

## AGENDA

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

#### OPEN TO THE PUBLIC

April 14, 2015  
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:**
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
  - Agenda Item 6 - March 10, 2015, Governing Board Meeting and Workshop Minutes
  - Agenda Item 9 – Approval of February 2015 Financial Report
  - Agenda Item 15 - Approval of a Modification of Water Use Permit 2-023-215812-2 with a 1.1140 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.2290 mgd of Groundwater for Agricultural Use at the Glenn Farm Project, Columbia County
  - Agenda Item 17 - Approval of a Modification of Water Use Permit 2-079-218785-3, with a 0.0668 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6991 mgd of Groundwater for Agricultural Use at the Willie P. Agner Farms Project, Madison County
  - Agenda Item 19 - Approval of a Modification of Water Use Permit 2-079-221571-4 with a 0.3310 Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6157 mgd of Groundwater for Agricultural Use at the Bo Agner Farm Project, Madison County
6. Approval of Minutes - March 10, 2015, Governing Board Meeting and Workshop Minutes - **Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Tom Mirti, Bureau Chief, Water Resource Division
  - B. Cooperating Agencies and Organizations

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

8. Update of Legal Activities

## **DIVISION OF ADMINISTRATION AND OPERATIONS**

**Dave Dickens, Director**

- AO Page 1      9.    Approval of February 2015 Financial Report – **Recommend Consent**
- AO Page 12     10.   Declaration as Surplus and Disposition of Capital Assets
- AO Page 14     11.   Land and Facilities Operations Activity Summary Report

## **DIVISION OF WATER SUPPLY**

**Carlos Herd, P.G., Director**

- WS Page 1      12.   Third Amendment to Interagency Agreement between Suwannee River Water Management District, St. Johns River Water Management District, and Florida Department of Environmental Protection
- WS Page 15     13.   Agricultural Water Use Monitoring Update

## **DIVISION OF WATER RESOURCES**

**Erich Marzolf, Ph.D., Director**

- WR Page 1      14.   Authorization to Enter into an Interagency Joint Funding Agreement with the United States Geological Survey, Tallahassee District, for Streamgaging Services

## **DIVISION OF RESOURCE MANAGEMENT**

**Tim Sagul, P.E., Director**

- RM Page 1      15.   Approval of a Modification of Water Use Permit 2-023-215812-2 with a 1.1140 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.2290 mgd of Groundwater for Agricultural Use at the Glenn Farm Project, Columbia County – **Recommend Consent**
- RM Page 10     16.   Approval of a Modification of Water Use Permit 2-047-216241-5 with a 0.4078 mgd Increase in Allocation, Authorizing the Use of 2.3365 mgd of groundwater for Agricultural Use at the Big Woods Project, Hamilton County
- RM Page 20     17.   Approval of a Modification of Water Use Permit 2-079-218785-3, with a 0.0668 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6991 mgd of Groundwater for Agricultural Use at the Willie P. Agner Farms Project, Madison County – **Recommend Consent**
- RM Page 29     18.   Approval of a Modification of Water Use Permit 2-121-221374-4 with a 1.1899 mgd Decrease in Allocation and a Combination of Three Permits Authorizing the Use of 7.1716 mgd of Groundwater for Agricultural Use at the Seldom Rest Project, Suwannee County
- RM Page 40     19.   Approval of a Modification of Water Use Permit 2-079-221571-4 with a 0.3310 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6157 mgd of Groundwater for Agricultural Use at the Bo Agner Farm Project, Madison County – **Recommend Consent**

- RM Page 49      20. Approval of a Modification of Water Use Permit 2-079-221718-2 with a 0.6226 mgd Increase in Allocation Authorizing the Use of 2.1541 mgd of Groundwater for Agricultural Use at the Valmont Project, Madison County
- RM Page 59      21. Permitting Summary Report
- RM Page 62      22. Enforcement Status Report

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

- EO Page 1        23. **Public Hearing** and Consideration of Resolution 2015-08 Authorizing the Exchange of Real Property Interests in Hamilton County with Christopher J. and Deanna Mericle
- EO Page 37      24. Authorization to Conduct a Detailed Assessment and Commence Negotiations with Tatum Timber and Land, Ltd., on a Fee Simple Purchase of 152.19 Acres +/- in Bradford County
- EO Page 43      25. Approval of Governing Board Directive Number 15-0001, Water Resource Guidelines for Acquisition and Surplus of Lands and Procedures for Determination and Disposal of Surplus Lands
- EO Page 48      26. Springs Protection Awareness Month Proclamation
- EO Page 50      27. North Florida Regional Water Supply Partnership Stakeholder Committee Update
- EO Page 51      28. Land Acquisition and Disposition Activity Report
- EO Page 53      29. District's Weekly Activity Reports
- 30. Announcements

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

April 29, 2015	1:30 p.m.	Audit Committee Meeting District Headquarters
April 30, 2015	1:30 p.m.	Lands Committee Meeting District Headquarters
May 14, 2015	9:00 a.m.	Board Meeting Putnam Lodge Cross City, Florida
May 15, 2015	9:00 a.m.	Field Trip

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

- 31. 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.

Definitions:

- "Lobbies" is defined as seeking to influence a district policy or procurement decision or an attempt to obtain the goodwill of a district official or employee. (112.3261(1)(b), Florida Statutes [F.S.]

- "Lobbyist" is a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. (112.3215(1)(h), F.S.)

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

April 14, 2015  
Following Governing Board Meeting

District Headquarters  
Live Oak, Florida

- Florida Geological Survey, Florida Department of Environmental Protection - Dye Trace Discussion:
  - Jonathan D. Arthur, Ph.D., P.G.
  - Tom Greenhalgh, P.G., Applied Geoscience Services
  - Katherine M. White, GIS Technician I
  - Karlee Kuersteiner, Environmental Specialist II
  
- Update on District Drainage Well Construction

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  
March 10, 2015

District Headquarters  
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	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

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Gov. Affairs / Communications Director	Steve Minnis		X
Administration & Operations Division Director	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:

Fred Moody, Levy County	Gary Hardacre, City of Alachua
Harry Dillard, City of Alachua	Marcus Collins, City of Alachua
Ken Saunders, Town of Branford	Robbie Lee, Town of Branford
George Glover, Town of Jennings	Diane Morgan, City of Alachua
Sampson Edwards, Town of Mayo	Doug Jones, City of Archer
Lonnie Thigpen, Madison County Road Department	Allen Cherry, Madison County
Charles Williams, City of Jasper	Tim Bennett, City of Madison
Dustin Hinkel, Taylor County	Taylor Brown, City of Trenton
Paul Still, BSWCS	Carolee Howe, Shenandoah Dairy
Merrilee Malwitz-Jipson, Our Santa Fe River	Winston Lovelace
Dot Hill	Jill Lingard, Ichetucknee Alliance
Debra Preble, PRI	Georgia Shemitz
M. Chase, FRWA	Jim Tatum, Our Santa Fe River
Steve Gladdin	Lane Lucas, Eutaw, Inc.
Linda Clemens, FDEP	Benjamin Wyche

Jeff Hill  
Greg Harden, Florida Farm Bureau  
Tammy Girard, SRWMD  
Paul Buchanan, SRWMD  
Carree Olshansky, SRWMD  
Megan Wetherington, SRWMD  
Robin Lamm, SRWMD  
Bill Mckinstry, SRWMD

Officer Creech  
Hugh Thomas, FDACS  
Christina Hilliard, SRWMD  
Rhonda Scott, SRWMD  
Tom Mirti, SRWMD  
Scott Gregor, SRWMD  
Glenn Horvath, SRWMD

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

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

**Amendments Recommended by Staff:**

Updated

- Division of Administration and Operations – Agenda Item 12 – Wildlands Fire Services Contract Amendment for Fiscal Year 2014/2015 - **Updated**
- Division of Water Supply – Agenda Item 14 – Water Conservation Month Proclamation – **Updated**
- Division of Resource Management – Agenda Item 22 – Enforcement Status Report - **Updated**

Change of order for consideration of Agenda Items 27 and 28:

- Executive Office – Agenda Item 27 – Approval of Resolution No. 2015-07 Requesting Release and Transfer of Florida Forever Trust Fund to be used on Water Resource Development Projects – **changed to Agenda Item 28**
- Executive Office – Agenda Item 28 – **Public Hearing** and Consideration of Resolution Number 2015-04 Authorizing the Purchase of the Turtle Spring Tract from G. Winston Lovelace, et al, 90.62 acres +/- in Lafayette County, Declaring Certain Lands to be Surplus, and Approving Amendment Number 11 to the Fiscal Year 2014/2015 Budget – **changed to Agenda Item 27 and Updated Board Material**

Agenda Item No. 4 – Public Comment.

- Paul Still, BSWCS – Water Supply Planning process.
- Carolee Howe, Shenandoah Dairy – Thanked Board for commitment to Agriculture.
- Merrilee Malwitz-Jipson, Our Santa Fe River – Moratorium on Water Use Permits over 100,000 gallons or more.
- Gary Hardacre, City of Alachua – Requesting support from Board on the RIVER Projects.

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

- Agenda Item 6 - Approval of Minutes - February 10, 2015, Governing Board Meeting and Workshop
- Agenda Item 9 - Approval of January 2015 Financial Report
- Agenda Item 17 – Approval to Accept Funds from Florida Department of Environmental Protection and Approval of Resolution 2015-03 for Amendment No. 10 of the Fiscal Year 2014-2015 Budget
- Agenda Item 19 - Approval of a Modification of Water Use Permit 2-079-220935-3, with a 0.0220 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of

0.2391 mgd of Groundwater for Agricultural Use at The Williams Place Project, Madison County

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

Agenda Item No. 6 – Approval of Minutes.

- February 10, 2015, Governing Board Meeting
- February 10, 2015, Governing Board Workshop

THE FEBRUARY 10, 2015 GOVERNING BOARD MEETING AND WORKSHOP MINUTES WERE APPROVED WITH THE CONSENT ITEMS.

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

- Tom Mirti gave a presentation of hydrologic conditions of the District.
- Cooperating Agencies and Organizations - None

**Governing Board Legal Counsel**

Agenda Item No. 8 – Update of Legal Activities

**DIVISION OF ADMINISTRATION AND OPERATIONS**

Agenda Item No. 9 – Approval of January 2015 Financial Report. Approved on Consent.

Agenda Item No. 10 – Declaration as Surplus and Disposition of Capital Assets to R. O. Ranch, Inc. Dave Dickens, Director, Division of Administration and Operations, presented staff recommendation to the Governing Board to declare the list of capital assets reported on the Board memo as surplus and authorize transfer of titles to R. O. Ranch, Inc.

DR. COLE MADE A MOTION TO DECLARE THE LIST OF CAPITAL ASSETS REPORTED ON THE BOARD MEMO AS SURPLUS AND AUTHORIZE TRANSFER OF TITLES TO R. O. RANCH, INC. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 11 – R. O. Ranch, Inc. Management Agreement Amendment. Mr. Dickens presented staff recommendation to the Governing Board to approve and execute an amendment to the Agreement for Management and Operations of R. O. Ranch, Inc., to allow R. O. Ranch, Inc., to develop and approve their own fee schedule without District approval, and to remove previously transferred personal property from the agreement, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE AND EXECUTE AN AMENDMENT TO THE AGREEMENT FOR MANAGEMENT AND OPERATIONS OF R. O. RANCH, INC., TO ALLOW R. O. RANCH, INC., TO DEVELOP AND APPROVE THEIR OWN FEE SCHEDULE WITHOUT

DISTRICT APPROVAL, AND TO REMOVE PREVIOUSLY TRANSFERRED PERSONAL PROPERTY FROM THE AGREEMENT. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 12 – Wildlands Fire Services Contract Amendment for Fiscal Year 2014/2015. - **Updated** Mr. Dickens presented staff recommendation to the Governing Board to authorize the Executive Director to amend the contract with Wildlands Fire Services to allow funding originally designated for prescribed fire work in Mallory Swamp be applied to prescribed fire work on other tracts recommended by District staff.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE CONTRACT WITH WILDLANDS FIRE SERVICES TO ALLOW FUNDING ORIGINALLY DESIGNATED FOR PRESCRIBED FIRE WORK IN MALLORY SWAMP BE APPLIED TO PRESCRIBED FIRE WORK ON OTHER TRACTS RECOMMENDED BY DISTRICT STAFF. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 13 – Land and Facilities Operations Activity Summary. The Land and Facilities Operations Activity Summary was provided as an informational item in the Board materials.

#### **DIVISION OF WATER SUPPLY**

Agenda Item No. 14 – Water Conservation Month Proclamation. **Updated.** Carree Olshansky, Water Conservation Specialist, presented staff recommendation to the Governing Board to declare April 2015 as Water Conservation Month.

MR. ALEXANDER MADE A MOTION TO DECLARE APRIL 2015 AS WATER CONSERVATION MONTH. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 15 – Groundwater Awareness Week Proclamation. Carlos Herd, Director, Division of Water Supply, presented staff recommendation to the Governing Board to declare March 8-14, 2015 as Groundwater Awareness Week.

MRS. JOHNS MADE A MOTION TO DECLARE MARCH 8-14, 2015 AS GROUNDWATER AWARENESS WEEK. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 16 – Approval to Enter into Contract for the March 2015 Florida Department of Environmental Protection Springs Agricultural Cost-Share Program. Megan Wetherington, Senior Professional Engineer, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into a contract with one applicant for the DEP Springs Agricultural Cost-Share Program.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH ONE APPLICANT FOR THE DEP SPRINGS AGRICULTURAL COST-SHARE PROGRAM CONTINGENT ON VERIFICATION THAT ALL WELLS ARE SUBJECT TO APPROPRIATE PERMITTING AND APPROVAL. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 17 – Approval to Accept Funds from Florida Department of Environmental Protection and Approval of Resolution 2015-03 for Amendment No. 10 of the Fiscal Year 2014-2015 Budget.  
Approved on Consent.

Agenda Item No. 18 – Agricultural Water Use Monitoring Update. Mrs. Wetherington updated the Board on the 2014 Agricultural Water Use report.

#### **DIVISION OF WATER RESOURCES**

Erich Marzolf, Director, Division of Water Resources, updated the Board on the Valdosta Wastewater project.

#### **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 19 – Approval of a Modification of Water Use Permit 2-079-220935-3, with a 0.0220 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.2391 mgd of Groundwater for Agricultural Use to Willie P. Agner, Sr., The Williams Place Project, Madison County, with Seventeen Standard Conditions and Four Special Limiting Conditions. – Approved on Consent.

Agenda Item No. 20 – Approval to Enter Into Contracts for the 2015 Fiscal Year Local Government Regional Initiative Valuing Environmental Resources (RIVER) Cost Share Program. Tim Sagul, Director, Division of Resource Management, presented staff recommendation to the Governing Board to authorize the Executive Director to enter into 16 contracts with 13 applicants for the 2015 fiscal year Local Government RIVER Cost-Share Program.

Board Chair asked City of Archer Representative questions regarding their RIVER application.

MRS. SANCHEZ MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO 16 CONTRACTS WITH 13 APPLICANTS FOR THE 2015 FISCAL YEAR LOCAL GOVERNMENT RIVER COST-SHARE PROGRAM. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 21 – Permitting Summary Report. The Permitting Summary Report was provided as an informational item in the Board materials.

Agenda Item No. 22 – Enforcement Status Report. – **Updated.** The Enforcement Status Report was provided as an informational item in the Board materials.

#### **EXECUTIVE OFFICE**

Agenda Item No. 23 – Rescission of Program Directive 2011-03LM Regarding Guidelines and Procedures for Consistency Regarding Identification and Disposition of Surplus Real Property.

Dr. Ann Shortelle, Executive Director, presented a recommendation to the Governing Board to rescind Program Directive 2011-03LM regarding guidelines and procedures for consistency regarding identification and disposition of surplus real property.

MR. CURTIS MADE A MOTION TO RESCIND PROGRAM DIRECTIVE 2011-03LM REGARDING GUIDELINES AND PROCEDURES FOR CONSISTENCY REGARDING IDENTIFICATION AND DISPOSITION OF SURPLUS REAL PROPERTY. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 24 – Approval of Resolution No. 2015-05 Amending Previously Adopted Resolution 2014-29 Regarding Fiscal Year 2014-2015, Legislative Appropriations Act, for Release of Operations and Environmental Resource Permitting Funds. Dr. Shortelle presented a recommendation to the Governing Board to approve Resolution No. 2015-05, amending Resolution 2014-29 to authorize the request for release of funds from quarterly to monthly.

MRS. JOHNS MADE A MOTION TO APPROVE RESOLUTION NO. 2015-05, AMENDING RESOLUTION 2014-29 TO AUTHORIZE THE REQUEST FOR RELEASE OF FUNDS FROM QUARTERLY TO MONTHLY. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 25 – Reimbursement Request to the Department of Environmental Protection for the Period of October 1, 2014 through February 28, 2015 for District Operational Expenditures.

Dr. Shortelle presented a recommendation to the Governing Board to authorize the Executive Director to request reimbursement from the Department of Environmental Protection in the amount of \$2,823,075.17 for the period of October 1, 2014 through February 28, 2015, for District Operational Expenditures.

MRS. JOHNS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO REQUEST REIMBURSEMENT FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$2,823,075.17 FOR THE PERIOD OF OCTOBER 1, 2014 THROUGH FEBRUARY 28, 2015, FOR DISTRICT OPERATIONAL EXPENDITURES. THE MOTION WAS SECONDED BY MRS. SANCHEZ. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 26 – Approval of Resolution 2015-06 Requesting Release and Transfer of Funds from the Water Management Lands Trust Funds for Springs Protection and Restoration Projects.

Dr. Shortelle presented a recommendation to the Governing Board to approve Resolution 2015-06 requesting the Department of Environmental Protection to release and transfer in the amount of \$1,744,856 for springs protection and restoration projects.

MRS. JOHNS MADE A MOTION TO APPROVE RESOLUTION 2015-06 REQUESTING THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RELEASE AND TRANSFER IN THE

AMOUNT OF \$1,744,856 FOR SPRINGS PROTECTION AND RESTORATION PROJECTS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 27 – **Public Hearing** and Consideration of Resolution Number 2015-04 Authorizing the Purchase of the Turtle Spring Tract from G. Winston Lovelace, et al, 90.62 acres +/- in Lafayette County, Declaring Certain Lands to be Surplus, and Approving Amendment Number 11 to the Fiscal Year 2014/2015 Budget. – Updated Agenda Order and Updated Board Material. Jon Dinges, Assistant Executive Director, presented a recommendation to the Governing Board, subject to public comment that may be received, to approve and execute Resolution Number 2015-04 authorizing the Executive Director to exercise an option contract to purchase the Turtle Spring Tract from G. Winston Lovelace, et al, 90.62 acres +/- in Lafayette County, declaring 32.32 acres +/- to be surplus, and approving Amendment Number 11 to the Fiscal Year 2014/2015 budget from \$36,796,383 to \$37,373,083 to recognize \$576,700 in unanticipated revenues from the Florida Forever Trust Fund for land purchase and acquisition costs.

Chair Quincey opened the public hearing regarding Agenda Item No. 27 to receive public comment.

Paul Still provided comments to the Governing Board.

Chair Quincey closed the public hearing.

MR. CURTIS MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION NUMBER 2015-04, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXERCISE AN OPTION CONTRACT TO PURCHASE THE TURTLE SPRING TRACT FROM G. WINSTON LOVELACE, ET AL, 90.62 ACRES +/- IN LAFAYETTE COUNTY, DECLARING 32.32 ACRES +/- TO BE SURPLUS, AND APPROVING AMENDMENT NUMBER 11 TO THE FISCAL YEAR 2014/2015 BUDGET FROM \$36,796,383 TO \$37,373,083 TO RECOGNIZE \$576,700 IN UNANTICIPATED REVENUES FROM THE FLORIDA FOREVER TRUST FUND FOR LAND PURCHASE AND ACQUISITION COSTS. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 28 – Approval of Resolution 2015-07 Requesting Release and Transfer of Florida Forever Trust Fund to be used on Water Resource Development Projects. – Updated Agenda Order. Dr. Shortelle presented a recommendation to the Governing Board to approve Resolution 2015-07, requesting release and transfer of \$1,485,929.61 from the Florida Forever Trust Fund to be used on Water Resource Development project implementation and associated design and engineering costs as identified in the 2015 Florida Forever Report.

MRS. JOHNS MADE A MOTION TO APPROVE RESOLUTION 2015-07, REQUESTING RELEASE AND TRANSFER OF \$1,485,929.61 FROM THE FLORIDA FOREVER TRUST FUND TO BE USED ON WATER RESOURCE DEVELOPMENT PROJECT IMPLEMENTATION AND ASSOCIATED DESIGN AND ENGINEERING COSTS AS IDENTIFIED IN THE 2015 FLORIDA FOREVER REPORT. THE MOTION WAS SECONDED BY MR. JONES. UPON VOTE OF THE GOVERNING

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March 10, 2015  
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BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, JOHNS, JONES, SANCHEZ, WILLIAMS AND QUINCEY.)

Agenda Item No. 29 – North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Update. A North Florida Regional Water Supply Partnership Stakeholder Advisory Committee update was provided as an informational item in the Board materials.

Agenda Item No. 30 – Land Acquisition and Disposition Activity Report. The Land Acquisition and Disposition Activity Report was provided as an informational item in the Board materials.

Agenda Item No. 31 - District's Weekly Activity Reports. The District's Weekly Activity Reports were provided as an informational item in the Board materials.

Meeting adjourned at 11:05 a.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  
 March 10, 2015

District Headquarters  
 Live Oak, FL

Governing Board:

Seat	Name	Office	Present	Not Present
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	X
At Large	Virginia H. Johns		X	
At Large	Virginia Sanchez		X	
At Large	Guy N. Williams			X
At Large	Gary Jones			X

Governing Board General Counsel

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

Staff:

Position	Name	Present	Not Present
Executive Director	Ann B. Shortelle, Ph.D.	X	
Assistant Executive Director	Jon Dinges	X	
Governmental Affairs/Comm. Director	Steve Minnis		X
Administration & Operations Division Director	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:

Linda Clemens, FDEP	Merrilee Malwitz-Jipson, Our Santa Fe River
Charles Shinn, Florida Farm Bureau	Kent Koptiuch, Nestle
Steve Gladin	Paul Still, BSWCS
Bill McKinstry, SRWMD	High Thomas, FDACS
Warren Zwanka, SRWMD	Carlos Herd, SRWMD
Megan Wetherington, SRWMD	Tommy Kiger, SRWMD
Abby Johnson, SRWMD	Tammie Girard, SRWMD
Carrie Olshansky, SRWMD	

Water Management Districts Metrics

Dave Dickens presented the administrative costs associated with the FDEP metrics.

Tim Sagul presented the water use and environmental resource permitting metrics with the number of applications in-house longer than 6 months and how long it takes the District to issue individual permits. He provided the Board with measures taken to improve the metrics.

Water Conservation 101 and Update on District Projects

Carree Olshansky, Water Conservation Specialist, presented a workshop covering the District's water conservation programs and activities from the past two years.

The workshop ended at 3:05 p.m.

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Chair

ATTEST:

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MEMORANDUM

TO: Governing Board

FROM: Dave Dickens, Division Director, Administration & Operations

DATE: March 30, 2015

RE: Approval of February 2015 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the February 2015 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.

DD/bmp  
Enclosures

**Suwannee River Water Management District  
Cash Report  
February 2015**

<b>ACCOUNT</b>	<b>Monthly Interest</b>	<b>Interest Rate %</b>	<b>Closing Balance</b>
Bank of America Permit Fee	-	-	\$154,686.74
First Federal Permit Fee	\$4.05	0.30%	\$17,850.46
First Federal Depository	\$481.55	0.40%	\$1,095,703.00
SPIA	\$71,898.24	1.95%	\$48,150,788.87
SBA Fund A	\$49.61	0.16%	\$341,653.80
<b>TOTAL</b>	<b>\$72,433.45</b>		<b>\$49,760,682.87</b>

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending February 28, 2015  
(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 2/28/2015</b>	<b>Variance (Under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$5,584,081	\$ 4,483,995	\$ (1,100,086)	80%
Intergovernmental Revenues	\$21,947,612	2,219,717	(19,727,895)	10%
Interest on Invested Funds	\$354,000	288,641	(65,359)	82%
License and Permit Fees	\$75,000	70,070	(4,930)	93%
Other	\$410,000	286,810	(123,190)	70%
Fund Balance	\$8,395,690	976,085	(7,419,605)	12%
<b>Total Sources</b>	<b>\$36,766,383</b>	<b>\$ 8,325,318</b>	<b>\$ (28,441,066)</b>	<b>23%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$9,199,683	\$ 2,272,824	\$ 159,572	\$ 6,767,287	25%	26%
Acquisition, Restoration and Public Works	\$21,764,785	1,705,812	-	20,058,973	8%	8%
Operation and Maintenance of Lands and Works	\$2,700,630	795,562	6,723	1,898,345	29%	30%
Regulation	\$1,278,445	459,344	15,535	803,566	36%	37%
Outreach	\$250,484	78,334	-	172,150	31%	31%
Management and Administration	\$1,572,356	621,784	112,910	837,662	40%	47%
<b>Total Uses</b>	<b>\$36,766,383</b>	<b>\$ 5,933,662</b>	<b>\$ 294,739</b>	<b>\$ 30,537,982</b>	<b>16%</b>	<b>17%</b>

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

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

This financial statement is prepared as of February 28, 2015 and covers the interim period since the most recent audited financial statements.

