighteen standard conditions and seven special limiting conditions. Staff recommends a two-year permit extension pursuant to chapter 40B-2.331(2), F.A.C., due to voluntarily implementing automated monitoring of withdrawals. The permit will expire on March 11, 2034.

**Project Review Staff**

Alejandra M. Rodriguez, E.I., Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

**Project Location**

The withdrawal facilities are located in Township 10 South, Range 17 East, Section 10 in Alachua County. The project is located within the Waccasassa River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

**Project Description**

The project area consists of 178 acres with approximately 72 acres being irrigated.

Groundwater is used to irrigate 64 acres of a corn/peanuts/oats crop rotation using center pivots. The supplemental irrigation calculations for the crops were based upon GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The ADR of

withdrawal for the crop rotation was calculated as 0.0457 mgd, which equates to 12.9 inches of supplemental irrigation annually. Groundwater is also used to irrigate 8 acres of watermelons once every five years using drip irrigation. The ADR of withdrawal for the watermelons was calculated as 0.0052 mgd, which equates to 8.8 inches of supplemental irrigation annually.

Groundwater is also used to supply 300 head of beef cattle. The ADR of withdrawal for the livestock was calculated as 0.0045 mgd.

The project area includes two existing wells. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types. Phyllis Norfleet plans to use center pivots to irrigate 64 acres of a corn/ peanuts/ oats rotation and drip irrigation to irrigate 8 acres of watermelons.

### **Water Conservation**

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

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

Due to this modification, the ADR has decreased 0.2036 mgd, from 0.2746 mgd to 0.0710 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries.

### **Conditions of Issuance**

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

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

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

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

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

No. Staff determined the use will not interfere with any presently existing legal use of water.

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

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

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

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

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

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

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

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

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

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

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

No. Staff determined the use will not degrade the source from which it is withdrawn.

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

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

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

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

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

No. Staff determined the use will not cause harm to wetlands or other surface water.

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

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

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

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

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

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

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

**Has the permit applicant proposed an alternative water supply?**

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

Alternative water supply is not feasible at this time.

**Standard Conditions**

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

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-12-00019.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

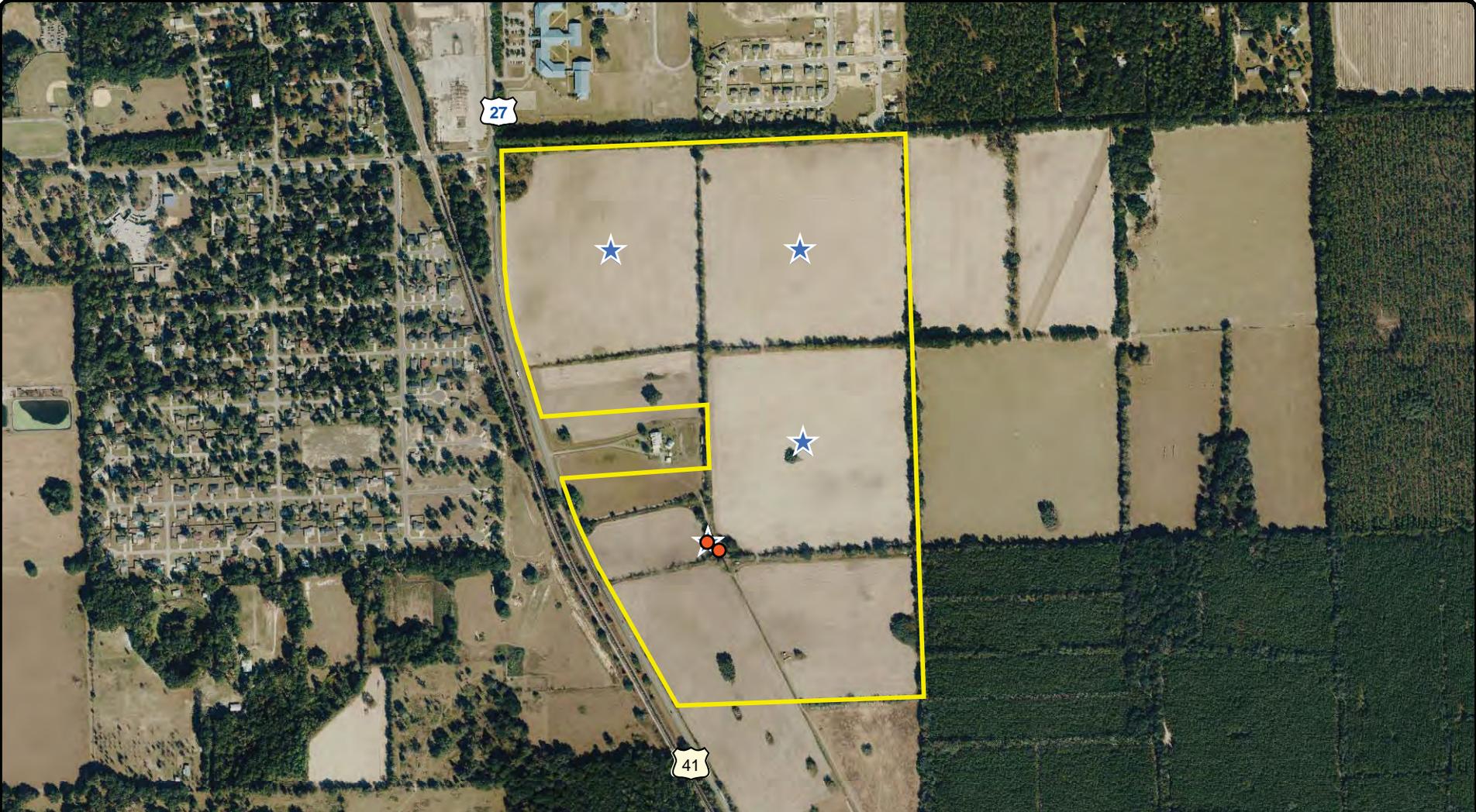
### **Special Limiting Conditions**

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The permittee shall notify the District in writing within 90 days of any change in control of any withdrawal facility associated with this permit or any of the real property on which the permitted water use is authorized that prevents the permittee's use of either the withdrawal facility or the real property.
23. The Permittee's water use shall be consistent with the MFL prevention or recovery strategy developed for any water body from which this permitted water use directly or indirectly withdraws or diverts water, pursuant to subsection 40B-2.301(2)(h), F.A.C.

24. On an average daily basis, the Permittee is authorized to withdraw 0.0613 mgd of groundwater for supplemental irrigation of a corn and oats rotation, or 0.0490 mgd of groundwater for supplemental irrigation of a peanuts and oats rotation. On an average daily basis, once every five years, the Permittee is authorized to withdraw 0.0052 mgd of groundwater for supplemental irrigation of watermelons.
25. On an average daily basis, the Permittee is authorized to withdraw 0.0045 mgd of groundwater for livestock watering (beef cattle).

Attachment A  
2-12-00019.002  
Phyllis Norfleet Farm

| Name                          | Status | Diameter | Capacity (gpm) | Water Use  |
|-------------------------------|--------|----------|----------------|------------|
| Don's House 10"<br>Irrigation | Active | 10       | 1000           | Irrigation |
| Don's House 4"<br>Well        | Active | 4        | 30             | Livestock  |



-  Project Boundary
-  Irrigation Systems
-  Active Withdrawal Points

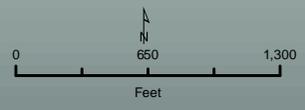
### Phyllis Norfleet Farm

2-12-00019.002 Water Use Permit

March 2014



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## MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Approval of a Modification with a 0.2514 mgd decrease in Allocation and a Two-Year Permit Extension for Water Use Permit Application Number 2-12-00038.002, Allison Gabe Green, Alachua County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-12-00038.002, with eighteen standard conditions and seven special limiting conditions to Allison Gabe Green in Alachua County.**

### BACKGROUND

This is a modification for an existing permit to irrigate 520 acres of a corn/ peanuts/ oats rotation. The Average Daily Rate (ADR) has decreased 0.2514 million gallons per day (mgd), from 0.8729 mgd to 0.6215 mgd. The project area is not located within a Water Resource Caution Area. The applicant is requesting a two-year permit extension (existing permit will expire on May 29, 2032, and the modification will expire March 11, 2034) due to voluntarily implementing automated monitoring of withdrawals. A portion of the project area and a well were transferred to this permit from permit 2-12-00019 based on continuity of project areas.

The permit contains special conditions regarding implementation of automatic monitoring of withdrawals, implementation and maintenance of conservation plans, irrigation of target areas, control of withdrawal facilities, consistency with minimum flow and levels (MFL) prevention or recovery strategies, and specific allocations for crop rotations and for livestock.

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

/tm

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

**DATE:** February 28, 2014

**PROJECT:** Allison Gabe Green

**APPLICANT:**

Allison Gabe Green

PO Box 35

Archer, FL 32618

**PERMIT APPLICATION NO.:** 2-12-00038.002

**DATE OF APPLICATION:** January 14, 2014

**APPLICATION COMPLETE:** January 14, 2014

**DEFAULT DATE:** April 14, 2014

| <b>Permitted Allocations</b>                       |  |  |  |
|--|--|--|--|
| Average Daily Rate<br>(Million Gallons Per<br>Day) | Total Annual Allocation<br>(Million Gallons Per<br>Year) | Freeze Protection<br>(Million Gallons<br>Per Year) | New Water to Average<br>Daily Rate<br>(Million Gallons Per<br>Day) |
| 0.6215   | 23.0680  | 0.0000   | -0.2514  |

**Recommended Agency Action**

Staff recommends approval of a Water Use Permit for an existing agricultural operation located within Alachua County. The permit includes eighteen standard conditions and seven special limiting conditions. Staff recommends a two-year permit extension pursuant to chapter 40B-2.331(2), F.A.C., due to voluntarily implementing automated monitoring. The permit will expire on March 11, 2034.

**Project Review Staff**

Alejandra M. Rodriguez, E.I, Warren Zwanka, P.G., and Tim Sagul, P.E. have reviewed the application.

**Project Location**

The withdrawal facilities are located in Township 10 South, Range 17 East, Section 27 in Alachua County. The project is located within the Waccasassa River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub basins.

**Project Description**

The project area consists of 650 acres with approximately 520 acres being irrigated.

Groundwater is used to irrigate a corn/ peanuts/ oats crop rotation using center pivots. The supplemental irrigation calculations for the crops were based upon GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). The ADR of withdrawal for the

crop rotation was calculated as 0.6215 mgd, which equates to 16.0 inches of supplemental irrigation annually.

Groundwater is also used to supply 300 head of beef cattle. The ADR of withdrawal for the livestock was calculated as 0.0045 mgd.

The project area includes three existing wells. The well inventory can be found in the table on Attachment A.

### **Demonstration of Need**

The applicant has provided information that supports the requested allocation, based upon the crop types. Allison Gabe Green plans to use the center pivot to irrigate 520 acres of a corn/peanuts/ oats rotation.

### **Water Conservation**

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

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

Due to this modification, the ADR has decreased 0.2514 mgd, from 0.8729 mgd to 0.6215 mgd. Staff determined the use will not violate the minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries.

### **Conditions of Issuance**

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

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

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

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

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

No. Staff determined the use will not interfere with any presently existing legal use of water.

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

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

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

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

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

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

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

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

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

Yes. Staff determined the source will be capable of producing the requested amounts and appropriate quality of water.

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

No. Staff determined the use will not degrade the source from which it is withdrawn.

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

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

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

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

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

No. Staff determined the use will not cause harm to wetlands or other surface water.

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

No. Staff determined the use will not cause or contribute to a violation of either minimum flows or levels.

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

No. Staff determined the use will not cause or contribute to a violation of state water quality standards.

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

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

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

**Has the permit applicant proposed an alternative water supply?**

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

Alternative water supply is not feasible at this time.

**Standard Conditions**

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

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.
16. All correspondence sent to the District regarding this permit must include the permit number **2-12-00038.002**.
17. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.
18. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

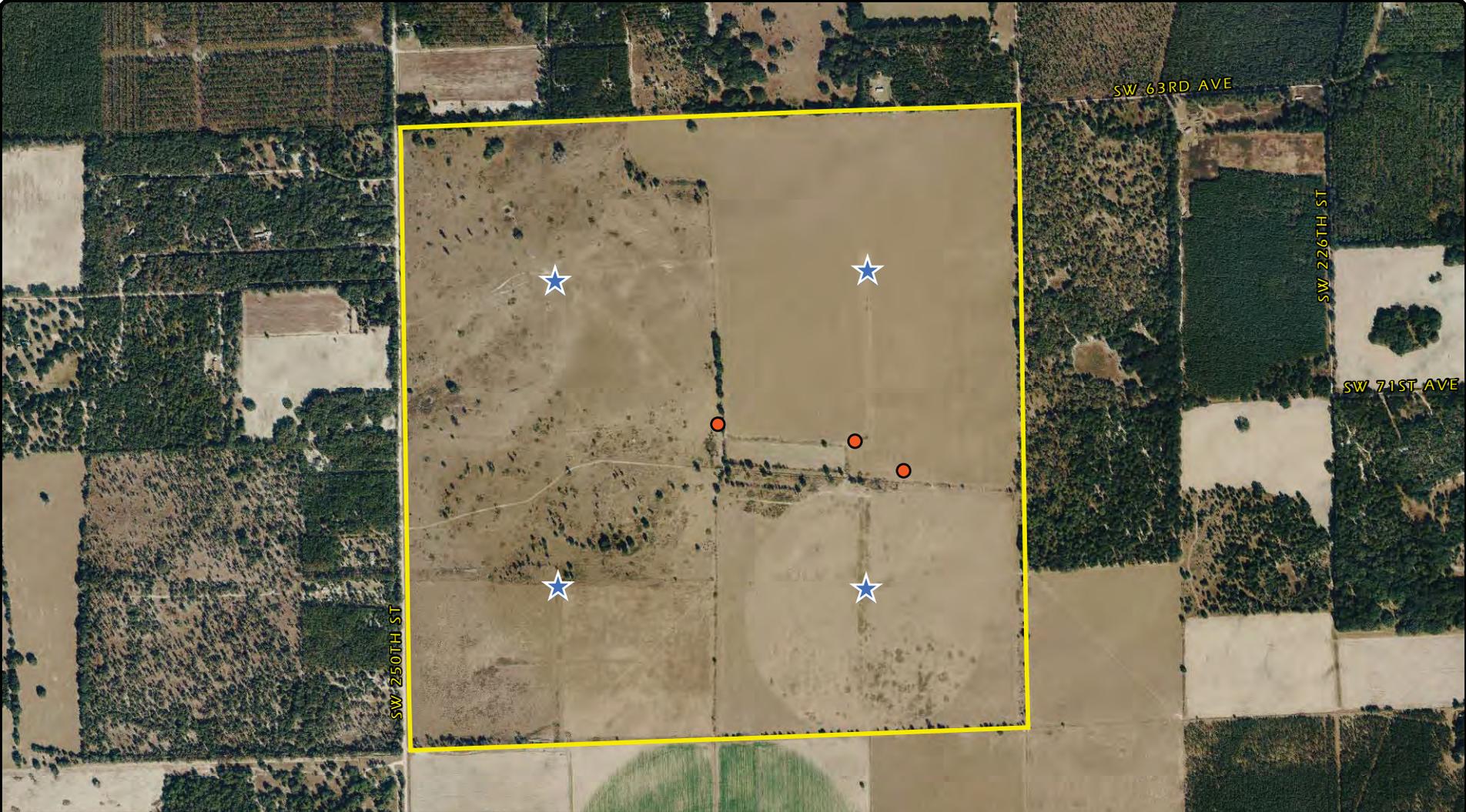
### **Special Limiting Conditions**

19. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.
20. The Permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
21. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
22. The permittee shall notify the District in writing within 90 days of any change in control of any withdrawal facility associated with this permit or any of the real property on which the permitted water use is authorized that prevents the permittee's use of either the withdrawal facility or the real property.
23. The Permittee's water use shall be consistent with the MFL prevention or recovery strategy developed for any water body from which this permitted water use directly or indirectly withdraws or diverts water, pursuant to subsection 40B-2.301(2)(h), F.A.C.

24. On an average daily basis, the Permittee is authorized to withdraw 0.6170 mgd of groundwater for supplemental irrigation of a corn and oats rotation, or 0.5408 mgd of groundwater for supplemental irrigation of a peanuts and oats rotation.
25. On an average daily basis, the Permittee is authorized to withdraw 0.0045 mgd of groundwater for livestock watering (beef cattle).

Attachment A  
2-12-00038.002  
Allison Gabe Green

| Name                       | Status | Diameter | Capacity (gpm) | Water Use  |
|----------------------------|--------|----------|----------------|------------|
| Gabe 12-Inch Well          | Active | 12       | 1000           | Irrigation |
| Gabe 2-Inch Livestock Well | Active | 2        | 10             | Livestock  |
| Well No.1                  | Active | 10       | 1000           | Irrigation |



-  Project Boundary
-  Irrigation Systems
-  Active Withdrawal Points

### Allison Gabe Green

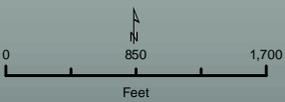
2-12-00038.002 Water Use Permit



March 2014



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



MEMORANDUM

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: February 28, 2014  
RE: Adoption of Governing Board Directive GBD14-0002 Regarding Nonuse of Water Use Permits

RECOMMENDATION

**Staff recommends the Governing Board adopt directive number GBD14-0002 regarding Nonuse of Water Use Permits.**

BACKGROUND

As directed in the Governing Board workshop on January 14, 2014, staff has developed a procedure to be used in the determination and processing of unused Water Use Permits. The proposed directive (copy attached) provides an approach for staff to use in determining whether to bring permits to the Governing Board with a recommendation for revocation due to non-use.

WZ/tm  
Attachment

# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

## GOVERNING BOARD DIRECTIVE

Directive No.: GBD14-0002

Date Approved: \_\_\_\_\_

Subject: Nonuse of Water Use Permits

Approval: \_\_\_\_\_  
Don Quincey, Chair

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



### 1.0 Reference to Prior Directive

There are no prior versions of this Directive.

### 2.0 Purpose and Intent

Pursuant to subsection 373.243(4), Florida Statutes (F.S.), the Governing Board or department may revoke a Water Use Permit for 2 years or more of nonuse. In its determination, the Governing Board can consider hardships or other extenuating circumstances that resulted in the nonuse of a permitted water allocation. The purpose of this Directive is to establish a process for evaluating Water Use Permits for nonuse and set specific criteria for revocation.

It is the intent of this directive to recognize that certain water use practices, particularly by agricultural water users, may be misconstrued as nonuse. It is necessary to provide these water users the flexibility to operate in a manner that allows for intermittent crop rotations, temporary time gaps between lease agreements, unforeseen changes in market demand, and other hardships or extenuating circumstances without the risk of losing their permitted water use.

### 3.0 Definitions

- A. 'Permit revocation' means to cancel the legal water use rights granted in a Water Use Permit.
- B. 'Water Resource Caution Area' means a geographic area identified by a District as having existing water resource problems or an area in which water resource problems are projected to develop during the next twenty years.
- C. 'Water Use Permit' means a permit issued by the Suwannee River Water Management District pursuant to Part II of 373, F.S., and 40B-2, F.A.C., for consumptive uses of water.

## 4.0 Elements of Directive

### A. Evaluation

The following items will be considered by staff when determining a potential nonuse of a permitted water use:

1. No record of wells proposed by the permittee having been constructed;
2. Historical GIS imagery indicates a land use that is inconsistent with the permitted water use; and
3. A field inspection by staff to verify no wells have been constructed and the land use is inconsistent with the permitted water use.

### B. Priority

The highest priority for staff validation of a potential nonuse of permitted water will be given to the following:

1. Individual Permits with permitted allocations equal to or greater than two million gallons per day;
2. Permits located in whole or in part within a Water Resource Caution Area; and
3. Permits with a significant portion (greater than ten years) of their permit duration remaining.