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Recap of All Funds	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	7,405,610.79	0.00	36,766,383.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	2,146,374.83	0.00	6,226,399.00
TOTAL OTHER PERSONAL SERVICES	1,664,647.07	19,052.29	21,969,868.00
TOTAL OPERATING EXPENSES	547,173.27	51,348.67	2,083,138.00
TOTAL CAPITAL OUTLAY	195,513.85	167,769.95	653,459.00
TOTAL FIXED CAPITAL OUTLAY	777,269.85	0.00	786,915.00
TOTAL INTERAGENCY EXPENSES	602,682.66	10,174.95	5,046,604.00
TOTAL EXPENSES	<u>5,933,661.53</u>	<u>250,345.86</u>	<u>36,766,383.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	1,471,949.26	(250,345.86)	0.00
NET CHANGE IN FUND BALANCE	✓ 976,085.00		

Fund 01: General Fund	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	5,075,853.95	0.00	15,726,647.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	1,259,776.60	0.00	3,541,103.00
TOTAL OTHER PERSONAL SERVICES	79,477.27	3,517.47	2,562,734.00
TOTAL OPERATING EXPENSES	468,338.21	34,450.75	1,586,796.00
TOTAL CAPITAL OUTLAY	164,352.29	169,769.95	553,700.00
TOTAL FIXED CAPITAL OUTLAY	190,255.00	0.00	200,000.00
TOTAL INTERAGENCY EXPENSES	46,012.54	0.00	676,641.00
TOTAL EXPENSES	<u>2,208,211.91</u>	<u>207,738.17</u>	<u>9,120,974.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>2,867,642.04</u>	<u>(207,738.17)</u>	<u>6,605,673.00</u>

Fund 03: Lobbyist Registration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	640.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	1,997.46	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	123.62	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>2,121.08</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (1,481.08)	0.00	0.00

\*Excess to be covered by Reserves

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 04: Ichetucknee Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	4,250,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	101,505.84	0.00	4,250,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	2,750.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>101,505.84</u>	<u>0.00</u>	<u>4,252,750.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(101,505.84)</u>	<u>0.00</u>	<u>(2,750.00)</u>

\*Excess to be covered by Carryover from FY 2014 / Fund Balance

Fund 05: Middle Suwannee	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	1,430,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	55,385.10	0.00	1,430,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>55,385.10</u>	<u>0.00</u>	<u>1,430,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(55,385.10)</u>	<u>0.00</u>	<u>0.00</u>

\*Excess to be covered by Carryover from FY 2014 / Fund Balance

Fund 06: Springs Restoration	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	8,123,660.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	2,256.90	0.00	441,800.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	8,215,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	1,265,100.00
<b>TOTAL EXPENSES</b>	<u>2,256.90</u>	<u>0.00</u>	<u>9,921,900.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(2,256.90)</u>	<u>0.00</u>	<u>(1,798,240.00)</u>

\*Excess to be covered by DEP Reimbursement Grant

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 07: Local Revenue	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	105,600.00	0.00	84,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	70,000.00	0.00	84,000.00
<b>TOTAL EXPENSES</b>	<u>70,000.00</u>	<u>0.00</u>	<u>84,000.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>35,600.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 08: WMLTF / Springs	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	463,728.47	0.00	2,213,161.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	269,354.05	0.00	732,724.00
TOTAL OTHER PERSONAL SERVICES	573,248.09	0.00	2,331,991.00
TOTAL OPERATING EXPENSES	468.80	0.00	25,750.00
TOTAL CAPITAL OUTLAY	0.00	0.00	49,009.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	117,392.24	10,174.95	312,181.00
<b>TOTAL EXPENSES</b>	<u>960,463.18</u>	<u>10,174.95</u>	<u>3,451,655.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(496,734.71)</u>	<u>(10,174.95)</u>	<u>(1,238,494.00)</u>

\*Excess to be covered by DEP Reimbursement Grant

Fund 10: Florida Forever & P-2000	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
<b>TOTAL REVENUES</b>	0.00	0.00	363,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	11,831.80	0.00	47,385.00
TOTAL OTHER PERSONAL SERVICES	40,334.25	0.00	923,000.00
TOTAL OPERATING EXPENSES	922.58	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	100.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
<b>TOTAL EXPENSES</b>	<u>53,188.63</u>	<u>0.00</u>	<u>970,385.00</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(53,188.63)</u>	<u>0.00</u>	<u>(607,385.00)</u>

\*Excess to be covered by Carryover from FY 2014 / Fund Balance

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 11: FEMA FY 2009	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	5,995.25	0.00	14,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	5,995.25	0.00	14,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>5,995.25</u>	<u>0.00</u>	<u>14,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 12: DOT ETDM	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	30.44	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>30.44</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ <u>(30.44)</u>	<u>0.00</u>	<u>0.00</u>

\*Excess to be covered by Carryover from FY 2014 / Fund Balance

Fund 13: WMLTF / Operations	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	892,360.52	0.00	2,918,915.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	255,915.08	0.00	613,197.00
TOTAL OTHER PERSONAL SERVICES	244,785.43	0.00	932,900.00
TOTAL OPERATING EXPENSES	67,918.31	14,167.01	407,208.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	586,914.85	0.00	586,915.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	178,500.00
TOTAL EXPENSES	<u>1,155,533.67</u>	<u>14,167.01</u>	<u>2,718,720.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>(263,173.15)</u>	<u>(14,167.01)</u>	<u>200,195.00</u>

\*Excess to be covered by DEP Reimbursement Grant

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 15: ERP & Wetlands	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	266,843.20	0.00	453,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	223,953.49	0.00	588,021.00
TOTAL OTHER PERSONAL SERVICES	27,630.06	15,534.82	58,000.00
TOTAL OPERATING EXPENSES	6,545.51	0.00	46,000.00
TOTAL CAPITAL OUTLAY	31,161.56	0.00	50,750.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	15,000.00
TOTAL EXPENSES	<u>289,290.62</u>	<u>15,534.82</u>	<u>757,771.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (22,447.42)	(15,534.82)	(304,771.00)

\*Excess to be covered by Reserves

Fund 16: Delineated Areas	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	19,001.08	0.00	37,814.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,711.00
TOTAL OPERATING EXPENSES	449.65	0.00	4,500.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>19,450.73</u>	<u>0.00</u>	<u>44,025.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (19,450.73)	0.00	(44,025.00)

\*Excess to be covered by Reserves

Fund 17: License & Permit Fees	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	29,726.51	0.00	75,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	101,898.44	0.00	224,355.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	1,548.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>101,898.44</u>	<u>0.00</u>	<u>225,903.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (72,171.93)	0.00	(150,903.00)

\*Excess to be covered by Reserves

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 19: DOT Mitigation	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	359.49	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>359.49</u>	<u>0.00</u>	<u>0.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (359.49)	0.00	0.00

\*Excess to be covered by Reserves

Fund 29: SRP	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	175,539.64	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	175,539.64	0.00	227,000.00
TOTAL EXPENSES	✓ <u>175,539.64</u>	<u>0.00</u>	<u>227,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>(227,000.00)</u>

Fund 44: Surface Water Improvement	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	37,729.59	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	0.00	0.00	3,984.00
TOTAL OPERATING EXPENSES	1,354.59	2,730.91	10,134.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	36,375.00	0.00	44,815.00
TOTAL EXPENSES	<u>37,729.59</u>	<u>2,730.91</u>	<u>58,933.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>(2,730.91)</u>	<u>(58,933.00)</u>

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 45: FEMA FY 2010	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	3,837.50	0.00	339,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	3,837.50	0.00	339,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>3,837.50</u>	<u>0.00</u>	<u>339,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 48: FEMA FY 2011	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	232,267.00	0.00	285,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	232,267.00	0.00	285,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>232,267.00</u>	<u>0.00</u>	<u>285,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 51: District Ag Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	87,845.87	0.00	0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	40,000.00
TOTAL EXPENSES	<u>87,845.87</u>	<u>0.00</u>	<u>40,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>✓ (87,845.87)</u>	<u>0.00</u>	<u>(40,000.00)</u>

\*Excess to be covered by Reserves

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE DETAIL**

February 28, 2015

Fund 53: District River Cost Share	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	0.00	0.00	0.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	96,846.25	0.00	130,000.00
TOTAL OPERATING EXPENSES	1,052.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	157,363.24	0.00	2,203,367.00
TOTAL EXPENSES	<u>255,261.49</u>	<u>0.00</u>	<u>2,333,367.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	✓ (255,261.49)	0.00	(2,333,367.00)

\*Excess to be covered by Reserves

Fund 54: FEMA FY 2012	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	58,361.66	0.00	362,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	58,361.66	0.00	362,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>58,361.66</u>	<u>0.00</u>	<u>362,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Fund 55: FEMA FY 2013	<u>Y-T-D</u> <u>ACTUAL</u>	<u>ENCUM.</u>	<u>ANNUAL</u> <u>BUDGET</u>
<b>REVENUES</b>			
TOTAL REVENUES	57,127.50	0.00	129,000.00
<b>EXPENDITURES</b>			
TOTAL SALARIES AND BENEFITS	0.00	0.00	0.00
TOTAL OTHER PERSONAL SERVICES	57,127.50	0.00	129,000.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL FIXED CAPITAL OUTLAY	0.00	0.00	0.00
TOTAL INTERAGENCY EXPENSES	0.00	0.00	0.00
TOTAL EXPENSES	<u>57,127.50</u>	<u>0.00</u>	<u>129,000.00</u>
EXCESS REVENUES OVER (UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

## MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Division Director, Administration and Operations  
DATE: March 30, 2015  
RE: Declaration as Surplus and Disposition of Capital Assets

### RECOMMENDATION

**District staff recommends the Governing Board declare the following list of property items as surplus and authorize staff to dispose of these property items in the most cost-effective means as determined by the District and authorized by Chapter 274.05, Florida Statutes.**

### BACKGROUND

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

As provided by F.S., staff recommends the Governing Board declare the list of property items as surplus property and authorize staff to dispose of these items by either trading them when new items are purchased, offering them to other governmental units in the District, offering the property to private nonprofit agencies as defined in s. 273.01(3), F.S., by auction or disposing as scrap. Any remaining electronic equipment will be properly recycled using A1 Assets, a recognized company by the State of Florida Department of Environmental Protection, to properly recycle equipment.

DD/bmp  
Enclosure

<b>Asset #</b>	<b>Description</b>	<b>Year Purchased</b>	<b>Purchase Price</b>	<b>Reason</b>
2705	Ice-o-matic Ice Machine	2003	\$3,918.00	End of life
2778	Ford F-250 4x4 Truck	2004	\$19,639.00	End of life
2816	Dell Latitude D600 PC	2004	\$2,090.79	End of life
2825	CalComp Scanner	2005	\$14,265.00	End of life
2879	Dell Switch Array	2005	\$4,315.49	End of life
2880	Dell Switch Array	2005	\$4,315.49	End of life
2893	Integrated Voice Server	2005	\$13,494.00	End of life
2894	Siemens SLA24 Card	2005	\$1,870.00	End of life
2968	8-Port Upgrade	2006	\$2,900.00	End of life
2969	8-Port Upgrade	2006	\$2,900.00	End of life
3041	APC UPS UPGRADE	2007	\$1,207.60	End of life
3042	APC UPS UPGRADE	2007	\$1,207.60	End of life
3058	Dell OptiPlex 755 PC	2007	\$1,960.53	End of life
3102	Dell Latitude E6400 PC	2008	\$2,013.58	End of life
3104	Dell Latitude E6400 PC	2008	\$2,013.57	End of life
3105	Dell Latitude E6500 PC	2008	\$1,706.60	End of life
3106	Dell Latitude E6400 ATG PC	2008	\$2,485.60	End of life
3113	Dell Latitude E6400 PC	2009	\$1,673.60	End of life
3114	Dell Latitude E6500 PC	2009	\$1,659.20	End of life
3115	Dell OptiPlex 780 PC	2009	\$1,757.95	End of life
3116	Dell Latitude E6500 PC	2009	\$1,706.60	End of life
3117	Dell Latitude E6500 PC	2009	\$1,706.60	End of life
3118	Dell Latitude E6500 PC	2009	\$1,706.60	End of life
3119	Dell Latitude E6500 PC	2009	\$1,706.60	End of life
3120	Dell Latitude E6500 PC	2009	\$1,706.60	End of life
3129	Dell Latitude E6400 PC	2009	\$1,659.20	End of life
3130	Dell Latitude E6400 ATG PC	2009	\$2,485.60	End of life
3131	Dell Latitude E6400 PC	2009	\$1,659.20	End of life
3132	Dell Latitude E6400 PC	2009	\$1,659.20	End of life
3154	Dell Latitude E6400 ATG PC	2009	\$2,469.50	End of life
3156	Dell Latitude E6500 PC	2009	\$1,829.72	End of life
3159	Dell Latitude E6400 ATG PC	2010	\$2,470.44	End of life
3161	Dell Latitude E6400 PC	2010	\$1,685.38	End of life
3162	Dell OptiPlex 780 PC	2010	\$1,757.95	End of life
3163	Dell OptiPlex 780 PC	2010	\$1,757.95	End of life
3173	Dell OptiPlex 780 PC	2010	\$1,674.12	End of life
3178	Dell Latitude E6510 PC	2010	\$1,705.05	Water Damage

## MEMORANDUM

TO: Governing Board  
FROM: Dave Dickens, Director, Administration and Operations  
DATE: March 30, 2015  
SUBJECT: Land and Facilities Operations Activity Summary

Staff met with Florida Department of Environmental Protection State Parks on February 19, 2015, and February 20, 2015. Staff reviewed the Manatee Springs State Park Tract (aka Mead Scott Tract), Allen Mill Pond Lafayette Blue Springs State Park Tract, Big Shoals State Park Tract and Stephen Foster State Park Tract (aka Carter Camp Tract), lease agreements, land management plans, current management activities and discussed future activities. All activities are in accordance with the lease agreements.

Staff continued the review of three conservation easements during the past month:

- Ace Ranch – Lafayette County (Staff prepared a draft amendment to deal with an offer to purchase presented to the Lands Committee; the Lands Committee forwarded it to mediation.)
- Deep Creek – Columbia County (Bill McKinstry has reviewed the digital line work and revised some of the work based on District data. Staff will determine a course forward for this Conservation Easement.)
- Jennings Bluff – Hamilton County (Staff will begin coordinating with the representative of Jennings Bluff Plantation to determine a course forward that will be presented to the Lands Committee.)

Burning activities were conducted during the report period of February 4, 2015, through March 12, 2015.

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.

/bmp

**LAND AND FACILITIES OPERATIONS**

Prescribed Fire

<b>Summary Table FY 2015</b>	<b>2015 Target Acres</b>	<b>Acres Complete</b>
Suwannee River Water Management District	10,750	3,690
Florida Forest Service burns on Twin Rivers State Forest	2,000	1,012
<b>TOTAL</b>	<b>12,750</b>	<b>4,702</b>

Prescribed Burn Activity

<b>TRACT</b>	<b>COUNTY</b>	<b>ATK1</b>	<b>B&amp;B DUGGER</b>	<b>NRPS</b>	<b>WFS</b>	<b>FFS COOP</b>	<b>FFS TRSF</b>	<b>TOTAL ACRES</b>	<b>TOTAL WILDFIRE ACRES</b>
Cuba Bay	Madison		262						
Jones Mill Creek	Jefferson		411						
Withlacoochee Quail Farm	Madison		240						
Holton Creek	Hamilton			508					0
Ellaville	Madison						318		
Anderson	Suwannee						33		
Mill Creek North	Madison						38		
Mill Creek South	Madison						161		
<i>Sub-total for Period</i>		0	913	508	0	0	550	1,971	0
<i>Previous Acres Burned</i>		0	691	748	830	0	462	0	4
<b>Total Acres</b>		<b>0</b>	<b>1,604</b>	<b>1,256</b>	<b>830</b>	<b>0</b>	<b>1,012</b>	<b>4,702</b>	<b>4</b>

## Timber

- Harvesting commenced on the Steinhatchee Rise Timber Sale on December 3, 2014. Timber harvesting was completed on January 9, 2015.
- Little Shoals #4 is too wet to harvest.
- The contract has been executed on the Mill Creek North # 4 Timber Sale, and the pre-harvest meeting was held on December 31, 2014. Currently, the tract is too wet to harvest.
- The contract has been executed on the Steinhatchee Springs #12 Timber Sale. Harvesting started on March 2. Staff is monitoring ground conditions as the river begins to drop.

Tract	Contract	Acres	Tons Harvested	Revenue	Status	Contract End Date
Little River #4	13/14-134	478	17,854	\$98,905	Complete	October 6, 2014
Steinhatchee Rise #2	13/14-229	70	3,777	\$61,347.56	Harvest Complete	August 30, 2015
Little Shoals #4	14/15-023	129	0			October 30, 2015
Mill Creek North #4	14/15-049	211	0			December 22, 2015
Steinhatchee Springs #12	14/15-061	78	0			January 6, 2016

## Conservation Easement Monitoring

- Plum Creek: (Waccassasa, Manatee Springs/Suwannee Swamp and Gainesville Wellfield) Staff has reviewed, commented on the management plan, and met with Plum Creek about the management plan. Field inspections are being planned for March and June.
- Bascom Southern: (California Swamp) Staff has met with Campbell Global, conducted the office interview and completed a portion of the field inspection. Plans are to finish the field inspection and report by April 1.
- Bailey Bothers, Inc.: (Hines Tract) Staff has met with the principal, and reviewed and approved the management plan. Preliminary field inspection is planned for late February.
- Loncala, Inc.: (Monteocha Creek, Alapaha River and Santa Fe River) Staff has met with Loncala to review field operations in Gilchrist County.
- Sheppard Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Tisdale Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.
- Meeks Conservation Easement: During the first week of March, staff met with the owner and completed the annual inspection, monitoring report and management plan for the easement.

## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Third Amendment to Interagency Agreement Between Suwannee River Water Management District, St. Johns River Water Management District, and Florida Department of Environmental Protection

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to execute the third amendment to the Interagency Agreement between Suwannee River Water Management District, St. Johns River Water Management District, and the Florida Department of Environmental Protection.**

### BACKGROUND

The parties have identified the need to consolidate, restate, amend, and replace the existing Interagency Agreement. The amended agreement adds two new paragraphs setting forth how Suwannee River Water Management District and St. Johns River Water Management District will work cooperatively to address those times when an emergency condition exists due to a water shortage within an area or areas of a district where water bodies in such areas are reasonably expected to also be harmed by withdrawals within an adjacent District.

Staff has coordinated the proposed third amendment with St. Johns River Water Management District and the Florida Department of Environmental Protection. Staff has attached a copy to this memorandum.

CH/dd

**INTERAGENCY AGREEMENT CONSOLIDATING, RESTATING, AMENDING, AND REPLACING  
THE PREVIOUS INTERAGENCY AGREEMENT AND AMENDMENTS THERETO  
BETWEEN  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
AND  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS INTERAGENCY AGREEMENT (“Agreement”), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as “SRWMD”, and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as “SJRWMD”, and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the “Department” (collectively, “the Parties”), is entered into three originals this \_\_\_\_ day of \_\_\_\_\_, 2015.

**NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

A) This Agreement consolidates, restates, amends, and replaces in its entirety the original Interagency Agreement between SRWMD, SJRWMD, and the Department (collectively, “the Parties”) entered into on September 13, 2011, as amended on February 28, 2012, and as amended again on January 25, 2013, (copies of which are attached hereto as Composite Exhibit A). This Agreement adds two new paragraphs setting forth how SRWMD and SJRWMD will work cooperatively to address those times when an emergency condition exists due to a water shortage within an area or areas of a district where water bodies in such area(s) are reasonably expected to also be harmed by withdrawals within an adjacent district.

B) Effective water management in Northeast Florida requires close coordination between the SRWMD and the SJRWMD to ensure resource protection and equitable treatment of water users in the two districts.

C) This Agreement set forth specific responsibilities of the Parties to achieve appropriate coordination with respect to the Districts’ water supply and consumptive use permitting responsibilities in Northeast Florida, and to how the districts will handle certain water shortage emergency conditions. SRWMD and SJRWMD agree that there have been changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in northeast Florida and southeast Georgia (Study Area). Both districts are united in the determination that additional data and analysis are necessary to better understand the factors that have caused these changes and the potential impact to the water resources within both

districts. Both districts agree to evaluate the changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer.

SRWMD and SJRWMD have developed a scope of work to evaluate changes and potential impacts to the Upper Floridan aquifer and connected water resources, including:

1. Assessing the factors that drive changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
2. To the extent possible, investigating the proportional effect of each factor driving changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
3. Studying the trends in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
4. To the extent possible, evaluating which hydrologic features are most susceptible to changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
5. Assessing to what extent hydrologic features may be affected by changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.

Existing scientific literature and data will provide the basis for successful completion of the scope of work. At their discretion, the Florida Geological Survey will participate in the technical document review and evaluation. The deliverable for the scope of work will be a co-authored report of findings that will supplement the districts' planning and permitting decisions, as well as the other elements of this Agreement.

Upon 30 days written notice by SRWMD or SJRWMD, SRWMD and SJRWMD agree to engage the National Research Council's Water Science and Technology Board (WSTB) to review the co-authored report of findings and provide recommendations regarding data collection and modification of scope of work, if necessary. If data collection and modification of scope of work are deemed necessary by the WSTB, and agreed to either by SRWMD or SJRWMD, then upon completion of said recommendation of data collection and scope of work, SRWMD and SJRWMD will resubmit an amended report of findings to the WSTB for review as outlined below. SRWMD and SJRWMD shall share equally in the cost of WSTB activities and additional research efforts that result from WSTB recommendations. If no further modifications to scope of work or data collection are necessary, then WSTB will evaluate the co-authored report of findings and either submit a report certifying the co-authored report of findings as being the best available information for planning and permitting decisions, or submit a report documenting the WSTB method of review, findings and conclusions of fact that differ from the those of the co-authored report submitted by SRWMD and SJRWMD. The Parties agree to accept the results as the best available information for planning and permitting decisions.

D) Development of a Joint Regional Groundwater Flow Model. In order to develop consistency in planning and permitting decisions, SRWMD and SJRWMD agree to jointly develop regional groundwater and surface water models. The Parties agree that one model will enhance efficiency and effectiveness for the process.

E) Data Needs and Analysis Collection. SRWMD and SJRWMD will respect each others' data and continue to share monitoring and technical data, and to communicate regularly concerning water resource issues of concern, including but not limited to: permitting, minimum flows and levels, water resource constraints analyses, regional water supply planning, and district-wide water supply assessments.

SRWMD and SJRWMD will strive to improve their working relationship to include agreement on the most appropriate tools to evaluate water resource concerns based upon the geomorphologic, hydraulic, and geologic/hydrogeologic conditions of an area of concern.

F) Minimum Flows and Levels. When setting minimum flows and levels ("MFLs") in the northeast Florida area, SRWMD and SJRWMD shall:

1. Develop one consistent MFL process,
2. Develop one consistent definition of "harm," and,
3. Agree to the environmental constraints developed by each district in the absence of an MFL.

The Department will review and comment regarding proposed MFLs, MFL process, definition of "harm" and environmental constraints.

G) Development of Prevention and Recovery Strategy. SRWMD and SJRWMD will develop and implement one MFL prevention and recovery strategy when withdrawals in one district contribute to water resource impacts in the other district. MFL prevention and recovery strategies will be described within the regional water supply plans of SRWMD and SJRWMD. The Department will review and comment regarding the strategies by SRWMD and SJRWMD.

H) Joint Regional Water Supply Planning. SRWMD and SJRWMD agree to prepare a joint regional water supply plan encompassing, at a minimum, the northern nine counties within the SJRWMD and any Water Resource Caution Areas designated by the SRWMD that are contiguous with the boundary between the Districts. SRWMD, SJRWMD, and the Department will jointly establish and coordinate an open public process, cooperative with all water user groups and other affected and interested parties, consistent with Chapter 62-40.531, Florida Administrative Code, and section 373.709, Florida Statutes.

I) Implementation for Recovery. When it is determined that an MFL is in recovery, SRWMD and SJRWMD shall work together to recover the MFL as expeditiously as possible by reducing demand for groundwater through conservation, alternative water supply ("AWS") projects, or water resource development projects. SRWMD and SJRWMD will prioritize water conservation as the preferred means of reducing demand for potable water, reducing groundwater withdrawals, and the need for more AWS projects.

It is understood that self-supplied agricultural water users are generally limited in their ability to develop AWS projects as described in Fla. Stat. section 373.709(2)(a)2. Therefore, it is understood that groundwater, in most cases, is the most feasible water source for agricultural users.

J) Staffing. In order to promote efficiency and clear communication between SRWMD and SJRWMD under the Agreement, SRWMD has agreed to provide office space, including computer and communications equipment, for a SJRWMD staff member. The staff member will be closely involved with the technical aspects of the Agreement, including but not limited to: analysis of data, planning issues, permitting, MFLs, and recovery and prevention strategies.

K) Department Arbitrator. In the event that the Executive Directors of SRWMD and SJRWMD cannot reach resolution of any of the above issues in this Agreement, then the Department shall act as an arbitrator to resolve the issues.

L) The Chairmen and the Executive Directors of SRWMD and SJRWMD agree to meet at least quarterly to discuss progress under the Agreement. The first progress report is due December 1, 2011, and subsequent progress reports shall be due quarterly thereafter.

M) If the Governing Board of one district determines that an emergency condition exists due to a water shortage within its boundaries, and that water bodies within that district are reasonably expected to be harmed by withdrawals occurring both in that district and in the adjacent district:

1. The governing board of the district experiencing the emergency condition (the declaring district) shall enter a water shortage emergency order when insufficient ground or surface water is available to meet the needs of the users or when conditions are such as to require temporary reduction in total use within the area to protect the water resources from harm. The water shortage emergency order shall identify the water source or sources in the declaring district that are being harmed and shall identify the area or areas within both the declaring district and the adjacent district where a temporary reduction in total water use would protect the water resources from harm.

2. After entry of such water shortage emergency order by the declaring district, the staff of the adjacent district shall work with staff of the declaring district, and staff of the adjacent district shall present within 45 days (unless a longer timeframe is mutually agreed to by both districts), to its governing board for consideration a proposed water shortage emergency order for the area or areas within the adjacent district where withdrawals are reasonably expected to harm the identified water source or sources in the declaring district. In the event the adjacent district does not agree with the declaring district's determination as to the need for an emergency order, it shall refer the matter to the Department pursuant to subsection K, above. If the Department determines that the temporary reduction in total water

use is necessary, the adjacent district shall, upon notice, enter the water shortage emergency order.

3. Upon entry of their respective water shortage emergency orders, each district shall notify each affected permittee within its respective jurisdiction, in accordance with subsection 373.246(6), F.S.

N) By Oct. 1, 2015, to insure greater uniformity in the issuance and application of those water shortage emergency orders contemplated in paragraph M above, SRWMD and SJRWMD agree to work together to:

1. Determine the appropriate factors to be considered in determining whether, and to what extent, such a water shortage emergency exists.
2. Develop a protocol for determining the specific provisions to be included in any resulting water shortage emergency order(s).
3. Coordinate their public outreach and communications efforts regarding such water shortage emergency order(s).
4. Coordinate the enforcement of such water shortage emergency order(s), including the handling of any chapter 120, F.S., administrative actions arising from issuance of such order(s).

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AGREEMENT on the date set forth next to their signature below.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann B. Shortelle, Ph.D.  
Executive Director

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hans G. Tanzler III  
Executive Director

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jonathan P. Steverson  
Secretary

SEP 12 2011

**INTERAGENCY AGREEMENT  
BETWEEN  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
AND  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

ORIGINAL TO FILE \_\_\_\_\_  
COPIES TO \_\_\_\_\_

THIS INTERAGENCY AGREEMENT ("AGREEMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into three originals this 13 day of September, 2011.

**NOW THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

A) Effective water management in Northeast Florida requires close coordination between the SRWMD and the SJRWMD to ensure resource protection and equitable treatment of water users in the two districts.

B) The purpose of this AGREEMENT is to set forth specific responsibilities of SRWMD, SJRWMD, and the DEPARTMENT (hereinafter collectively referred to as "PARTIES") to achieve appropriate coordination with respect to the Districts' water supply and consumptive use permitting responsibilities in Northeast Florida. While SRWMD and SJRWMD agree that there has been a shift in the Groundwater divide over time, SJRWMD believes that additional data and analysis are necessary to determine the cause of this shift and the impact of the shift on the water resources within both districts.