### C. Staff Review

1. Staff shall contact permittee by phone and if necessary by certified mail to validate a potential nonuse of permitted water.
2. If necessary, a site visit may be conducted with permittee to determine extent to which the current water use, if any, is inconsistent with the permitted water use.
3. If nonuse of permitted water is validated, the permittee may voluntarily withdraw their permit in writing. In such cases, staff shall change the permit status from 'issued' to 'void' without further action.
4. If a water use that is inconsistent with the permitted water use is validated, the permittee may voluntarily request a modification of their permit by completing a Water Use Permit application form and remit the appropriate application fee.
5. Staff shall consider hardships and extenuating circumstances in its determination to proceed in the revocation process.
  - a. Water Use Permits with existing water withdrawal infrastructure (wells with installed pumps and surface water pumps) shall not be considered for revocation due to nonuse.
  - b. A validated nonuse of a permitted water use shall be referred to the Governing Board for consideration in the event that all hardships or extenuating circumstances have been considered and rejected by staff and the permittee has not voluntarily withdrawn or modified their permit.

### D. Revocation Process

1. Staff obtains authorization from the Governing Board to serve an Administrative Complaint for the validated nonuse of permitted water.

2. A notice of intent to revoke shall be mailed to the permittee no less than 21 days prior to the Governing Board meeting at which the revocation will be considered.
3. The Governing Board considers enforcement of the order.

DRAFT

MEMORANDUM

TO: Governing Board  
 FROM: Tim Sagul, P.E., Division Director, Resource Management  
 DATE: February 28, 2014  
 RE: Permitting Summary Report

**Environmental Resource Permitting (ERP) Activities**

**Permit Review**

The following table summarizes the environmental resource permitting activities during the month of January 2014.

|            |                    | <b>Received</b>  |                          |                          |                             |            |
|------------|--------------------|------------------|--------------------------|--------------------------|-----------------------------|------------|
| <b>ERP</b> | Exemption Requests | Noticed Generals | Generals (WOD and SWERP) | 10-2 Self Certifications | Individuals (WOD and SWERP) | Conceptual |
|            | 12                 | 0                | 4                        | 2                        | 3                           | 0          |
|            |                    | <b>Issued</b>    |                          |                          |                             |            |
|            | Exemption Requests | Noticed Generals | Generals (WOD and SWERP) | 10-2 Self Certifications | Individuals (WOD and SWERP) | Conceptual |
|            | 1                  | 1                | 3                        | 2                        | 10                          | 1          |

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in January 2014.

| <b>File Number</b> | <b>Project Name</b>   | <b>County</b> | <b>Issue Date</b> |
|--------------------|---|---------------|-------------------|
| ERP02-0363M5       | Newberry Oaks Subdivision Phase 8 Extension                 | Alachua       | 1/2/14            |
| ERP13-0141         | Buildings And More (Bam)                                    | Columbia      | 1/6/14            |
| ERP90-0197M2       | Stephen Foster State Park Riverbank Soil Stabilization      | Hamilton      | 1/6/14            |
| ERP88-0238M2       | Advent Christian Village Apartment Replacement              | Suwannee      | 1/13/14           |
| ERP13-0139         | Us 90 @ I-75 Operational Improvements                       | Columbia      | 1/17/14           |
| ERP09-0165M        | M & A Food & Beverage Extension                             | Suwannee      | 1/17/14           |
| ERP09-0132M        | Interstate Sand Pit (1-75 Col Co) Extension                 | Columbia      | 1/23/14           |
| ERP01-0023M2       | Waccasassa Fish Club Modification                           | Levy          | 1/27/14           |
| ERP13-0148         | Brim Street Roadway   | Columbia      | 1/28/14           |
| ERP12-0134M        | Jasper Drainage Improvements Phase II (Fpid 428695-1-52-01) | Hamilton      | 1/29/14           |

### Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2011 to January 31, 2014.

|                          | Issued | Under Construction | Operation & Maintenance* | Construction Inspections | As-built Inspections |
|--------------------------|--------|--------------------|--------------------------|--------------------------|----------------------|
| Permit Type              |        |                    |                          | January 2014             | January 2014         |
| Exempt                   | 148    | 124                | 24                       | 0                        | 0                    |
| Noticed General          | 308    | 212                | 96                       | 2                        | 2                    |
| General                  | 269    | 167                | 102                      | 3                        | 3                    |
| 10-2 Self Certifications | 45     | 28                 | 17                       | 7                        | 1                    |
| Individual               | 60     | 48                 | 12                       | 4                        | 0                    |
| Conceptual               | 6      | 6                  | 0                        | 0                        | 0                    |
| TOTAL                    | 836    | 585                | 251                      | 16                       | 6                    |
| PERCENT                  |        | 70%                | 30%                      |                          |                      |

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

### Water Use Permitting and Water Well Construction

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

| January 2014                          | Received |                           | Issued |
|---------------------------------------|----------|---------------------------|--------|
| Water Use Permits                     | 21       |                           | 15     |
| <b>Water well permits issued: 124</b> |          |                           |        |
| Abandoned/Destroyed                   | 10       | Livestock                 | 2      |
| Agricultural Irrigation               | 12       | Monitor                   | 19     |
| Aquaculture                           | 0        | Nursery                   | 0      |
| Climate Control                       | 0        | Other                     | 1      |
| Fire Protection                       | 0        | Public Supply             | 4      |
| Garden (Non Commercial)               | 0        | Self-supplied Residential | 69     |
| Landscape Irrigation                  | 5        | Drainage or Injection     | 0      |
| Commercial or Industrial              | 0        | Remediation Recovery      | 2      |

## Rulemaking Schedule

### 40B-1, 40B-2 CUPcon

|  |            |
|--|------------|
| GB Rule Dev. Auth.                         | 5/29/12    |
| Notice of Rule Dev.                        | 7/20/12    |
| GB Notice of Proposed Rule Auth.           | 5/16/13    |
| GB Notice of Proposed Rule Auth.           | 11/12/13   |
| Rule revision crosswalk and SERC worksheet | 11/22/13   |
| Sent to OFARR                              | 12/9/2013  |
| Sent to JAPC                               | 12/16/2013 |
| Notice of Change                           | 2/10/14    |
| Mail to DOS (tentative)                    | 3/1/2014   |
| Effective Date (tentative)                 | 3/17/2014  |

**MEMORANDUM**

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: February 28, 2014  
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. **Owner's engineer has contacted District staff and is expecting to have corrective plan submitted by April 1.**

|  |  |
|--|--|
| <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 filed a Petition for Enforcement in the Circuit Court for Bradford County and had Oldham and Nicklas personally served. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel for resolution.

|  |   |
|--|---|
| <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>Ongoing</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. Staff to follow up with this before the next board meeting.

|                                    |                                 |
|------------------------------------|---------------------------------|
| <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 working with Columbia County on an appropriate resolution.

**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. The file was transferred from Brannon, Brown, Haley & Bullock, P.A., to Board Counsel for 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>Ongoing</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. No settlement was reached at the October 2013 Governing Board meeting. Counsel was directed to pursue a quiet title action.

On January 24, 2014, the U.S. District Court entered its order affirming the Bankruptcy Court's dismissal of Mr. Hill's bankruptcy case. Mr. Hill has appealed this matter to the 11<sup>th</sup> Circuit Court of Appeal in Atlanta.

|                                    |   |
|------------------------------------|---|
| <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. No settlement was reached at the October 2013 Governing Board meeting.

A hearing on the District's amended motion for summary judgment (among other of Plaintiffs' motions) occurred on February 6, 2014.

|                                    |   |
|------------------------------------|---|
| <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>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. 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 Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Easement for Ingress and Egress to the Property of George and Kathy McLeod  
in Madison County

RECOMMENDATION

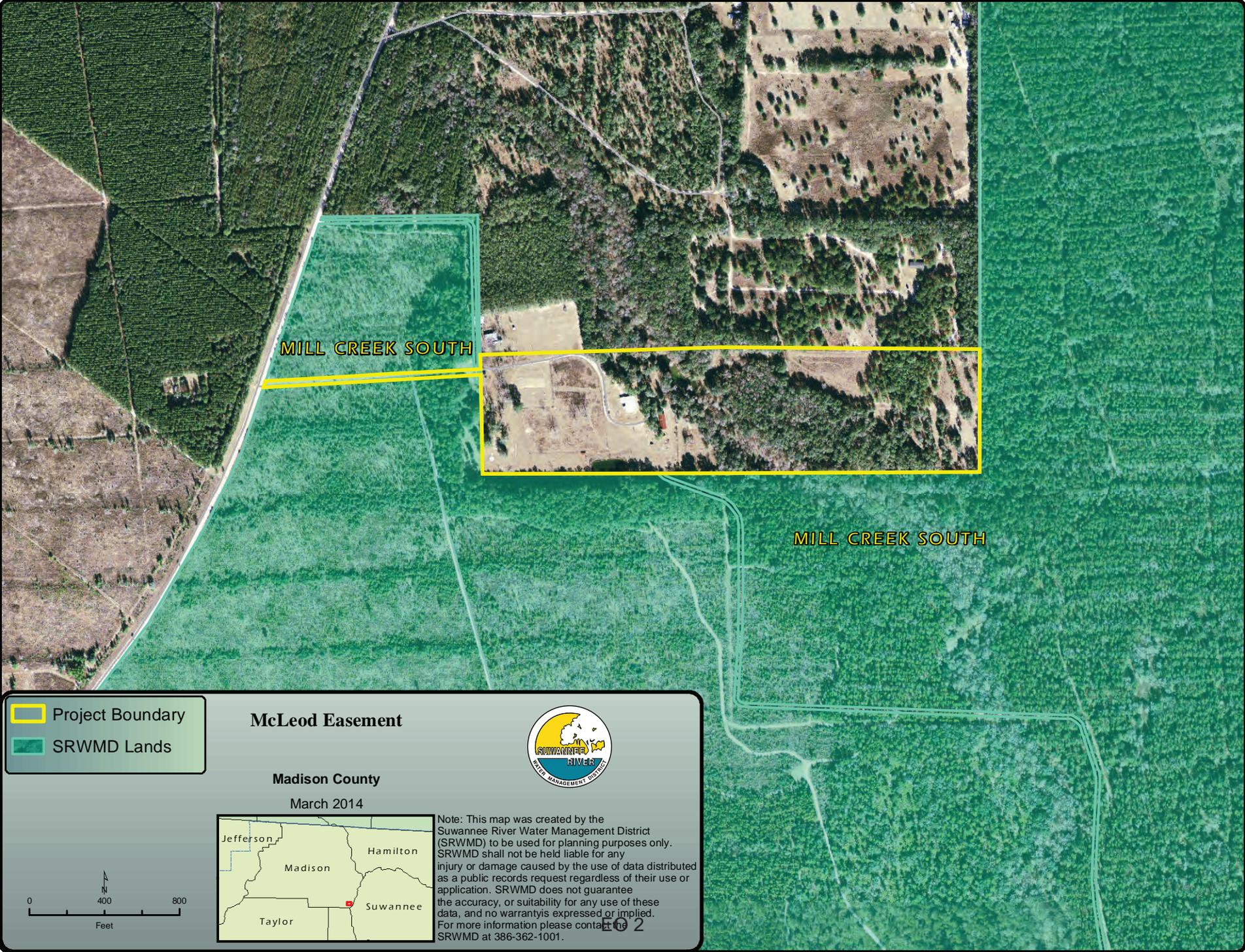
**Staff recommends the Governing Board approve and execute an easement for ingress and egress to the property of George and Kathy McLeod in Madison County.**

BACKGROUND

George and Kathy McLeod are purchasing a parcel in Madison County that currently has no legal ingress and egress. Physical access is available over a road through District-owned lands known as Wagon Wheel Trail as shown on the attached map. There is no legal record of this road, but it was noted on the District's survey of the affected property when it was acquired in 1988.

In accordance with Program Directive 90-2, the McLeods have provided a survey and legal description of the proposed 30-foot wide route from their property line to the county graded road, approximately 0.78 acres. The McLeods have provided an appraisal for the easement and agreed to pay the estimated \$2,100 appraised value. Board Counsel has prepared the easement documents for this transaction.

BH/rl  
Attachment



MILL CREEK SOUTH

MILL CREEK SOUTH

 Project Boundary

 SRWMD Lands

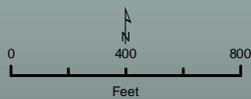
### McLeod Easement

Madison County

March 2014



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: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Consideration of Resolution No. 2014-03 Authorizing Sale of a 40-acre Parcel at Blue Sink in Suwannee County

### RECOMMENDATION

**Staff recommends that the Governing Board approve and execute Resolution 2014-03 authorizing the sale of a 40-acre parcel at Blue Sink in Suwannee County.**

### BACKGROUND

In September of 2009, the District Governing Board declared the 80-acre Blue Sink parcel in Suwannee County as surplus property. This parcel was acquired as part of the 612 acre Blue Sink purchase in 1988 from Container Corporation for a price of \$877 per acre. A previous contract to sell the parcel to Matthew J. Fitzgibbon was terminated due to Mr. Fitzgibbon's objection to the condition of the title.

Realtor Ronnie Poole delivered a contract dated February 13, 2014, from James G. Moses for the purchase of the property at \$2,200 per acre for an estimated total of \$88,000. The parcel was first appraised by Richard Hale in May of 2010 and updated on November 23, 2013. The current contract equals the updated appraised value for a 40-acre parcel. Mr. Moses has been apprised of the potential outstanding mineral royalty. He is asking for the District to waive its standard mineral reservation as outlined in Section 270.11, Florida Statutes.

This offer was reviewed by the Lands Committee at its meeting on February 26, 2014, and approved for consideration by the Governing Board.

With Governing Board approval, General Counsel will prepare deeds and close the conveyance of property with James G. Moses. A notice of intent to sell will be advertised in a local Suwannee County newspaper once each week for three consecutive weeks prior to the sale date.

Staff will provide the contract prior to the March 11, 2014, Governing Board meeting.

/ch

**BLUE SINK SURPLUS PARCEL**  
**PUBLIC HEARING SUMMARY**

TRACT: Blue Sink

COUNTY: Suwannee

ACREAGE: 40 acres ±

TRACT DESCRIPTION: Nearly the entire Blue Sink tract is considered uplands. The eastern 40 acres of the 80-acre surplus parcel is slash pine that also has undergone moderate harvesting of hardwoods and some natural timber at lower elevations.

PARENT TRACT: The 612-acre parent tract was purchased in December 1988 and contains frontage on the Suwannee River and associated floodplain and wetlands. This proposal represents approximately 7% of the tract.

ACCESS: The property is fronted on the west by county graded 27<sup>th</sup> Road.

CURRENT ZONING: Environmentally Sensitive – 1 dwelling unit per 20 acres.

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

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

**RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 20% (8 acres)

100-year Floodplain: 6.5% (3 acres)

(b) Management Efficiency:

Public and land management access will remain from 27<sup>th</sup> Road. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use:

There are no public use sites on this proposed parcel.

Archaeological, Historical: No Records

Ecological: No Records

Protected Plants: No Records

Protected Animals: Six Gopher Tortoise sightings

Exotic Plants: No Records

|                      |                  |          |
|----------------------|------------------|----------|
| Natural Communities: | Sand Hill        | 32 acres |
|                      | Floodplain Swamp | 8 acres  |

(d) Linkage:

This parcel is on the edge of the parent tract. Proposed new acquisitions along the Suwannee River would not be affected by this proposal.

(e) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire.

(f) Marketability:

The property is presumed to be marketable on the open real estate market.

(g) Other Public Land Managers:

The District is the primary land manager.

(h) Original Funding:

This tract was purchased with Water Management Lands Trust Funds.

ANALYSIS: The 40 acres of the Blue Sink parcel is within the parameters in Program Directive 2011-03 to be sold while without restrictions.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2014-03

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

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

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

WHEREAS, the DISTRICT owns certain real property; and,

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

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

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

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

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

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

CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Hale & Brannon Appraisals and is dated November 23, 2013.

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

**PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 11<sup>TH</sup> DAY OF MARCH, 2014.**

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

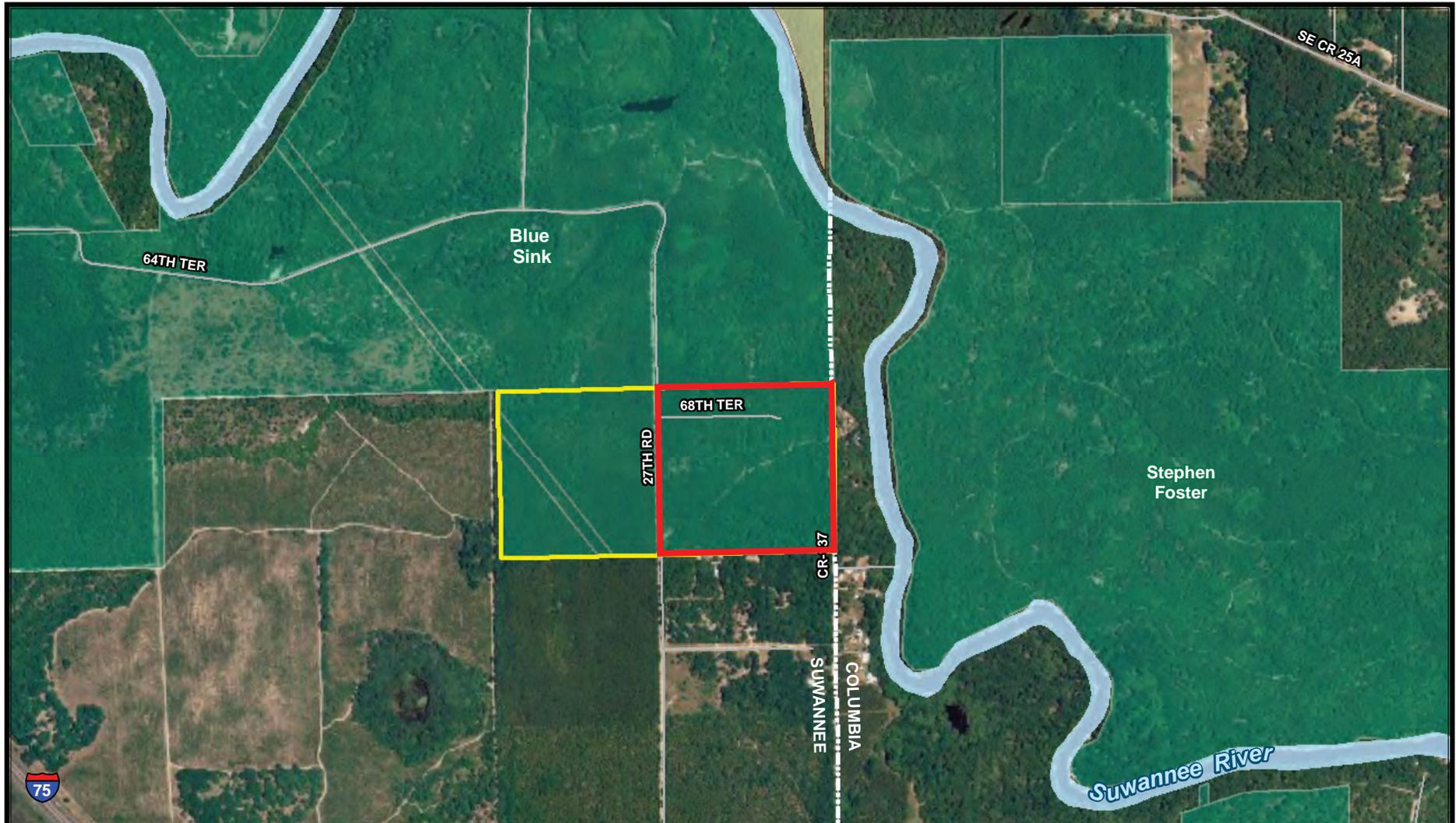
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**MEMBERS OF THE BOARD:**

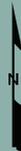
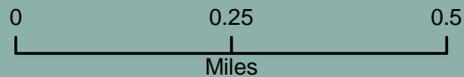
**DON QUINCEY, CHAIR  
ALPHONAS ALEXANDER, VICE CHAIR  
RAY CURTIS, SECRETARY/TREASURER  
KEVIN W. BROWN  
GEORGE M. COLE  
GARY JONES  
VIRGINIA H. JOHNS  
VIRGINIA SANCHEZ  
GUY N. WILLIAMS**

**ATTEST:**

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- Surplus Land
- Moses Offer
- SRWMD Fee Land
- Fee Ownership Other Agencies

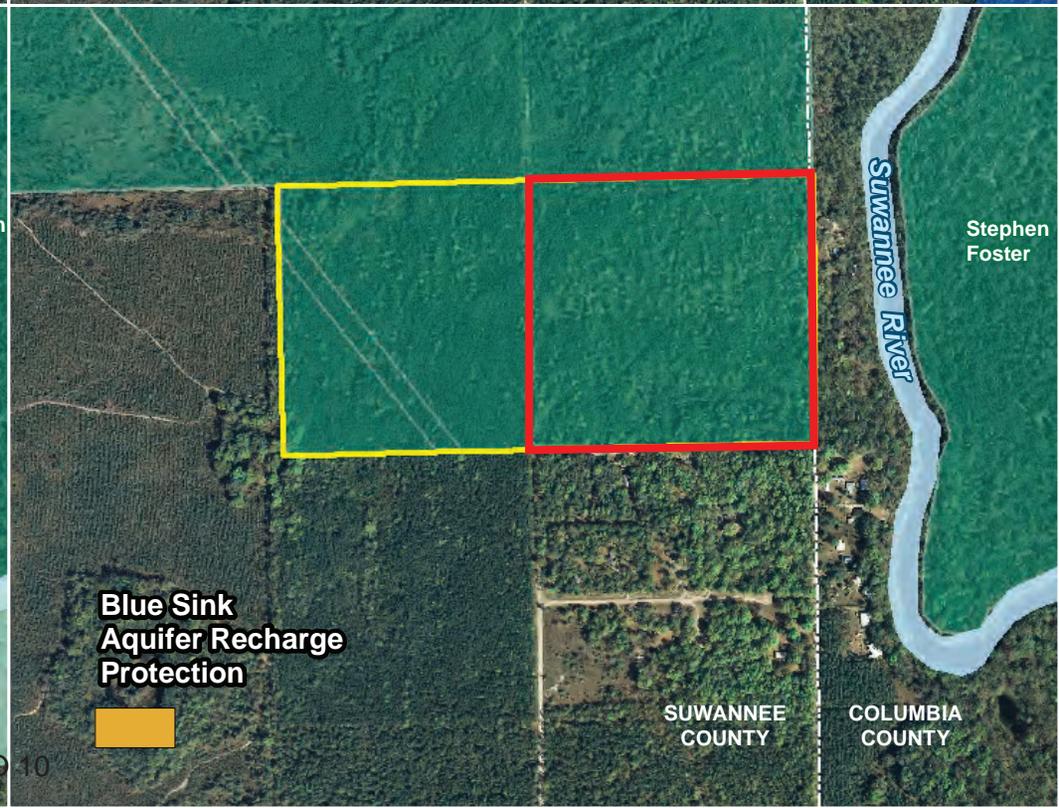
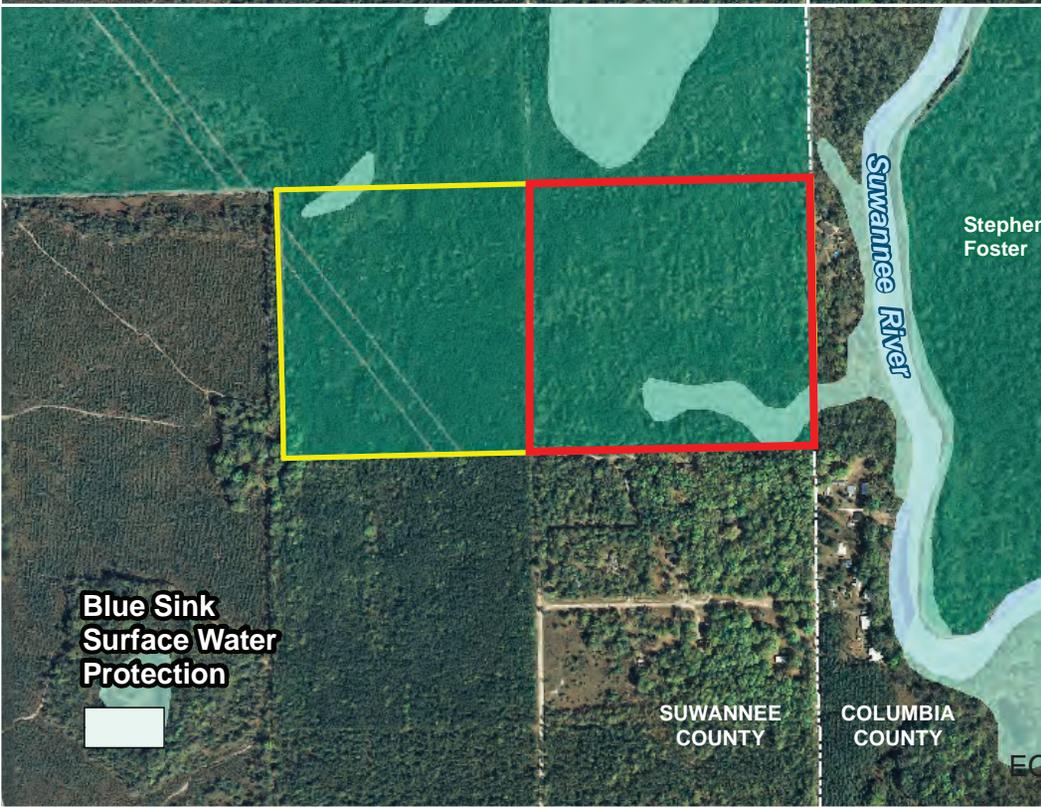
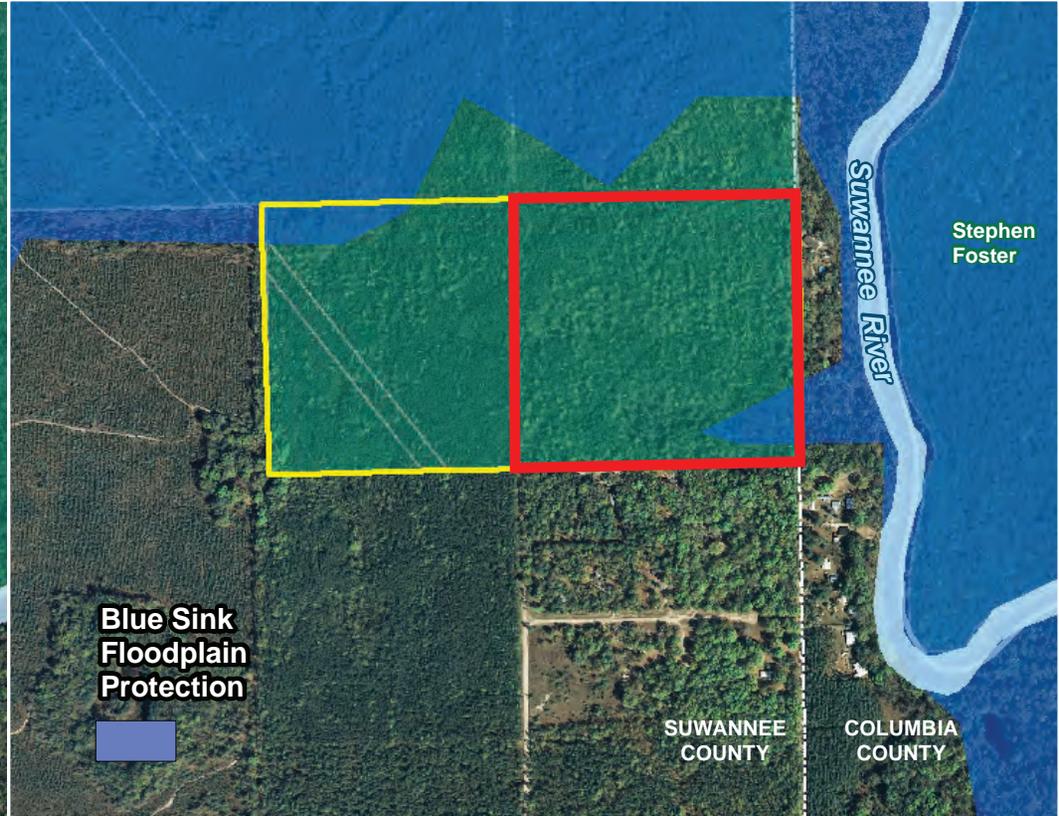
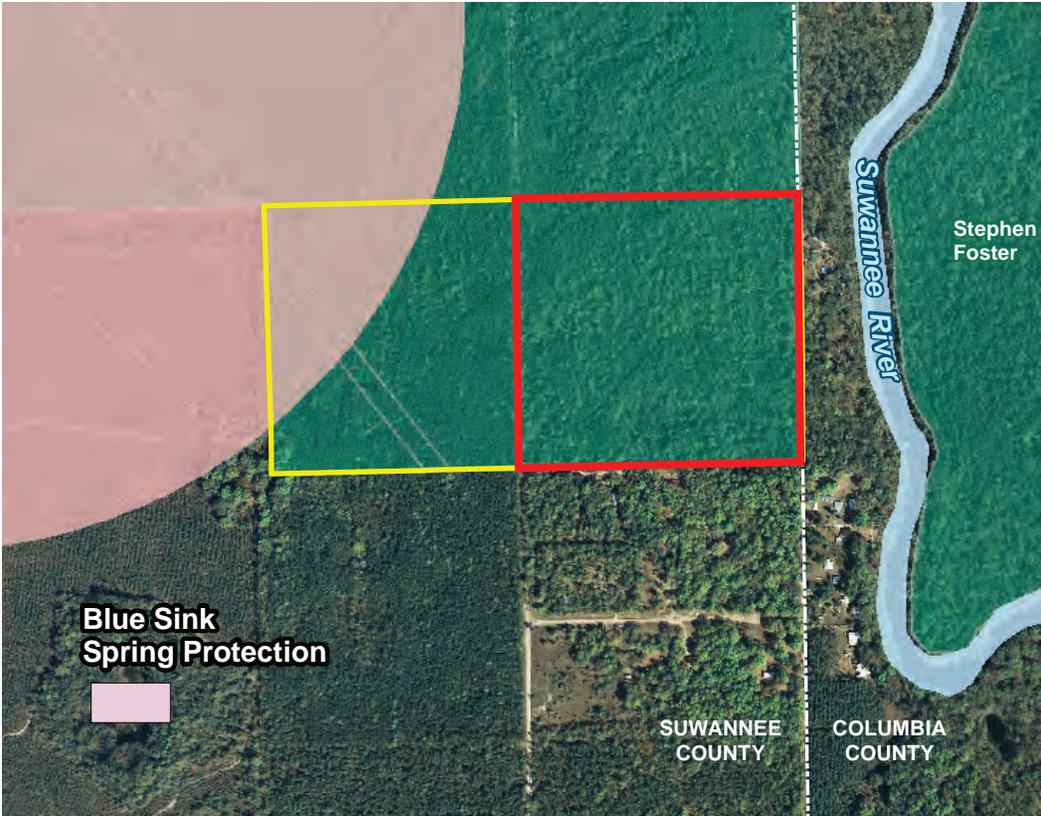


### Surplus Lands Blue Sink Suwannee County, FL



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Department of Land Acquisition and Management (LA&M), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. For more information please contact the SRWMD Department of LA&M at 1-386-362-1001. 2009 ESRI i-cubed, GeoEye 500 M

PM: TD  
GIS: GBH  
PD: 06/28/2010



MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Consideration of Resolution No. 2014-04 Authorizing Sale of the 69-acre Levings Surplus Parcel in Columbia County

RECOMMENDATION

**Staff recommends that the Governing Board approve and execute Resolution 2014-04 authorizing the sale of the 69-acre Levings parcel in Columbia County.**

BACKGROUND

On July 14, 2009, the District Governing Board declared the 69-acre Levings parcel in Columbia County as surplus property. This parcel was acquired as part of the 323-acre Levings purchase in 1988 for a price of \$1,552.73 per acre.

Realtor Ronnie Poole delivered a contract dated January 16, 2014, from William H. Jurnigan for the purchase of the property at \$1,884.05 per acre for an estimated total of \$129,999.45. An appraisal update for the parcel was completed by William Carlton on January 27, 2014. The current contract is greater than the updated appraised value of \$120,750. Mr. Jurnigan is asking for the District to waive its standard mineral reservation as outlined in Section 270.11, Florida Statutes.

This offer was reviewed by the Lands Committee at its meeting on February 26, 2014, and approved for consideration by the Governing Board.

With Governing Board approval, General Counsel will prepare deeds and close the conveyance of property with James G. Moses. A notice of intent to sell will be advertised in a local Suwannee County newspaper once each week for three consecutive weeks prior to the sale date.

Staff will provide the contract prior to the March 11, 2014, Governing Board meeting.

/ch

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2014-04

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

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

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

WHEREAS, the DISTRICT owns certain real property; and,

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

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

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

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

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

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

CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Carlton Appraisal Services and is dated January 27, 2014.

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

**PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 11<sup>TH</sup> DAY OF MARCH, 2014.**

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

---

**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:**

---

**LEVINGS SURPLUS PARCEL**  
**PUBLIC HEARING SUMMARY**

TRACT: Levings

COUNTY: Columbia

ACREAGE: 69 acres ±

TRACT DESCRIPTION: The Levings tract is composed of a mix of natural hardwoods and pine.

PARENT TRACT: The 323-acre parent tract was purchased in February 1988 and contains frontage on the Suwannee River and associated floodplain and wetlands. This proposal represents approximately 21% of the tract.

ACCESS: The property has frontage along State Road 6 and NW Hopewell Church Terrace.

CURRENT ZONING: Conservation

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

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

**RESOURCE REVIEW**

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 13% (9 acres)

100-year Floodplain: 0% (0 acres)

(b) Management Efficiency:

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

(c) Public Use:

There are no public use sites on this proposed parcel.

Archaeological, Historical: No Records

Ecological: No Records

Protected Plants: No Records

Protected Animals: Numerous Gopher Tortoise sightings

Exotic Plants: No Records

Natural Communities:           Mesic Flatwoods 41 acres  
  Bottomland Forest 3 acres  
  Basin Swamp 8 acres  
  Wet Flatwoods 13 acres  
  Sand Hill 4 acres

(d) Linkage:

This parcel is on the edge of the parent tract. Proposed new acquisitions along the Suwannee River would not be affected by this proposal.

(e) Adverse Impact to Future Management:

Staff recommends specifically notifying potential buyers that the property is adjacent to public lands managed with prescribed fire.

(f) Marketability:

The property is presumed to be marketable on the open real estate market.

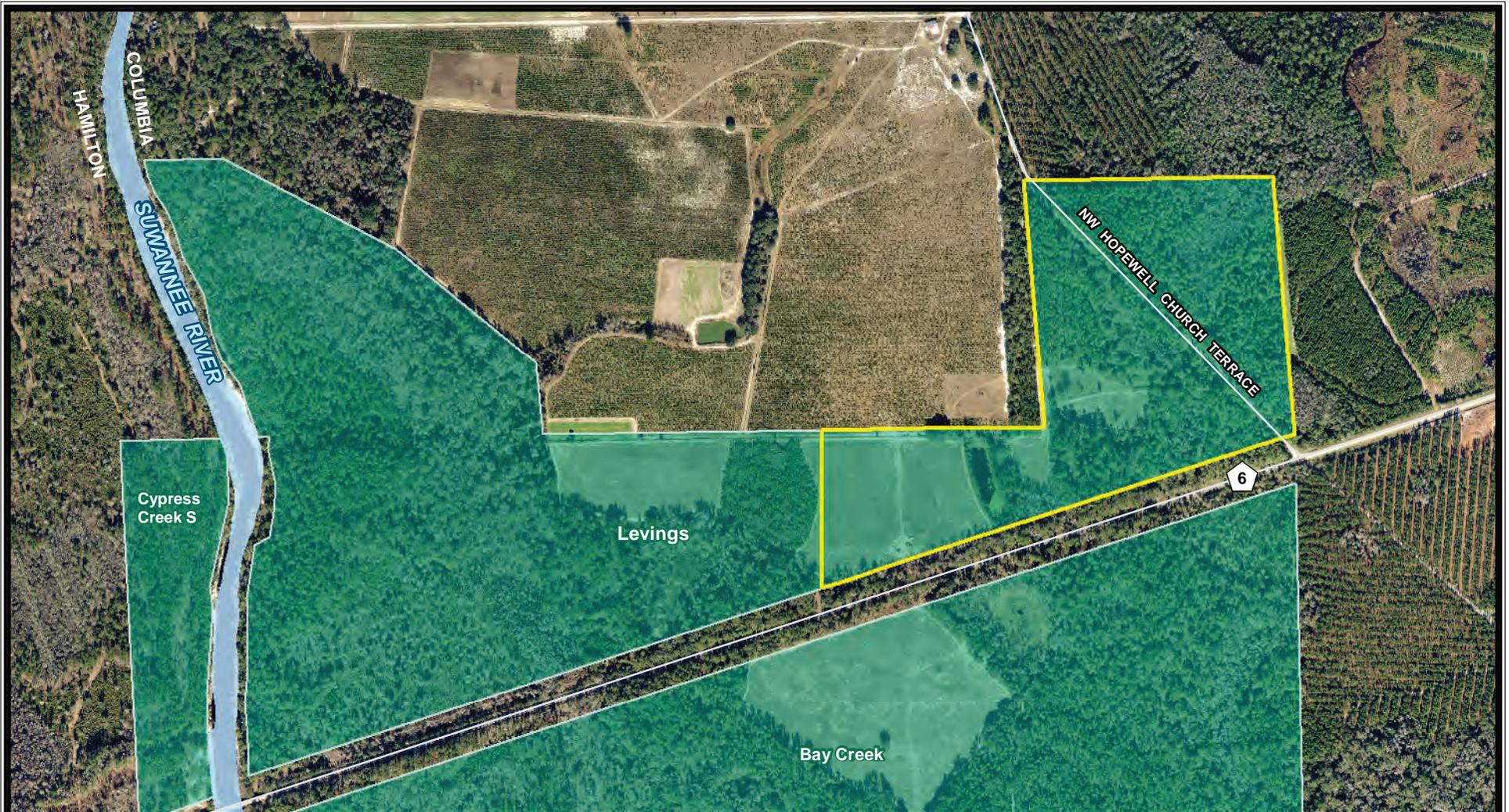
(g) Other Public Land Managers:

The District is the primary land manager.

(h) Original Funding:

This tract was purchased with Water Management Lands Trust Funds.

ANALYSIS: The 69 acres of the Levings parcel is within the parameters in Program Directive 2011-03 to be sold while without restrictions.