SRWMD and SJRWMD agree to develop a scope of work to define changes and potential impacts in the Floridian aquifer system, including but not limited to, evaluating the effects and causes of migration of the groundwater divide and regional lowering of the potentiometric surface. Furthermore, SRWMD and SJRWMD agree to engage the National Research Council's Water Science and Technology Board to review and provide recommendations to the scope of work. Following review by the Water Science and Technology Board, SRWMD and SJRWMD agree to incorporate the National Research Council's suggestions and jointly execute the scope of work and produce a report for submission to the Water and Science Technology Board for review and recommendations. Following completion of the review and recommendation of the National Research Council study, PARTIES agree to accept the results as the best available information for planning and permitting decisions.

C) Development of a Joint Regional Groundwater Flow Model. In order to develop consistency in planning and permitting decisions, SRWMD and SJRWMD agree to jointly

develop regional groundwater and surface water models. PARTIES agree that one model will enhance efficiency and effectiveness for the process.

D) Data Needs and Analysis Collection. SRWMD and SJRWMD will respect each others' data and continue to share monitoring and technical data, and to communicate regularly concerning water resource issues of concern, including but not limited to: permitting, minimum flows and levels, water resource constraints analyses, regional water supply planning, and district-wide water supply assessments.

SRWMD and SJRWMD will strive to improve their working relationship to include agreement on the most appropriate tools to evaluate water resource concerns based upon the geomorphologic, hydraulic, and geologic / hydrogeologic conditions of an area of concern.

E) Minimum Flows and Levels. When setting minimum flows and levels ("MFLs") in the northeast Florida area, SRWMD and SJRWMD shall:

1. Develop one consistent MFL process,
2. Develop one consistent definition of "harm," and,
3. Agree to the environmental constraints developed by each district in the absence of an MFL.

DEPARTMENT will review and comment regarding proposed MFLs, MFL process, definition of "harm" and environmental constraints.

F) Development of Prevention and Recovery Strategy. SRWMD and SJRWMD will develop and implement one MFL prevention and recovery strategy when withdrawals in one district contribute to water resource impacts in the other district. MFL prevention and recovery strategies will be described within the regional water supply plans of SRWMD and SJRWMD. DEPARTMENT will review and comment regarding the strategies by SRWMD and SJRWMD.

G) Joint Planning and Implementation for Recovery. When it is determined that an MFL is in recovery, SRWMD and SJRWMD shall work together to recover the MFL as expeditiously as possible by reducing demand for groundwater through conservation, alternative water supply ("AWS") projects, or water resource development projects. SRWMD and SJRWMD will prioritize water conservation as the preferred means of reducing demand for potable water, reducing groundwater withdrawals, and the need for more AWS projects.

It is understood that self-supplied agricultural water users are generally limited in their ability to develop AWS projects as described in Fla. Stat. section 373.709(2)(a)2. Therefore, it is understood that groundwater, in most cases, is the most feasible water source for agricultural users.

H) Staffing. In order to promote efficiency and clear communication between SRWMD and SJRWMD under this AGREEMENT, SRWMD has agreed to provide office space, including a computer and communications equipment, for a SJRWMD staff member. The staff member will be closely involved with the technical aspects of the AGREEMENT, including but not limited to: analysis of data, planning issues, permitting, MFLs, and recovery and prevention strategies.

I) Department Arbitrator. In the event that the Executive Directors of SRWMD and SJRWMD cannot reach resolution of any of the above issues in this AGREEMENT, then the DEPARTMENT shall act as an arbitrator to resolve the issues.

J) The Chairmen and the Executive Directors of SRWMD and SJRWMD agree to meet at least quarterly to discuss progress under the AGREEMENT. The first progress report is due December 1, 2011, and subsequent progress reports shall be due quarterly thereafter.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AGREEMENT on the date set forth next to their signature below.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

By: David Still Date: 13 Sept 2011  
David Still  
Executive Director

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

By: Kirby B. Green III Date: 13 Sept '11  
Kirby B. Green III  
Executive Director

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: Herschel T. Vinyard Jr. Date: 9/7/11  
Herschel T. Vinyard Jr.  
Secretary

**FIRST AMENDMENT TO INTERAGENCY AGREEMENT  
BETWEEN  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
AND  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS FIRST AMENDMENT ("AMENDMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into in three originals this 28 day of February, 2012.

**PREMISES**

The PARTIES entered into an Interagency Agreement on September 13, 2011, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following is inserted as Paragraph G:
  - G. Joint Regional Water Supply Planning. SRWMD and SJRWMD agree to prepare a joint regional water supply plan encompassing, at a minimum, the northern nine counties within the SJRWMD and any Water Resource Caution Areas designated by the SRWMD that are contiguous with the boundary between the Districts. SRWMD, SJRWMD, and the DEPARTMENT will jointly establish and coordinate an open public process, cooperative with all water user groups and other affected and interested parties, consistent with Chapter 62-40.531, Florida Administrative Code, and section 373.709, Florida Statutes.

2. Former Paragraph G is revised to be Paragraph H and the title is changed from Joint Planning and Implementation for Recovery to Implementation for Recovery.

3. Paragraphs H, I, and J of the AGREEMENT are respectively revised to be paragraphs I, J and K.

4. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

5. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AMENDMENT on the date set forth next to their signature below.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

By: David Still Date: 2-27-12  
David Still  
Executive Director

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

By: Hans G. Tanzler III Date: 2-23-12  
Hans G. Tanzler III  
Executive Director

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By: Herschel T. Vinyard Jr. Date: 2/28/12  
Herschel T. Vinyard Jr.  
Secretary

**SECOND AMENDMENT TO INTERAGENCY AGREEMENT  
BETWEEN  
SUWANNEE RIVER WATER MANAGEMENT DISTRICT  
AND  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

THIS SECOND AMENDMENT ("AMENDMENT"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 County Road 49, Live Oak, Florida 32060, hereinafter referred to as "SRWMD", and ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177, hereinafter referred to as "SJRWMD", and FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter referred to as the "DEPARTMENT", is entered into in three originals this 25<sup>th</sup> day of January, 2012~~3~~.

**PREMISES**

The PARTIES entered into an Interagency Agreement on September 13, 2011, and amended on February 28, 2012, a copy of which is attached hereto as Exhibit A ("AGREEMENT").

The PARTIES desire to amend the AGREEMENT as specifically set forth herein.

NOW, THEREFORE, the PARTIES hereby amend the AGREEMENT as follows:

1. The following replaces Paragraph B.
  - B) The purpose of this AGREEMENT is to set forth specific responsibilities of SRWMD, SJRWMD, and the DEPARTMENT (hereinafter collectively referred to as "PARTIES") to achieve appropriate coordination with respect to the Districts' water supply and consumptive use permitting responsibilities in Northeast Florida. The SRWMD and SJRWMD agree that there have been changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in northeast Florida and southeast Georgia (Study Area). Both districts are united in the determination that additional data and analysis are necessary to better understand the factors that have caused

these changes and the potential impact to the water resources within both districts. Both districts agree to evaluate the changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer.

SRWMD and SJRWMD have developed a scope of work to evaluate changes and potential impacts to the Upper Floridan aquifer and connected water resources, including:

1. Assessing the factors that drive changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
2. To the extent possible, investigating the proportional effect of each factor driving changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
3. Studying the trends in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
4. To the extent possible, evaluating which hydrologic features are most susceptible to changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.
5. Assessing to what extent hydrologic features may be affected by changes in the level and configuration of the potentiometric surface of the Upper Floridan aquifer in the Study Area.

Existing scientific literature and data will provide the basis for successful completion of the scope of work. At their discretion, the Florida Geological Survey will participate in the technical document review and evaluation. The deliverable for the scope of work will be a co-authored report of findings that will supplement the districts' planning and permitting decisions, as well as the other elements of this AGREEMENT.

Upon 30 days written notice by the SRWMD or SJRWMD, the SRWMD and the SJRWMD agree to engage the National Research Council's Water Science and Technology Board (WSTB) to review the co-authored report of findings and provide recommendations regarding data collection and modification of scope of work, if necessary. If data collection and modification of scope of work are deemed necessary by the WSTB, and agreed to either by SRWMD or SJRWMD, then upon completion of said recommendation of data collection and scope of work, the SRWMD and the SJRWMD will resubmit an amended report of findings to the WSTB for review as outlined below. The SRWMD and SJRWMD shall share equally in the cost of WSTB activities and additional research efforts that result from WSTB recommendations. If no further modifications to scope of work or data collection are necessary, then WSTB will evaluate the co-authored report of findings and either submit a report certifying the co-authored report of findings

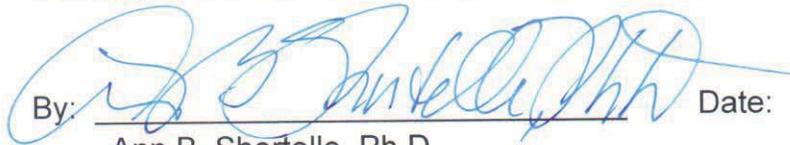
as being the best available information for planning and permitting decisions, or submit a report documenting the WSTB method of review, findings and conclusions of fact that differ from the those of the co-authored report submitted by the SRWMD and the SJRWMD. The PARTIES agree to accept the results as the best available information for planning and permitting decisions.

2. All other terms of the AGREEMENT are hereby ratified and continue in full force and effect.

3. This AMENDMENT shall become effective upon execution by all of the PARTIES. Upon execution by the last of the PARTIES, the date of execution shall be inserted above.

IN WITNESS WHEREOF, each party, or lawful representative, has executed this AMENDMENT on the date set forth next to their signature below.

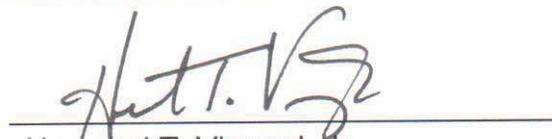
**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

By:  Date: 1/9/13  
Ann B. Shortelle, Ph.D.  
Executive Director

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

By:  Date: 1/9/13  
Hans G. Tanzler, III  
Executive Director

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By:  Date: 1/25/13  
Herschel T. Vinyard, Jr.  
Secretary

## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Agricultural Water Use Monitoring Update

# Update on Agricultural Water Use

## BACKGROUND

District permits for agricultural water use contain requirements for water use reporting. On September 11, 2012, the Governing Board approved Directive Number GBD12-0003 which established process and criteria for providing District assistance for agricultural water use reporting at wells of 8" diameter or greater. The intent of the Directive was to assist agricultural water users on a voluntary basis as a convenient and unobtrusive alternative to recording, compiling, and transmitting data to the District. It was the further intent of the Directive that water use data be used only for estimation purposes.

Where possible, agricultural water use is estimated using monthly power consumption records provided by four electrical cooperatives that provide service to agriculture within the District. Estimation by power use is the most cost-effective method of water use reporting. To date, farmer agreements authorizing the District to receive power usage reports directly from the cooperatives are in effect on 253 monitoring points. Permitting and agricultural cost-share program staff work with monitoring staff to acquire these agreements.

Not all withdrawal points are suitable for estimation using power consumption. Diesel-powered pumps and complex interconnected irrigation systems still require direct methods of monitoring. Staff has installed pressure-sensor devices on 211 withdrawal points to date. Ninety units were installed on wells prior to the implementation of the power use program. Most of these will be moved to diesel sites in 2015, leaving about 5% installed for use in quality-assuring the electrical estimations. Five units were moved to new sites between February 13 and March 13. Estimations using power consumption are on average within 3-4% of usage recorded by pressure-sensor devices.

In summary, there were 425 wells being monitored either directly or by electrical use as of March 13, slightly more than 50% of existing wells with monitoring conditions. An additional 165 wells with monitoring conditions have not been drilled.

As part of the District's efforts to streamline permitting for water users, the District went online with the St. Johns River Water Management District's e-Permitting tool for water use permitting in September 2014. Staff from both Districts are working to integrate the data management components of the SJRWMD's e-Permitting and SRWMD's Water Use Permitting and Reporting (WUPAR) tools. This integration will allow for more efficient tracking of withdrawal points with monitoring requirements. It will also streamline the steps needed to assemble data sets for delivery to planning and modeling staff.

MW/dd

## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Authorization to Enter into an Interagency Joint Funding Agreement with the United States Geological Survey (USGS), Tallahassee District, for Streamgaging Services

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to enter into an Interagency Joint Funding Agreement with the United States Geological Survey in the amount of \$299,100 for continuous water quality and streamgaging services at three first magnitude springs of which \$196,300 will be provided by the District.**

### BACKGROUND

The proposed multiyear interagency agreement with the USGS Caribbean-Florida Water Science Center is a joint funding agreement (JFA) of \$299,100 with the District providing \$196,300 and the USGS contributing \$102,800. The continuous water quality data collection will include continuous nitrate, pH, temperature, conductivity, and dissolved oxygen as well as water level and springflow at existing USGS hydrologic data collection stations on three first magnitude springs (Alapaha Rise, Lafayette Blue Spring, Falmouth Spring). The Florida Department of Environmental Protection will reimburse the District the \$196,300 under an agreement approved in December 2014.

For Fiscal Year 2014/2015, the contract value will be \$94,500 with the District's share being \$54,500. This amount includes the cost of gage installations and data collection and maintenance costs for the July 1 to September 30 period. For Fiscal Year 2015/2016, the agreement value will be \$204,600, with the District's share being \$141,800, and includes the cost of data collection and gage maintenance for the entire fiscal year. The USGS is providing \$62,800 to the project.

The USGS provides maintenance of gages and sensors to USGS standards, quality assurance and archiving, availability of real-time and long-term data and statistics, and real-time satellite delivery of data using secure methods. This data collection program provides important information for springs protection, water quality assessments, minimum flows and levels,

drought monitoring, and recreational support for public use. Data obtained through this program are available in real-time to the public via the internet and upon request.

Funds for this contract are included in the Fiscal Year 2014/2015 Water Resource Monitoring budget as amended in December 2014.

Table 1 provides a list of the monitoring stations and a breakdown of the proposed budget.

THM/dd

**Table 1a. Springs Discharge and Water Quality Program with Suwannee River Water Management District for FY 2015 (FDEP Grant)**

Period of performance: May 1, 2015 to September 30, 2015

Station No.	Station Name	Total Cost (\$)	USGS coop (\$)	USGS coop %	SRWMD share (\$)	SRWMD coop %	Remarks
	Installation	71,900	40,000		31,900		
02315626	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	0			0		Stage-Q in 2015 currently funded
02315627	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	5,350			5,350		EXO2 - Temp, Cond, DO, pH, TDS
02315628	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	2,500			2,500		SUNA - Nitrate
02319950	Lafayette Blue Spring	6,900			6,900		IV Discharge
02319950	Lafayette Blue Spring	5,350			5,350		EXO2 - Temp, Cond, DO, pH, TDS
02319950	Lafayette Blue Spring	2,500			2,500		SUNA - Nitrate
	TOTAL	94,500	40,000		54,500		
	USGS COOP Support		32,904				
	USGS Bureau and Science Support		7,096				

**Table 1b. Springs Discharge and Water Quality Program with Suwannee River Water Management District for FY 2016 (FDEP Grant)**

Period of performance: October 1, 2015 to September 30, 2016

Station No.	Station Name	Total Cost (\$)	USGS coop (\$)	USGS coop %	SRWMD share (\$)	SRWMD coop %	Remarks
02315626	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	27,600	10,000	36	17,600	64	IV Discharge
02315627	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	21,400	8,300	39	13,100	61	EXO2 - Temp, Cond, DO, pH, TDS
02315628	ALAPAHA RISE ABV SW 68TH DR NR JASPER, FL	10,000	4,000	40	6,000	60	SUNA - Nitrate
02319950	Lafayette Blue Spring	27,600	10,000	36	17,600	64	IV Discharge
02319950	Lafayette Blue Spring	21,400	1,300	6	20,100	94	EXO2 - Temp, Cond, DO, pH, TDS
02319950	Lafayette Blue Spring	10,000	4,000	40	6,000	60	SUNA - Nitrate
02319520	Falmouth Spring	27,600	10,000	36	17,600	64	IV Discharge
02319520	Falmouth Spring	21,400	1,200	6	20,200	94	EXO2 - Temp, Cond, DO, pH, TDS
02319520	Falmouth Spring	10,000	4,000	40	6,000	60	SUNA - Nitrate
02315620	Holton Creek Rise	27,600	10,000	36	17,600	64	IV Discharge
	TOTAL	204,600	62,800		141,800		
	USGS COOP Support		51,659				
	USGS Bureau and Science Support		11,141				

**Springs Discharge and Water Quality Program with Suwannee River Water Management District Multiyear total (FDEP Grant)**

	Total Cost (\$)	USGS coop (\$)	USGS coop %	SRWMD share (\$)	SRWMD coop %
TOTAL Multiyear Program	299,100	102,800	34	196,300	66

## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Approval of a Modification of Water Use Permit 2-023-215812-2 with a 1.1140 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.2290 mgd of Groundwater for Agricultural Use at the Glenn Farm Project, Columbia County

### RECOMMENDATION

**Staff recommends the Governing Board approve the modification of Water Use Permit number 2-023-215812-2, with seventeen standard conditions and seven special limiting conditions, to Glenn Farm, LLC, in Columbia County.**

### BACKGROUND

This is a modification of an existing agricultural water use. Approximately 265 acres of perennial pasture will be irrigated using groundwater from two wells through five center pivots. Groundwater is also used to water approximately 200 head of beef cattle and fill a spray tank. The supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). Livestock watering requirements were determined using the industry standard 15 gallons per head per day. These changes resulted in a 1.1140 mgd decrease in allocation, from 1.3430 mgd to 0.2290 mgd in 1-in-10 year drought conditions.

All irrigation wells will be monitored using electrical usage reporting. There are no lower quality water sources, no reports of interference, and no water resource issues associated with withdrawals at this project. The project area is located within the Lower Santa Fe River Water Resource Caution Area. The permit application has undergone a complete review in order to receive a ten-year permit extension for voluntary implementation of automated monitoring of withdrawals.

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

WATER USE TECHNICAL STAFF REPORT  
 15-Mar-2015  
 APPLICATION #: 2-023-215812-2

**Owner:** Glenn Farms, Inc.  
 Dewey Glenn  
 5391 SW US Hwy 27  
 Fort White, FL 32038  
 (386) 961-6829

**Applicant:** Glenn Farms, Inc.  
 Dewey Glenn  
 PO Box 66  
 Fort White, FL 32038-0066  
 (386) 961-6829

**Agent:** Not Applicable

**Compliance Contact:** Not Applicable

**Project Name:** Glenn Farms, Inc. (PE for April GB)

**County:** Columbia

**Located in WRCA:** Yes

**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw 0.2240 mgd of groundwater for supplemental irrigation of 265 acres of perennial peanut in 1-in-10 year drought conditions, 0.0030 mgd of groundwater for watering approximately 200 head of cattle, and 0.0020 mgd of groundwater for tank filling

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Warren Zwanka

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
0.2290		-1.1140

**Recommended Permit Duration and Compliance Reporting:** 10-year permit extension to expire 12/13/2031

**USE STATUS: This is a modification of an existing agricultural water use to receive a 10-year permit extension, add one proposed irrigation well, and revise the irrigation plan**

**PROJECT DESCRIPTION:**

This project is located approximately 3 miles southeast of Fort White on the north side of US Highway 27 in Columbia County, and consists of approximately 519 controlled and 265 irrigated acres. Groundwater will be used to irrigate perennial pasture from two wells through five center pivots. Groundwater is also used to water approximately 200 head of beef cattle and fill a 500-gallon spray tank approximately 4 times daily. No other lower quality water sources are available for use on the project. The permittee has elected to use electrical usage monitoring to fulfill the automated water use reporting requirement of special condition 18.

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Staff determined interference with presently existing legal uses is not expected.

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

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

Yes. Use of groundwater for agricultural uses is consistent with the public interest.

**Will this use be in such a quantity that 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. Water conservation measures include checking for leaks and fixing as needed, using new or recently retrofitted pivots, testing efficiency of pivots at least every 5 years to maintain 80% distribution uniformity, using rainfall shut-off devices, and irrigating only at night and when wind speeds are less than 5 mph.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amount.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**

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

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**

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

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**

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

No. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet under project wetlands. Staff determined harm to the water resources and natural systems of the area is not expected.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.? [ref. 40B-2.301(2)(h)]**

Yes. The proposed withdrawals will not contribute to violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.? [ref. 40B-2.301(2)(i)]**

No. The project will not use water reserved by the Governing Board.

**WITHDRAWAL POINT INFORMATION:**

**Site Name:** Glenn Farms, Inc.

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
119945	Well No.2	4	20	Groundwater	Active	Agricultural	Livestock
120309	Well No.1	8	1000	Groundwater	Active	Agricultural	Irrigation
122550	Well No.3	8	1000	Groundwater	Proposed	Agricultural	Irrigation

**Conditions**

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee’s control of the land subject to the permit was

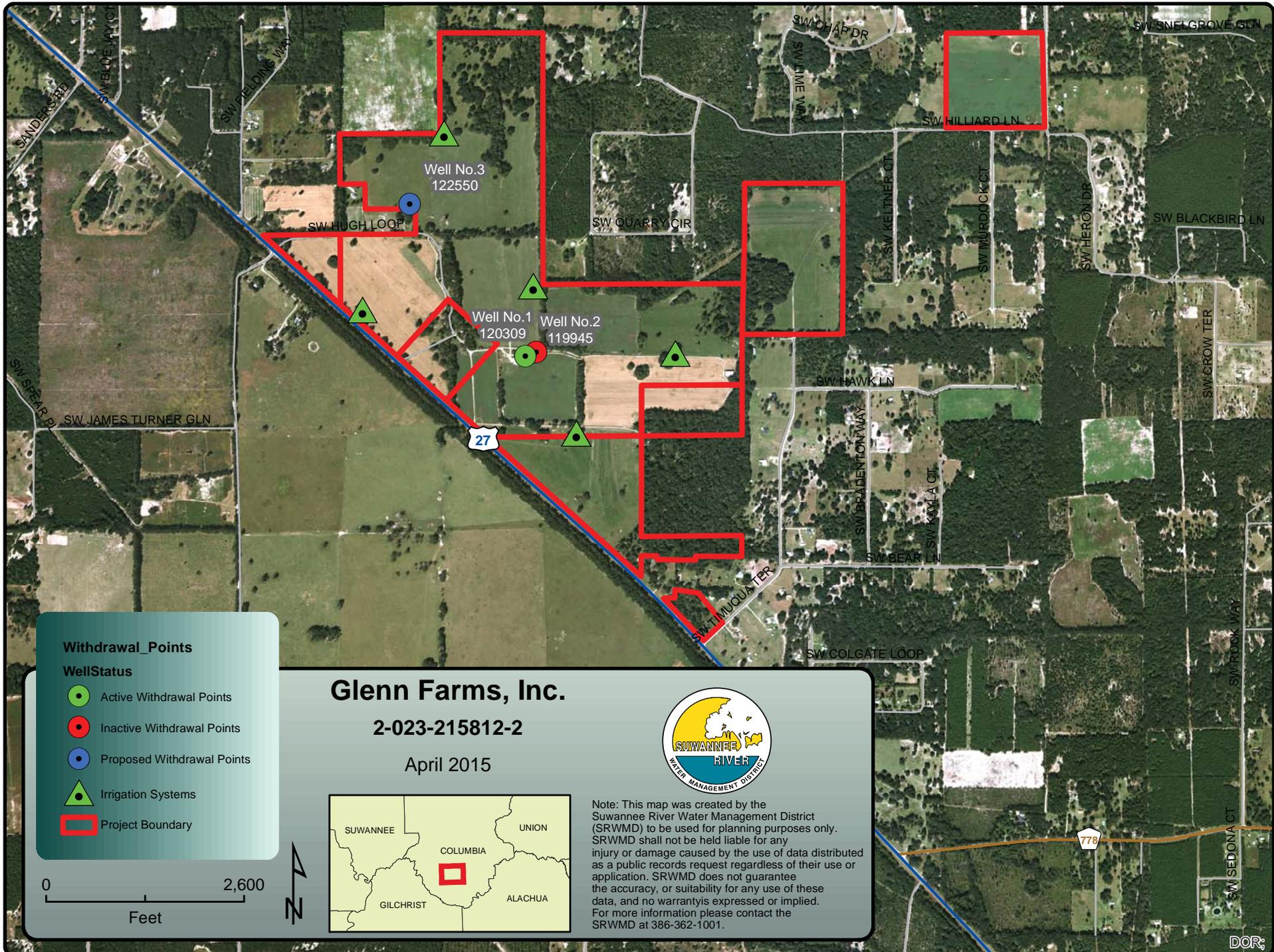
demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **12/13/2031**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.

13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 (2-023-215812-2).
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.
19. 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.
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'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.
22. The permittee is authorized to withdraw a maximum of 0.2240 mgd of groundwater for supplemental irrigation of perennial peanut. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.

23. On an average annual basis, the Permittee is authorized to withdraw a maximum of 0.0030 mgd of groundwater for livestock.

24. On an average annual basis, the Permittee is authorized to withdraw a maximum of 0.0020 mgd of groundwater for tank filling purposes.



**Withdrawal\_Points**

**WellStatus**

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

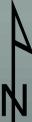
## Glenn Farms, Inc.

2-023-215812-2

April 2015



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.



DOR

## MEMORANDUM

TO: Governing Board

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

DATE: February 27, 2015

RE: Approval of a Modification of Water Use Permit 2-047-216241-5 with a 0.4078 Increase in Allocation, Authorizing the Use of 2.3365 mgd of Groundwater for Agricultural Use at the Big Woods Project, Hamilton County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-047-216241-5, with seventeen standard conditions and four special limiting conditions, to Partridge Pea Farms, LLC, in Hamilton County.**

### BACKGROUND

This is a modification of an existing agricultural water use, irrigating approximately 1394 acres of a corn/ carrots, sweet potato/ onion, green beans/ rye annual rotation using groundwater from 13 active wells and one proposed well through 14 center pivots, one linear pivot, and one micro-drip irrigation system. Due to a land acquisition, 120 owned acres and 55 irrigated acres were added to the project, irrigated with one center pivot and one linear pivot. The crop rotation was updated from a green beans/ carrots, corn/ green beans, peanuts/ carrots crop rotation to the more intensive corn/ carrots rotation and supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). These changes resulted in a 0.4078 mgd increase in allocation, from 1.9287 mgd to 2.3365 mgd.

All wells will be monitored using electrical consumption. There are no lower quality water sources and no interference issues. The project area is not located within a Water Resource Caution Area.

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

WATER USE TECHNICAL STAFF REPORT  
 10-Mar-2015  
 APPLICATION #: 2-047-216241-5

**Owner:** Partridge Pea Farms, LLC  
 Kevin Coggins  
 530 N. East Street  
 Lake Park, GA 31636

**Applicant:** Partridge Pea Farms, LLC  
 Kevin Coggins  
 530 N. East Street  
 Lake Park, GA 31636

**Agent:** Not Applicable

**Compliance Contact:** Partridge Pea Farms, LLC  
 Kevin Coggins  
 530 N. East Street  
 Lake Park, GA 31636

**Project Name:** Big Woods

**County:** Hamilton

**Located in WRCA:** No

**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 2.3365 mgd of groundwater for supplemental irrigation of corn/ carrots, a maximum of 1.6572 mgd of groundwater for supplemental irrigation of sweet potato/ onion, or a maximum of 1.3689 mgd of groundwater for supplemental irrigation of green beans/ rye.