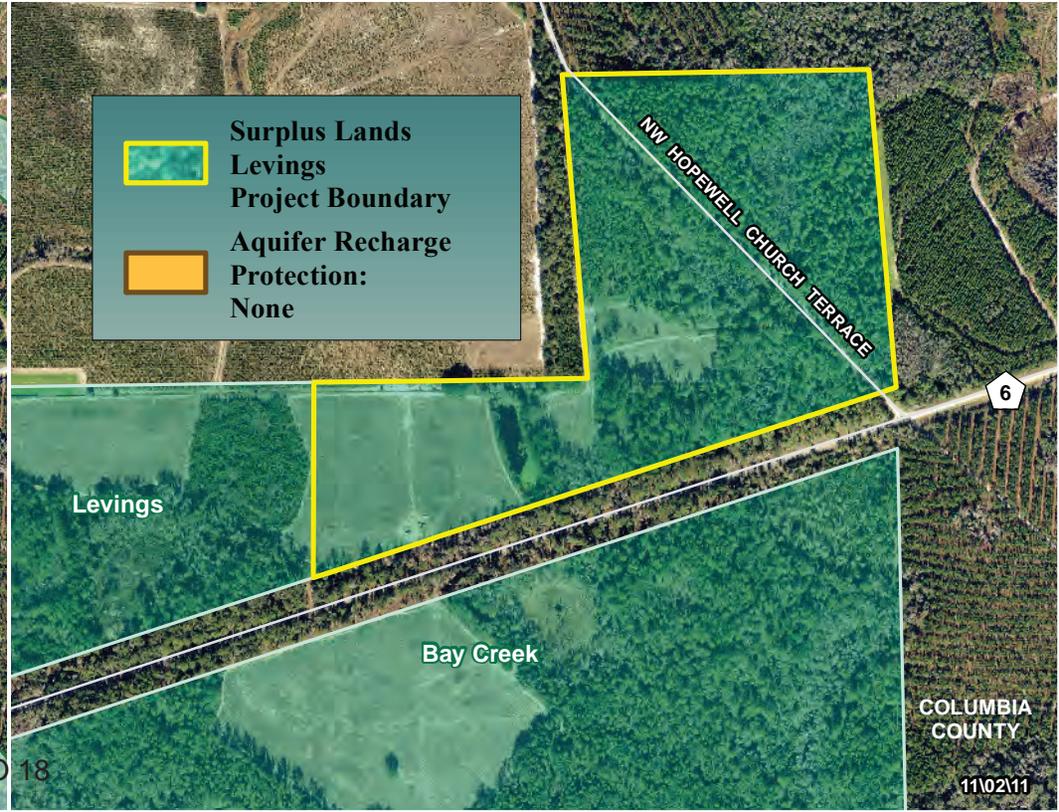
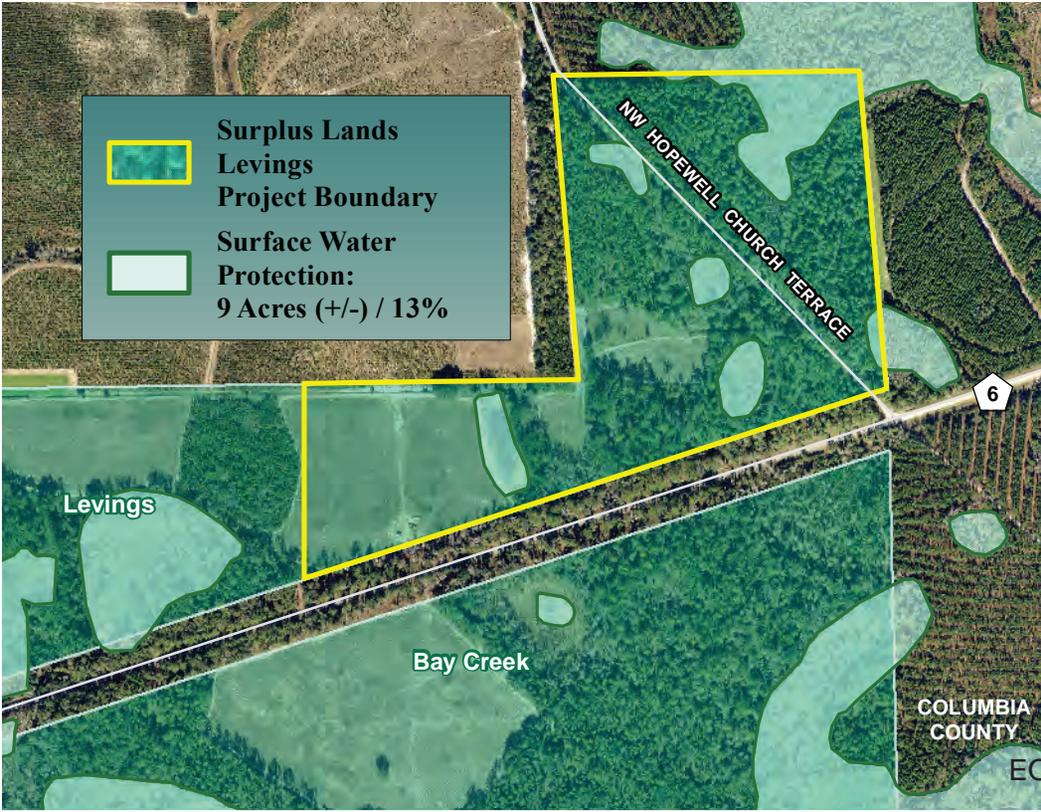
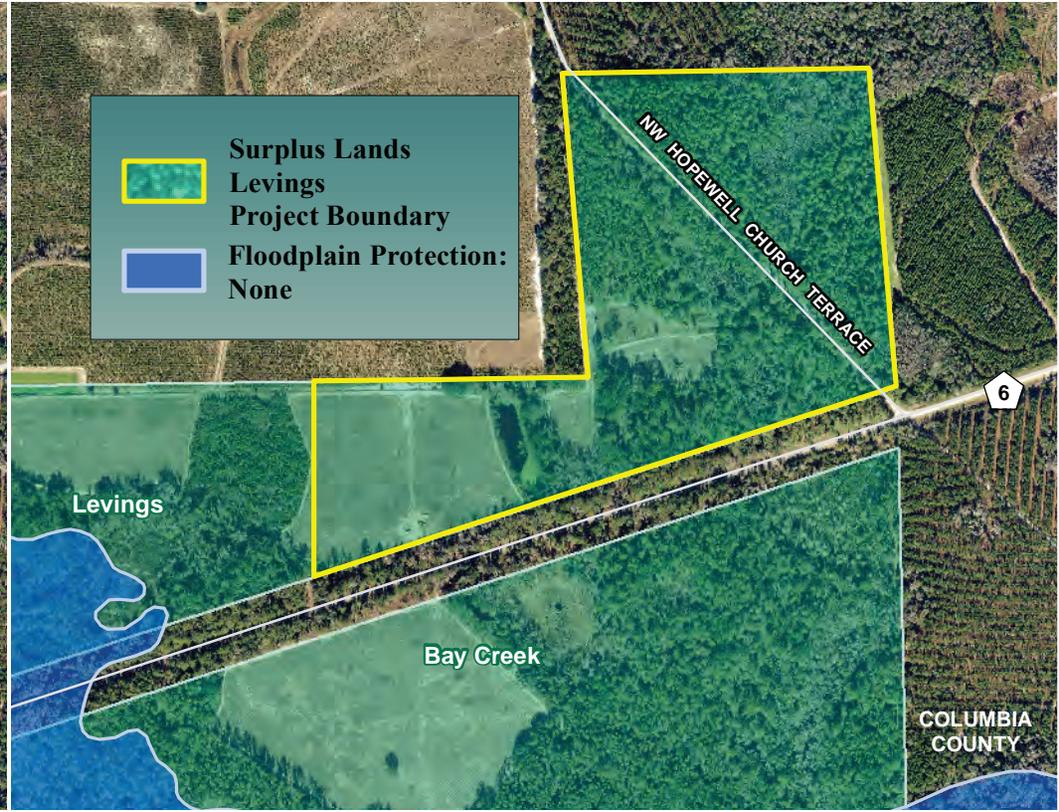
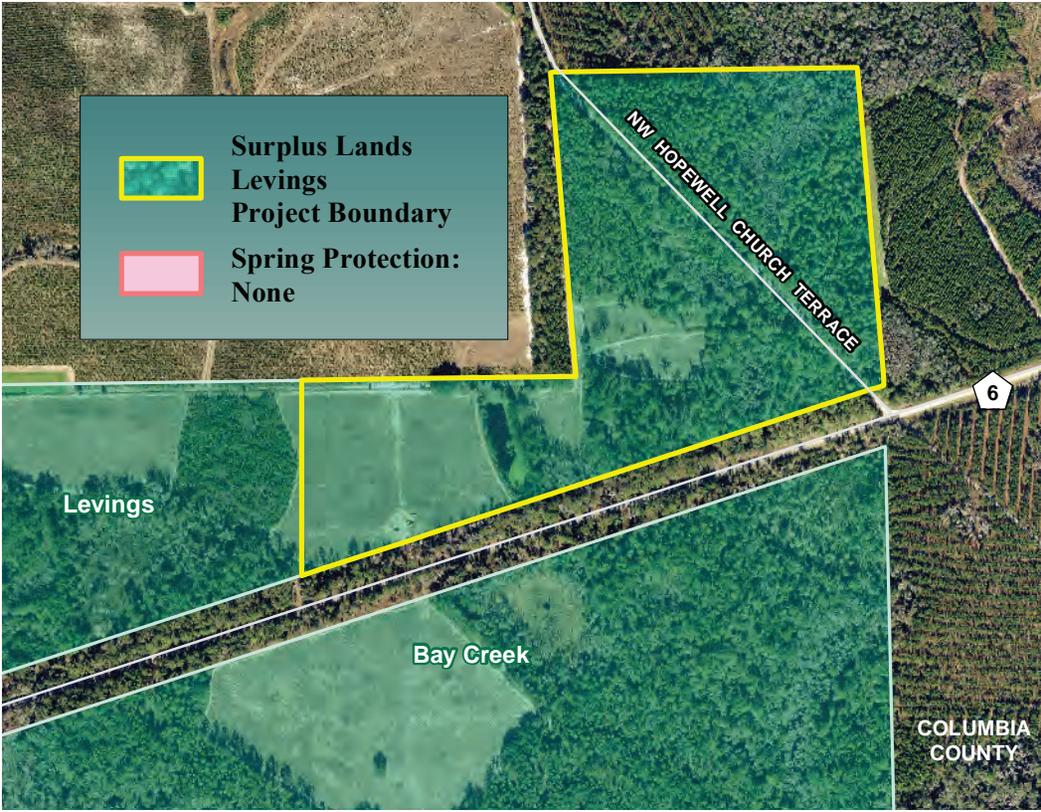
-  Surplus Lands
-  SRWMD Fee Lands



### Surplus Lands Levings Columbia County, FL



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 the data distributed as a public records request regardless of their use or applications. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 1-386-362-1001. Columbia 2010 NC 1FT Imagery



## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Consideration of Amendment to the Echo River Plantation Conservation Easement, Suwannee County

### RECOMMENDATION

**Staff recommends that the Governing Board approve and execute an amendment to the Echo River Plantation Conservation Easement in Suwannee County.**

### BACKGROUND

The District acquired a conservation easement over the 912-acre Echo River Plantation, formerly the Warner-Harrell Tract, in 1999. TSE Plantation, LLC, acquired the property in 2013. Thomas Edwards of Jacksonville is the Managing Member.

The conservation easement allows the maintenance of a camp area on the Suwannee River that consists of two cabins, a screened cook house, and a bathhouse, all of which are at grade and within 75 feet of the river bank. The easement also provides for the future identification and development of a single family homesite on a portion of the property that is outside the 100-year floodplain.

Mr. Edwards has proposed to remove the two cabins and the bathhouse from the camp area and replace them with a 2,160 sq. ft. (exclusive of porches) recreational residence. The new structure would meet current rules with a setback of at least 75 feet from the river and a floor elevation at least one foot above the 100-year floodplain elevation. Mr. Edwards has also agreed to give up the right to construct any other residence on the property.

This proposal was reviewed by the Lands Committee at its meeting on February 26, 2014, and approved for consideration by the Governing Board.

/ch

MICROFILMED

This instrument prepared by:  
Sandra P. Stockwell, Esquire  
Stowell, Anton & Kraemer  
211 E. Call Street  
Tallahassee, Florida 32301

### DEED OF CONSERVATION EASEMENT

**THIS GRANT DEED OF CONSERVATION EASEMENT** is made this 5th day of October, 1999, by Curtis Walter Robert Harrell, Matthew Walter Harrell, Sara Beth Harrell and Curtis Robert Harrell, whose address is 14744 40th Street, Live Oak, Florida 32060 ("Grantors"), in favor of the Suwannee River Water Management District, a water management district created and existing under the provisions of chapter 373, Florida Statutes, having an address at 9225 CR 49, Live Oak, Florida 32060 ("Grantee").

### WITNESSETH

**WHEREAS**, grantors are the sole owners in fee simple of certain real property in Suwannee County, Florida, more particularly described in Exhibit A attached hereto and incorporated by reference (the "Property"); and

**WHEREAS**, the Property exists in a natural, scenic, wooded condition consisting primarily of flood plain adjacent to the Suwannee River and the parties desire to retain the Property in its natural, scenic, wooded condition, retaining the Property as suitable habitat for plants and wildlife and retaining the physical appearance of the Property; maintaining the Property in its existing state and for its existing uses; and providing area for water recharge and habitat for a variety of birds, plants, and animals (collectively, "conservation values"), all of great importance to Grantors, the people of Suwannee County and the people of the State of Florida; and

**WHEREAS**, the specific conservation values of the Property are documented in the "Baseline Inventory Report for the Warner-Harrell Conservation Easement Tract in Suwannee County, Florida, dated August, 1999, ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation is maintained in the offices of the Suwannee River Management District and is incorporated by this reference. A copy of the Baseline Documentation is available from the District on request. Exhibit "B" is a copy of a map of the Property as contained within the Baseline Documentation.

**WHEREAS**, Grantors intend that the conservation values of the Property be preserved and maintained by the continuation of existing land use patterns, including, without limitation, those relating to timber production existing at the time of this grant, that do not significantly impair or interfere with those values; and

M. RANDY HENDERSON CLERK  
SUWANNEE ST. FL.

FILED AND RECORDED  
DATE 10/19/1999 TM 10:38

561111

DOC STAMPS 4,790.10  
INTANG TAX .00

**WHEREAS**, Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

**WHEREAS**, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

**WHEREAS**, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Florida, and in particular §704.06, Florida Statutes, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

**1. Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, including, without limitation, those involving timber production and passive recreation as are consistent with the purpose of this Easement.

**2. Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) The right to preserve and protect the conservation values of the Property;
- (b) All future residential, commercial, industrial and incidental development rights of Grantors in the Property except as may be specifically provided in this Easement; provided, however, that Grantee may conduct only those activities specifically authorized to Grantee in this Easement.
- (c) The right in Grantee to assign its interest in this Easement to any other governmental entity or non-profit agency whose purposes include the conservation of land or water areas, or the preservation of sites or properties; provided, however, that any grant by Grantee of a partial interest this Easement shall require the prior written consent of Grantors.
- (d) The right to enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
- (e) The right to prevent any activity on or use of the Property that is inconsistent with the purpose or provisions of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantors' cost.

FL#9910069245 B 769 E -14  
REC NO. 01929247539

- (f) The right of Grantee in its sole discretion to cut and remove timber damaged by natural disaster, fire, infestation or the like on the portion of the Property not within the boundaries of the Reserved Property. The "Reserved Property" is that part of the Property depicted as such in the Management Plan, a copy of which is attached as Exhibit "C" and incorporated by this reference. Any such cutting and removal shall be at the expense of Grantee and all proceeds from the sale of any such timber shall inure to the benefit of Grantee.
- (g) The right of ingress and egress to the Property.
- (h) The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantors.
- (i) The right of first refusal to purchase the Property in fee if the Grantors propose to sell the Property to a third party other than a lineal descendent, and the right to purchase the Property from the estate or trust of Grantors or any one or more of them, or from a third party if a third party other than a lineal descendent receives the Property as a gift or devise. If the Property is purchased or received as a gift or devise by a lineal descendent or descendants of Grantors or any one or more of them, then such person shall be deemed to be a Grantor for purposes of continuing the effect of this paragraph against members of subsequent generations.
- (j) The right to be indemnified by Grantors for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantors' use and ownership of or activities on the Property.
- (k) The right to be indemnified by Grantors for any liability for injury or property damage to persons on the Property arising out of any condition of the Property known to the Grantors to the best of their knowledge.
- (l) The right to have the Property maintained in its natural state as reflected on the Baseline Documentation, as the Property may develop through the forces of nature hereafter, subject only to the exercise of the Reserved Rights, described in paragraph 4 of this Easement, and the Rights of Grantors as identified in this Easement.

**3. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) The construction or other placement of buildings, signs, billboards, or other advertising, utilities or other structure or facilities on or above the ground. Signs identifying the Grantors or the Grantee or regulatory signs such as "no trespassing", "no hunting", may be allowed if agreed to in writing by Grantors and Grantee.
- (b) Dumping or other placement of soil or other substances or materials as landfill, or the dumping or placement of trash, waste, unsightly, hazardous or offensive material on the Property.

- (c) The subdivision of the Property in any way.
- (d) The excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Property.
- (e) Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- (f) Acts or uses detrimental to the retention of land or water areas, natural or manmade in their natural, scenic, wooded condition, or to the use of the Property as a water recharge area, habitat, or for passive recreation.
- (g) Acts or uses detrimental to the preservation of structural integrity or physical appearance of the Property having historical, archeological or cultural significance.
- (h) The operation of dune buggies, motorcycles, all terrain vehicles or other loud, destructive or offensive recreational vehicles except as may be necessary by Grantors for maintenance or normal operations of the Property or during emergency situations.
- (i) The removal or destruction of trees, shrubs or other vegetation except as otherwise specifically provided in this Easement.
- (j) The construction of new roads and trails on the Property without Grantee's approval.
- (k) The conduct of controlled burns to any part of the Property other than that portion of the Property referred to as the Reserved Property.
- (l) The sale, lease, assignment or transfer of the Property except as a whole.

**4. Reserved Rights.** Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- (a) The right to observe, maintain, photograph, fish, hunt, with or without dogs, introduce and stock native fish or wildlife on the Property, to use the Property for hiking camping, and horseback riding, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees and so long as such activities are in compliance with the federal, state and local laws concerning such activities, and so long as such activities do not violate any of the prohibitions applicable to the Property as stated in paragraph 3, above.
- (b) The right to plant, cultivate, nurture, preserve, maintain, protect, pasture, farm, harvest and remove agricultural crops on only that portion of the Property depicted in the Management Plan

FL# 9910069245 P. 769 P. 121  
 REC NO. 01929247538

and referred to as the "Reserved Property".

- (c) The right to manage, maintain, harvest and replant all timber, including but not limited to, planted pines, natural growth pines and other timber on only that portion of the Property referred to as the Reserved Property pursuant to the provisions of the Management Plans.
- (d) The right to operate, nurture, grow, feed pasture, maintain and remove domestic livestock on only that portion of the Property referred to as the Reserved Property pursuant to the terms of the Management Plans.
- (e) The right to use and maintain existing trails and roads and to construct new trails and roads, subject to the approval of Grantee, such trails and roads to be limited to the purposes of hunting, hiking, horseback riding, emergency use and any other activity or use reserved to Grantors in this Easement, subject to the purposes of this Easement and the Prohibited Uses contained in this Easement.
- (f) The right to replace, repair and maintain and expand roads, culverts, fences, docks, riverbank steps and drainage structures that exist on the Property; provided, however, that the character of the improvements shall not be substantially changed and provided that necessary and appropriate permits are obtained.
- (g) The right to conduct controlled burning on the Reserved Property; provided, however, that Grantors shall use a duly certified burner to conduct the burn.
- (h) The right to exclusive use of the improvements depicted on the survey of the Property, and included within the boundaries of the Reserved Property (hereinafter the "Improved Property"); and the right to replace or restore such structures or improvements with structures similar in design and purpose with a combined square footage not to exceed the square footage of the current improvements on the Improved Property; and provided no such replaced or restored structures shall be used for any more intense use than the use made of the current structures at the date of this Easement, such use being occasional recreational use. Any such restoration or replacement shall conform to all applicable rules and regulations of governmental entities with jurisdiction.
- (i) The right to designate an area of the Property lying outside the 100-year floodplain, not to exceed five contiguous acres in size, for a future single-family homesite and such structures as are commonly appurtenant in the surrounding area to a five-acre, single-family homesite at the time the improvements are made. If Grantors exercise this right, Grantee shall be notified in writing and provided with a survey of the homesite parcel. The homesite parcel shall remain a part of the Property and be subject to the terms and conditions of the conservation easement except that use of the homesite parcel as a single family residence shall be deemed a Reserved Right.

FL#9910069245 B 769 P 322  
REC NO. 01929247538

- (j) The right to have the Property managed to preserve the natural character of the forested floodplain, allowing sustainable forestry practices on that portion of the Property referred to as the Reserved Property, which shall be conducted by Grantors according to the Division of Forestry's Silvicultural "Best Management Practices" as amended from time to time, and which shall conform to Grantee's surfacewater management rules, as amended from time to time.
- (k) The right to sell, lease, transfer or assign the Property; provided, however, that the Property may not be transferred in parts but must be transferred, if at all, as a whole.
- (l) The right to mortgage the Property; provided, however, that the Mortgagor takes the Property subject to the provisions of this Easement.
- (m) The right to contest tax appraisals, assessments, taxes and other charges on the Property.

**5. Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantors to notify Grantee or to obtain Grantee's approval prior to undertaking certain permitted activities, as provided in paragraphs 3 and 4, above, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice or approval is required Grantors shall notify Grantee in writing not less than sixty (60) days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

**5.1 Grantee's Approval.** Where Grantee's approval is required, as set forth in paragraphs 3 and 4, above, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantors' written request therefor, or within three (3) business days after the next meeting of the Governing Board of Grantee, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

**6. Grantee's Remedies.** If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantors fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fail to begin curing such violation within the 30-day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole

FL# 9910069245 B 769 P 32  
 REC NO. 01229247538

discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**6.1 Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

**6.2 Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

**6.3 Waiver of Certain Defenses.** Grantors hereby waive any defense of estoppel, or prescription.

**6.4 Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

**7. Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

**8. Costs and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors.

**8.1 Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantors, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantors at the maximum rate allowed by law.

**8.2 Hold Harmless.** Grantors shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraphs 8 and 8.1; and (3) the existence or administration of this Easement.

**9. Extinguishment.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 9.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this Easement.

**9.1 Proceeds.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended.

For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

**9.2 Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent

FL# 9910069245 B 769 P 335  
REC. NO. 01929247538

domain, Grantee shall be entitled to compensation in accordance with applicable law.

**10. Assignment.** This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable) and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under §704.06, Florida Statutes, (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out.

**11. Subsequent Transfers.** Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

**12. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:                      Bob Harrell  
   14744 40<sup>th</sup> Street  
   Live Oak, Florida 32060

To Grantee:                              Suwannee River Water Management District  
   Director of Department of Land  
   Acquisition and Management  
   9225 County Road 49  
   Live Oak, Florida 32060  
   Phone: 904-362-1001  
   Fax: 904-362-1056

or to such other address as either party from time to time shall designate by written notice to the other.

**13. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Suwannee County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

**14. Non-Homestead Certification.** Grantors hereby certify that the Property is not the homestead of any of the Grantors nor the primary physical residence of any of the Grantors.

FL#9910069245 B 769 P 326  
REC NO. 01929247538

## 15. General Provisions.

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida.
- (b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (c) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- (e) **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.
- (f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- (g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- (h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- (i) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantors and Grantee have set their hands on the day and year first

above written.

[Signature]  
Curtis Walter Robert Harrell, Grantor

STATE OF Florida  
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Curtis Walter Robert Harrell**, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.

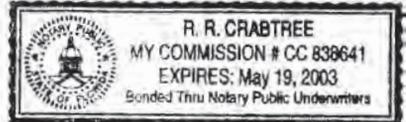
[Signature]  
Signed

R. R. Crabtree

Printed

NOTARY PUBLIC

My Commission Expires:



FL#9910069245 B 769 P 328  
REC NO. 01929247538

[Signature]  
Matthew Walter Harrell, Grantor

STATE OF Florida  
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Matthew Walter Harrell**, who is personally known to me or who has produced a state driver license as identification, and who

did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.

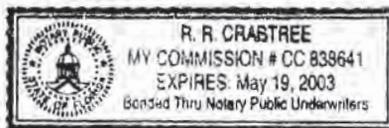
Signed

R. R. Crabtree

Printed

NOTARY PUBLIC

My Commission Expires:



*Sara Beth Harrell*  
Sara Beth Harrell, Grantee\* *[Signature]*

\*Sara Beth Harrell, by Curtis Walter Robert Harrell as attorney in fact

STATE OF Florida

COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Sara Beth Harrell** who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.

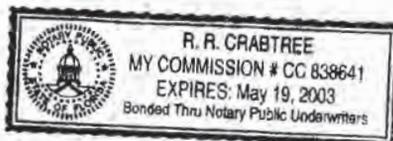
Signed

R. R. Crabtree

Printed

NOTARY PUBLIC

My Commission Expires:



FL# 9910069245 B 769 P : 29  
REC NO. 01929247538

Curtis Robert Harrell  
Curtis Robert Harrell, Grantor

STATE OF Florida

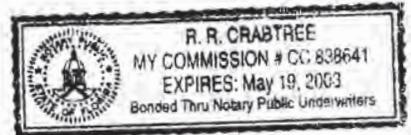
COUNTY OF Duval

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared **Curtis Robert Harrell**, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 1999.

Signed  
R. R. Crabtree

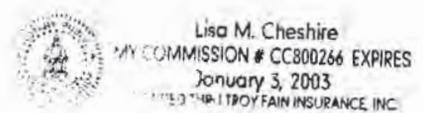
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My Commission Expires:



FL#9910069245 B 769 P 330  
REC NO. 01929247538

SUWANNEE RIVER WATER MANAGEMENT DISTRICT, GRANTEE

By: [Signature]  
Its: Executive Director



STATE OF Florida  
COUNTY OF Suwannee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared Serry A Scarborough, who is personally known to me or who has produced a state driver license as identification, and who did take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 5<sup>th</sup> day of October, 1999.

Lisa M. Cheshire

Signed

Lisa M. Cheshire

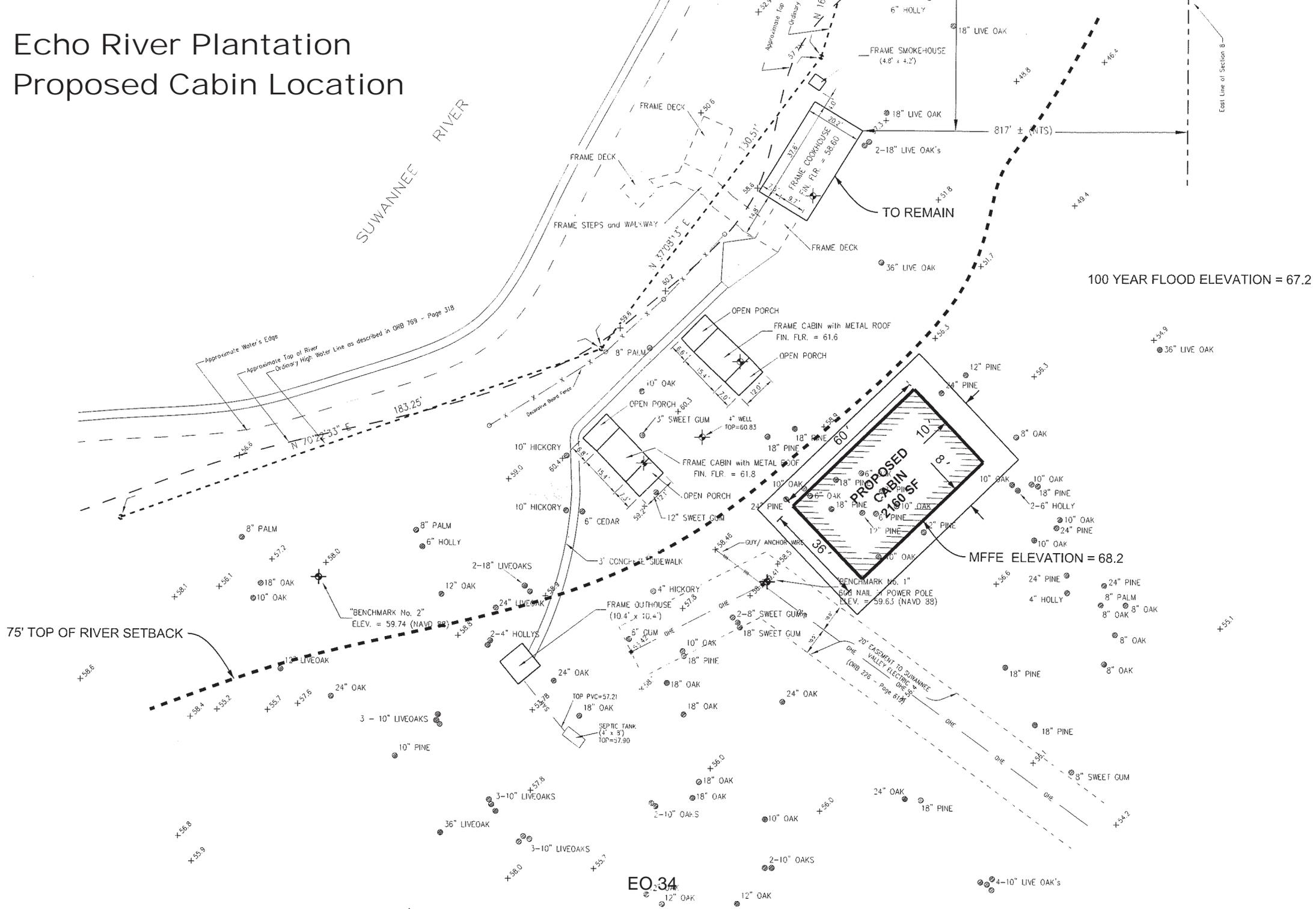
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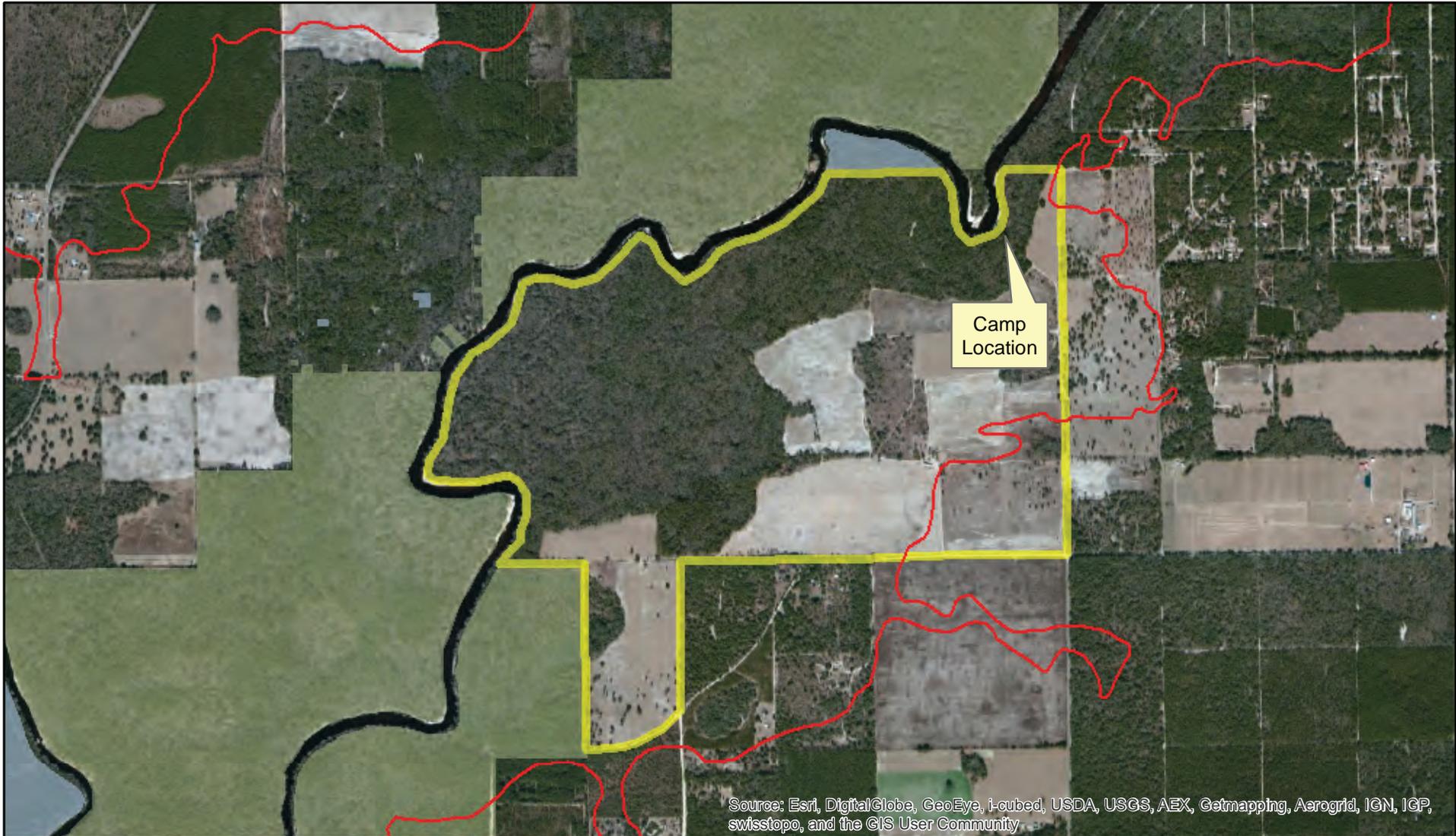
NOTARY PUBLIC

My Commission Expires: September 3, 2003

PL# 9910069245 B 769 P 311  
REC NO. 01929247538

# Echo River Plantation Proposed Cabin Location



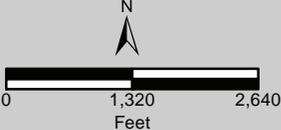


Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

-  Echo River Plantation
-  SRWMD Ownership
-  Suwannee River State Park
-  100-year Floodplain

## Echo River Plantation Conservation Easement

Suwannee County, Florida



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 2/19/2014.

MEMORANDUM

TO: Governing Board

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

DATE: February 28, 2014

RE: Authorization to Conduct a Detailed Assessment and Commence Negotiations with Rock Bluff Spring Co., LLC, on a Fee Simple Purchase in Gilchrist County

RECOMMENDATION

**Staff recommends the Governing Board authorize staff to conduct a detailed assessment and commence negotiations with Rock Bluff Spring Co., LLC, on the fee simple purchase of 173 acres in Gilchrist County.**

BACKGROUND

Staff has been contacted by Mr. Doug Anderson regarding the availability of the 173-acre property surrounding Rock Bluff Spring. Rock Bluff is a second magnitude spring with a large pool and a 750 foot run to the Suwannee River. The property surrounding it is in natural forest and exhibits numerous karst features. Maps and a summary of the salient facts are attached.

The Lands Committee reviewed the parcel at its meeting on February 26, 2014. The Committee voted to forward this recommendation to the Governing Board.

/ch

## PARCEL ASSESSMENT SUMMARY

**TRACT:** Rock Bluff Spring

**SELLER:** Rock Bluff Spring Co., LLC  
Joey H. Anderson, Manager

**COUNTY:** Gilchrist

**RIVER FRONTAGE:** 0.51 miles

**ACREAGE:** 173 acres +/-

**WATER RESOURCE PROTECTION:**

Floodplain (Zone AE): 83% (143 acres)

Surfacewater: 28% (48 acres)

Aquifer Recharge: < 1% (1 acre)

Springs Protection: 100% (173 acres)

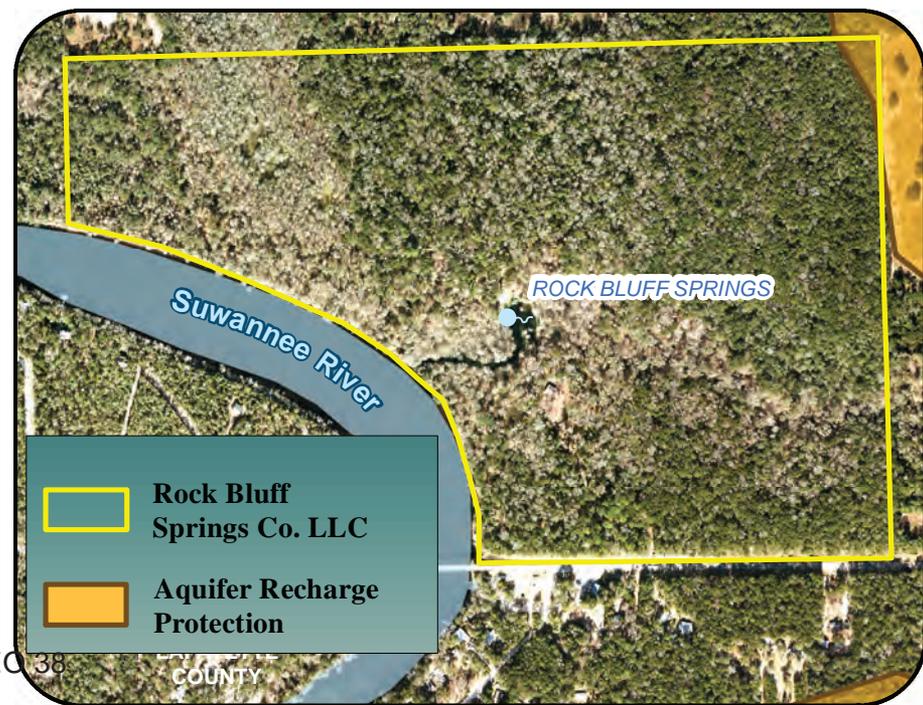
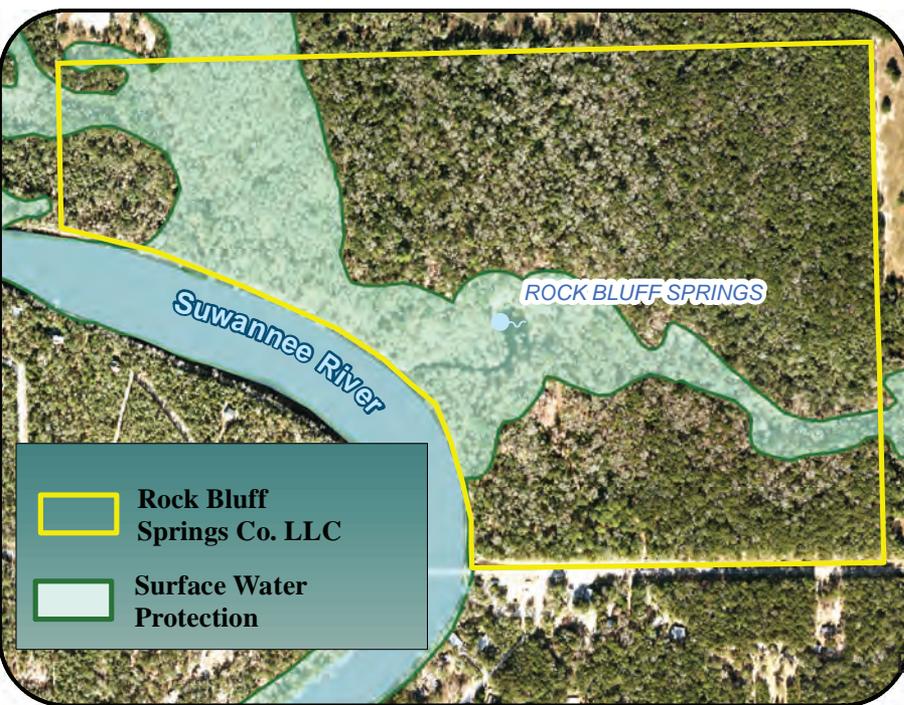
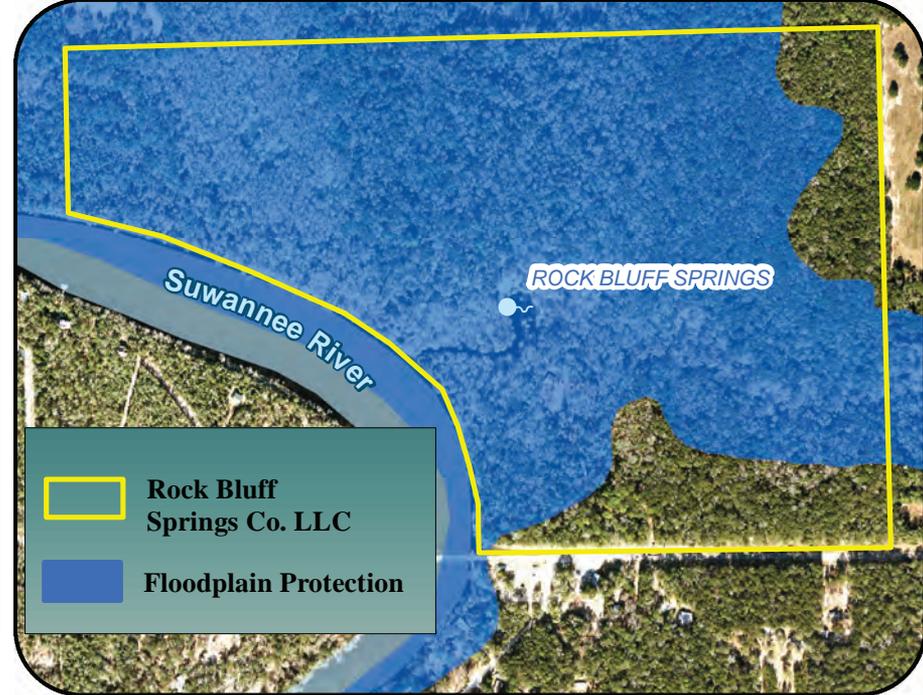
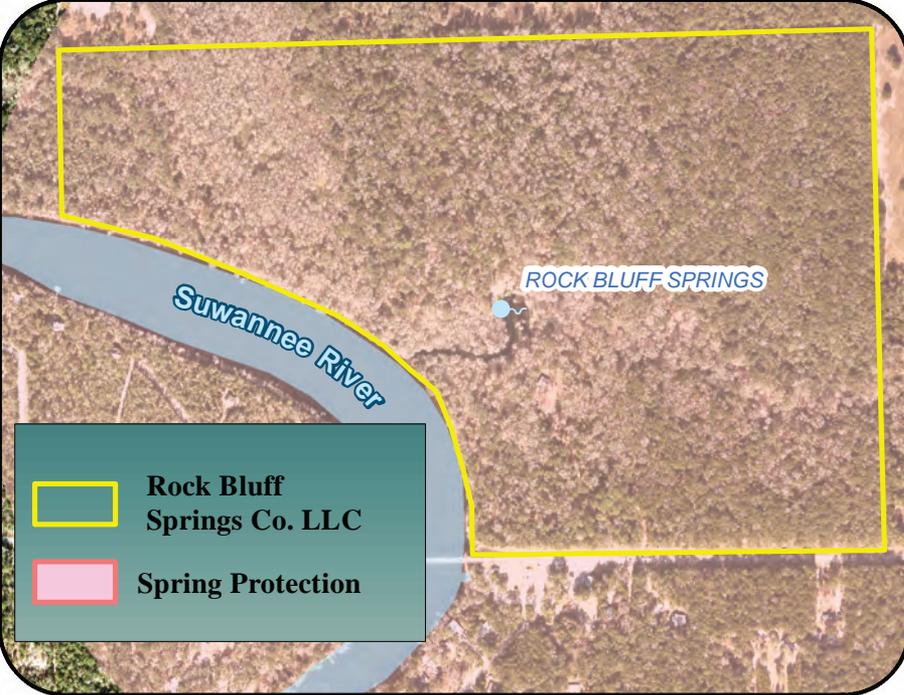
**TRACT DESCRIPTION:** The tract surrounds the 2<sup>nd</sup> magnitude Rock Bluff Spring which has a large pool and a 750 foot run. The property is entirely forested with 48% in mixed pine and hardwood uplands and 52% in wetlands. The terrain exhibits numerous karst features. There is a two-bedroom, concrete block house built in 1971.