**Recommendation:** Approval

**Reviewers:** Jamie Sortevik

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
2.3365	0	0.4078

**Recommended Permit Duration and Compliance Reporting:** Current permit duration, to expire April 12, 2031

**USE STATUS:** This is a modification of an existing agricultural water use to add 120 owned acres and 55 irrigated acres, replace two drip systems with one center pivot and one linear pivot, and to update the crop rotation.

**PROJECT DESCRIPTION:**

1655 acres owned, 1394 acres irrigated. The project area is located approximately 6.5 miles northeast of the Town of Lee, just off CR-141, one mile east of the Withlacoochee River, in Hamilton County.

Groundwater is used to irrigate approximately 1394 acres of a corn/ carrots, sweet potato/ onion, green beans/ rye annual rotation using 13 active wells (1 proposed) through 14 center pivots, one linear pivot, and one micro drip irrigation system. No lower quality water sources exist on the project area.

The permittee will provide electrical consumption of all wells to comply with the water use reporting requirements of special condition 18.

**WATER USE CALCULATIONS:**

The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:

*Pivot irrigation:*

Corn grown March 1 to August 1: 13.47 inches/ year  
Carrots grown August 1 to March 1: 9.5 inches/ year  
Sweet potato grown April 1 to September 1: 10.7 inches/ year  
Onion grown November 15 to April 1: 5.56 inches/ year  
Green Beans grown March 1 to May 15: 8.77 inches/ year  
Rye grown October 1 to March 1: 4.74 inches/ year

*Drip irrigation:*

Corn grown March 1 to August 1: 10.83 inches/ year  
Carrots grown August 1 to March 1: 6.81 inches/ year  
Sweet potato grown April 1 to September 1: 9.09 inches/ year  
Onion grown November 15 to April 1: 3.77 inches/ year  
Green Beans grown March 1 to May 15: 6.56 inches/ year  
Rye grown October 1 to March 1: 3.19 inches/ year

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. No reports of interference have been received. The withdrawal points were modeled and show a maximum simulated drawdown of the Upper Floridan aquifer of less than 0.5 feet at the project boundary. Therefore, the use is not expected to 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. Use of water for agricultural uses is consistent with the public interest.

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

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

Yes. Based on the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS), the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following water conservation measures: checking for and fixing any leaks as needed, using pivots that are less than five year old, efficiency testing pivots every five years and maintaining distribution uniformity at or above 80%, delivering water via buried pipe to reduce damage potential, controlling water flow using automated valves, scheduling irrigation using USDA-NRCS approve methods and computer models, maintaining written records of rainfall and using a metering device to record weekly rainfall, installing automatic rain shut off switch, utilizing operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, using conservation tillage in the target area when possible, growing covered crops in the target area, and using automated end gun shut off.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amounts.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**  
[ref. 40B-2.301(2)(e)]

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**  
[ref. 40B-2.301(2)(f)]

No. The use is not expected to harm to offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**  
[ref. 40B-2.301(2)(g)]

No. No wetlands exist on or proximate to the project area. The withdrawal points were modeled and show a maximum simulated drawdown of the Upper Floridan aquifer of less than 0.5 feet at the project boundary. Therefore, the use is not expected to cause harm to the water resources of the area.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.?**  
[ref. 40B-2.301(2)(h)]

Yes. The proposed withdrawals will not contribute to a violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.?**  
[ref. 40B-2.301(2)(i)]

No. The project will not use water reserved by the Governing Board pursuant to subsection 373.223(4), F.S.

**WITHDRAWAL POINT INFORMATION:**

Site Name: Big Woods

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
119235	Well 10	12	1000	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119712	Well 4/12	8	400	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119973	Well 8	10	500	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119974	Well 9	10	900	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120340	Well 1	10	650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120341	Well 2	10	650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120808	Drip Well	10	800	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120847	Well 11	8	500	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation
121069	Well 3	10	650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121070	Well 5	12	600	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121205	Well 15/16	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121431	Well 6/7	12	600	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121560	Well 14	8	800	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

## Conditions

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **4/12/2031**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.

8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 **(2-047-216241-5)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.

19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee is authorized to withdraw a maximum of 2.3365 mgd of groundwater for supplemental irrigation of corn/ carrots, a maximum of 1.6572 mgd of groundwater for supplemental irrigation of sweet potato/ onion, or a maximum of 1.3689 mgd of groundwater for supplemental irrigation of green beans/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Approval of a Modification of Water Use Permit 2-079-218785-3, with a 0.0668 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6991 mgd of Groundwater for Agricultural Use at the Willie P. Agner Farms Project, Madison County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-079-218785-3, with seventeen standard conditions and five special limiting conditions, to Willie P. Agner, Sr., in Madison County.**

### BACKGROUND

This is a modification of an existing agricultural water use. Approximately 400 acres of a corn/ oats, peanuts/ oats, peas/ oats, or soybeans/ oats rotation are irrigated using groundwater from four wells through twelve center pivots. Groundwater is also used to water approximately 160 head of beef cattle. The permitted allocation has decreased from 0.7659 mgd to 0.6991 mgd in 1-in-10 year drought conditions due to use of the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) supplemental irrigation model.

All wells will be monitored using SRWMD telemetered monitoring. There are no lower quality water sources, no reports of interference, and no water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area. The permit application has undergone a complete review in order to receive a ten-year permit extension for voluntary implementation of automated monitoring of withdrawals.

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

WATER USE TECHNICAL STAFF REPORT  
13-Mar-2015  
APPLICATION #: 2-079-218785-3

**Owner:** Willie P. Agner, Sr.  
4572 NE CR 255  
Lee, FL 32059  
(850) 971-5648

**Applicant:** Willie P. Agner, Sr.  
4572 NE CR 255  
Lee, FL 32059  
(850) 971-5648

**Agent:** Willie (Bo) Agner, Jr.  
4479 NE CR 255  
Lee, FL 32059  
(850) 971-5648

**Compliance Contact:** Willie P. Agner, Sr.  
4572 NE CR 255  
Lee, FL 32059  
(850) 971-5648

**Project Name:** Willie P. Agner Farms (April GB: PE)  
**County:** Madison

**Located in WRCA:** No  
**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 0.6991 mgd of groundwater for supplemental irrigation of corn/ oats and watering of livestock.

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Sarah Luther; Warren Zwanka

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
0.6991	0.0000	-0.0668

**Recommended Permit Duration and Compliance Reporting:** 10-year permit extension (expiration 5/17/2034).

**USE STATUS:** This is a permit modification/ extension for an existing agricultural use.

**PROJECT DESCRIPTION:**

This project is located approximately 6 miles northeast of Madison on NE Clover Avenue in Madison County, and consists of 850 controlled and 400 irrigated acres. Groundwater is used to irrigate a corn/ oats rotation using center pivots. Groundwater is also used to water approximately 160 head of beef cattle. No other lower quality water sources are available for use on the project. The permittee has elected to use SRWMD telemetered monitoring to fulfill the automated water use reporting requirement of special condition 18.

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Staff determined interference with presently existing legal uses is not expected. Furthermore, no reports of interference with existing legal uses of water resulting from withdrawals at this project have been received by District staff.

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

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

Yes. Use of groundwater for agricultural uses is consistent with the public interest.

**Will this use be in such a quantity that 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. Water conservation measures include the use of a new or recently retrofitted pivots, use of soil moisture measurement devices, and use of conservation tillage and cover crops in a sod based rotation. When possible, the permittee will irrigate only at night and when wind speeds are less than 5 mph.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amount.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**

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

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**

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

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**

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

No. The withdrawal points were modeled and showed a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet under adjacent wetlands. Staff determined harm to the water resources and natural systems of the area is not expected.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.? [ref. 40B-2.301(2)(h)]**

Yes. The proposed withdrawals will not contribute to violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.? [ref. 40B-2.301(2)(i)]**

No. The project will not use water reserved by the Governing Board.

**WITHDRAWAL POINT INFORMATION:**

**Site Name:** Willie

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
120029	Willie House Well No. 2	12	800	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

**Site Name:** Old Home Place

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
120436	Old Home Place Well No. 1	12	1200	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock

**Site Name:** Bellemy

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
119969	Bellemy Well	10	800	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation

**Site Name:** Judy Agner

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
120717	Judy Agner Well	10	800	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation

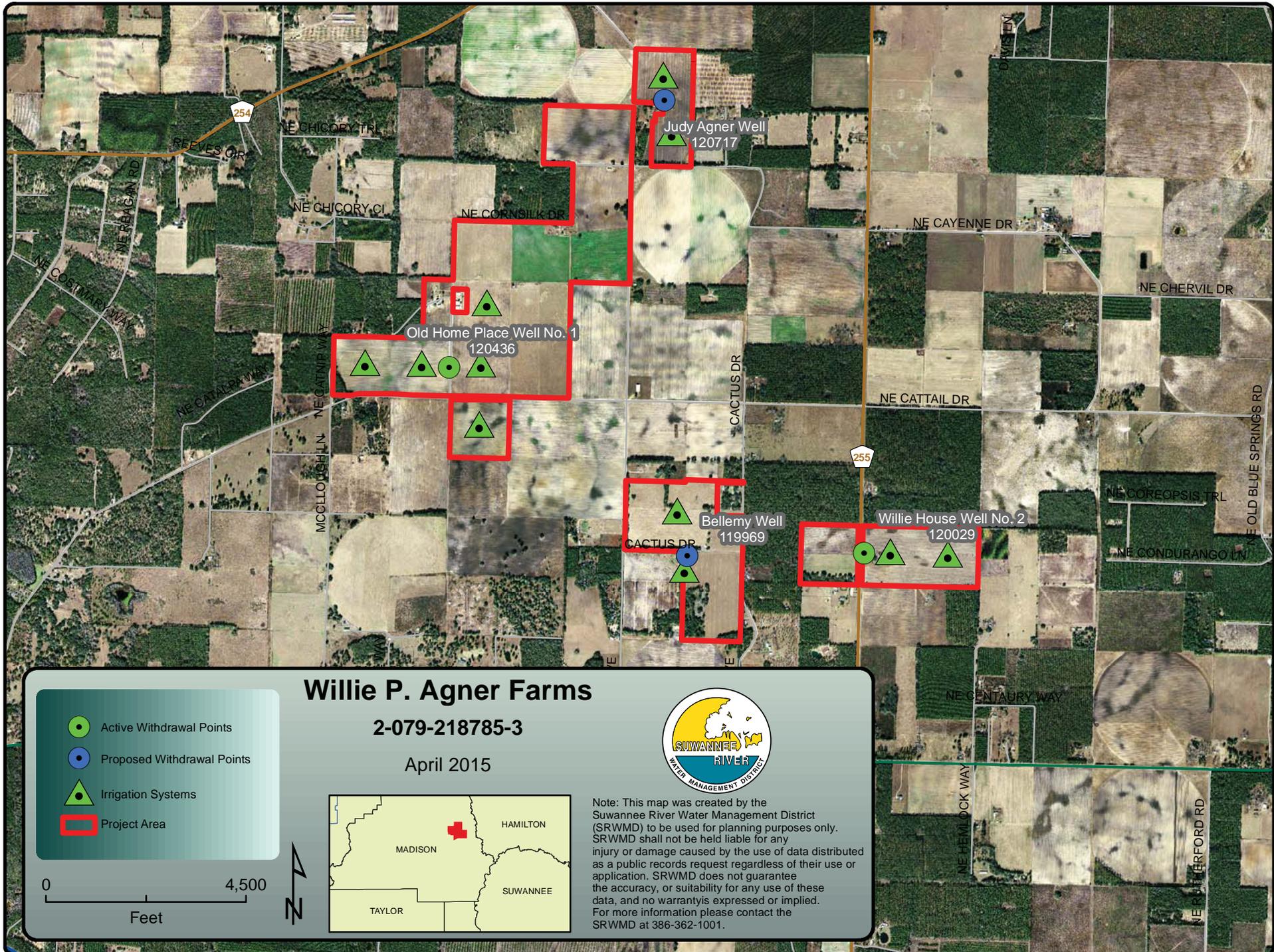
**Conditions**

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee’s control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take

measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.

6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **05/17/2034**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 (**2-079-218785-3**).

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee is authorized to withdraw a maximum of 0.6967 mgd of groundwater for supplemental irrigation of corn/ oats. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
22. On an average annual basis, the Permittee is authorized to withdraw a maximum of 0.0024 mgd of groundwater for livestock.



# Willie P. Agner Farms

2-079-218785-3

April 2015



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.

- Active Withdrawal Points
- Proposed Withdrawal Points
- Irrigation Systems
- Project Area



## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Approval of a Modification of Water Use Permit 2-121-221374-4 with a 1.1899 mgd Decrease in Allocation and a Combination of Three Permits Authorizing the Use of 7.1716 mgd of Groundwater for Agricultural Use at the Seldom Rest Project, Suwannee County

### RECOMMENDATION

**Staff recommends the Governing Board approve the modification of Water Use Permit number 2-121-221374-4, with seventeen standard conditions and eight special limiting conditions, to Lakeland Sands, LLC, in Suwannee County.**

### BACKGROUND

This is a modification to combine three existing agricultural water use permits: 2-121-221374-3 (expiration 7/10/2032), 2-121-221408-1 (exp. 3/9/2024), and 2-121-221409-1 (exp. 3/9/2024); and apply current permit review criteria. The project comprises 4,612 controlled and 4,056 irrigated acres, and the allocation has decreased 1.1899 million gallons per day (mgd), from 8.3615 mgd to 7.1716 mgd in 1-in-10 year drought conditions due to application of the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) supplemental irrigation model on the corn/ millet/ carrots crop rotation.

All wells will be monitored using electrical consumption. There are no lower quality water sources, no reports of interference, and no water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area.

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

WATER USE TECHNICAL STAFF REPORT  
 03-Mar-2015  
 APPLICATION #: 2-121-221374-4

**Owner:** Lakeland Sands, LLC  
 Kevin Coggins  
 530 N. East Street  
 Lake Park, GA 31636

**Applicant:** Lakeland Sands, LLC  
 Kevin Coggins  
 530 N. East Street  
 Lake Park, GA 31636

**Agent:** Not Applicable

**Compliance Contact:** Not Applicable

**Project Name:** Seldom Rest (April GB: >2mgd)

**County:** Suwannee

**Located in WRCA:** No

**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 7.1716 mgd of groundwater for supplemental irrigation of 4056 acres of corn/ millet/ carrots and for watering of livestock.

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Sarah Luther; Warren Zwanka

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
7.1716	0.0000	-1.1899

**Recommended Permit Duration and Compliance Reporting:** Permit to expire 7/10/2032, consistent with the previous sequence.

**USE STATUS:** This is a permit modification for an existing agricultural use, to combine 3 permits and update the crop rotation.

**PROJECT DESCRIPTION:**

This project is located approximately 12 miles southwest of Live Oak, on 129th Road and 208th Street in Suwannee County and consists of 4612 controlled and 4056 irrigated acres. Groundwater is used to irrigate a corn/ millet/ carrots rotation using center pivots. No sufficient lower quality water sources exist on the project.

This modification will combine permits 221408-1 (Seldom Rest, expiration 3/9/2024), 221409-1 (Seldom Rest Diversified, expiration 3/9/2024), and 221374-3 (Bullard Farms, expiration 7/10/2032).

The permittee has elected to use SRWMD automated electric monitoring to fulfill the requirement of special condition 18.

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. District staff have not received reports of interference resulting from the previous groundwater withdrawals, therefore, continued withdrawals are unlikely to interfere with existing legal uses of water.

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

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

Yes. Use of groundwater for agricultural uses is consistent with the public interest.

**Will this use be in such a quantity that 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. Water conservation measures include the use of new or recently retrofitted pivots. The permittee will also be utilizing USDA-NRCS approved irrigation scheduling methods, conservation tillage and cover crops, and will maintain written rainfall records.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amount.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**

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

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**

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

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**

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

No. Staff determined harm to the water resources and natural systems of the area is not expected.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.?**

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

Yes. The proposed withdrawals will not contribute to violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.? [ref. 40B-2.301(2)(i)]**

No. The project will not use water reserved by the Governing Board.

**WITHDRAWAL POINT INFORMATION:**

**Site Name:** Seldom Rest Diversified

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
119102	Well #22	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119477	Well #27	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119799	Well #25	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119800	Well #26	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119863	Well #24	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120231	Well #28	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120625	Well #23	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120918	House & Cattle - SRD	4	20	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock

**Site Name: Seldom Rest Farm**

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
118741	Well #4 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
118820	House & Cattle - SR	4	20	FAS - Upper Floridan Aquifer	Active	Agricultural	Livestock
119245	Well #12	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119246	Well #13	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119247	Well #10	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119867	Well #5 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120151	Well #8 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120152	Well #3 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120238	Well #7 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120390	Well #9	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120616	Well #11	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120633	Well #6 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121016	Well #2 - SR	12	1100	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

**Site Name: Bullard**

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
118640	Livestock	4	20	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Livestock
120008	Well #4 - B	12	1650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120409	Well #1	12	1200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120763	Well #8 - B	12	1200	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation
120794	Well #7 - B	12	1200	FAS - Upper Floridan Aquifer	Proposed	Agricultural	Irrigation
121128	Well #6 - B	12	1200	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121155	Well #5 - B	12	1650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121512	Well #2 - B	12	1650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121513	Well #3 - B	12	1650	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

**Conditions**

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take

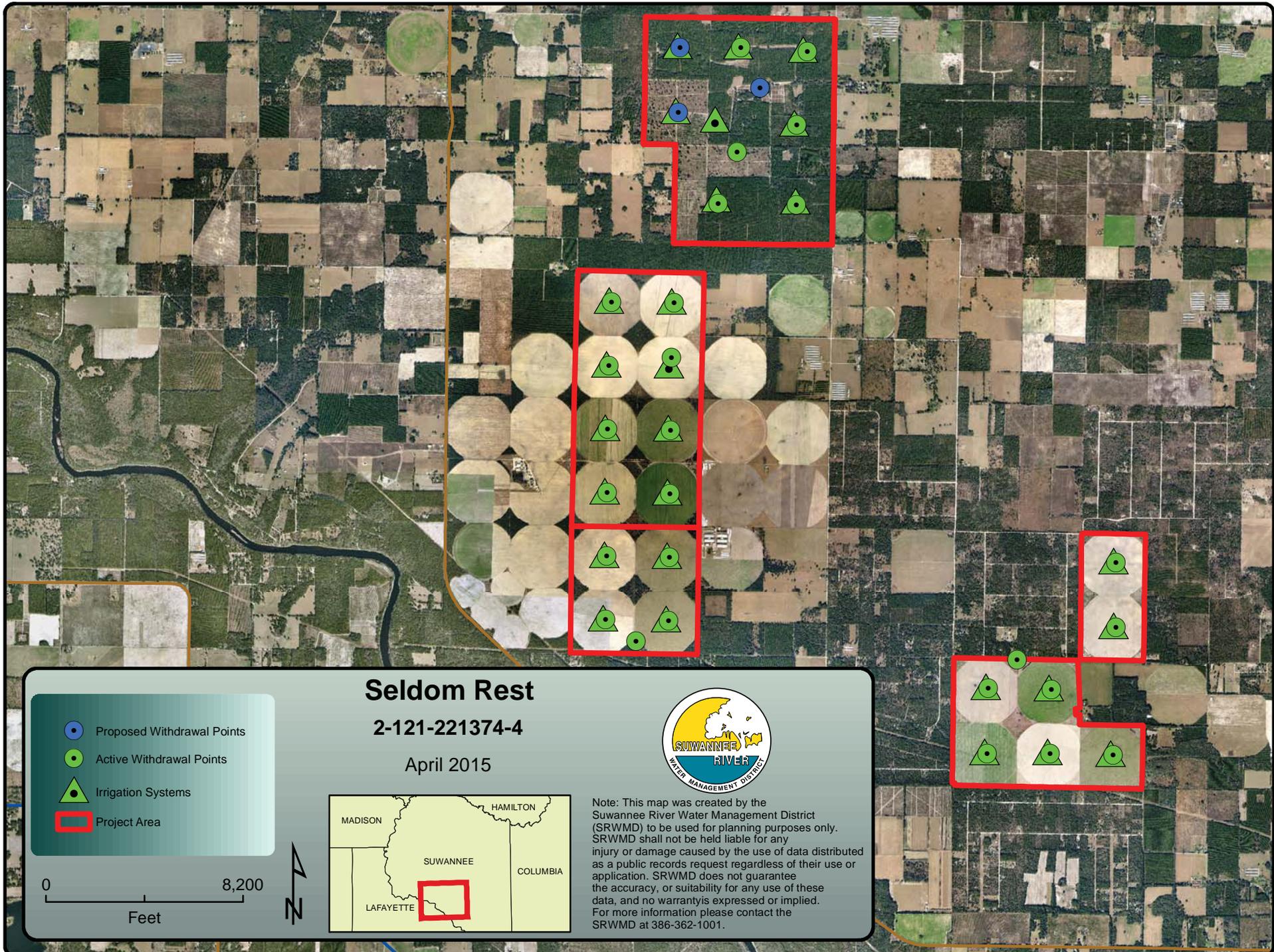
enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **07/10/2032**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.

10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 **(2-121-221374-4)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee'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.
22. The permittee is authorized to withdraw a maximum of 7.1182 mgd of groundwater for supplemental irrigation of corn/ millet/ carrots. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. On an average annual basis, the Permittee is authorized to withdraw a maximum of 0.0534 mgd of groundwater for livestock.
24. The lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater for agricultural irrigation at this project when technically, economically, and environmentally feasible.
25. The permittee shall provide a compliance report to the District in the year 2025. At a minimum, the report shall contain the following:
  1. Documentation that the project's current water use is consistent with the permitted allocation; and
  2. A feasibility analysis of the use of lower quality water sources or alternative water supplies to supply all or part of the irrigation water needs of this project.

During this review, the permittee and/or District staff may make recommendations based upon this review to modify this permit.



# Seldom Rest

2-121-221374-4

April 2015



-  Proposed Withdrawal Points
-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area



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: March 27, 2015

RE: Approval of a Modification of Water Use Permit 2-079-221571-4 with a 0.3310 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing the Use of 0.6157 mgd of Groundwater for Agricultural Use at the Bo Agner Farm Project, Madison County

### RECOMMENDATION

**Staff recommends the Governing Board approve the modification of Water Use Permit number 2-079-221571-4, with seventeen standard conditions and six special limiting conditions, to AFJR Farm and Land, LLC, in Madison County.**

### BACKGROUND

This is a modification of an existing agricultural water use. Approximately 442 acres of a corn/ rye, soybeans/ rye, peanuts/ rye, peas/ rye annual rotation are irrigated using groundwater from four wells through eight center pivots. Groundwater is also used to water approximately 160 head of beef cattle. Forty, non-contiguous acres were removed from this project and permitted as Bellflower North, 2-079-222631-1. The crop rotation was revised from four years in corn/ rye and one year in peanuts/ rye to the current sod-based rotation and supplemental irrigation requirements were determined using the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS). Livestock watering requirements were determined using the industry standard 15 gallons per head per day. These changes resulted in a 0.3310 mgd decrease in allocation, from 0.9467 mgd to 0.6157 mgd in 1-in-10 year drought conditions.

All wells will be monitored using SRWMD telemetered monitoring. There are no lower quality water sources, no reports of interference, and no water resource issues associated with withdrawals at this project. The project area is not located within a Water Resource Caution Area. The permit application has undergone a complete review in order to receive a ten-year permit extension for voluntary implementation of automated monitoring of withdrawals.

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

WATER USE TECHNICAL STAFF REPORT  
11-Mar-2015  
APPLICATION #: 2-079-221571-4

**Owner:** AFJR Farm and Land, LLC  
Willie (Bo) Agner, Jr.  
4479 NE CR 255  
Lee, FL 32059-7522  
(850) 971-5648

**Applicant:** AFJR Farm and Land, LLC  
Willie (Bo) Agner, Jr.  
4479 NE CR 255  
Lee, FL 32059-7522  
(850) 971-5648

**Agent:** A&A Farmland, LLC  
Willie Agner, Sr.  
4572 NE CR 255  
Lee, FL 32059  
(850) 971-5648

**Compliance Contact:** AFJR Farm and Land, LLC  
Willie (Bo) Agner, Jr.  
4479 NE CR 255  
Lee, FL 32059-7522  
(850) 971-5648

**Project Name:** Bo Agner Farm (PE for April GB)  
**County:** Madison

**Located in WRCA:** No  
**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 0.6133 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.5501 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.4880 mgd of groundwater for supplemental irrigation of peanuts/ rye, or a maximum of 0.4298 mgd of groundwater for supplemental irrigation of peas/ rye. The permittee is also authorized to withdraw a maximum of 0.0024 mgd of groundwater for livestock watering.

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Jamie Sortevik; Warren Zwanka

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
0.6157	0.0000	-0.3310

**Recommended Permit Duration and Compliance Reporting:** Ten-year permit extension, to expire April 14, 2035.

**USE STATUS:** This is a modification of an existing agricultural use to remove the non-contiguous, 40-acre Bellflower North property (2-079-222631-1), update the crop rotation, and receive a ten-year extension for voluntary monitoring of groundwater withdrawals.

**PROJECT DESCRIPTION:**

The project area is located approximately 4.5 miles north of the Town of Lee, 0.5 miles north of SR-6 in Madison County and consists of 720 controlled and 442 irrigated acres.

Groundwater is used to irrigate a corn/ rye, soybeans/ rye, peanuts/ rye, peas/ rye annual rotation using four wells through eight center pivots. Groundwater is also used to water approximately 160 head of beef cattle. No lower quality water sources exist on the project.

The permittee has selected SRWMD telemetered monitoring of all wells to comply with the water use reporting requirement of special condition 18.

**WATER USE CALCULATIONS:**

The industry standard 15 gallons per head per day was used to determine livestock watering requirements. The GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS) was used to determine the following supplemental irrigation requirements:

- Corn grown March 1 to August 1: 16.14 inches/ year
- Soybeans grown May 1 to October 1: 14.22 inches/ year
- Peanuts grown May 1 to October 1: 12.33 inches/ year
- Peas grown August 1 to November 1: 10.56 inches/ year
- Rye grown November 1 to March 1: 2.51 inches/ year

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined

that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. No reports of interference have been received by District staff and the withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.15 feet at the project boundary. Therefore, the use is not expected to interfere with any presently existing legal uses of water.

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

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

Yes. Use of water for agricultural uses is consistent with the public interest.

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

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

Yes. Based on the GIS-Based Water Resources and Agricultural Permitting and Planning System (GWRAPPS), the use is such a quantity as is necessary for economic and efficient use. The permittee will implement the following water conservation measures: checking often for leaks and fixing any as needed, retrofitting all center pivots at least every five years, delivering irrigation water via buried pipe to reduce damage potential, controlling water flow using automated valves, installing soil moisture probes to improve irrigation scheduling, maintaining written records of rainfall, utilizing operational pump shutdown safety to prevent pump operation in the event of an irrigation system malfunction, using conservation tillage in the target area, growing covered crops in the target area, implementing a sod-based rotation with a minimum of 2 years in sod, irrigating only at night or when the wind is less than 5 mph when feasible, and using automated end gun shutoff to prevent irrigation of non-target areas.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amounts.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**  
[ref. 40B-2.301(2)(e)]

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**  
[ref. 40B-2.301(2)(f)]

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**  
[ref. 40B-2.301(2)(g)]

No. No wetlands exist in the project area or within 0.5 miles of the project boundary. The withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.15 feet at the project boundary. Therefore, the use is not expected to cause harm to the water resources of the area.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.?**  
[ref. 40B-2.301(2)(h)]

Yes. The proposed withdrawals will not contribute to a violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.?**  
[ref. 40B-2.301(2)(i)]

No. The project will not use water reserved by the Governing Board pursuant to subsection 373.223(4), F.S.

**WITHDRAWAL POINT INFORMATION:**

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
118642	Moss Well	8	650	Groundwater	Proposed	Agricultural	Irrigation and Livestock
120337	Harrell Well	12	1000	Groundwater	Active	Agricultural	Irrigation and Livestock
120443	Henderson Well	12	1200	Groundwater	Active	Agricultural	Irrigation and Livestock
120870	Johnson Well	8	650	Groundwater	Proposed	Agricultural	Irrigation and Livestock
120871	Hay Barn Well	12	650	Groundwater	Active	Agricultural	Irrigation and Livestock

**Conditions**

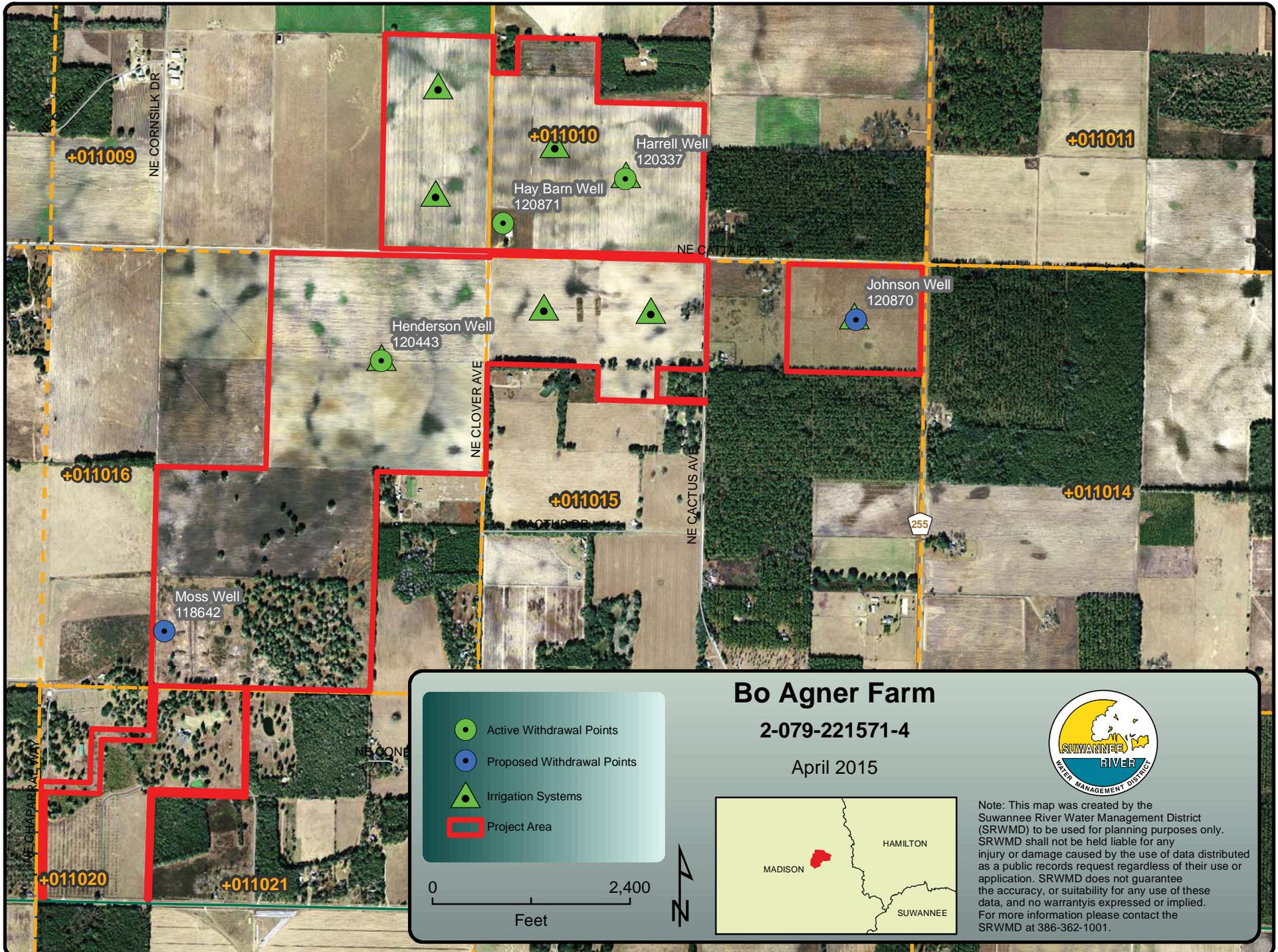
1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that

during a water shortage, reports shall be submitted as required by District rule or order.

5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **4/14/2035**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C., and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.
8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 **(2-079-221571-4)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.
19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee'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.
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 is authorized to withdraw a maximum of 0.6133 mgd of groundwater for supplemental irrigation of corn/ rye, a maximum of 0.5501 mgd of groundwater for supplemental irrigation of soybeans/ rye, a maximum of 0.4880 mgd of groundwater for supplemental irrigation of peanuts/ rye, or a maximum of 0.4298 mgd of groundwater for supplemental irrigation of peas/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. The permittee is authorized to withdraw a maximum of 0.0024 mgd of groundwater for livestock watering. Daily allocations are calculated on an average annual basis.



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: March 27, 2015

RE: Approval of a Modification of Water Use Permit 2-079-221718-2 with a 0.6226 mgd Increase in Allocation Authorizing the Use of 2.1541 mgd of Groundwater for Agricultural Use at the Valmont Project, Madison County

### RECOMMENDATION

**Staff recommends the Governing Board approve the modification of Water Use Permit number 2-079-221718-2, with seventeen standard conditions and seven special limiting conditions, to Lakeland Sands, LLC, in Madison County.**

### BACKGROUND

This is a modification to combine three existing agricultural water use permits: 215900-1 (Charles Paarlberg, expiration 6/4/2022), 218789-2 (Valmont, expiration 5/10/2025), and 221718-1 (Madison Tract, expiration 6/6/2033), revise crop rotations from hay (Paarlberg), truck crops (Valmont), and corn/peanut (Madison Tract) to corn/ carrots, and apply current permit review criteria. The project comprises 1,537 controlled and 1,255 irrigated acres, and the allocation has increased 0.6226 million gallons per day (mgd), from 1.5315 mgd to 2.1541 mgd in 1-in-10 year drought conditions due to the higher crop water needs.

All wells will be monitored using electrical consumption. There are no lower quality water sources, no reports of interference, and no water resource issues associated with withdrawals at this project. Interference with existing legal uses of water from the increase in allocation was also evaluated and is not expected. The project area is not located within a Water Resource Caution Area.

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

WATER USE TECHNICAL STAFF REPORT  
13-Mar-2015  
APPLICATION #: 2-079-221718-2

**Owner:** Lakeland Sands, LLC  
Kevin Coggins  
530 N. East Street  
Lake Park, GA 31636

**Applicant:** Lakeland Sands, LLC  
Kevin Coggins  
530 N. East Street  
Lake Park, GA 31636

**Agent:** Not Applicable

**Compliance Contact:** Not Applicable

**Project Name:** Valmont  
**County:** Madison

**Located in WRCA:** No  
**Objectors:** No

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 2.1541 mgd of groundwater for supplemental irrigation of corn/ carrots.

**Recommendation:** Approval

**Reviewers:** Tim Sagul; Sarah Luther; Warren Zwanka

**WATER USE SUMMARY:**

<b>Allocation Summary</b>		
<b>Average Daily Rate (Million Gallons Per Day)</b>	<b>Freeze Protection (Million Gallons Per Year)</b>	<b>New Water to Average Daily Rate (Million Gallons Per Day)</b>
2.1541	0.0000	0.6226

**Recommended Permit Duration and Compliance Reporting:** Permit to expire 6/6/2033, consistent with the previous sequence.

**USE STATUS:** This is a permit modification for an existing agricultural use to combine 3 permits and update the crop rotation.

**PROJECT DESCRIPTION:**

This project is located approximately 4 miles east of Lee, on Juniper Drive in Madison County and consists of 1537 controlled and 1255 irrigated acres. Groundwater is used to irrigate a corn/ carrots rotation using center pivots. No sufficient lower quality water sources exist on the project.

This modification will combine permits 215900-1 (Charles Paarlberg, expiration 6/4/2022), 218789-2 (Valmont, expiration 5/10/2025), and 221718-1 (Madison Tract, expiration 6/6/2033); and will revise the crop rotation from hay (Paarlberg), truck crops (Valmont), and corn/ peanut (Madison Tract) to corn/ carrots.

The permittee has elected to use SRWMD automated electric monitoring to fulfill the requirement of special condition 18.

**PERMIT APPLICATION REVIEW:**

Section 373.223, Florida Statutes (F.S.), and Section 40B-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) is a reasonable-beneficial use;
- (b) will not interfere with any presently existing legal use of water; and,
- (c) is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permitting Applicant's Handbook ("A.H."). District staff has reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit. Highlights of the staff review are provided below.

**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. The withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet at the project boundary. Staff determined interference with presently existing legal uses is not expected.

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

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

Yes. Use of groundwater for agricultural uses is consistent with the public interest.

**Will this use be in such a quantity that 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. Water conservation measures include the use of new or recently retrofitted pivots. The permittee will also be utilizing USDA-NRCS approved irrigation scheduling methods, conservation tillage and cover crops, and will maintain written rainfall records.

**Will the source of the water be suitable for the consumptive use?**

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

Yes. Staff determined the Upper Floridan aquifer is suitable for the consumptive use.

**Will the source of the water be capable of producing the requested amount?**

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

Yes. Staff determined the Upper Floridan aquifer is capable of producing the requested amount.

**Except when the use is for human food preparation and direct human consumption, is the lowest quality water source that is suitable for the purpose and is technically, environmentally, and economically feasible being utilized?**

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

Yes. The lowest quality water source that is suitable for the purpose and that is technically, environmentally, and economically feasible is being utilized.

**Will the use harm existing offsite land uses as a result of hydrologic alterations?**

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

No. The use is not expected to harm offsite land uses.

**Will the use cause harm to the water resources of the area that include water quality impacts to the water source resulting from the withdrawal or diversion, water quality impacts from dewatering discharge to receiving waters, saline water intrusion or harmful upconing, hydrologic alterations to natural systems, including wetlands or other surface waters, or other harmful hydrologic alterations to the water resources of the area?**

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

No. The withdrawal points were modeled and show a maximum simulated Upper Floridan aquifer drawdown of less than 0.5 feet under adjacent wetlands. Staff determined harm to the water resources and natural systems of the area is not expected.

**Is the use in accordance with any minimum flow or level and implementation strategy established pursuant to Sections 373.042 and 373.0421, F.S.? [ref. 40B-2.301(2)(h)]**

Yes. The proposed withdrawals will not contribute to violation of MFLs adopted in Chapter 40B-8, F.A.C.

**Will the project use water reserved pursuant to subsection 373.223(4), F.S.? [ref. 40B-2.301(2)(i)]**

No. The project will not use water reserved by the Governing Board.

**WITHDRAWAL POINT INFORMATION:**

**Site Name:** Paarlberg

Wells Detail							
District ID	Station Name	Casing Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type	Secondary Use Type
122480	Paarlberg No. 1	10	1000	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

**Site Name: Valmont**

<b>Wells Detail</b>							
<b>District ID</b>	<b>Station Name</b>	<b>Casing Diameter (inches)</b>	<b>Capacity (GPM)</b>	<b>Source Name</b>	<b>Status</b>	<b>Use Type</b>	<b>Secondary Use Type</b>
118903	Valmont No. 5	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
119660	Valmont No. 8	4	30	FAS - Upper Floridan Aquifer	Inactive	-	-
120030	Valmont No. 3	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120438	Valmont No. 2	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120439	Valmont No. 4	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120440	Valmont No. 6	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
120441	Valmont No. 7	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation
121502	Valmont No. 1	12	950	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

**Site Name: Murphy**

<b>Wells Detail</b>							
<b>District ID</b>	<b>Station Name</b>	<b>Casing Diameter (inches)</b>	<b>Capacity (GPM)</b>	<b>Source Name</b>	<b>Status</b>	<b>Use Type</b>	<b>Secondary Use Type</b>
120977	Murphy No. 1	10	1400	FAS - Upper Floridan Aquifer	Active	Agricultural	Irrigation

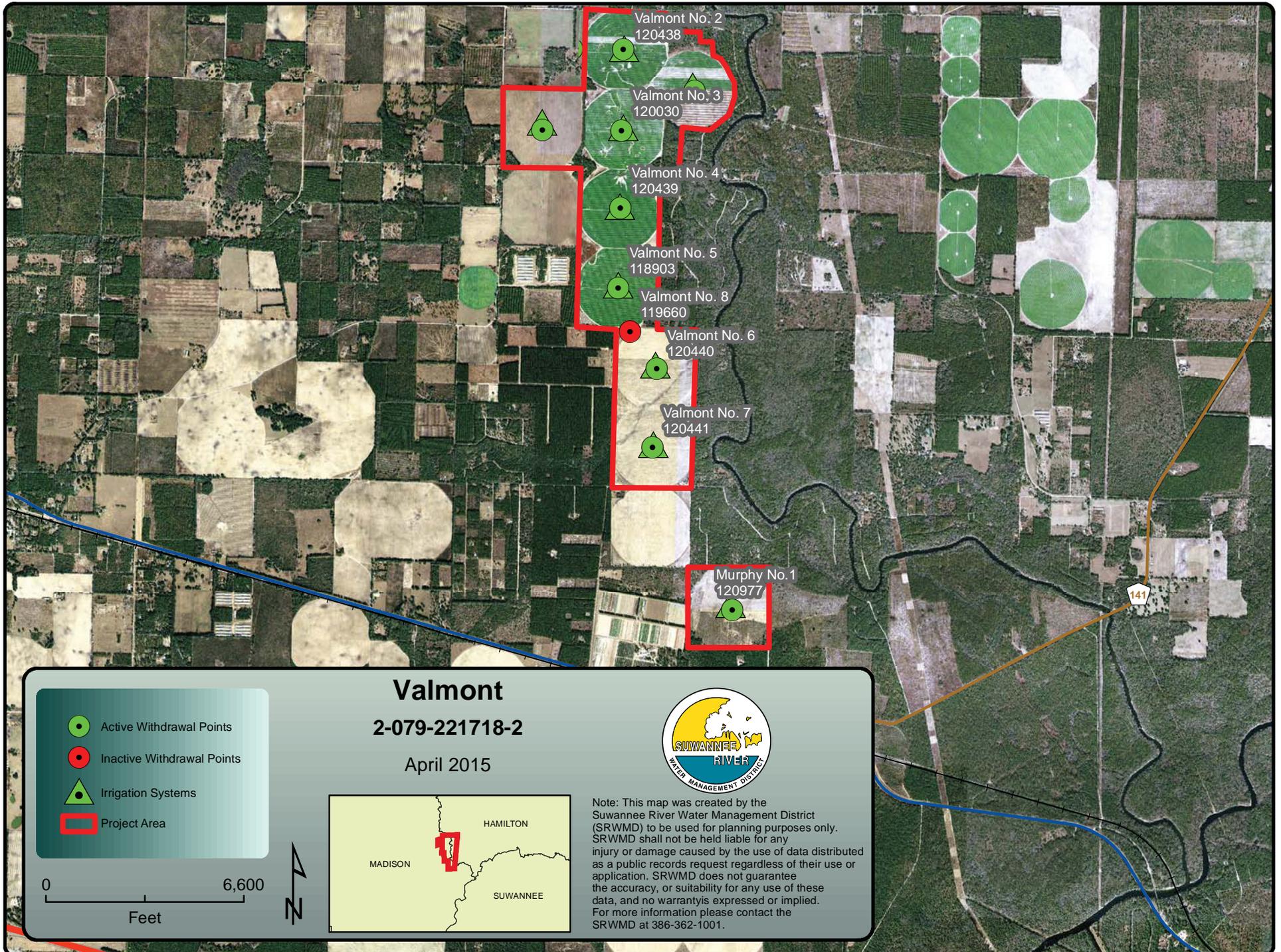
## Conditions

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
2. This permit does not convey to the permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
3. The permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted water use is made. Where the permittee's control of the land subject to the permit was demonstrated through a lease, the permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40B-2.351, F.A.C. Alternatively, the permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the permittee must adhere to the water shortage restrictions, as specified by the District. The permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
5. With advance notice to the permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The permittee shall either accompany District staff onto the property or make provision for access onto the property.
6. A permittee may seek modification of any term of an unexpired permit. The permittee is advised that section 373.239, F.S., and section 40B-2.331, F.A.C., are applicable to permit modifications.
7. This permit shall expire on **6/6/2033**. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.402(8)(a), F.A.C.,

and the required fee to the District pursuant to section 40B-2.361, F.A.C., up to one year prior to this expiration date in order to continue the use of water.

8. Use classification is **Agricultural**.
9. Source classification is **Groundwater**.
10. The permitted water withdrawal facilities consist of the stations in the Withdrawal Point Information table(s).
11. The 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.
12. The 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.
13. The 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.
14. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to chapter 373, F.S.
15. The 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 **(2-079-221718-2)**.
17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.
18. 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.

19. The permittee shall implement and/or maintain the conservation practices selected in the Water Conservation Plan submitted to the District. Any new practices selected shall be implemented within one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.
20. The permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.
21. The permittee'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.
22. The permittee is authorized to withdraw a maximum of 2.1541 mgd of groundwater for supplemental irrigation of corn/ carrots. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.
23. The permittee shall not affect or impede the natural flow of surface water through the southeast portion of pivot field 6 and northwest portion of pivot field 7 (parcel no. 04-1S-11-1497-000-000).
24. The lowest quality water source, such as reclaimed water or surface water, shall be used in lieu of groundwater for agricultural irrigation at this project when technically, economically, and environmentally feasible.



MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Permitting Summary Report

**Environmental Resource Permitting (ERP) Activities**

**Permit Review**

The following table summarizes the environmental resource permitting activities during the month of February 2015 and program totals from January 2012 to February 2015.

	Exemption Requests	Noticed Generals	Generals	10-2 Self Certifications	Individuals	Conceptuals	Total
Applications received in February	6	0	6	4	5	1	22
Permits issued in February	5	0	1	4	3	0	13
Inspections in February	1	0	2	4	2	0	9
<b>Total permits issued</b>	143	163	184	93	106	8	697

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes, in February 2015.

File Number	Project Name	County	Issue Date
ERP-125-222340-1	McDonalds Restaurant – Lake Butler	Union	2/9/2015
ERP-023-208139-5	Richardson Middle School Parking Lot Addition	Columbia	2/16/2015
ERP-001-209757-7	Arbor Greens Phase 2, Unit 1	Alachua	2/27/2015

### **Water Use Permitting and Water Well Construction Activities**

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

<b>February 2015</b>	<b>Received</b>		<b>Issued</b>
Water Use Permits	16		14
<b>Water well permits issued: 111</b>			
Abandoned/Destroyed	2	Livestock	2
Agricultural Irrigation	14	Monitor	10
Aquaculture	0	Nursery	0
Climate Control	0	Other	0
Fire Protection	0	Public Supply	2
Garden (Non Commercial)	0	Self-supplied Residential	81
Landscape Irrigation	0	Drainage or Injection	0
Commercial or Industrial	0	Remediation Recovery	0

**Rulemaking Schedule  
April 2015**

**40B-1**

General Procedures

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	8/25/2014
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	1/20/2015
Notice of Proposed Rule	2/3/2015
Mail to DOS	3/16/2015
Effective Date	4/7/2015

**40B-12**

Lobbying

GB Rule Dev. Auth.	8/12/2014
Notice of Rule Dev.	8/25/2014
GB Proposed Rule Auth.	12/9/2014
Send to JAPC/OFARR	1/8/2015
Notice of Proposed Rule	1/23/2015
Notice of Rule Change	2/18/2015
Mail to DOS	3/24/2015
Effective Date	4/12/2015

**40B-400**

ERP Permitting

GB Rule Dev. Auth.	8/12/2014
GB Proposed Rule Auth.	12/9/2014
Notice of Rule Dev.	4/14/2015
Send to JAPC/OFARR(tentative)	5/15/2015
Notice of Proposed Rule (tentative)	5/22/2015
Notice of Rule Change (tentative)	
Mail to DOS (tentative)	
Effective Date (tentative)	

**40B-4**

WOD Permitting

GB Rule Dev. Auth.	8/12/2014
GB Proposed Rule Auth.	12/9/2014
Notice of Rule Dev.	2/27/2015
Send to JAPC/OFARR	3/20/2015
Notice of Proposed Rule	3/30/2015
Mail to DOS (tentative)	4/25/2015
Effective Date (tentative)	5/15/2015

**MEMORANDUM**

TO: Governing Board  
FROM: Tim Sagul, P.E., Division Director, Resource Management  
DATE: April 6, 2015  
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, P.A.</b>
<b>Date Sent to Legal</b>	<b>July 1, 2010</b>
<b>Target Date</b>	<b>May 15, 2015</b>
<b>Legal Fees to date</b>	<b>\$2,274</b>
<b>Last Update</b>	<b>April 6, 2015</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 has been working on a corrective plan. Staff reviewed a preliminary application on May 8, 2014. An application is to be submitted by November 1, 2014. An application for a 10-2 certification was received by the DEP website on October 24, 2014. **Staff will monitor construction progress to ensure the pond is constructed and functioning as designed.**

<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>Davis, Schnitker, Reeves and Browning, P.A.</b>
<b>Date sent to legal</b>	<b>October 13, 2011</b>
<b>Target Date</b>	<b>May 15, 2015</b>
<b>Legal Fees to date</b>	<b>\$5163.75</b>
<b>Last Update</b>	<b>April 6, 2015</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.

A status conference was held on October 6, 2014. The judge granted Oldham and Nicklas time to meet with District staff to discuss the necessary items required to bring the project into compliance. Staff met with Mr. Oldham at the property on October 26, 2014. They discussed the necessary items required to bring the project into compliance. Mr. Oldham is currently trying to get the equipment to remove the fill. **Staff will monitor the remedial work and keep Board Counsel informed of the remedial work.**

<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>May 2015</b>
<b>Legal Budget / Legal Fees to date</b>	<b>\$8,600.00/ \$8,848.39</b>
<b>Last Update</b>	<b>October 16, 2014</b>

A Consent Agreement was entered into with Mr. Sigers as a result of violations of District Rules. District Staff met with Mr. Sigers on May 14, 2014, at the subject property to complete the required second annual monitoring event. Mr. Sigers is in the process of replanting areas where vegetation has died. Current water levels prevent the completion of the replanting project; however, volunteer wetland species were noted in abundance during the inspection. Mr. Sigers indicated that he will complete all plantings in accordance with Consent Agreement. **District staff will conduct the third annual monitoring event in May 2015 to determine success of mitigation.**

<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>Davis, Schnitker, Reeves and Browning, P.A.</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>
<b>Last Update</b>	<b>October 31, 2014</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.

District staff met with Columbia County staff on October 29, 2014 to discuss the path forward, including the possibility of modifying the current ERP permit. **Staff will continue to update this report as the process unfolds.**

**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>Davis, Schnitker, Reeves and Browning, 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>\$23,649.36</b>
<b>Last Update</b>	<b>April 2, 2015</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 in August 2013 for resolution. The District is in the process of levying on Hick’s real property. This is done by a Sheriff’s sale. The Sheriff has been contacted and the necessary forms have been obtained. **The Sheriff’s office has set the sale for the week of April 27, 2015.**

<b>Respondent</b>	<b>El 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>Davis, Schnitker, Reeves and Browning, P.A.</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>\$281,603.70</b>
<b>Last Update:</b>	<b>April 2, 2015</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 El 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. The Circuit Court issued an opinion on November 19, 2014 affirming the dismissal of Mr. Hill's bankruptcy case.

At the October 23, 2014 hearing, Judge Parker instructed the District to prepare a proposed Final Summary Judgment. The Final Summary Judgment was accepted by the Court on November 4, 2014. The Judicial Sale is set for December 10, 2014. On November 17, 2014, District counsel received a motion for rehearing sent by Mr. Hill.

At the Chair's direction District staff proposed a possible settlement to Mr. Hill early in the day on December 9, 2014, with instructions to Mr. Hill that he would need to confirm that is was acceptable by the end of the day, otherwise the December 10, 2014 judicial sale of the property would proceed.

Mr. Hill did not return on December 9, 2014. Mr. Hill was contacted by telephone on December 9, 2014, but would not confirm that the proposed settlement was acceptable. Knowing this, the Board voted to approve the proposed settlement and, provided Mr. Hill fully executed the proposed settlement unchanged and delivered it to the District Office by 9:00 am on December 10, 2015, cancel the judicial sale. Mr. Hill timely delivered an executed settlement agreement to the District Office, but such agreement was substantially modified from the settlement agreement he was offered.

The Judicial sale went forward and the District was the successful high bidder at the sale. Afterwards, Mr. Hill objected to the manner of the sale. At hearing, the court entered an order

setting aside the December 10, 2014 sale. Later the court reset the judicial sale for March 25, 2015, at 11:00 am.

Mr. Hill filed an appeal of the District's action to the First District Court of Appeal and a motion for a stay during the appeal. The motion for stay was denied by the trial court.

Additionally, on December 16, 2014, Mr. Hill filed a Motion to Reconsider with the U.S. Bankruptcy Court in Jacksonville. This motion was denied.

Mr. Hill filed his Initial Brief with the First District Court of Appeals on February 19, 2015. The District's filed its Answer Brief with the First District Court of Appeal on February 26, 2015.

On February 27, 2015, the Circuit Court entered an order re-setting the judicial sale for March 25 at 11:00 a.m.

**On March 25, 2015 at approximately 10:00 a.m., Mr. Hill filed a Chapter 12 bankruptcy petition. Meanwhile at approximately 11:00 a.m. the Circuit court clerk conducts the judicial sale as ordered. Mr. Hill does not appear. The District is the successful high bidder and the clerk files Certificate of Sale. On March 26, 2015, Mr. Hill files a Notice of Bankruptcy with the Circuit Court. On March 27, 2015, the District filed a Motion for Relief from Stay with the Bankruptcy court. On March 30, 2015, the Bankruptcy Court files an order for hearing on this motion and sets the hearing for April 20, 2015.**

<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>\$9,608.50 (direct cost). \$40,282.50 (costs incurred to date from the insurance company. The District will only be responsible for a \$10,000 deductible due at the close of the case).</b>
<b>Last Update</b>	<b>March 9, 2015</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 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. Additionally, Mr. Hill filed a complaint in Federal Court on March 24, 2014.