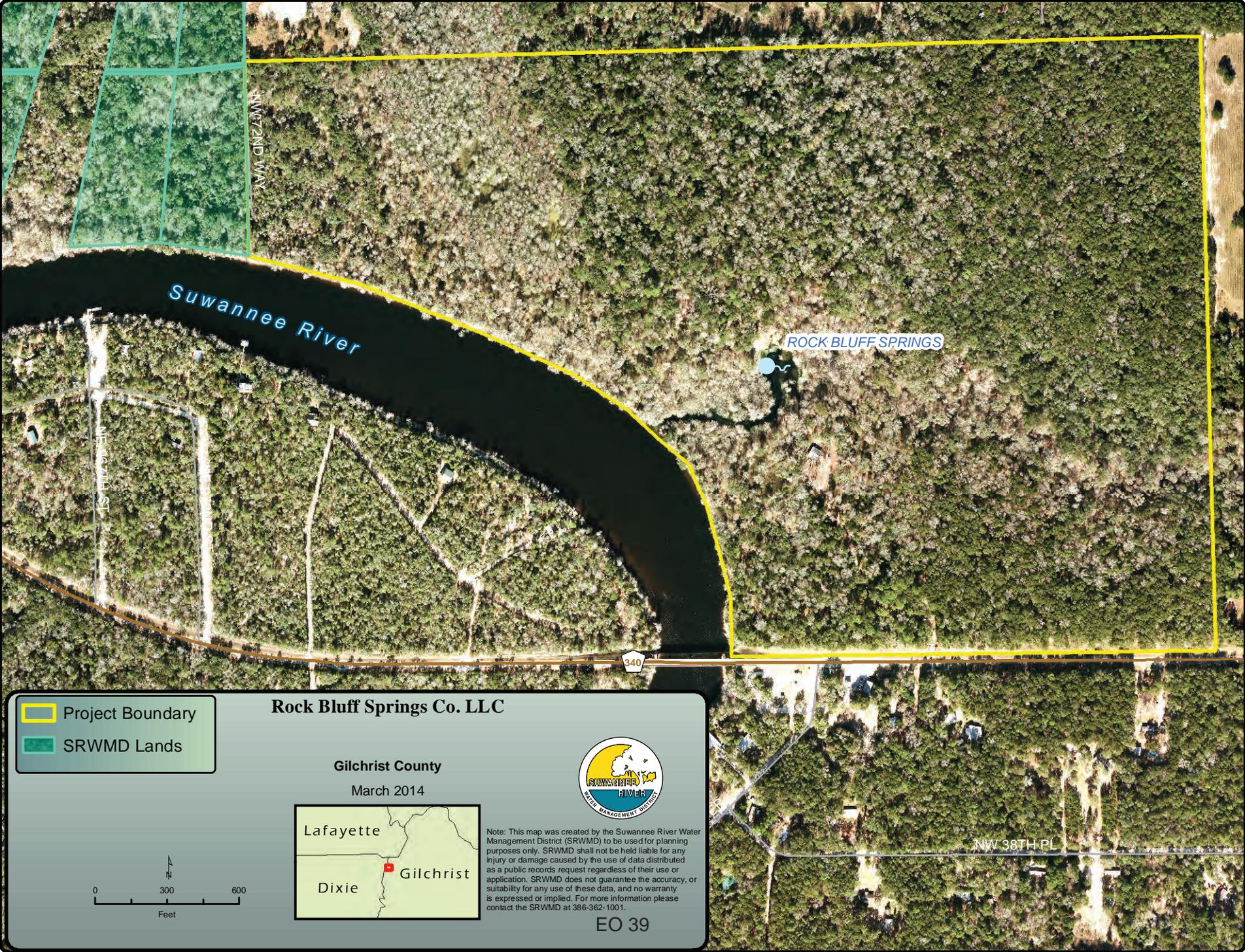
**ACCESS:** The property fronts on County Road 340.

**OUTSTANDING INTERESTS:** None reported at this time.

**MANAGEMENT ALTERNATIVES:** The primary management objective would be to maintain the existing natural communities. The spring run is heavily used during the summer and accommodates motor boat traffic when river levels permit access. Management of this recreational use will be required.

**CURRENT ASKING PRICE:** To be determined.





Suwannee River

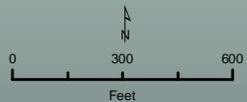
ROCK BLUFF SPRINGS

340

-  Project Boundary
-  SRWMD Lands

### Rock Bluff Springs Co. LLC

Gilchrist County  
March 2014



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.

EO 39

NW 38TH PL

## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Agreement for Transmittal of Electric Consumption Data with Tri-County Electric Cooperative, Inc.

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Chair to execute the Agreement for Transmittal of Electric Consumption Data with Tri-County Electric Cooperative, Inc.**

### BACKGROUND

The Agreement establishes a framework for the Electric Cooperative to electronically transmit electric consumption data to the District as account holders request that the Electric Cooperative share such data with the District. Use of electrical consumption data to estimate water use is the least cost alternative for water users and the District. Water use estimates will be used for planning and calibration of models. Water use estimates are not appropriate for and will not be used for enforcement of water use permit conditions.

The Agreement is structured to be cost-neutral for the Electric Cooperative. The District is agreeing to reimburse the Electric Cooperative to establish a database (cost to be approved by District in writing), to verify and add account holders to the database (no more than \$25 per addition), and to transmit data for each account holder on a monthly basis (limited to a reasonable fee for actual staff time and expenses).

A copy of the agreement is attached. Tri-County Electric Cooperative has requested the District execute the agreement first.

JMD/rl  
Attachment

## **AGREEMENT FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA**

This Agreement for the Transmittal of Electric Consumption Data (the "Agreement") is made and entered into as of the last date executed by the parties by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, FL 32060, (hereinafter the "DISTRICT") and TRI-COUNTY ELECTRIC COOPERATIVE, INC. whose address is 2862 West US 90, Madison, FL 32340 (hereinafter the "ELECTRICAL SERVICE PROVIDER").

### **RECITALS**

**WHEREAS**, the DISTRICT is a government agency charged with regulating and permitting the consumptive use of water within its region; and,

**WHEREAS**, the DISTRICT is presently requiring its permittees to collect, record and transmit to the DISTRICT data concerning the amount of water used by such permittees; and,

**WHEREAS**, the collecting, recording and transmitting of such data can be expensive and time consuming for the permittees; and,

**WHEREAS**, in some instances, the permittees can avoid the expense and time to collect, record and transmit such data by providing the DISTRICT with the electric consumption data for the meters on the permittees' water pumps, from which the DISTRICT can estimate the amount of water used; and,

**WHEREAS**, the ELECTRICAL SERVICE PROVIDER is an electric utility or rural electric cooperative who is in the business of selling electricity to its customers or members; and,

**WHEREAS**, some of the DISTRICT's permittees are also customers or members of the ELECTRICAL SERVICE PROVIDER; and,

**WHEREAS**, as part of the ELECTRICAL SERVICE PROVIDER's normal operations, the ELECTRICAL SERVICE PROVIDER collects electric consumption data for each of the meters assigned to each of its accounts; and,

**WHEREAS**, in an effort to assist the ELECTRICAL SERVICE PROVIDER's customers or members and the DISTRICT's permittees, and upon their direction, the ELECTRICAL SERVICE PROVIDER and the DISTRICT wish to cooperate and enter into an agreement for the transmission of such data in a cost effective and efficient manner ; and,

**WHEREAS**, the parties have reached an agreement between them concerning the matters set out herein and wish to commit such agreement to writing and thereby make an enforceable contract between them.

**NOW THEREFORE**, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS.** As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.

*ACCOUNT(S)* shall mean an account or accounts with the ELECTRICAL SERVICE PROVIDER through which an ACCOUNT HOLDER(S) purchases electrical power from the ELECTRICAL SERVICE PROVIDER.

*ACCOUNT HOLDER(S)* shall mean the customer, customers, member or members of the ELECTRICAL SERVICE PROVIDER who have ACCOUNT(S) with the ELECTRICAL SERVICE PROVIDER to purchase electrical power.

*AGREEMENT* shall mean this "Agreement for the Transmittal of Electric Consumption Data."

*AUTHORIZATION* shall mean an authorization from ACCOUNT HOLDER(S) to the ELECTRICAL SERVICE PROVIDER to transmit DATA concerning certain of its ACCOUNT(S) to the DISTRICT. To be valid, an AUTHORIZATION shall be in substantially the form attached hereto as Exhibit "A".

*DATA* shall mean electrical consumption data for the ACCOUNT(S) and meters as designated by the ACCOUNT HOLDER(S) in the AUTHORIZATION. DATA shall include the location number, meter number, date and time period power use started, date and time period power use ended, the amount of power usage for period of time. The DATA shall be limited to the power usage provided in the ACCOUNT HOLDER's monthly electric bills.

*DATABASE* shall mean the group of ACCOUNT(S) for all ACCOUNT HOLDER(S) for which the ELECTRICAL SERVICE PROVIDER provides DATA to the DISTRICT.

*DISTRICT* shall mean the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, FL 32060.

*ELECTRICAL SERVICE PROVIDER* shall mean the electrical utility or rural electric cooperative listed above which provides electrical power to the ACCOUNT HOLDER(S) through the ACCOUNT(S).

3. **INITIAL SET UP FOR TRANSMISSION OF DATA.** Within 30 days after the execution of this AGREEMENT, the ELECTRICAL SERVICE PROVIDER and DISTRICT shall work together to arrange for whatever computer programming and/or the purchase of software which is necessary so that the DATABASE may be created and the DATA, for the ACCOUNT(S) in the DATABASE may be electronically transmitted from the ELECTRICAL SERVICE PROVIDER to the DISTRICT as provided herein.
4. **ADDING OF ACCOUNTS TO THE DATABASE.** To add ACCOUNT(S) to the DATABASE, the DISTRICT shall deliver to the ELECTRICAL SERVICE PROVIDER an executed AUTHORIZATION. Upon receipt of such AUTHORIZATION, the ELECTRICAL SERVICE PROVIDER shall add the ACCOUNT(S) set out therein to the DATABASE.
5. **VERIFICATION OF AN AUTHORIZATION.** Upon receipt of an AUTHORIZATION, the ELECTRICAL SERVICE PROVIDER shall verify that such AUTHORIZATION was executed by the ACCOUNT HOLDER(S) for the ACCOUNT(S) listed therein, by whatever means it deems appropriate including but not limited to contacting the ACCOUNT HOLDER(S). The parties agree that a reasonable amount of time to complete such verification shall not exceed 30 days. Once the ELECTRICAL SERVICE PROVIDER has verified that such AUTHORIZATION is genuine, the ELECTRICAL SERVICE PROVIDER shall add the ACCOUNT(S) set out in the AUTHORIZATION to the DATABASE.
6. **TRANSMISSION OF DATA FOR THE ACCOUNT(S) IN THE DATABASE.** Every month, no later than 10 days after the last billing date of the month, the ELECTRICAL SERVICE PROVIDER shall transmit to the DISTRICT, the DATA used to create such monthly bills for every ACCOUNT in the DATABASE. The DATA shall be transmitted to the DISTRICT in an electronic format as agreed by the DISTRICT and the ELECTRICAL SERVICE PROVIDER.
7. **COSTS TO BE PAID BY THE DISTRICT.** As reimbursement of costs, the DISTRICT shall pay to the ELECTRICAL SERVICE PROVIDER the following:
  - 7.1 All of the costs of the initial set up and ongoing software maintenance updates of the DATABASE and method of transmission of the DATA, provided that such costs are approved by the DISTRICT in writing and in advance.
  - 7.2 A one-time fee of \$10.00 or actual cost, whichever is greater, per AUTHORIZATION, to cover the costs of employee time in adding the ACCOUNT(S) set out in the AUTHORIZATION to the DATABASE. This one-time fee shall be \$25.00 per AUTHORIZATION received from an ACCOUNT HOLDER.
  - 7.3 A reasonable fee not to exceed the ELECTRICAL SERVICE PROVIDER's actual staff time and expenses, as agreed upon by the ELECTRICAL SERVICE

PROVIDER and the District, will be paid to the ELECTRICAL SERVICE PROVIDER each month for the transmission of the DATA to the DISTRICT.

8. **WAIVER OF CLAIMS AGAINST THE ELECTRICAL SERVICE PROVIDER.** The DISTRICT understands that the DATA is being collected by the ELECTRICAL SERVICE PROVIDER for the ELECTRICAL SERVICE PROVIDER's own purposes and not pursuant to any contract or agreement with the DISTRICT and that the ELECTRICAL SERVICE PROVIDER is providing the DATA to the DISTRICT at no charge, other than the reimbursement of costs. Therefore the ELECTRICAL SERVICE PROVIDER does not warrant the accuracy of the DATA and the DISTRICT forever waives any and all claim against the ELECTRICAL SERVICE PROVIDER based upon the ELECTRICAL SERVICE PROVIDER's negligence or alleged negligence in collecting, compiling, recording, providing or failing to provide the DATA.
9. **TERM.** The term of this AGREEMENT is for a period of time from the EFFECTIVE DATE of this AGREEMENT through the next successive September 30. Unless terminated earlier as provided herein, thirty (30) days prior to the last day of its term, this AGREEMENT shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, from October 1 until September 30. This AGREEMENT shall be likewise renewed each and every year thereafter, unless and until terminated as set out herein.
10. **TERMINATION OF THIS AGREEMENT.** Either party may, in its sole discretion, for any or no reason, terminate this AGREEMENT upon thirty (30) days written notice to the other party. Notwithstanding anything else herein to the contrary, during the first yearly term of this AGREEMENT only, the ELECTRICAL SERVICE PROVIDER may, in its sole discretion, for any or no reason, terminate this AGREEMENT upon ten (10) days written notice to the DISTRICT and upon such termination, the ELECTRICAL SERVICE PROVIDER shall be immediately reimbursed for all of its actual costs, incurred in the 90 days immediately preceding such termination, of (1) verifying all AUTHORIZATIONS and employee time in adding the ACCOUNT(S) set out in AUTHORIZATIONS to the DATABASE, and (2) employee time in compiling and transmitting the DATA. Such amount shall be reduced by the costs already paid by the DISTRICT for such time period so that there will be no double recovery of costs.
11. **ASSIGNMENT.** Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this AGREEMENT shall be deemed automatically terminated.
12. **LIABILITY.** Nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.



be deemed for the benefit of any person or entity other than the DISTRICT and the ELECTRICAL SERVICE PROVIDER.

DONE and EXECUTED by the DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT

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

(OFFICIAL SEAL)

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

DONE and EXECUTED by the ELECTRICAL SERVICE PROVIDER this 10<sup>th</sup> day of February, 2014.

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

By: \_\_\_\_\_  
H. Julius Hackett  
General Manager

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Albert Thomas, Jr.  
Secretary

# EXHIBIT "A"

## AUTHORIZATION FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA

This AUTHORIZATION FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA (hereinafter this "AUTHORIZATION") is being made by the following persons:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(hereinafter the "ACCOUNT HOLDER(S)")

The ACCOUNT HOLDER(S) are customer(s) or member(s), purchasing electrical power from the below named electrical utility or rural electrical cooperative:

Tri-County Electric Cooperative, Inc.

(hereinafter the "ELECTRICAL SERVICE PROVIDER")

The ACCOUNT HOLDER(S) have the following accounts, which are used to provide electrical power to pump water or operate irrigation or other agricultural water supply devices as authorized in a DISTRICT consumptive use permit, with the following meter numbers, with the ELECTRICAL SERVICE PROVIDER:

| <u>Location Number</u> | <u>Meter Number</u> |
|------------------------|---------------------|
| _____                  | _____               |
| _____                  | _____               |
| _____                  | _____               |
| _____                  | _____               |

Additional accounts can be added on the sheet at the end of the Attachments. Accounts and meters not associated with a DISTRICT consumptive use permit should not be listed.

(hereinafter the "ACCOUNT(S)")

The ACCOUNT HOLDER(S) hereby authorize and direct the ELECTRICAL SERVICE PROVIDER to provide the ACCOUNT HOLDER(S)' electric consumption data (hereinafter the "DATA") for the ACCOUNT(S), to the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter the "DISTRICT") as follows:

1. DATA will include, for the ACCOUNT(S), location number, meter number, date and time period power use started, date and time period power use ended, the amount of power usage for period of time.
2. The DATA will be provided for all monthly billing periods starting with the monthly billing period during which the date of this AUTHORIZATION falls and all monthly billing periods thereafter unless and until written instructions are delivered to the ELECTRICAL SERVICE PROVIDER from the ACCOUNT HOLDER(S), to cease providing the DATA.
3. The DATA will be provided to the DISTRICT in whatever format (electronic, paper or otherwise) as may be agreed between the ELECTRICAL SERVICE PROVIDER and the DISTRICT without further input from the ACCOUNT HOLDER(S).
4. The ACCOUNT HOLDER(S) will not pay any charges to the ELECTRICAL SERVICE PROVIDER for the release or transmittal of the DATA.