On October 13, 2014, Plaintiffs filed a Notice for Trial, stating that their case is at issue and ready for trial. In response, on October 24, 2014, Defendant filed an Objection to Plaintiffs' Notice for Trial and requested that the Court set a telephonic case management hearing prior to setting the matter for trial. The grounds for Defendant's objection included the fact that Plaintiffs have not provided Defendant with complete and substantive responses to Defendant's requests to produce and interrogatories, and that Defendant needs additional time to conduct discovery, including taking Plaintiffs' depositions.

A hearing on Defendants' motion to compel discovery is currently set for December 16, 2014. Insurance Counsel is currently working with Plaintiffs to resolve this discovery dispute without the need for a hearing. A hearing on Defendant's motion for final summary judgment was held on December 16, 2014. Judge Parker granted the District's motion for final summary judgment, which ends the case in full. Mr. Hill filed a motion for rehearing which was heard on February 12, 2015. Judge Parker's oral ruling allowed Mr. Hill time to provide additional information by February 22, 2015. If the information was not supplied, Judge Parker would enter the order granting the District's summary judgment motion. The information was not supplied, so Insurance Counsel will be requesting entry of the final order. On March 3, Insurance Counsel rechecked the Court's docket and it appears that the Plaintiffs did in fact timely file the required proof, but failed to serve Insurance Counsel with a copy. Accordingly, **Judge Parker has ruled that Plaintiffs will be given a rehearing on the District's motion for final summary judgment ("MSJ"). Insurance Counsel will coordinate with the Court and Plaintiffs to set this matter for a hearing as soon as possible.**

<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>Davis, Schnitker, Reeves and Browning, P.A.</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>\$13,209</b>
<b>Last Update</b>	<b>April 2, 2015</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. Staff understands that Columbia County has approved the ILA and it will be returned to the District for signature. **Staff met with Columbia County on March 20, 2015 and agreed with the County's approach to resolving this issue. The County will send the District a letter outlining the approach and send the signed ILA back to the District.**

<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>Davis, Schnitker, Reeves and Browning, P.A.</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>\$13,209</b>
<b>Last Update</b>	<b>April 2, 2015</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. Staff understands that Columbia County has approved the ILA and it will be returned to the District for signature. **Staff met with Columbia County on March 20, 2015 and agreed with the County's approach to resolving this issue. The County will send the District a letter outlining the approach and send the signed ILA back to the District.**

MEMORANDUM

TO: Governing Board

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

DATE: March 30, 2015

RE: **Public Hearing** and Consideration of Resolution 2015-08 Authorizing the Exchange of Real Property Interests in Hamilton County with Christopher J. and Deanna Mericle

RECOMMENDATION

**Subject to public comment that may be received, staff recommends the Governing Board approve and execute Resolution 2015-08 authorizing the exchange of real property interests in Hamilton County with Christopher J. and Deanna Mericle.**

BACKGROUND

In October 2014, the Governing Board authorized the detailed assessment of a proposed exchange of real property interests in lands owned by the Suwannee River Water Management District and Christopher J. and Deanna Mericle in Hamilton County. The Mericles have agreed to convey a conservation easement over 3.19 +/- acres in exchange for fee title to an adjacent 0.86 +/- acres of District land. The District will retain a conservation easement over the 4.05 +/- acres under this proposal. A public hearing summary of the proposed exchange is attached.

Section 373.089(4), F S., gives authority to the Governing Board to exchange interests or rights in lands and to set the terms and conditions that the Board considers necessary to equalize the value of exchanged properties.

JD/rl  
Attachments

**PUBLIC HEARING SUMMARY  
CHRIS AND DEANNA MERICLE EXCHANGE  
HAMILTON COUNTY  
APRIL 2015**

**TRANSACTION SUMMARY**

Under the proposed exchange, the District will retain a conservation easement over the 0.86-acre Holly Point Subdivision Lot (Lot 23) and convey the fee simple interest to Chris and Deanna Mericle. The Mericles will convey a conservation easement to the District over 3.19 acres of their adjacent property (Lots 24, 25 and 26).

An exchange of property interests will protect approximately 386 feet of Withlacoochee River frontage under perpetual conservation easement protection. The conservation easement will remove the right to build on the lots but will allow for maintenance, re-construction or addition to the existing residential structure within a defined area around the existing 1,736 square-foot home with two decks and associated aerobic septic system, residential well and power.

<b>TRACT:</b>	Mericle Conservation Easement (Holly Point Subdivision Lots 24, 25 and 26)	Holly Point Subdivision, Lot 23
<b>OWNER:</b>	Chris and Deanna Mericle	SRWMD
<b>ACREAGE:</b>	3.19 +/-	0.86 +/-
<b>TRACT DESCRIPTION:</b>	The Mericle property consists of three river-front residential subdivision lots with an existing home and related facilities. The lots contain a mixture of native trees and shrubs.	The SRWMD property consists of one river-front vacant subdivision lot containing a mixture of native trees and shrubs.

**WATER RESOURCE PROTECTION:** The exchange of property interests will result in increasing river frontage protection from 55 feet to 386 feet and would provide floodplain protection on an additional three residential lots as all four lots are in the 1-percent annual chance (100-year) flood plain. The exchange of property interests provides no protection for springs and no aquifer recharge protection.

**MANAGEMENT:** The Mericles will manage both conservation easement properties for residential use subject to the terms of the conservation easement.

**PRICE:** The proposed transaction is a value for value exchange.

**CLOSING COSTS:** The parties will equally divide survey and appraisal costs.

The District will pay for preparation of a deed of conveyance, documentary stamp tax on the deed of conveyance, and Owner's title insurance policy for the District property. The District will also pay to record the conservation easement, cost of an environmental audit of the Mericle property, and its attorney's fees.

The Mericles will pay to record the deed of conveyance for the District property, cost of an environmental audit of the District property, if desired, all property taxes and assessments for the year of closing (with no proration) and any for prior years, documentary stamp tax on the conservation easement, title insurance policy on the conservation easement, and their attorney's fees.

**TITLE ISSUES:** None reported.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**RESOLUTION NO. 2015-08**

**RESOLUTION APPROVING THE EXCHANGE OF REAL PROPERTY  
INTERESTS IN HAMILTON COUNTY WITH  
CHRISTOPHER J. AND DEANNA MERICLE**

**WHEREAS**, the Suwannee River Water Management District has been offered a perpetual conservation easement over lands owned by Christopher J. and Deanna Mericle, consisting of approximately 3.19 +/- acres in Hamilton County, Florida. A legal description and a map of said lands being attached hereto; and

**WHEREAS**, the consideration for said conservation easement shall be the fee title to 0.86 +/- acres of District land encumbered by a perpetual conservation easement; and

**WHEREAS**, the result of the exchange will be the protection through perpetual conservation easement held by the Suwannee River Water Management District of 4.05 +/- acres of land located in and adjacent to the 100-year floodplain of the Withlacoochee River; and

**WHEREAS**, the exchange and the acquisition of the additional conservation easement acreage are consistent with Section 373.089(4), Florida Statutes (F.S.), Section 373.199, F.S., and with the Florida Forever five-year work plan filed with the Legislature and the Florida Department of Environmental Protection; and

**WHEREAS**, said additional conservation easement acreage is being acquired in less-than-fee simple for water management purposes and meets the goals and criteria of Section 259.101, F.S.; and

**WHEREAS**, said lands will be maintained in an environmentally acceptable manner compatible with the resource values for which acquired and, to the extent practical, in such a way as to restore and protect their natural state and condition; and

**WHEREAS**, said lands have been appraised by at least one real estate appraiser and were approved for acquisition after duly noticed publicly noticed meeting to inform the public of this exchange and noticed public hearing thereon; and

**WHEREAS**, an environmental audit shall be performed prior to closing, and, before the purchase of any land found to be contaminated a remediation plan will be submitted to the Department; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Suwannee

(1) Exchange of the real property interests on the described lands with Christopher J. and Deanna Mericle, and their successors or assigns is approved, and the Executive Director is authorized to exercise an exchange contract on behalf of the District.

**Resolution 2015-08**

(2) The above statements are hereby certified and declared to be true and correct, and the acquisition of said parcel is hereby further certified to be consistent with this District's plan of acquisition and Section 373.199, F.S.

(3) District hereby approves the use of appropriate funds for the transfer of a conservation easement and associated closing costs.

**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 14TH DAY OF APRIL, 2015.**

**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:**

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**LEGAL DESCRIPTION**

**Mericle Conservation Easement – Hamilton County, Florida**

**Owners:** Christopher J. and Deanna Mericle

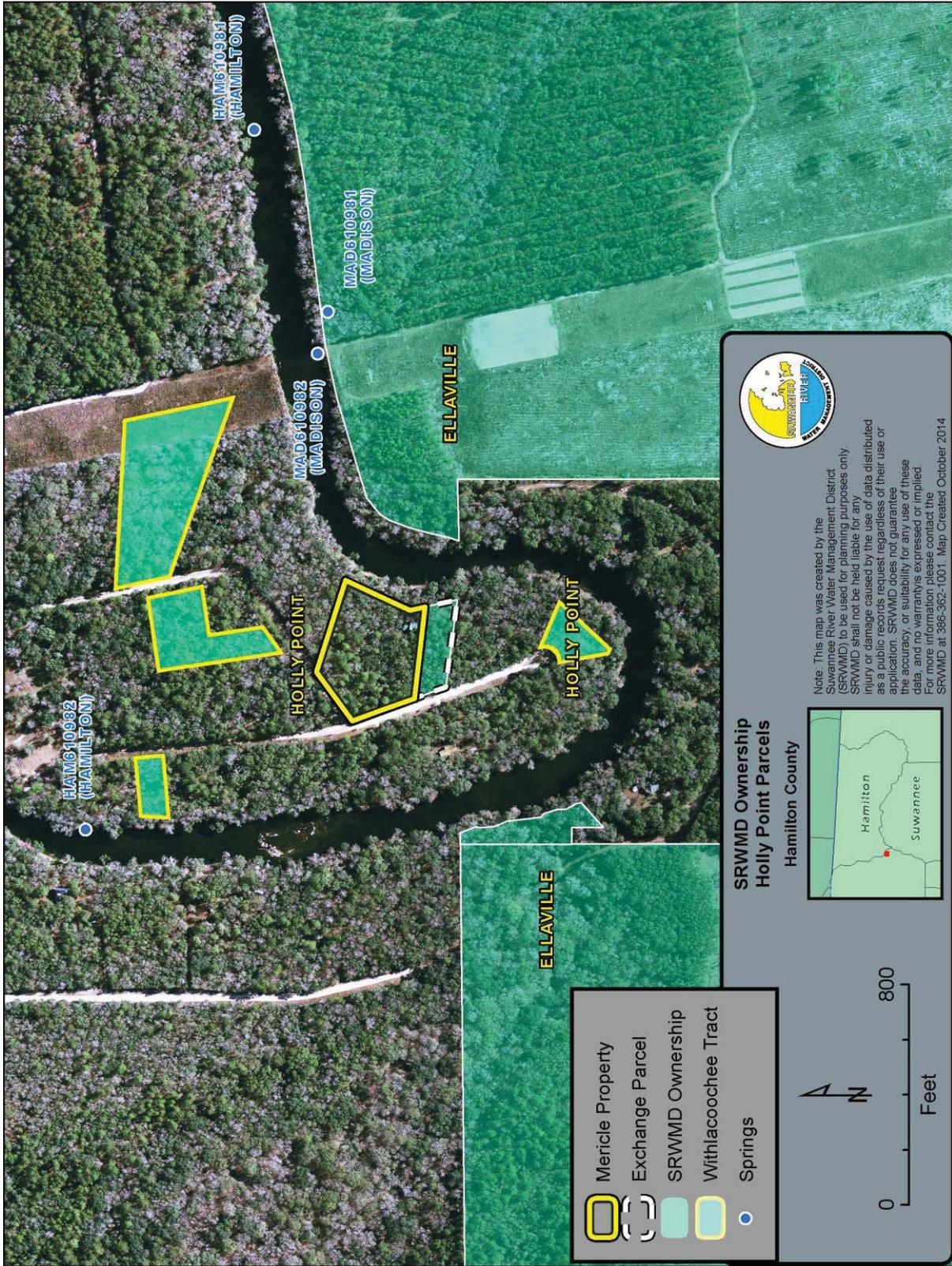
**Description:** Lots 24, 25, and 26 of Holly Point Subdivision

**District Tract – Hamilton County, Florida**

**Owner:** Suwannee River Water Management District

**Description:** Lot 23 of Holly Point Subdivision

# Map



**CONTRACT FOR EXCHANGE OF REAL PROPERTY**  
(DISTRICT Exchanging with Private Entity)

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

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

*LANDOWNER* shall mean:

Name:	Christopher J. and Deanna Mericle
Address:	7712 32nd Lane SW Jasper, FL 32052
Phone:	386-855-5096

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

*CLOSING DATE* shall mean the date the closing of this transaction shall occur.

*CONTRACT* shall mean this "Contract for Exchange of Real Property".

*CONSERVATION EASEMENT* shall mean a conservation easement, in the form attached hereto as Exhibit "C", over the DISTRICT PROPERTY and the LANDOWNERS PROPERTY.

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

*DISTRICT PROPERTY* shall mean that certain parcel of real property, in Hamilton County, Florida as, described in Exhibit "A".

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

*LANDOWNERS PROPERTY* shall mean that certain parcel of real property, in Hamilton County, Florida, as described in Exhibit "B".

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

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1 of 14

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COPIES TO \_\_\_\_\_

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

2. **EXCHANGE:** The DISTRICT shall convey the DISTRICT PROPERTY to the LANDOWNER and in exchange the LANDOWNER shall convey the CONSERVATION EASEMENT to the DISTRICT.
3. **PRICE:** Neither the DISTRICT nor the LANDOWNER shall pay any amount to the other to equalize the values of the DISTRICT PROPERTY and the CONSERVATION EASEMENT.
4. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

4.1 For conveying the DISTRICT PROPERTY:

4.1.1 DISTRICT shall pay for:

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

4.1.2 LANDOWNER shall pay for:

- 4.1.2.1 Charges to record the deed of conveyance of the DISTRICT PROPERTY
- 4.1.2.2 Costs of an environmental audit of the DISTRICT PROPERTY if the LANDOWNER decides to have one prepared.
- 4.1.2.3 All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years.
- 4.1.2.4 LANDOWNER's attorney's fees

4.2 For conveying the CONSERVATION EASEMENT:

4.2.1 The LANDOWNER shall pay for:

- 4.2.1.1 Documentary stamp tax on the CONSERVATION EASEMENT
- 4.2.1.2 Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges) on the CONSERVATION EASEMENT
- 4.2.1.3 All outstanding ad valorem taxes and assessments on the LANDOWNERS PROPERTY for all years prior to the year of closing
- 4.2.1.4 All ad valorem taxes and assessments on the LANDOWNERS PROPERTY for the year of closing (with no proration) and all subsequent years. (These shall not be paid at closing but rather paid when they become due.)
- 4.2.1.5 LANDOWNER's attorney's fees

4.2.2 The DISTRICT shall pay for:

- 4.2.2.1 Charges to record the CONSERVATION EASEMENT
- 4.2.2.2 Costs of an environmental audit of the LANDOWNERS PROPERTY if the

DISTRICT decides to have one prepared.  
4.2.2.3 DISTRICT's attorney's fees

4.3 Parties shall equally divide:

4.3.1 Cost of the SURVEY of the LANDOWNERS PROPERTY and the DISTRICT PROPERTY

4.3.2 Cost of the appraisal of the DISTRICT PROPERTY, which has been prepared prior to the execution of this CONTRACT.

4.3.3 Cost of the appraisal of the LANDOWNERS PROPERTY, which has been prepared prior to the execution of this CONTRACT.

5. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.

6. **CONVEYANCE:**

6.1 At closing, the DISTRICT shall convey title to the DISTRICT PROPERTY to the LANDOWNER. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the DISTRICT PROPERTY, with no warranties of title or as to the accuracy of the legal description or any other matter. The deed of conveyance shall convey the DISTRICT PROPERTY by the legal description contained in the deed of conveyance which conveyed the DISTRICT PROPERTY into the DISTRICT. The deed of conveyance shall reserve to the DISTRICT a conservation easement on the DISTRICT PROPERTY substantially in the form of the CONSERVATION EASEMENT. The deed shall waive the reservation of mineral rights provided in Section 270.11, Florida Statutes.

6.2 At closing, the LANDOWNER shall convey a conservation easement over the DISTRICT PROPERTY and the LANDOWNERS PROPERTY to the DISTRICT by executing and delivering to the DISTRICT a conservation easement which shall be substantially in the form of the CONSERVATION EASEMENT. The CONSERVATION EASEMENT shall utilize the legal description of the DISTRICT PROPERTY set out in the DISTRICT's deed of conveyance to the LANDOWNER and the surveyed legal description shown on the SURVEY of the LANDOWNERS PROPERTY as provided herein.

7. **CONDITIONS PRECEDENT TO CLOSING:** Conditions precedent to the DISTRICT's obligation to close shall be:

7.1 Compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes. These statutory requirements include, but are not limited to, the requirements that (1) both the parcels of property set out herein be appraised and that these appraisals show the appropriate fair market values for the specified time frames; and (2) a notice of intention to sell be published as required by statute and should a better offer be made in response thereto, that the DISTRICT would have the right to terminate this CONTRACT, in which event both parties shall be relieved of all further obligations to the other. Further, should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

7.2 Approval by the State of Florida, Department of Environmental Protection.

8. **TITLE EVIDENCE:** No later than thirty (30) days after the EFFECTIVE DATE, the CLOSING AGENT will provide a TITLE COMMITMENT for the DISTRICT PROPERTY to the LANDOWNER, and a TITLE COMMITMENT for the CONSERVATION EASEMENT to the DISTRICT.

8.1 If the TITLE COMMITMENT for the DISTRICT PROPERTY reflects any defects in title to the DISTRICT PROPERTY, and/or any title exceptions for the DISTRICT PROPERTY that are unacceptable to the LANDOWNER, (the "Title Defects for the DISTRICT PROPERTY"), and the LANDOWNER so notifies the DISTRICT in writing no later than forty (40) days after the EFFECTIVE DATE, then the DISTRICT shall have sixty (60) days from the date of such written notification to correct or remove the Title Defects for the DISTRICT PROPERTY, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If DISTRICT is unable or unwilling to correct or remove the Title Defects for the DISTRICT PROPERTY no later than ten (10) days before the Extended Closing Date, the LANDOWNER may either, by written notice to DISTRICT: (a) accept the Title Defects for the DISTRICT PROPERTY and close this transaction according to the terms of this CONTRACT no later than the Extended Closing Date, or (b) terminate this CONTRACT and thereupon both parties shall be relieved of all further obligations under this CONTRACT. The LANDOWNER shall be deemed to have waived all objections to all matters shown on the TITLE COMMITMENT for the DISTRICT PROPERTY except for those matters shown on a timely, written notice of objections as set out above.

8.2 If the TITLE COMMITMENT for the CONSERVATION EASEMENT reflects any defects in title to the CONSERVATION EASEMENT, and/or any title exceptions for the CONSERVATION EASEMENT CONSERVATION EASEMENT that are unacceptable to the DISTRICT (the "Title Defects for the CONSERVATION EASEMENT"), and the DISTRICT so notifies the LANDOWNER in writing no later than forty (40) days after the EFFECTIVE DATE, then the LANDOWNER shall have sixty (60) days from the date of such written notification to correct or remove the Title Defects for the CONSERVATION EASEMENT, and Closing shall be extended for sixty (60) days (the "Extended Closing Date"). If the LANDOWNER is unable or unwilling to correct or remove the Title Defects for the CONSERVATION EASEMENT no later than ten (10) days before the Extended Closing Date, the DISTRICT may either, by written notice to the LANDOWNER: (a) accept the Title Defects for the CONSERVATION EASEMENT, and close this transaction according to the terms of this CONTRACT no later than the Extended Closing Date, or (b) terminate this CONTRACT, and thereupon both parties shall be relieved of all further obligations under this CONTRACT. The DISTRICT shall be deemed to have waived all objections to all matters shown on the TITLE COMMITMENT for the CONSERVATION EASEMENT, except for those matters shown on a timely, written notice of objections as set out above.

9. **SURVEY:**

9.1 LANDOWNERS PROPERTY:

9.1.1 No later than thirty (30) days after the EFFECTIVE DATE, the DISTRICT shall have a SURVEY prepared for the LANDOWNERS PROPERTY. If the SURVEY reflects any defects that, in the DISTRICT's sole discretion, would adversely affect the CONSERVATION EASEMENT the DISTRICT may treat the same as a "Title Defects for the CONSERVATION EASEMENT" and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

9.1.2 No later than five (5) days after the EFFECTIVE DATE, the LANDOWNER shall furnish the DISTRICT with a copy of any and all surveys of the LANDOWNERS PROPERTY in the LANDOWNER's possession or control.

9.2 DISTRICT PROPERTY:

9.2.1 No later than thirty (30) days after the EFFECTIVE DATE, the LANDOWNER may have a SURVEY prepared for the DISTRICT PROPERTY. If the SURVEY reflects any defects that, in the LANDOWNER's sole discretion, would adversely affect the DISTRICT PROPERTY the LANDOWNER may treat the same as a "Title Defects for the DISTRICT PROPERTY" and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

9.2.2 No later than five (5) days after the EFFECTIVE DATE, the DISTRICT shall furnish the LANDOWNER with a copy of any and all surveys of the DISTRICT PROPERTY in the DISTRICT's possession or control.

10. **ENVIRONMENTAL MATTERS:**

10.1 LANDOWNERS PROPERTY:

10.1.1 The LANDOWNER represents to DISTRICT that: (i) other than in compliance with all applicable environmental laws, rules and regulations, LANDOWNER has not disposed of or dumped any hazardous waste or other environmental pollutants onto the LANDOWNERS PROPERTY, and LANDOWNER has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the LANDOWNERS PROPERTY, (ii) LANDOWNER has not received actual notice from any government agency that the LANDOWNERS PROPERTY is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the LANDOWNERS PROPERTY, and (iii) to the best of LANDOWNER's actual information and belief, without inquiry, the LANDOWNERS PROPERTY has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the LANDOWNERS PROPERTY has violated any applicable environmental laws, rules or regulations.

10.1.2 No later than five (5) days after the EFFECTIVE DATE, the LANDOWNER shall furnish the DISTRICT with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the LANDOWNERS PROPERTY in the LANDOWNER's possession or control.

10.1.3 No later than thirty (30) days after the EFFECTIVE DATE, the DISTRICT may, at the DISTRICT's option and expense, have an environmental audit performed for the LANDOWNERS PROPERTY. If the environmental audit reflects any defects that, in the DISTRICT's sole discretion, would adversely affect the LANDOWNERS PROPERTY the DISTRICT may treat the same as a "Title Defects for the LANDOWNERS PROPERTY" and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

10.2 DISTRICT PROPERTY:

10.2.1 The DISTRICT represents to LANDOWNER that: (i) other than in compliance with

all applicable environmental laws, rules and regulations, DISTRICT has not disposed of or dumped any hazardous waste or other environmental pollutants onto the DISTRICT PROPERTY, and DISTRICT has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the DISTRICT PROPERTY, (ii) DISTRICT has not received actual notice from any government agency that the DISTRICT PROPERTY is in violation of any applicable environmental laws, rules or regulations, or that any remedial action is required on the DISTRICT PROPERTY, and (iii) to the best of DISTRICT's actual information and belief, without inquiry, the DISTRICT PROPERTY has not been used as a dump, land-fill or garbage disposal site, and there has been no allegations that the DISTRICT PROPERTY has violated any applicable environmental laws, rules or regulations.

10.2.2 No later than five (5) days after the EFFECTIVE DATE, the DISTRICT shall furnish the LANDOWNER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the DISTRICT PROPERTY in the DISTRICT's possession or control.

10.2.3 No later than thirty (30) days after the EFFECTIVE DATE, the LANDOWNER may, at the LANDOWNER's option and expense, have an environmental audit performed for the DISTRICT PROPERTY. If the environmental audit reflects any defects that, in the LANDOWNER's sole discretion, would adversely affect the DISTRICT PROPERTY the LANDOWNER may treat the same as a "Title Defects for the DISTRICT PROPERTY" and resolve the same as provided in paragraph entitled TITLE EVIDENCE.

11. **DEFAULT:** Should either party default on any terms of this CONTRACT, then the non-defaulting party shall be entitled to either: (a) specific performance, except specific performance is not available as a remedy for failure to cure title defects (including survey and environmental defects treated as title defects herein, or (b) terminate this CONTRACT, in which event both parties shall be relieved of all further obligations to the other. These are the exclusive remedies available to the parties in the event of default prior to Closing.
12. **BROKERS:** No brokers or realtors have been involved in this transaction nor are any entitled to a commission on this transaction.
13. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
14. **NO ALTERATIONS PRIOR TO CLOSING:** Prior to closing neither party shall (a) cut any timber from any parcel of property referenced herein, or (b) execute or enter into any contracts, easements, mortgages, leases or other agreements relative to any parcel of property referenced herein.
15. **CONDITION OF PROPERTY:** Except as may be expressly set out in this CONTRACT and in any of the closing documents, all properties are being conveyed "as is, where is", with no warranties or representations as to any matter, including, without limitation, the condition or fitness for any particular purpose thereof. Further, except as may be expressly set out in this CONTRACT and in any of the closing documents, neither party guarantees nor makes any warranties or representations as to the accuracy of any report, study, audit, appraisal, or other information concerning any property it may have provided to the other party.

16. **CASUALTY LOSS:**
- 16.1 In the event any portion of the timber located on the DISTRICT PROPERTY is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to Closing, to an extent greater than Ten Thousand and No/100 (\$10,000.00) Dollars in value, then the LANDOWNER may either: (a) accept the condition of the DISTRICT PROPERTY and close this transaction according to the terms of this CONTRACT, or (b) terminate this CONTRACT, and thereupon both the DISTRICT and the LANDOWNER shall be relieved from all further obligations under this CONTRACT.
- 16.2 In the event any portion of the timber located on the LANDOWNERS PROPERTY is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to Closing, to an extent greater than Ten Thousand and No/100 (\$10,000.00) Dollars in value, then the DISTRICT may either: (a) accept the condition of the LANDOWNERS PROPERTY and close this transaction according to the terms of this CONTRACT, or (b) terminate this CONTRACT, and thereupon both the DISTRICT and the LANDOWNER shall be relieved from all further obligations under this CONTRACT.
17. **ASSIGNABILITY:** Neither party may assign this Contract without the prior written consent of the other party.
18. **NON-MERGER CLAUSE:** The terms of this Contract shall survive Closing.
19. **RIGHTS OF INSPECTION:** The parties, though their agent and otherwise, shall both have the right to enter both parcels of property referenced herein prior to closing to inspect and investigate such parcels at any reasonable time upon notice to the other party. The inspecting party shall be responsible for any damage or liability caused by such inspections and investigations.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
21. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to real property.
22. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
23. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
24. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
25. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.

26. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the LANDOWNER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
27. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
28. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and LANDOWNER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
29. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
30. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
31. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
32. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

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

PROPERTY TAX  
DISCLOSURE SUMMARY

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

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED

FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

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

33. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
34. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

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

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_  
Ann Shortelle, PhD.  
As its Executive Director

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

EXECUTED on this 2nd day of April, 2015 by CHRISTOPHER J. MERICLE.

Christopher J. Mericle

STATE OF Florida

COUNTY OF Suwannee

Acknowledged before me this 2nd day of April, 2015, by Christopher J. Mericle who is personally known to me or who produced \_\_\_\_\_ as identification.



Melinda N. Scott  
Notary Public

EXECUTED on this 2nd day of April, 2015 by DEANNA L. MERICLE.

Deanna L. Mericle

STATE OF Florida

COUNTY OF Suwannee

Acknowledged before me this 2nd day of April, 2015, by Deanna L. Mericle who is personally known to me or who produced \_\_\_\_\_ as identification.



Melinda N. Scott  
Notary Public

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

Exhibit "A"

**Lot 23, Holly Point, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 40, of the Public Records of Hamilton County, Florida.**

Exhibit "B"

**Lots 24, 25 and 26, Holly Point, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 40, of the Public Records of Hamilton County, Florida.**

**Exhibit C**

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

\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Christopher J. and Deanna Mericle, having a mailing address of 7712 32<sup>nd</sup> Lane SW, Jasper, Florida 32052, (hereinafter referred to collectively as the "GRANTOR") and in favor of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, having a mailing address of 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as the "DISTRICT").

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain lands on which there are certain significant naturally occurring ecosystems; and,

WHEREAS, such lands have certain natural, scenic and special characteristics which should be preserved; and,

WHEREAS, the best way for the natural, scenic and special characteristics of such lands to be preserved is for the GRANTOR to convey to the DISTRICT a perpetual conservation easement on, over and across such lands for this generation and for future generations.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, the GRANTOR hereby voluntarily grants and conveys to the DISTRICT, its successors and assigns, a conservation easement in perpetuity over the below described property of the nature and character and to the extent as follows:

1. **RECITALS:** The above recitals are incorporated herein by reference as an integral part hereof.
2. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

## Exhibit C

*CONSERVATION EASEMENT* shall mean this written conservation easement.

*DISTRICT* shall have the same meaning as set forth in the first paragraph of this CONSERVATION EASEMENT.

*EFFECTIVE DATE* shall mean the date this CONSERVATION EASEMENT is last executed by the parties.

*EXCAVATION* shall include, without limitation, digging, dredging and mining of material as well as the extraction of liquid or gaseous material through the use of a well, pump or pipeline. It shall not be necessary that the materials be removed from the PROPERTY for such activity to constitute EXCAVATION.

*FILLING* shall mean the placement of SOIL or similar material on land for any purpose including, without limitation, the raising the level of the land generally or just as to a portion or feature of the land such as a depression, pond, stream or ditch.

*GRANTOR* shall have the same meaning as set forth in the first paragraph of this CONSERVATION EASEMENT.

*MINERALS* shall include, without limitation, metallic ores, jewels, hydrocarbons such as natural gas, coal, asphaltum and petroleum, useful rocks such as shale, granite, limestone and marble, and other miscellaneous materials such as feldspar, fluorspar, gypsum, silica rock, borax, sulphur, alum, carbonate and nitrate of soda, and salt.

*OWNER* or *OWNERS* shall mean the GRANTOR, its successors and assigns, and all other persons and entities which may come to own any interest in the PROPERTY, or any portion thereof, by any reason. Provided that this term shall not include the DISTRICT and its successors and assigns.

*PERMITTED STRUCTURES* shall mean those STRUCTURES, either presently existing on the PROPERTY, or to be constructed or placed on the PROPERTY, as shown on the drawing attached hereto as Schedule "B".

*PROPERTY* shall mean that certain parcel of real property as more particularly described in Schedule "A", attached hereto.

*SOIL* shall include, without limitation, loam, topsoil, muck, peat, humus, sand, and common clay.

*STRUCTURES* shall include, without limitation, buildings, mobile homes, campers, barns, sheds, outhouses, signs, billboards or other advertising, utilities, dirt roads, improved roads, bridges, asphalt or concrete pavement, antennas, towers, lights, power poles, fences, gates, posts, above-ground and below-ground storage tanks, above-ground and below-ground septic tanks, ponds (man-made), ditches, dams, dikes, wells and

## Exhibit C

firebreaks. Provided that this term shall not include duck blinds, deer stands and similar structures.

*TIMBER* shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free trees.

*VEGETATION* shall include, without limitation, living, dead, standing, fallen, severed, burned, unburned, damaged, undamaged, diseased and disease-free plants, shrubs, or other vegetation. Provided that this term shall not include *TIMBER*.

*WASTE MATERIAL* shall include, without limitation, solid waste, liquid waste, trash, garbage, litter, yard waste, animal waste, ashes, medical waste, hazardous substances, toxic waste and other unsightly or offensive materials.

3. **PURPOSE:** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its existing natural condition and to prevent any use of the PROPERTY that will impair or interfere with the environmental value of the PROPERTY.
4. **RESTRICTIONS ON USE OF THE PROPERTY:** After the EFFECTIVE DATE, no OWNER shall take any action, do anything or knowingly permit anyone else to do anything which would be inconsistent with the purpose of this CONSERVATION EASEMENT. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over and under any portion of the PROPERTY:
  - 4.1 Construction or placement of STRUCTURES, other than the PERMITTED STRUCTURES.
  - 4.2 EXCAVATION of SOIL or MINERALS in such manner as to affect (temporarily or permanently), or be visible from (temporarily or permanently), the surface.
  - 4.3 FILLING.
  - 4.4 The dumping, placing or disposal of WASTE MATERIAL.
  - 4.5 Removal or destruction of TIMBER or VEGETATION, except as may be expressly set out in this CONSERVATION EASEMENT or otherwise agreed between the OWNERS and the DISTRICT in advance and reflected in a writing executed by both parties.
  - 4.6 Exploration for MINERALS in such manner as to affect (temporarily or permanently), or be visible from (temporarily or permanently), the surface.
  - 4.7 Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

## Exhibit C

- 4.8 Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. Such prohibited activities shall include, without limitation:
- 4.8.1 Any activity or use which could cause erosion, siltation or change of topography;
  - 4.8.2 Any activity which has the effect of disrupting, altering, polluting, depleting, or extracting any existing surface or subsurface water flow or natural water sources;
  - 4.8.3 The use of pesticides or biocides, including, without limitation, insecticides, fungicides, rodenticides and herbicides; and,
  - 4.8.4 The introduction of exotic plant or animal species.
- 4.9 Acts or uses detrimental to such retention of land or water areas.
- 4.10 Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
5. **OWNERS' RETAINED RIGHTS:** The OWNERS shall retain 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 CONSERVATION EASEMENT. Notwithstanding anything else herein to the contrary, it shall not be deemed inconsistent with the purpose of this CONSERVATION EASEMENT for the OWNERS, and the OWNERS' guests, to:
- 5.1 Freely come, go, remain on and roam the PROPERTY for extended periods of time.
  - 5.2 Construct, reconstruct, replace, repair and maintain the PERMITTED STRUCTURES. OWNERS may construct additions to the PERMITTED STRUCTURES within 20 feet of the footprint of the PERMITTED STRUCTURES. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary permits for such activities from the DISTRICT, local building and zoning authorities and otherwise.
  - 5.3 Construct and maintain duck blinds, deer stands and similar structures within the PROPERTY for the purposes of hunting or nature study.

## Exhibit C

- 5.4 Conduct controlled burning on the PROPERTY. Provided nothing herein relieves the OWNERS from the responsibility of complying with all applicable regulations and obtaining all necessary permits for such burning from the Florida Forest Service or otherwise.
  - 5.5 Hunt, harvest, remove, observe, maintain and photograph fish and wildlife on the PROPERTY in compliance with all federal, state and local laws, rules and regulations concerning such activities. The use of bird dogs for hunting is specifically allowed.
  - 5.6 Introduce and stock the PROPERTY with fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities. Provided that except as may be specifically authorized by the DISTRICT, in advance and by a writing executed by both parties, the PROPERTY may only be stocked with native species of fish, game and fowl.
  - 5.7 Feed, care for and maintain the naturally occurring and stocked fish, game and fowl in compliance with all federal, state and local laws, rules and regulations concerning such activities.
6. **DISTRICT'S TIMBER RIGHTS:** In the event, and only in the event, a portion of the TIMBER on the PROPERTY is damaged by natural disaster, fire, infestation or the like, the DISTRICT may, after consultation with the OWNERS, enter upon the PROPERTY, with manpower and equipment, and cut and/or remove any TIMBER which the DISTRICT believes is necessary as part of good management practices. In such event, the DISTRICT shall restore and reforest the area in which such TIMBER is removed within a reasonable time frame. All costs for cutting, removal, restoration and reforestation shall be at the expense of the DISTRICT, and the DISTRICT shall be entitled to the proceeds from the sale of the TIMBER so cut and/or removed, if any.
  7. **EXOTIC SPECIES:** Either the DISTRICT or the OWNERS may take whatever actions such party deems necessary to eradicate and/or control nuisance, exotic and/or non-native fish, animals and plants without the consent of the other party, provided:
    - 7.1 The other party is given reasonable notice of the actions;
    - 7.2 The actions do not unreasonably interfere with the rights of the other party as set out in this CONSERVATION EASEMENT;
    - 7.3 The other party shall only be responsible to pay for the actions to the extent agreed by the parties in writing; and,
    - 7.4 The actions are permitted under applicable law.
  8. **RESTRICTIONS ON ALIENATION:** The OWNERS shall retain the right to sell,

## Exhibit C

grant, convey, transfer, alienate, gift, donate and/or devise the PROPERTY subject to the following specific restrictions on transfers:

- 8.1 No OWNER may sell, grant, convey, transfer, alienate, gift, donate or devise any interest in the PROPERTY, or any portion thereof, except such OWNER's entire undivided interest in all portions of the PROPERTY. In other words, no OWNER may subdivide the PROPERTY.
- 8.2 The OWNERS shall ensure that all subsequent deeds or other instruments conveying or transferring any interest in the PROPERTY contain a notice of this CONSERVATION EASEMENT, showing the recording information therefor. Such notice shall be in substantially the following form:
- “NOTICE IS GIVEN that a recorded, Conservation Easement places certain restrictions on the subject property. Such Conservation Easement is recorded in the public records of \_\_\_\_\_ County, Florida at O.R. Book \_\_\_\_\_ page \_\_\_\_\_.”
- 8.3 Upon becoming an OWNER, such OWNER shall furnish the DISTRICT with his or her name and current addresses and all subsequent addresses.
- 8.4 In the event, the PROPERTY may become owned by more than one OWNER at the same time (by operation of law, court order or otherwise), those OWNERS must select one OWNER to receive all notices from the DISTRICT concerning the PROPERTY and authorize that OWNER to act on behalf of the other OWNERS and to accept service of process in any legal action or administrative proceeding filed by the DISTRICT. Should the then OWNERS fail or refuse to name one OWNER to comply with the terms hereof, then the DISTRICT may, by petitioning a court of competent jurisdiction in Suwannee County, Florida, request the court to appoint one of the OWNERS to be the one OWNER who, on behalf of the other OWNERS, accepts notice, acts for the other OWNERS and accepts service of process.
9. **WAIVER OF RIGHT TO PARTITION PROPERTY:** The GRANTOR forever waives, and the other OWNERS shall not have, the right to partition the PROPERTY “in kind”.
10. **DISTRICT'S MAY TRANSFER ITS RIGHTS UNDER THIS CONSERVATION EASEMENT:** The DISTRICT may assign or transfer its interest herein to any other lawfully constituted and authorized governmental body whose statutory authority and purposes include conservation of land or water area or the preservation of sites or properties; provided that the then OWNERS shall be given 30 days advance written notice of such transfer.
11. **TAXES ON THE PROPERTY:** The OWNERS shall pay all ad valorem or other taxes

## Exhibit C

and assessments which may now or hereinafter be assessed or charged against the PROPERTY. However, regardless of such payment, pursuant to Sections 197.572 and 704.06(4), Florida Statutes, as amended, all provisions of this CONSERVATION EASEMENT shall survive and be enforceable after the issuance of a tax deed for the PROPERTY.

12. **DISTRICT'S RIGHT OF ENTRY:** The DISTRICT and its officers, employees and agents (along with appropriate invitees and guests), shall be entitled to enter and remain on the PROPERTY in a reasonable manner and at reasonable times for all legal purposes, including, without limitation, inspection of the PROPERTY to assure compliance with this CONSERVATION EASEMENT and access to neighboring properties for similar purposes. The DISTRICT shall give reasonable advance notice of such entry to the OWNERS, provided that advance notice will not be required for entry in the event of fire, natural disaster, or other urgent circumstances threatening the PROPERTY or the TIMBER thereon. This CONSERVATION EASEMENT does not grant to the public in general any rights to enter or access the PROPERTY.
13. **DISTRICT MAY CONTROL PUBLIC ACCESS:** The DISTRICT retains the right to prevent and control access onto and over the PROPERTY by the public by building and maintaining fences and installing gates, and to post the land to exclude public use, trespass, and hunting.
14. **CONSERVATION EASEMENT TO BE PERPETUAL:** This CONSERVATION EASEMENT shall be perpetual.
15. **CONSERVATION EASEMENT SHALL RUN WITH THE LAND:** This CONSERVATION EASEMENT shall run with the land and be binding on all the OWNERS.
16. **LIABILITY OF THE DISTRICT:** Pursuant to Section 704.06(10), Florida Statutes, as amended, the fact that the DISTRICT holds this CONSERVATION EASEMENT does not subject the DISTRICT to any liability for any damage or injury that may be suffered by any person on the PROPERTY or as a result of the condition of the PROPERTY. The OWNERS hereby assume all liability for any injury or damage to the person or property of third parties which may occur on the PROPERTY arising from the OWNERS' ownership of the PROPERTY. Neither the OWNERS, nor any person or entity claiming by or through the OWNERS, shall hold the DISTRICT liable for any damage or injury to person or personal property which may occur on the PROPERTY.
17. **WARRANTY OF OWNERSHIP OF PROPERTY AND ABILITY TO GRANT CONSERVATION EASEMENT:** The GRANTOR fully warrants that, at the time of the execution and delivery of this CONSERVATION EASEMENT, the GRANTOR held unencumbered, fee simple title to the PROPERTY and had the legal authority and ability to execute and deliver this CONSERVATION EASEMENT. GRANTOR will warrant and defend the same against the lawful claims of all persons whomsoever.

## Exhibit C

18. **COMPLIANCE WITH ALL LAWS; REQUIRED PERMITS:** The OWNERS shall not use the PROPERTY nor allow anyone else to use the PROPERTY in any way which is contrary to any applicable Federal, State or local law, ordinance, rule or regulation, including, without limitation, those laws, ordinances, rules and regulations which prohibit certain activities without the proper permits for the development of the PROPERTY (including, without limitations, all water use permits, environmental resource permits, permits to relocate endangered or threatened species, building permits, zoning permits, subdivision approvals, rezonings, certifications, special exceptions, variances and similar permits and all renewals and modifications of the same). The OWNERS shall not apply for, nor consent for others to apply for any such permits without the prior written consent of the DISTRICT. For applications for such permits which are (1) reasonably required for the activities which are expressly allowed under this CONSERVATION EASEMENT and (2) limited in scope to only what is reasonably needed for such activities, the DISTRICT shall, upon confirming the same, promptly give such written consent. For all other permits, the DISTRICT may, in the DISTRICT's sole discretion, grant or withhold such consent as the DISTRICT deems appropriate. The provisions of this paragraph shall apply regardless of whether the DISTRICT is the permitting agency. The DISTRICT's giving or withholding of its consent as set out in this paragraph is an exercise of its proprietary, and not its regulatory, powers. Without the prior written consent of the DISTRICT as provided in this paragraph, the OWNERS cannot show adequate ownership or control of the PROPERTY to entitle OWNERS to make application for any such permits.
19. **ENFORCEMENT OF THIS CONSERVATION EASEMENT:** The DISTRICT may enforce the provisions of this CONSERVATION EASEMENT by injunction or proceeding in equity or at law, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.
20. **DISTRICT'S DISCRETION IN ENFORCEMENT:** The DISTRICT may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if the DISTRICT declines to exercise its rights under this CONSERVATION EASEMENT, the DISTRICT's forbearance shall not be construed to be a waiver by the DISTRICT of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the DISTRICT's rights under this CONSERVATION EASEMENT. No delay or omission by the DISTRICT in the exercise of any right or remedy upon any breach of this CONSERVATION EASEMENT shall impair such right or remedy or be construed as a waiver. The DISTRICT shall not be obligated to the OWNERS, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT.
21. **GOVERNING LAW:** This CONSERVATION EASEMENT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its

## Exhibit C

conflict of laws rules.

22. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONSERVATION EASEMENT shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
23. **ATTORNEYS FEES AND COSTS:** If a legal action is brought to enforce or construe any provision of this CONSERVATION EASEMENT, the prevailing party shall recover its costs, expenses and reasonable attorney's fees incurred therein from the non-prevailing party.
24. **WAIVER OF JURY TRIAL:** The DISTRICT and the OWNERS forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONSERVATION EASEMENT and agree to have any such actions decided by a judge alone, without a jury.
25. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
26. **CONSERVATION EASEMENT AND NOTICES TO BE RECORDED:** This CONSERVATION EASEMENT shall be recorded and indexed in the same manner as any other instrument affecting the title to real property, in the County or Counties where the PROPERTY is located. The DISTRICT may re-record this CONSERVATION EASEMENT, or a notice thereof, from time to time, whenever, the DISTRICT determines that it is necessary or convenient to do so. Upon request of the DISTRICT, and from time to time, the OWNERS, or any of them, shall execute and deliver to the DISTRICT a notice of this CONSERVATION EASEMENT, prepared by the DISTRICT, for recording.
27. **CHANGES TO BE IN WRITING:** No portion of this CONSERVATION EASEMENT may be amended, revoked, abandoned or released except through a written agreement executed by the parties with the same formalities as this CONSERVATION EASEMENT and recorded in the County or Counties where the PROPERTY is located.
28. **CONSTRUCTION OF CONSERVATION EASEMENT:** This CONSERVATION EASEMENT is the product of negotiation between the parties, thus the terms of this CONSERVATION EASEMENT shall not be construed against either party as the drafter. Any general rule of construction notwithstanding, this CONSERVATION EASEMENT shall be liberally construed in favor of the grant to affect the purposes of this CONSERVATION EASEMENT and the policy and purpose of Section 704.06, Florida

**Exhibit C**

Statutes.

29. **INTEGRATION CLAUSE:** This CONSERVATION EASEMENT 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.
  
30. **NO THIRD PARTY RIGHTS:** The provisions of this CONSERVATION EASEMENT are for the sole and exclusive benefit of the DISTRICT and the OWNERS and no provision of this CONSERVATION EASEMENT will be deemed for the benefit of any other person or entity. There shall be no third party rights of enforcement of this CONSERVATION EASEMENT.

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

**Exhibit C**

IN WITNESS WHEREOF, \_\_\_\_\_ (one of the GRANTORS) has herunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

Witness (print name under signature)

\_\_\_\_\_

Witness (print name under signature)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me, or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Notary Public (print name under signature)  
Commission #

My Commission Expires:

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

**Exhibit C**

IN WITNESS WHEREOF, \_\_\_\_\_, (one of the GRANTORS)  
has herunto set his or her hands and seal the date first hereinabove written.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_

Witness (print name under signature)

\_\_\_\_\_

Witness (print name under signature)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2015, by \_\_\_\_\_, who is personally known to me, or who  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Notary Public (print name under signature)  
Commission #

My Commission Expires:

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

**Exhibit C**

ACCEPTANCE BY THE DISTRICT

The DISTRICT hereby accepts this CONSERVATION EASEMENT and agrees to be bound by the terms thereof.

GOVERNING BOARD OF THE SUWANNEE  
RIVER WATER MANAGEMENT DISTRICT

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

(OFFICIAL SEAL)

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

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

**Exhibit C**

SCHEDULE "A"  
(Legal Description of the PROPERTY)

That certain parcel of real property located in Hamilton County, Florida and more particularly described as follows:

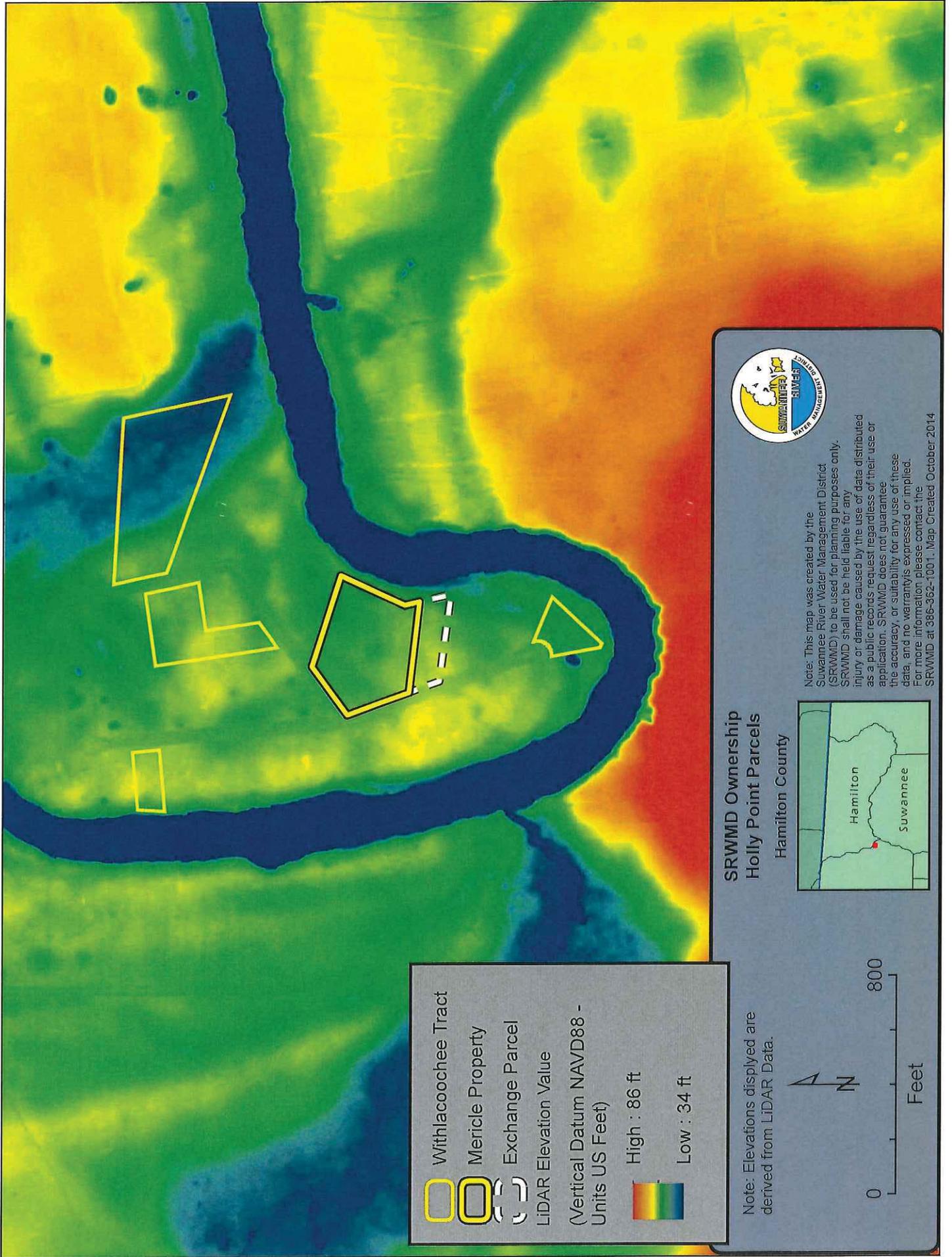
Lot 23, 24, 25, and 26, Holly Point, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 40, of the Public Records of Hamilton County, Florida.

**Exhibit C**

**SCHEDULE "B"**

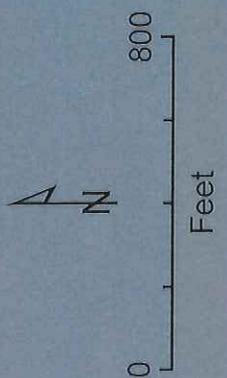
(Drawing of the PROPERTY showing the PERMITTED STRUCTURES)





 Withlacoochee Tract  
 Mericle Property  
 Exchange Parcel  
 LIDAR Elevation Value  
 (Vertical Datum NAVD88 - Units US Feet)  
 High : 86 ft  
 Low : 34 ft

Note: Elevations displayed are derived from LIDAR Data.



**SRWMD Ownership  
Holly Point Parcels**  
Hamilton County



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 October 2014

## MEMORANDUM

TO: Governing Board

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

DATE: March 27, 2015

RE: Authorization to Conduct a Detailed Assessment and Commence Negotiations with Tatum Timber and Land, Ltd., on a Fee Simple Purchase of 152.19 Acres +/- in Bradford County

### RECOMMENDATION

**Staff recommends the Governing Board authorize staff to conduct a detailed assessment and commence negotiations with Tatum Timber and Land, Ltd., on a fee simple purchase of 152.19 acres +/- in Bradford County.**

### BACKGROUND

Staff received a property offer from Tatum Timber and Land, Ltd., on March 13, 2015, on 152.19 acres +/- . This property is within the priority area for buffering Camp Blanding and has the potential for a water resource development project. If approved for detailed assessment, staff will work with Camp Blanding to obtain either Readiness and Environmental Protection Integration or Army National Guard funds for purchase of the property. In this partnership, the District will commit pre-acquisition costs for detailed assessment and, if the Governing Board approves the acquisition, due diligence and closing costs as matching funds. Maps and a parcel assessment summary are attached to this memorandum.

The Lands Committee reviewed the offer at its March 25, 2015, meeting and voted to forward the offer to the Governing Board for consideration.

JD/rl  
Attachments

**PARCEL ASSESSMENT SUMMARY  
APRIL 2015**

**TRACT:** Camp Blanding Buffers/Tatum Timber and Land

**SELLER:** Tatum Timber and Land, Ltd.

**COUNTY:** Bradford

**SECTION/TOWNSHIP/RANGE:** Section 36 / Township 6 South / Range 22 East

**ACREAGE:** 152.19 +/-

**TAX PARCELS:** 4605-0-00000 and 4605-0-00100

**WATER RESOURCE PROTECTION:**

Flood Zone: 66% (101 +/- acres)  
Surfacewater: 43% (66 +/- acres)  
Aquifer Recharge: N/A  
Springs Protection: N/A

**TRACT DESCRIPTION:**

The Tatum Timber and Land tract is located within the priority area for buffering Camp Blanding. The tract is forested with a mixture of pine and hardwood timber and contains a mixture of wetland and upland areas. Alligator Creek flows from a discharge point of the DuPont mine adjacent to the south and continues through the entirety of the property, flowing generally from south to north.