The ACCOUNT HOLDER(S) understand that ordinarily they have certain rights to confidentiality with regard to the DATA and that they are waiving such rights by executing this AUTHORIZATION. The ACCOUNT HOLDER(S) understand that the DISTRICT is a public entity governed by Florida's broad public records laws and that once the DATA is provided to the DISTRICT, the DATA will be a public record and that the public will have the right to freely view the DATA.

The ACCOUNT HOLDER(S) have not received or relied upon any advice from the ELECTRICAL SERVICE PROVIDER concerning whether to execute this AUTHORIZATION. The ACCOUNT HOLDER(S) understand that their electrical service with the ELECTRICAL SERVICE PROVIDER will not be affected by their execution of, or refusal to execute, this AUTHORIZATION.

*Release of All Claims Against the ELECTRICAL SERVICE PROVIDER*

KNOW ALL PEOPLE BY THESE PRESENTS: That the ACCOUNT HOLDER(S) (which, for the purposes of this release, includes their heirs, personal representatives, successors and assigns) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, acquit and forever discharge the ELECTRICAL SERVICE PROVIDER (which, for the purposes of this release includes its members, shareholders, officers, agents, attorneys, employees, heirs, personal representatives, successors and assigns), of and

from any and all claims, actions, causes of actions, suits, demands, rights, damages, costs, expenses and compensations whatsoever which the ACCOUNT HOLDER(S) now have or which may hereafter accrue in the future concerning or related to the matters set out in this AUTHORIZATION. This release is intended to be construed broadly and in favor of inclusion of all known and unknown claims arising out of or related to any act, alleged act, omission and/or alleged omission of the ELECTRICAL SERVICE PROVIDER arising out of or related to this AUTHORIZATION, including, without limitation, (1) the accuracy of the DATA, (2) the negligent failure of the ELECTRICAL SERVICE PROVIDER to release the information as directed in this AUTHORIZATION, (3) the negligent release of information concerning the ACCOUNT HOLDER(S) not directed in this AUTHORIZATION and (4) the negligent failure to cease releasing information after receiving written direction from the ACCOUNT HOLDER(S) to do so. This release shall also be deemed to release the ELECTRICAL SERVICE PROVIDER from any liability for whatever the DISTRICT or others may do with the DATA.

DONE AND EXECUTED by the following ACCOUNT HOLDER(S) on the date(s) set out below.

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Holder Name (Print)

## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Agreement for Transmittal of Electric Consumption Data with Suwannee Valley Electric Cooperative, Inc.

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Chair to execute the Agreement for Transmittal of Electric Consumption Data with Suwannee Valley Electric Cooperative, Inc.**

### BACKGROUND

The Agreement establishes a framework for the Electric Cooperative to electronically transmit electric consumption data to the District as account holders request that the Electric Cooperative share such data with the District. Use of electrical consumption data to estimate water use is the least cost alternative for water users and the District. Water use estimates will be used for planning and calibration of models. Water use estimates are not appropriate for and will not be used for enforcement of water use permit conditions.

The Agreement is structured to be cost-neutral for the Electric Cooperative. The District is agreeing to reimburse the Electric Cooperative to establish a database (cost to be approved by District in writing), to verify and add account holders to the database (\$10 per addition), and to transmit data for each account holder on a monthly basis (limited to a reasonable fee for actual staff time and expenses).

A copy of the agreement signed by Suwannee Valley Electric Cooperative is attached to this memorandum.

JMD/rl  
Attachment

## **AGREEMENT FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA**

This Agreement for the Transmittal of Electric Consumption Data (the "Agreement") is made and entered into as of the last date executed by the parties by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, FL 32060, (hereinafter the "DISTRICT") and SUWANNEE VALLEY ELECTRIC COOPERATIVE, INC., a Florida not-for-profit corporation, whose address is Post Office Box 160, Live Oak, Florida 32064 (hereinafter the "ELECTRICAL SERVICE PROVIDER").

### **RECITALS**

**WHEREAS**, the DISTRICT is a government agency charged with regulating and permitting the consumptive use of water within its region; and,

**WHEREAS**, the DISTRICT is presently requiring its permittees to collect, record and transmit to the DISTRICT data concerning the amount of water used by such permittees; and,

**WHEREAS**, the collecting, recording and transmitting of such data can be expensive and time consuming for the permittees; and,

**WHEREAS**, in some instances, the permittees can avoid the expense and time to collect, record and transmit such data by providing the DISTRICT with the electric consumption data for the meters on the permittees' water pumps, from which the DISTRICT can estimate the amount of water used; and,

**WHEREAS**, the ELECTRICAL SERVICE PROVIDER is an electric utility or rural electric cooperative who is in the business of selling electricity to its customers or members; and,

**WHEREAS**, some of the DISTRICT's permittees are also customers or members of the ELECTRICAL SERVICE PROVIDER; and,

**WHEREAS**, as part of the ELECTRICAL SERVICE PROVIDER's normal operations, the ELECTRICAL SERVICE PROVIDER collects electric consumption data for each of the meters assigned to each of its accounts; and,

**WHEREAS**, the ELECTRICAL SERVICE PROVIDER can transmit such data directly to the DISTRICT at a reasonable cost; and,

**WHEREAS**, in an effort to assist the ELECTRICAL SERVICE PROVIDER's customers or members and the DISTRICT's permittees, and upon their direction, the ELECTRICAL SERVICE PROVIDER and the DISTRICT wish to cooperate and enter into an agreement for the transmission of such data in the most cost effective and efficient manner possible; and,

**WHEREAS**, the parties have reached an agreement between them concerning the matters set out herein and wish to commit such agreement to writing and thereby make an enforceable contract between them.

**NOW THEREFORE**, in consideration of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein by reference.
2. **DEFINITIONS**. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.

*ACCOUNT(S)* shall mean an account or accounts with the ELECTRICAL SERVICE PROVIDER through which an ACCOUNT HOLDER(S) purchases electrical power from the ELECTRICAL SERVICE PROVIDER.

*ACCOUNT HOLDER(S)* shall mean the customer, customers, member or members of the ELECTRICAL SERVICE PROVIDER who have ACCOUNT(S) with the ELECTRICAL SERVICE PROVIDER to purchase electrical power.

*AGREEMENT* shall mean this "Agreement for the Transmittal of Electric Consumption Data."

*AUTHORIZATION* shall mean an authorization from ACCOUNT HOLDER(S) to the ELECTRICAL SERVICE PROVIDER to transmit DATA concerning certain of its ACCOUNT(S) to the DISTRICT. To be valid, an AUTHORIZATION shall be in substantially the form attached hereto as Exhibit "A".

*DATA* shall mean electrical consumption data for the ACCOUNT(S) and meters as designated by the ACCOUNT HOLDER(S) in the AUTHORIZATION. DATA shall include the account number, meter number, date and time period power use started, date and time period power use ended, the amount of power usage for period of time. The DATA shall be limited to the power usage provided in the ACCOUNT HOLDER's monthly electric bills.

*DATABASE* shall mean the group of ACCOUNT(S) for all ACCOUNT HOLDER(S) for which the ELECTRICAL SERVICE PROVIDER provides DATA to the DISTRICT.

*DISTRICT* shall mean the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, FL 32060.

*ELECTRICAL SERVICE PROVIDER* shall mean the electrical utility or rural electric cooperative listed above which provides electrical power to the ACCOUNT HOLDER(S) through the ACCOUNT(S).

3. **INITIAL SET UP FOR TRANSMISSION OF DATA.** Immediately after the execution of this AGREEMENT, the ELECTRICAL SERVICE PROVIDER shall arrange for whatever computer programming and/or the purchase of software which is necessary so that the DATABASE may be created and the DATA, for the ACCOUNT(S) in the DATABASE may be transmitted to the DISTRICT as provided herein.
4. **ADDING OF ACCOUNTS TO THE DATABASE.** To add ACCOUNT(S) to the DATABASE, the ACCOUNT HOLDER(S) or the DISTRICT shall deliver to the ELECTRICAL SERVICE PROVIDER an executed AUTHORIZATION. Upon receipt and verification of such AUTHORIZATION, the ELECTRICAL SERVICE PROVIDER shall add the ACCOUNT(S) set out therein to the DATABASE.
5. **VERIFICATION OF AN AUTHORIZATION.** Upon receipt of an AUTHORIZATION, the ELECTRICAL SERVICE PROVIDER shall verify that such AUTHORIZATION was executed by the ACCOUNT HOLDER(S) for the ACCOUNT(S) listed therein, by whatever means it deems appropriate including but not limited to contacting the ACCOUNT HOLDER(S). The parties agree that a reasonable amount of time to complete such verification shall not exceed 30 days. Once the ELECTRICAL SERVICE PROVIDER has verified that such AUTHORIZATION is genuine, the ELECTRICAL SERVICE PROVIDER shall add the ACCOUNT(S) set out in the AUTHORIZATION to the DATABASE.
6. **TRANSMISSION OF DATA FOR THE ACCOUNT(S) IN THE DATABASE.** Every month, no later than 10 days after the end of the month the ELECTRICAL SERVICE PROVIDER shall transmit the DATA for every ACCOUNT in the DATABASE. The DATA shall be transmitted to the DISTRICT in an electronic format as agreed by the DISTRICT and the ELECTRICAL SERVICE PROVIDER.
7. **COSTS TO BE PAID BY THE DISTRICT.** As reimbursement of costs, the DISTRICT shall pay to the ELECTRICAL SERVICE PROVIDER the following:
  - 7.1 All of the costs of the initial set up of the DATABASE and method of transmission of the DATA, provided that such costs are approved by the DISTRICT in writing and in advance.
  - 7.2 A one-time fee of \$10.00, per AUTHORIZATION, to cover the costs of verification of the AUTHORIZATION and employee time in adding the ACCOUNT(S) set out in the AUTHORIZATION to the DATABASE.
  - 7.3 A reasonable fee not to exceed the ELECTRICAL SERVICE PROVIDER's actual staff time and expenses, as agreed upon by the ELECTRICAL SERVICE PROVIDER and the DISTRICT, will be paid to the

ELECTRIC SERVICE PROVIDER each month for the transmission of the DATA to the DISTRICT.

8. **WAIVER OF CLAIMS AGAINST THE ELECTRICAL SERVICE PROVIDER.** The DISTRICT understands that the DATA is being collected by the ELECTRICAL SERVICE PROVIDER for the ELECTRICAL SERVICE PROVIDER's own purposes and not pursuant to any contract or agreement with the DISTRICT and that the ELECTRICAL SERVICE PROVIDER is providing the DATA to the DISTRICT at no charge, other than the reimbursement of costs. Therefore the ELECTRICAL SERVICE PROVIDER does not warrant the accuracy of the DATA and the DISTRICT forever waives any and all claim against the ELECTRICAL SERVICE PROVIDER based upon the ELECTRICAL SERVICE PROVIDER's negligence or alleged negligence in collecting, compiling, recording, providing or failing to provide the DATA.
9. **TERM.** The term of this AGREEMENT is for a period of time from the EFFECTIVE DATE of this AGREEMENT through the next successive September 30. Unless terminated earlier as provided herein, thirty (30) days prior to the last day of its term, this AGREEMENT shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, from October 1 until September 30. This AGREEMENT shall be likewise renewed each and every year thereafter, unless and until terminated as set out herein.
10. **TERMINATION OF THIS AGREEMENT.** Either party may, in its sole discretion, for any or no reason, terminate this AGREEMENT upon thirty (30) days written notice to the other party.
11. **ASSIGNMENT.** Neither party may assign any of its rights under this AGREEMENT voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party. In the event of any purported assignment of rights in violation of this section, the parties agree that this AGREEMENT shall be deemed automatically terminated.
12. **LIABILITY.** Nothing in the AGREEMENT is intended or is to be construed as a waiver of either party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.
13. **AGREEMENT NOT TO BE RECORDED.** This AGREEMENT shall not be recorded in the public records of any county.
14. **NOTICES.** Any and all notices, requests or other communications hereunder will be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To the ELECTRICAL SERVICE PROVIDER : Suwannee Valley Electric Cooperative, Inc.  
c/o Chief Executive Officer  
Post Office Box 160  
Live Oak, Florida 32064

To the DISTRICT: Suwannee River Water Management District  
c/o Executive Director  
9225 CR 49  
Live Oak, FL 32060

15. **GOVERNING LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This AGREEMENT will be governed, construed and enforced in accordance with the laws of the State of Florida. The exclusive jurisdiction and venue for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT shall be the Circuit Court or County Court in and for Suwannee County, Florida. The parties forever waive the right to a trial by jury for all legal actions arising out of, enforcing, construing and relating to this AGREEMENT and agree to have any such actions decided by a judge alone without a jury.
16. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS AGREEMENT.** No portion of this AGREEMENT may be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this AGREEMENT.
17. **ENTIRE AGREEMENT OF THE PARTIES.** This AGREEMENT contains the entire agreement between the parties and supercedes all prior contracts, agreements or understandings between the parties. Each party represents and warrants to the other that no contract, agreement or representation on any matter exists between the parties except as expressly set out herein.
18. **NO THIRD PARTY RIGHTS.** The provisions of this AGREEMENT are for the sole and exclusive benefit of the parties hereto, and no provision of this AGREEMENT will be deemed for the benefit of any person or entity other than the DISTRICT and the ELECTRICAL SERVICE PROVIDER.

DONE and EXECUTED by the DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_,  
2014.

GOVERNING BOARD OF THE SUWANNEE  
RIVER WATER MANAGEMENT DISTRICT

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

(OFFICIAL SEAL)

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Legal Counsel

DONE and EXECUTED by the ELECTRICAL SERVICE PROVIDER this 10<sup>th</sup>  
day of February, 2014.

SUWANNEE VALLEY ELECTRIC  
COOPERATIVE, INC.

By: Michael S. McWaters  
Michael S. McWaters  
As its Chief Executive Officer and  
authorized representative

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Legal Counsel

# EXHIBIT “A”

**AUTHORIZATION FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA**

This AUTHORIZATION FOR TRANSMITTAL OF ELECTRIC CONSUMPTION DATA (hereinafter this "AUTHORIZATION") is being made by the following persons:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

(hereinafter the "ACCOUNT HOLDER(S)")

The ACCOUNT HOLDER(S) are customer(s) or member(s), purchasing electrical power from the below named electrical utility or rural electrical cooperative:

SUWANNEE VALLEY ELECTRIC COOPERATIVE, INC.

(hereinafter the "ELECTRICAL SERVICE PROVIDER")

The ACCOUNT HOLDER(S) have the following accounts, which are used to provide electrical power to pump water or operate irrigation or other agricultural water supply devices as authorized in a DISTRICT consumptive use permit, with the following meter numbers, with the ELECTRICAL SERVICE PROVIDER:

| <u>Account Number</u> | <u>Meter Number</u> |
|-----------------------|---------------------|
| _____                 | _____               |
| _____                 | _____               |
| _____                 | _____               |
| _____                 | _____               |

Additional accounts can be added on the sheet at the end of the Attachments. Accounts and meters not associated with a DISTRICT consumptive use permit should not be listed.

(hereinafter the "ACCOUNT(S)")

The ACCOUNT HOLDER(S) hereby authorize and direct the ELECTRICAL SERVICE PROVIDER to provide the ACCOUNT HOLDER(S)' electric consumption data (hereinafter the "DATA") for the ACCOUNT(S), to the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter the "DISTRICT") as follows:

- 1. DATA will include, for the ACCOUNT(S), account number, meter number, date and time period power use started, date and time period power use ended, the amount of power usage for period of time. The ELECTRICAL

SERVICE PROVIDER shall provide DATA for the month as shown on monthly electric bills to ACCOUNT HOLDERS.

2. The DATA will be provided for all monthly billing periods starting with the monthly billing period during which the date of this AUTHORIZATION falls and all monthly billing periods thereafter unless and until written instructions are delivered to the ELECTRICAL SERVICE PROVIDER from the ACCOUNT HOLDER(S), to cease providing the DATA.

3. The DATA will be provided to the DISTRICT in whatever format (electronic, paper or otherwise) as may be agreed between the ELECTRICAL SERVICE PROVIDER and the DISTRICT without further input from the ACCOUNT HOLDER(S).

4. The ACCOUNT HOLDER(S) will not pay any charges for the release or transmittal of the DATA.

The ACCOUNT HOLDER(S) understand that ordinarily they have certain rights to confidentiality with regard to the DATA and that they are waiving such rights by executing this AUTHORIZATION. The ACCOUNT HOLDER(S) understand that the DISTRICT is a public entity governed by Florida's broad public records laws and that once the DATA is provided to the DISTRICT, the DATA will be a public record and that the public will have the right to freely view the DATA.

The ACCOUNT HOLDER(S) have not received or relied upon any advice from the ELECTRICAL SERVICE PROVIDER concerning whether to execute this AUTHORIZATION. The ACCOUNT HOLDER(S) understand that their electrical service with the ELECTRICAL SERVICE PROVIDER will not be affected by their execution of, or refusal to execute, this AUTHORIZATION.

*Release of All Claims Against the ELECTRICAL SERVICE PROVIDER*

KNOW ALL PEOPLE BY THESE PRESENTS: That the ACCOUNT HOLDER(S) (which, for the purposes of this release, includes their heirs, personal representatives, successors and assigns) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby release, acquit and forever discharge the ELECTRICAL SERVICE PROVIDER (which, for the purposes of this release includes its members, shareholders, officers, agents, attorneys, employees, heirs, personal representatives, successors and assigns), of and from any and all claims, actions, causes of actions, suits, demands, rights, damages, costs, expenses and compensations whatsoever which the ACCOUNT HOLDER(S) now have or which may hereafter accrue in the future concerning or related to the matters set out in this AUTHORIZATION. This release is intended to be construed broadly and in favor of inclusion of all known and unknown claims arising out of or related to any act, alleged act, omission and/or alleged omission of the ELECTRICAL SERVICE PROVIDER arising out of or related to this AUTHORIZATION, including, without limitation, (1) the accuracy of the DATA, (2) the

negligent failure of the ELECTRICAL SERVICE PROVIDER to release the information as directed in this AUTHORIZATION, (3) the negligent release of information concerning the ACCOUNT HOLDER(S) not directed in this AUTHORIZATION and (4) the negligent failure to cease releasing information after receiving written direction from the ACCOUNT HOLDER(S) to do so. This release shall also be deemed to release the ELECTRICAL SERVICE PROVIDER from any liability for whatever the DISTRICT or others may do with the DATA.

DONE AND EXECUTED by the following ACCOUNT HOLDER(S) on the date(s) set out below.

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Account Holder Name (Print)

\_\_\_\_\_  
Account Holder Signature

Date: \_\_\_\_\_

## MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: Springs Protection Awareness Month Proclamation

### RECOMMENDATION

## **Staff recommends the Governing Board proclaim April 2014 as Springs Protection Awareness Month.**

### BACKGROUND

Similar to last year, Senator Charlie Dean has filed Florida Senate Resolution (SR) 382 recognizing April 2014 as Springs Protection Awareness Month. The intent of SR 382 is to raise public awareness on the importance of springs protection. Representative Elizabeth Porter has submitted a House Resolution that also recognizes April 2014 as Springs Protection Awareness Month.

The District's Strategic Plan includes the Heartland Springs Initiative. The goal of this initiative is to ensure springs have adequate flow and good water quality to sustain healthy biological communities. The Heartland Springs Initiative is a comprehensive, multi-faceted approach involving every aspect of the District's management and regulatory programs. Increasing public awareness of the District's ongoing work to protect springs is a key part of accomplishing the District mission.

SM/vf

## Proclamation

### Suwannee River Water Management District Live Oak, Florida

**WHEREAS**, Florida's springs are essential to the environment, economy, and citizens of, and visitors to, this state, and

**WHEREAS**, Florida has one of the most productive aquifers in the world, which supports more than 700 natural springs, giving this state the world's highest concentration of springs, and

**WHEREAS**, Suwannee River Water Management District has the highest concentration of springs in the United States, and

**WHEREAS**, Florida's springs discharge more than 8 billion gallons of water each day, which is essential for sustaining spring runs and associated receiving water bodies, and

**WHEREAS**, Suwannee River Water Management District has the highest concentration of first magnitude springs in Florida, and

**WHEREAS**, groundwater in the Suwannee River Water Management District is the primary source for public, agricultural, business and industrial use and vital to Florida's economy, and

**WHEREAS**, springs are a natural resource that must be protected, as they reflect groundwater conditions and provide an important habitat for wildlife and listed species, and

**WHEREAS**, springs provide important recreation resources and opportunities that are enjoyed by citizens and visitors alike,

**WHEREAS**, Suwannee River Water Management District has the Heartland Springs Initiative with a strategic goal to ensure springs have an adequate flow and good water quality to sustain healthy biological communities, and.

**WHEREAS**, Governor Rick Scott is recommending that \$55 million dollars for springs protection and restoration in his 2014-2015 "It's Your Money Tax Cut Budget".

**NOW THEREFORE**, the Governing Board of the Suwannee River Water Management District hereby proclaims April 2014 as Springs Protection Awareness Month, and all levels of government are encouraged to support springs protection, restoration, and preservation awareness.

**PASSED AND ADOPTED THIS 11th DAY OF March, 2014 A.D.**

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

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**MEMBERS OF THE BOARD:**

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

**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: February 28, 2014

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

### **February 24, 2014, Stakeholder Advisory Committee (SAC) Meeting:**

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

- Briefing on population and water demand projections methodologies
- Briefing on Clay-Putnam MFLs and Prevention/Recovery Strategies
- Review and discussion of revised Recovery Strategy for the Lower Santa Fe River Basin

The SAC unanimously voted (by a vote of 11–0 in favor) to support the revised *Draft Recovery Strategy Lower Santa Fe River Basin—Lower Santa Fe and Ichetucknee Rivers and Priority Springs Minimum Flows and Levels* (dated February 21, 2014) incorporating the SAC’s consensus recommendations pertaining to the document. Staff agreed to work with Tom Harper to incorporate item #4 of the SAC’s recommendation for “Agricultural Water Use Approach” for inclusion in “Section 5.2 Water Conservation Component.”

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: February 28, 2014

RE: Land Acquisition and Disposition Activity Report

**Approved for Detailed Assessment**

| Owner                            | Project Name   | Acres  | County    | Comments   |
|----------------------------------|--|--------|-----------|--|
| Rayonier Forest Resources, L. P. | Camp Blanding Addition                               | 2,563  | Bradford  | Feasibility study is underway. Appraisal bids due February 28, 2014.   |
| Bradford Timberlands, LLC        | Camp Blanding Addition                               | 340    | Bradford  | The survey and environmental site assessment are underway. Closing is scheduled for April 10, 2014.                                    |
| El Trigal Farms, Floyd Family    | El Trigal Farms Conservation Easement                | 351    | Jefferson | The appraisals for the subject property and the potential exchange parcels have been received. Discussions with Mr. Floyd are ongoing. |
| Douglas Anderson                 | Anderson/Pine Landing Conservation Easement Exchange | 98/122 | Dixie     | The appraisal has been received and reviewed by the review appraiser.  |
| SRWMD                            | Florida Gateway College                              | 16.25  | Columbia  | Staff will discuss the potential conveyance with the college administration.   |

**Authorized for Conveyance**

| Tract                             | Acres | County    | Acquired Date | Funding Source  | Comments                      |
|-----------------------------------|-------|-----------|---------------|-----------------|-------------------------------|
| Otter Springs to Gilchrist County | 120   | Gilchrist | 9/30/2008     | Florida Forever | Survey is due March 10, 2014. |

**Authorized for Exchange**

| Tract  | Acres | County  | Acquired Date | Funding Source | Comments  |
|--|-------|---------|---------------|----------------|---|
| Ellaville Exchange for Damascus Peanut Company | 986   | Madison | 12/1/1988     | WMLTF          | Governing Board approved the exchange agreement with the Trustees of the Internal Improvement Trust Fund. |

**Surplus Lands**

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

| Tract                   | Acres | County    | Acquired Date | Funding Source | Appraisal Date | Listing Date | Listing Price   | Comments  |
|-------------------------|-------|-----------|---------------|----------------|----------------|--------------|---|---|
| Blue Sink               | 79    | Suwannee  | 12/1988       | WMLTF          | 11/23/13       | 7/12/10      | Fee, entire parcel \$168,000; 40-acre parcel \$88,000   | Contract with FitzGibbon was terminated. Offer has been received on east 40 acres |
| Chitty Bend East        | 20    | Hamilton  | 12/1988       | WMLTF          | 2/3/14         | 11/29/11     | Fee, two 10-acre tracts for \$26,400 each               | Reappraised for the Floyd exchange  |
| Chitty Bend West        | 121   | Madison   | 12/1988       | WMLTF          | 11/2/11        | 11/29/11     | Fee, entire tract \$279,510                             |   |
| Cuba Bay                | 22    | Jefferson | 02/1996       | P2000          | 2/7/14         | 11/10/11     | Fee, \$42,350   | Reappraised for the Floyd exchange  |
| Falmouth North (8 lots) | 6     | Suwannee  | 04/1998       | WMLTF          | 8/27/10        | 11/18/10     | Fee entire tract \$52,030                               |   |
| Hunter Creek            | 120   | Hamilton  | 09/2002       | P2000          | 1/27/14        | 11/18/10     | Fee, (3 parcels) \$343,200<br>CE, (3 parcels) \$243,100 | Reappraised for the Floyd exchange  |
| Jennings Bluff          | 70    | Hamilton  | 02/1989       | WMLTF          | 1/27/14        | 8/16/10      | Fee, entire tract \$215,600                             | Set aside for discussion with Hamilton County                                     |
| Levings                 | 69    | Columbia  | 02/1998       | WMLTF          | 1/27/14        | 5/11/11      | Fee, entire tract \$135,860                             | Reappraised for the Floyd exchange  |
| Perry Spray Field       | 248   | Taylor    | 9/2001        | WMLTF          | 6/6/12         |              | CE \$225,000  |   |
| Timber River            | 1     | Madison   | 03/1998       | WMLTF          | 8/27/10        | 11/18/10     | Fee, entire tract \$10,780                              |   |

ABS/ch

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: February 28, 2014  
RE: District's Weekly Activity Reports

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

ABS/rl  
Attachments



## Weekly Activity Report to Governing Board January 27-31, 2014

### *Executive/Management*

- Virginia Johns, Ann Shortelle, Steve Minnis, and Hugh Thomas attend the Alachua County BOCC regarding the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL and recovery strategy.
- Ann Shortelle and Steve Minnis met with Commissioner Randy Wells regarding the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFL and recovery strategy.
- Jon Dinges attended the Hamilton County Legislative Delegation meeting.
- Ann Shortelle, with Steve Minnis attending, provided the District's FY 2015 Preliminary Budget Briefing Presentation to the Senate and House Appropriations Committee staff in Tallahassee. Dave Dickens and Sara Alford participated by teleconference.
- Ann Shortelle and Jon Dinges met with representatives from PCS Phosphate to discuss a potential alternative water supply project.
- Jon Dinges and Megan Wetherington met with Clay Electric Cooperative to discuss implementation of the Agricultural Monitoring agreement for transmittal of electrical data.

### *Water Supply*

- Carlos Herd and Tim Sagul participated in a teleconference with staff from the Federal Energy Regulatory Commission concerning the Sabal Trail natural gas transmission project in Florida, Georgia, and Alabama.
- Ann Shortelle, Carlos Herd, John Good, Tommy Kiger, Hugh Thomas, and Carree Olshansky attended the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting.
- Carlos Herd, Clay Coarsey, Dale Jenkins, Tommy Kiger, Marc Minno, Trey Grubbs, and Warren Zwanka participated in a teleconference with staff from SJRWMD concerning translating water resource constraints into regional groundwater availability for the North Florida Regional Water Supply Plan.

### *Resource Management*

- Pat Webster, Dave Dickens, Dale Jenkins, Glenn Horvath, and Scott Gregor conducted site reviews in Alachua and Columbia counties for proposed RIVER projects.
- Dave Dickens conducted a Lafayette County RIVER cost share project site visit.

### *Ag Team / Suwannee River Partnership*

- Hugh Thomas and Joel Love attended a coordination meeting in Gainesville with field staff from DACS Office of Ag Water Policy.

### *Water Resources*

- Leroy Marshall attended the Florida Silver Jackets Quarterly meeting to discuss high water mark reporting.
- Erich Marzolf participated via webinar in the Statewide Florida Water Resources Monitoring Council meeting.

- Erich Marzolf along with staff from FWC, FDACS, DEP, other WMDs, USCOE, and USDA/NRCS attended the Gulf Restoration - Forest Resources meeting in Tallahassee.

#### *Land Resources*

- Bob Heeke inspected the District's Little River Tract with Dan McLaughlin and Matt Cohen of the University of Florida to evaluate potential study sites for the planned forest water yield study.

#### *Communications*

- Vanessa Fultz distributed a press release about the District's Prescribed Fire program for Prescribed Fire Week.
- Steve Minnis and Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Vanessa Fultz handled a media inquiry from Alachua County Today concerning Governor Rick Scott's announcement of the \$55 million springs funding.
- Vanessa Fultz, Tim Sagul, and Kevin Wright handled a media inquiry from TV 20 concerning the City of Hampton's unaccounted for water use.

#### *Announcements for Week of February 3, 2014:*

- The Interim Legislative Committee Week is scheduled for February 3-7 in Tallahassee.



## Weekly Activity Report to Governing Board February 3-7, 2014

### *Executive/Management*

- Ann Shortelle, Carlos Herd, and Lisa Cheshire participated in a teleconference with staff from SWFWMD to discuss the SRWMD Governing Board Tour.
- Ann Shortelle, Jon Dinges, Erich Marzolf, Charlie Houder, Tim Sagul, Carlos Herd, Pat Webster, and Dave Dickens participated in a meeting with staff from FDOT concerning the Future Corridors project. FDOT is scoping long term (50 year) transportation needs and possible corridors in north Florida.
- Several staff members participated in a lunch & learn held by Normandeau on Instream Flow Increment Modeling.
- Ann Shortelle and Jon Dinges participated in the DEP/WMD bi-weekly teleconference.
- Jon Dinges gave a lecture to an Industrial Ecology class at UF.
- Jon Dinges attended the Florida Engineering Society Conservation and Environmental Quality committee in Tallahassee.
- Steve Minnis attended the Legislative Interim Committee Week in Tallahassee. Ann Shortelle attended some of the meetings.

### *Water Supply*

- Jon Dinges, Carlos Herd, John Good, Warren Zwanka, Tommy Kiger, and Dale Jenkins participated in a teleconference with staff from DEP concerning the Lower Santa Fe and Ichetucknee Rivers MFLs Chapter 62-42, F.A.C. draft.
- Carlos Herd and staff from SJRWMD participated in a NFRWSP SAC Planning meeting via teleconference.
- John Good, with Kevin Wright, Lindsey Marks, and Sarah Luther attending, presented an update on the Lower Santa Fe River MFL to the Manure Management Group in Gainesville.
- Dale Jenkins participated in a teleconference with staff from DEP concerning the Reuse Coordinating Committee Meeting.

### *Resource Management*

- Tim Sagul participated in a legal team call with staff from DEP and the other WMD's concerning the Joint Administrative Procedures Committee (JAPC) comments regarding the proposed CUPCon rules.
- Ann Shortelle, Charlie Houder, Tim Sagul, Pat Webster, and Mike Fuller met to discuss FDOT's proposed Starke by-pass and the associated Alligator Creek mitigation project.
- Leroy Marshall attended the Readiness: Training Identification and Preparedness Planning Course sponsored by the Florida Department of Emergency Management.

## Ag Team / Suwannee River Partnership

- Ann Shortelle, Eric Marzolf, Kevin Wright, Carree Olshansky, Sarah Luther, Hugh Thomas, and Joel Love received an update on the Suwannee Farms nutrient budget project with staff from DEP, FDACS, and UF/IFAS.

## *Water Resources*

- Erich Marzolf participated in the Florida Water Resource Monitoring Council Coastal Monitoring conference call.
- Paul Buchanan and Leroy Marshall participated in Florida Silver Jackets quarterly meeting. Topics of interest were High Water Mark Strike Team data collector and Corps of Engineers coastal sea rise flood inundation study.
- Paul Buchanan and Bebe Willis attended the quarterly GIS WMD/DEP Inter-District meeting in Tallahassee.
- Paul Buchanan, Bebe Willis, and Glenn Horvath met with SJRWMD staff to discuss GIS technical aspects of permit data and the data input process.
- Paul Buchanan completed USGS contract for LIDAR deliverables and Bebe Willis loaded eight new areas of LIDAR Digital Elevation Data (DEMs) into the GIS corporate data server and now available for staff use.

## *Administrative Services*

- Dave Dickens and staff from Columbia County, the City of Lake City, and the District's contractors participated in a kickoff meeting concerning the Ichetucknee Springshed Water Quality Improvement project design.

## *Communications*

- Vanessa Fultz distributed a press release about the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee's consensus recommendations to move forward with the Recovery Strategy needed to protect MFLs for the Lower Santa Fe and Ichetucknee Rivers and Priority Springs.
- Eric Marzolf responded to Jennifer Hernandez of WUFT about nitrate concentrations in springs within the District and the effects of nitrate on springs.
- Megan Wetherington responded to a media inquiry from WUFT concerning recent flow events at White Sulphur Spring.
- Vanessa Fultz and Leroy Marshall responded to a media inquiry from NBC News concerning FEMA-issued letters of map revision and letters of map amendment.

## *Announcements for Week of February 10 & February 17, 2014:*

- The Governing Board Meeting and Workshop will be held on February 11 in Live Oak.
- The Interim Legislative Committee Week is scheduled for February 10-14 in Tallahassee.
- The District will hold a Board Audit Committee meeting on February 17 at 9:00 a.m.



## Weekly Activity Report to Governing Board February 10-14, 2014

### *Executive/Management*

- Ann Shortelle, Carlos Herd, and Erich Marzolf participated on various discussion panels at the 4<sup>th</sup> UF Water Institute Symposium Panel.
- Steve Minnis attended the Interim Legislative Committee Week in Tallahassee.
- Don Quincey, Ann Shortelle, Carlos Herd, and staff from SJRWMD and DEP participated in the Quarterly Executive Progress meeting to discuss the progress on the Interagency Agreement between SRWMD, SJRWMD, and DEP.

### *Water Supply*

- Ann Shortelle, Carlos Herd, Tommy Kiger, Warren Zwanka, and John Good participated in a conference call with staff from SJRWMD and DEP to discuss the Lower Santa Fe and Ichetucknee Rivers and Priority Springs Recovery Strategy.

### *Resource Management*

- Warren Zwanka, Alejandra Rodriguez, and Leroy Marshall participated in an E-Regulatory Training.

### *Ag Team / Suwannee River Partnership*

- Erich Marzolf, Kevin Wright, and Hugh Thomas, participated in a conference call with staff from Southeast Milk and FDACS to discuss a Dairy Denitification Project.

### *Water Resources*

- Erich Marzolf served as a judge for a student poster contest during UF's Water Institute Symposium.
- Erich Marzolf, Paul Buchanan, Bob Heeke, Megan Wetherington, and Scott Gregor held a LIDAR Project Kick-Off meeting with USGS and their contractor to discuss this winter's LiDAR collection effort.

### *Administration & Operations*

- Edwin McCook attended the Florida Trail Association meeting.
- Charlie Houser participated in the Society of American Foresters Conference Call.

### *Communications*

- Vanessa Fultz distributed press releases about January hydrologic conditions, springs protection and restoration projects approved by the Board, Middle Suwannee River and Springs Restoration and Aquifer Recharge project update, and the District's employment of Keith Rowell.
- Vanessa Fultz participated in the weekly Press Office conference call with DEP and the other WMDs.
- Jon Dinges participated in a radio interview with WUFT regarding springs protection and restoration projects that were approved by the Board.

- Megan Wetherington responded to a media inquiry from PolitiFact Florida and Tampa Bay Times concerning the District's annual rainfall totals and the 30-year rainfall average.

*Announcements for Week of February 17, 2014:*

- The District will hold a Board Audit Committee meeting on February 17 at 9:00 a.m.
- The Interim Legislative Committee Week is scheduled for February 17-21 in Tallahassee.
- The face to face meeting with staff from DEP, the WMDs, and the Governing Board Chairs is scheduled in Tallahassee on February 20 at 1:00 p.m.



## Weekly Activity Report to Governing Board February 17-21, 2014

### *Executive/Management*

- Ann Shortelle and Steve Minnis met with various Senate and House Legislative members to discuss the Fiscal Year 2014-2015 Preliminary Budget in Tallahassee.
- Ann Shortelle, with Steve Minnis attending, gave a Preliminary Budget Presentation to the Senate Appropriations Subcommittee on General Government and the House Agriculture and Natural Resources Appropriations Subcommittee in Tallahassee.
- Jon Dinges participated in a conference call regarding the Florida Agency Southeast Markets Pipeline Projects.
- Don Quincey, Ann Shortelle, and Jon Dinges attended the face to face meeting with staff from DEP, the WMDs, and their respective Governing Board Chairs in Tallahassee.
- Steve Minnis attended the Interim Legislative Committee Week in Tallahassee.
- Steve Minnis participated in the Office of Policy and Budget/WMD/DEP Legislative conference call.
- Steve Minnis and Leroy Marshall participated in the Regional Economic Development Initiative monthly conference call.
- Jon Dinges and Charlie Houder met with Bobby Floyd and David Ward to discuss the proposed exchange to acquire a conservation easement on over 351 acres of Mr. Floyd's property in Jefferson County.

### *Water Supply*

- Ann Shortelle, Carlos Herd, John Good, Warren Zwanka, and Tommy Kiger participated in a conference call with staff from SJRWMD and DEP regarding the Lower Santa Fe and Ichetucknee Rivers and Priority Springs MFLs.
- Carlos Herd and Dale Jenkins participated in a meeting with Cliff Lewis and Scott Downing, the new Chairman of Georgia's Suwannee-Satilla Water Council, to discuss future coordination efforts.
- Carlos Herd and Dale Jenkins participated in a conference call with staff from SJRWMD regarding the North Florida Regional Water Supply Plan 2015 tasks and milestones.
- Carlos Herd attended the North Central Florida Regional Planning Council meeting in Lake City.

### *Resource Management*

- Tim Sagul and Leroy Marshall attended the environmental resource permitting regulatory coordination meeting with staff from the other WMDs and DEP in Maitland.
- Jon Wood, Tim Sagul, Leroy Marshall, and Glenn Horvath attended the status update meeting with staff from SJRWMD regarding the E-Permitting project.

### *Ag Team / Suwannee River Partnership*

- Kevin Wright attended the UF Law conference on Feeding the Future: Shrinking Resources, Growing Population, and a Warming Planet.

- Kevin Wright presented on water topics and cost share at the Hamilton County Peanut meeting. Sarah Luther and Joel Love attended.
- Kevin Wright conducted a WMD and DACS enhancement for agriculture water use model update.

#### *Water Resources*

- Erich Marzolf and Darlene Saindon conducted a field visit at Allen Mill Pond Spring.
- Paul Buchanan and Glenn Horvath participated in the Panhandle Watershed GIS Technical Meeting with a focus on RESTORE projects and coordination.

#### *Administration & Operations*

- Dave Dickens and Pat Webster met with the Gilchrist County engineer to discuss the Otter and Hart springs restoration projects.
- Bob Heeke and Charlie Houder met with representatives of Plum Creek to discuss the monitoring of conservation easements in Alachua and Levy County.

#### *Communications*

- Vanessa Fultz distributed press releases announcing the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee meeting.
- Vanessa Fultz responded to a media inquiry from the Orlando Sentinel concerning specifics on which Governor(s) appointed and reappointed District Governing Board members.

#### *Announcements for Week of February 24, 2014:*

- The Madison County Legislative Delegation Meeting will be held on February 24 at 5:30 p.m. at the Board of County Commission Chambers.
- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee will meet on February 24 at 1:00 p.m. at Florida Gateway College.
- The Lands Committee meeting is scheduled for February 26 at 1:30 p.m. at District Headquarters.