FPL power lines and presumably an easement run through the entirety of the property from southwest to northeast.

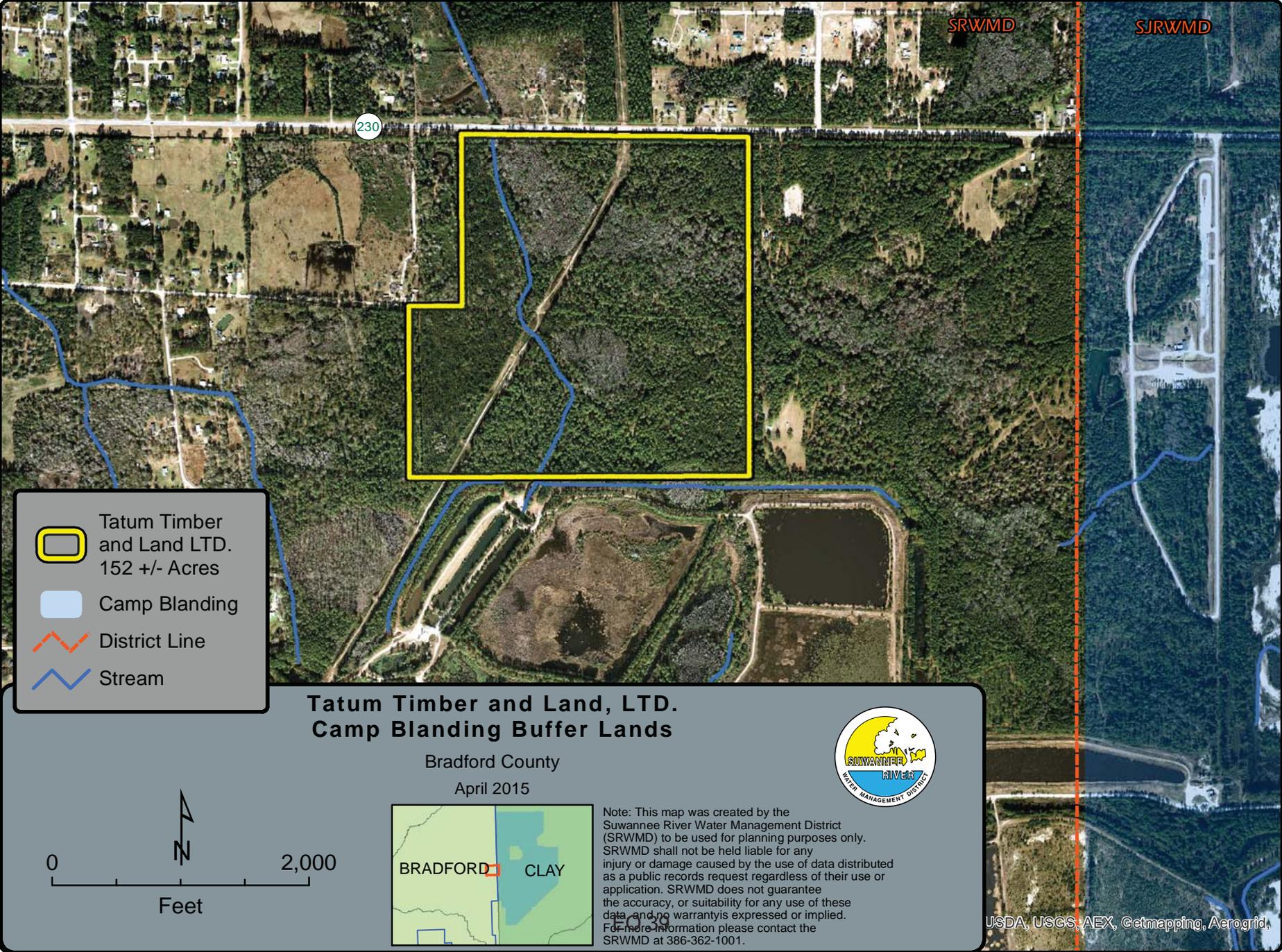
**ACCESS:** The owner reports physical and legal access from State Road 230.

**OUTSTANDING INTERESTS:** The owner reported no outstanding interests at this time.

**MANAGEMENT ALTERNATIVES:** The management concept is to implement a water resource development project and include the tract within a management agreement with Camp Blanding.

**CURRENT ASKING PRICE:** \$5,000 per acre with a three-year timber reservation.

/jd



SRWMD

SJRWMD

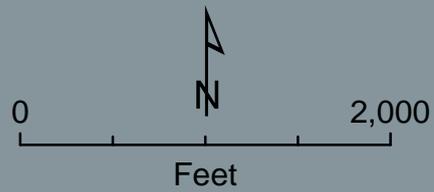
230

-  Tatum Timber and Land LTD. 152 +/- Acres
-  Camp Blanding
-  District Line
-  Stream

### Tatum Timber and Land, LTD. Camp Blanding Buffer Lands

Bradford County

April 2015



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 Tatum Timber and Land LTD. 152 +/- Acres

 Camp Blanding

 District Line

LiDAR Elevation Value

High : 239 ft

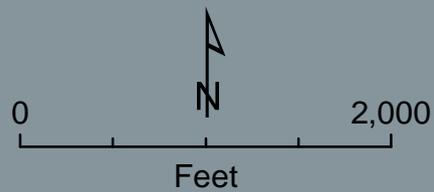


Low : 161 ft

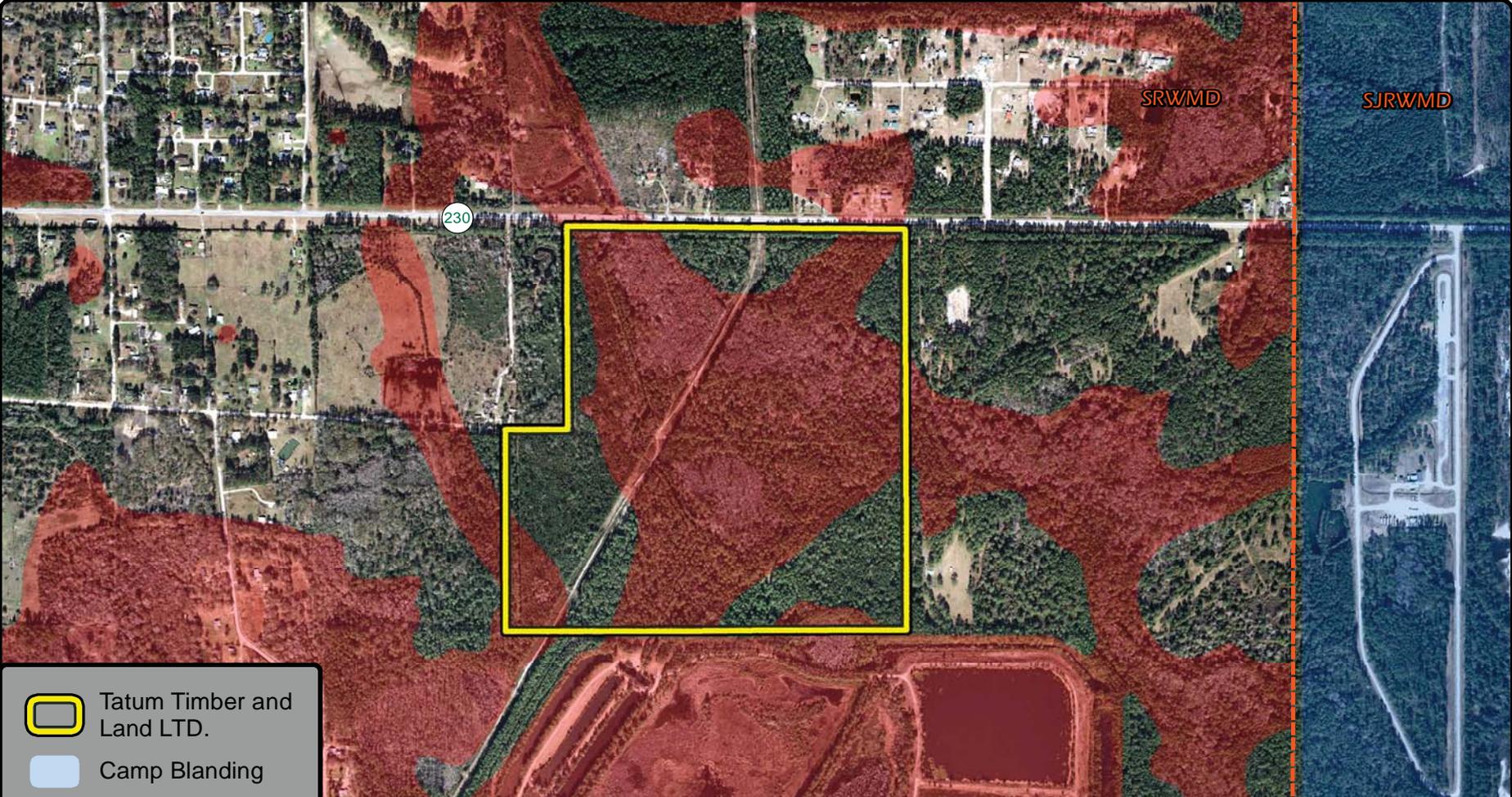
(Vertical Datum NAVD88- Units US Feet)

### Tatum Timber and Land, LTD. Camp Blanding Buffer Lands

Bradford County  
April 2015



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.



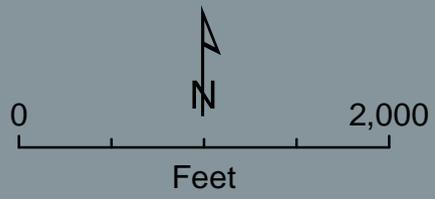
-  Tatum Timber and Land LTD.
-  Camp Blanding
-  Flood Protection 101 +/- Acres
-  District Line

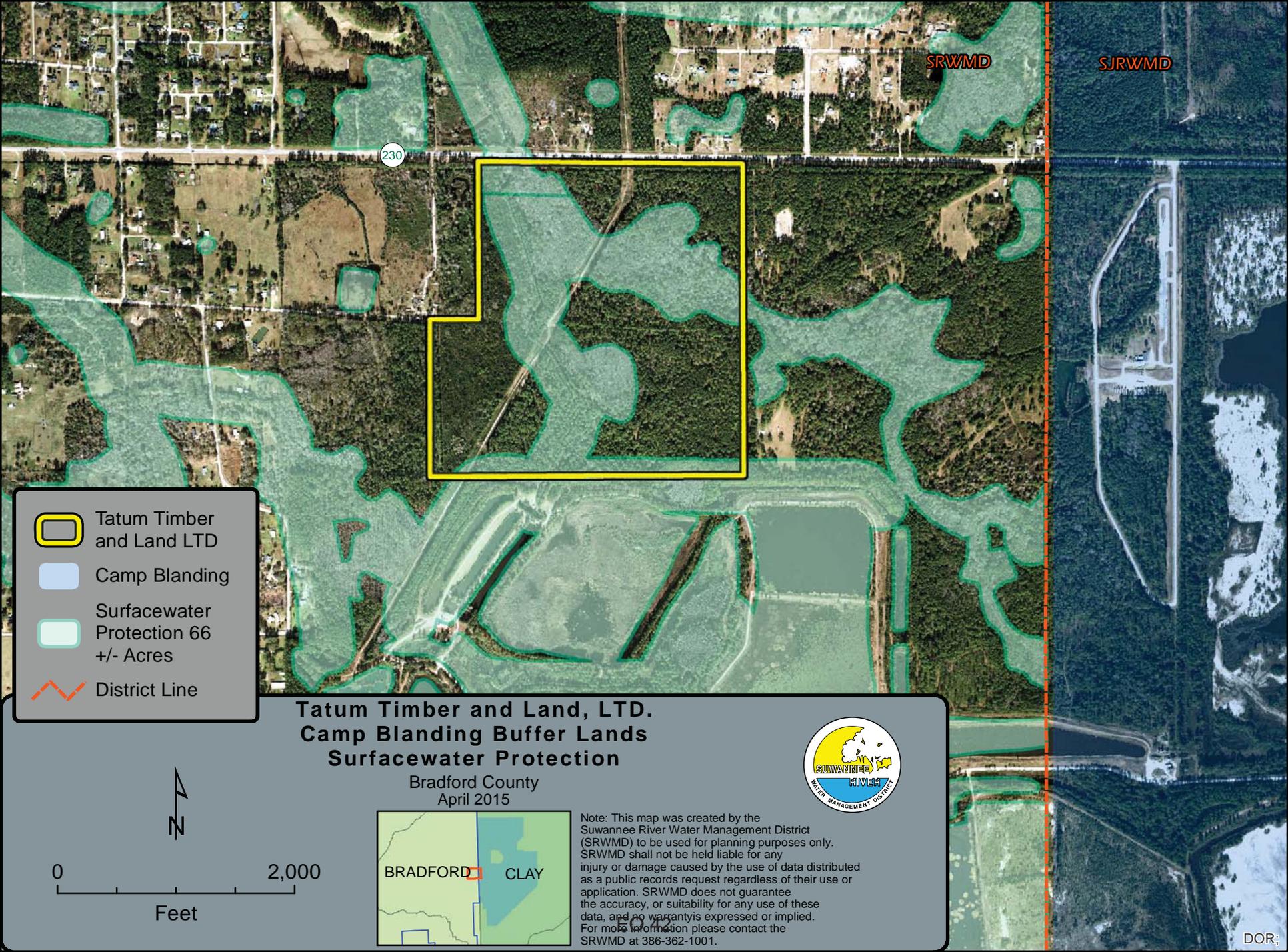
**Tatum Timber and Land, LTD.  
Camp Blanding Buffer Lands  
Flood Protection**

Bradford County  
April 2015



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SRWMD

SJRWMD

230

-  Tatum Timber and Land LTD
-  Camp Blanding
-  Surfacewater Protection 66 +/- Acres
-  District Line

**Tatum Timber and Land, LTD.  
Camp Blanding Buffer Lands  
Surfacewater Protection**

Bradford County  
April 2015



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: March 27, 2015

RE: Approval of Governing Board Directive Number 15-0001, Water Resource Guidelines for Acquisition and Surplus of Lands and Procedures for Determination and Disposal of Surplus Lands

RECOMMENDATION

**The Lands Committee recommends the Governing Board approve Directive Number 15-0001 providing water resource guidelines for acquisition and surplus of lands and procedures for determination and disposal of surplus lands.**

BACKGROUND

The Governing Board rescinded Program Directive 2011-03LM regarding guidelines and procedures for surplus lands at its March 10, 2015 meeting. Staff proposed the attached Directive to the Lands Committee at its March 25, 2015 meeting and the Committee approved the Directive for recommendation to the Governing Board.

Directive 15-0001 enhances water resource guidelines for screening lands for both acquisition and surplus, provides policy direction for acquisition and surplus of lands, and provides a procedure for determining and disposing of surplus lands.

JD/rl  
Attachment

# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

## GOVERNING BOARD DIRECTIVE



**Policy Number:** GBD 15-0001

**Date Approved:** April 14, 2015

**Subject:** **Water Resource Guidelines for Acquisition and Surplus of Lands and Procedures for Determination and Disposal of Surplus Lands**

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

\_\_\_\_\_  
**Ray Curtis, Secretary/Treasurer**

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### **1.0 Reference to Prior Policy**

Program Directives 2011-03LM and 2011-01LM

### **2.0 Purpose and Intent**

The purpose of this Directive is to provide updated water resource guidelines for consideration in the land acquisition and surplus processes and to revise the procedure for determination of surplus lands.

### **3.0 Definitions**

For the purpose of this directive, surplus lands are defined as those District-owned property interests that either need not be acquired in a proposed project or no longer need to be owned to further the District's land conservation purposes of flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, and preservation of wetlands, streams, and lakes, as per section 373.016, Florida Statutes (F.S.).

#### **4.0 Elements of Directive**

##### Water Resource Guidelines:

Staff will use the following water resource guidelines to screen voluntary offers to sell lands for suitability for potential acquisition and to screen lands for suitability for potential surplus. Staff shall present the screening results to the Lands Committee and Governing Board.

- The extent to which the lands contain areas of high aquifer recharge as determined by analysis of the best available data sources;
- The extent to which the lands provide protection for springs (either directly or indirectly) as determined by analysis of Upper Floridan aquifer potentiometric surface elevations, springs conduit maps, riverine aquifer discharge zones, light detection and ranging (LiDAR) data, dye trace studies, and any other relevant information;
- The extent to which the lands provide protection of surface waters (wetlands and streams);
- The extent to which the lands provide flood protection as determined by analysis of horizontal flooding extent and inundation depth with the Federal Emergency Management Agency (FEMA) one-percent annual chance (100-year) flood event (AE flood zones);
- The extent to which the lands are needed for implementation of water resource development projects, restoration, or other projects; and
- The extent to which the lands provide conservation and protection of water resource values consistent with the objectives of the District's acquisition plan.

##### Policy Direction for Acquisition of Lands:

During the detailed assessment of an owner's voluntary offer to sell lands, staff shall seek to minimize the potential acquisition of surplus lands by employing the following practices prior to acquisition:

- Staff should state project objectives clearly and should delineate project boundaries to meet those objectives as tightly as possible.
- During negotiations, staff should work with the voluntary seller to keep acquisitions within the project boundaries by offering alternatives such as the purchase of a conservation easement over lands adjacent to the project area.
- Staff will present to the Governing Board an analysis of potential surplus lands within an acquisition project when recommending an acquisition for approval.

### Policy Direction for Surplus of Lands:

Staff will consider the following factors in the analysis of the District's land holdings for potential surplus.

- The results of the screening as defined by the Water Resource Guidelines section above;
- The extent to which disposing of the lands will adversely affect management effectiveness and efficiency;
- The extent to which the lands are currently used by the public for recreational purposes;
- Whether disposal of the lands would result in a net loss of lands open to public hunting;
- The extent to which the lands provide other significant archaeological, historical, or ecological value;
- The extent to which the lands provide a valuable linkage to other conservation property owned by the District or federal or state or local public agencies;
- The extent to which the lands would be accessible to a future owner without causing adverse impacts to natural resources or hindering the District's management of the property (including prescribed fire management);
- The extent to which the lands are marketable, based on consultation with local real estate brokers;
- The extent to which concerns of other public conservation land managers or members of the public have been addressed;
- For lands purchased for projects, the extent to which disposing of the lands would conflict with the project objectives; and
- For lands acquired with Preservation 2000 funds, the intent of the Act as prescribed in Section 259.101(6), F.S.

### Procedure for Determining Surplus Lands:

The procedure for determination of surplus lands shall be as follows:

- Staff will present potential surplus lands for consideration by the Lands Committee at a regularly-scheduled Committee meeting in which public comment will be received.
- If the Committee approves the potential surplus lands for consideration by the Governing Board, then staff will post notice of consideration of the lands for surplus on the District website to inform the public of the next meeting in which the Governing Board will consider the proposed lands for surplus.
- At the regularly-scheduled Governing Board meeting of which notice was given, the Governing Board will receive public comment with regards to the lands considered for surplus. For lands acquired for conservation purposes as specified in 373.089(6)(c) and (d), F.S., the Governing Board must determine the lands are no longer needed for conservation purposes by an affirmative vote of two-thirds of the Governing Board membership (six Board members) consistent with Article X, Section 18 of the Florida Constitution. All other lands may be designated as surplus and approved for disposal by a simple majority vote of the Governing Board.

No lands shall be recommended to the Governing Board for consideration as surplus unless an on-site inspection has been conducted by District staff within the four months prior to the recommendation.

At the time of the Governing Board's determination of lands as surplus, the Governing Board may also consider retention of a conservation easement over the property as a condition of the ultimate sale or exchange of the District's fee interest in the property.

Net proceeds from the sale of surplus land will be used to acquire land interests deemed to have significant water resource value.

Procedure for Disposal of Surplus Lands:

The District will follow the procedures in sections 373.056 and 373.089, Florida Statutes, when selling, conveying, and disposing of interests in real property as surplus lands.

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: March 24, 2015  
RE: Springs Protection Awareness Month Proclamation

RECOMMENDATION

**Staff recommends the Governing Board proclaim April 2015 as Springs Protection Awareness Month.**

BACKGROUND

Similar to past two years, Senator Charlie Dean has filed Florida Senate Resolution (SB) 1610 which was adopted by publication on March 24, 2015 recognizing April 2015 as Springs Protection Awareness Month. The intent of SB 1610 is to raise public awareness on the importance of springs protection. Representative Elizabeth Porter submitted a House Resolution (HB) 9027 that was adopted by publication on March 18, 2015, which also recognizes April 2015 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/rl  
Attachment

**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 \$50 million dollars for springs protection and restoration in his 2014-2015 “Keep Florida Working Budget”.

**NOW THEREFORE**, the Governing Board of the Suwannee River Water Management District hereby proclaims April 2015 as Springs Protection Awareness Month, and all levels of government are encouraged to support springs protection, restoration, and preservation awareness.

**PASSED AND ADOPTED THIS 14th DAY OF April, 2015 A.D.**

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

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**MEMBERS OF THE BOARD:**

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

**ATTEST:**

MEMORANDUM

TO: Governing Board

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

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

DATE: March 27, 2015

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

**March 23, 2015 Stakeholder Advisory Committee (SAC) Meeting:**

The March 23, 2015, Stakeholder Advisory Committee (SAC) Meeting was cancelled. The next meeting is scheduled for April 27, 2015. An update will be provided at the May 2015 Board meeting.

Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

CH/co

MEMORANDUM

TO: Governing Board

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

DATE: April 6, 2015

RE: Land Acquisition and Disposition Activity Report

**Approved for Detailed Assessment**

Owner	Project Name	Acres	County	Comments
Michael and Freda Shaw	Shaw Conservation Easement Exchange	1,027	Lafayette	Appraisal work ongoing.
Rock Bluff Spring Co., LLC	Rock Bluff Springs	173	Gilchrist	Appraisals are complete.
Winston Lovelace, et al	Turtle Spring	91	Lafayette	Target closing date is 4/24/2015.
Rayonier Forest Resources, L. P.	Camp Blanding Buffers	2,014	Bradford	Re-initiating appraisals.
SRWMD	Sandlin Bay Sale/Exchange to U.S. Forest Service	2,023	Columbia	Appraisals tour for the 623-acre sale held on 2/26/2015.
River Error Farms	Hardee Springs	304.5	Hamilton	Appraisals are complete.
Chris Mericle	Mericle Property/Holly Point Subdivision Exchange	3,917	Hamilton	Staff sent an exchange offer on 2/26/2015 and staff is preparing an Option Contract.
John and Deborah Steffen	Steffen Property	14	Bradford	Staff sent an offer letter on 3/19/2015 and staff is negotiating terms with Mr. Steffen.
Lyme Lafayette Forest Company, LLC	Lyme Timber Company Lafayette Tract Conservation Easement	6,713	Lafayette	

**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	Price	Comments
Alligator Lake	43	Columbia	8/10/2001	P2000				Governing Board approved conveyance on 8/13/2013 contingent upon the inter-local agreement with Columbia County.
Barnett	102	Hamilton	6/29/2001	P2000	N/A	N/A	N/A	White Springs is preparing deed of conveyance.
White Springs Wellfield	76	Hamilton	2/4/2000	P2000	N/A	N/A	N/A	White Springs is preparing deed of conveyance.
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$34,930	Listing agreement expired, but available for sale.
Jennings Bluff	46.65	Hamilton	02/1989	WMLTF	1/27/2014	N/A	N/A	Hamilton County is preparing deed of conveyance.
Timber River	1	Madison	03/1998	WMLTF	8/5/2010; Updated 7/30/2014	11/18/2010	Fee entire tract \$6,950	Listing agreement expired, but available for sale.

ABS/jd

MEMORANDUM

TO: Governing Board  
FROM: Ann B. Shortelle, Ph.D., Executive Director  
DATE: March 27, 2015  
RE: District's Weekly Activity Reports

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

ABS/rl  
Attachments

## Weekly Activity Report to Governing Board February 23-27, 2015

### *Executive / Management*

- Ann Shortelle and Patrick Webster met with representatives of the City of Archer to discuss the City's 2013 RIVER grant.
- Ann Shortelle met with representatives of DACS and UF-IFAS to discuss cost-share funding for BMPs equipment.
- Jon Dinges, Keith Rowell and representatives of The Forest Company attended the Appraisal Tour of Sandlin Bay in Lake City.
- Steve Minnis participated in the weekly Legislative meeting/conference call along with representatives from DEP and the other WMDs.
- Steve Minnis met with representatives of Florida Gateway College in Lake City to discuss partnership on various programs.

### *Water Supply*

- Carlos Herd and Dale Jenkins attended the North Florida Utility Coordinating Group meeting in Palatka.
- Carlos Herd and Dale Jenkins met with representatives of DEP and Cardno to discuss the Sabal Trail Pipeline.

### *Water Resources*

- Erich Marzolf, Tom Mirti, Jon Wood, Marc Minno, Glenn Horvath and Darlene Saindon met with SJRWMD staff in Palatka to discuss adopting SJRWMD's Environmental Database for water quality data management.
- Erich Marzolf, Tom Mirti, Marc Minno and John Good met with staff from DEP to discuss MFL and TMDL development for Madison Blue Spring and the Wacissa River.
- Erich Marzolf met with representatives of DEP, Florida Fish and Wildlife Conservation Commission, U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration and others for the Big Bend Coordination meeting, related to RESTORE and the oil spill response work.
- Erich Marzolf and staff from DEP participated in the Coastal Mangers Forum meeting via conference call.
- Vince Robinson and Henry Richardson installed a water level gage for the Brooks Sink Project.

### *Resource Management*

- Tim Sagul and Warren Zwanka participated in the Consumptive Use Permitting Regulatory Coordination conference call with staff from DEP and the other WMDs.
- Tim Sagul, Erich Marzolf, Warren Zwanka, Leroy Marshall, Pat Webster and Kevin Wright met with representatives of DEP regarding ways to consider permit coordination on upcoming waste water renewals.

- Pat Webster met with representatives from Bradford County regarding various stormwater related issues.
- Leroy Marshall participated in a conference call with staff from DEP and the other WMDs regarding ERP permitting consistency.
- Leroy Marshall attended the FEMA Region IV Coastal Outreach conference call concerning the revised flood maps for the coast.
- Leroy Marshall attended the Silver Jackets Quarterly meeting along with staff from U.S. Army Corps of Engineers, Florida Department of Emergency Management and other agencies.

#### *Administration & Operations*

- Dave Dickens met with representatives of the Town of Bronson regarding the Levy Blue Springs Water Quality Improvement Project.
- Bob Heeke participated in the Bailey Brothers conservation easement inspection in Dixie County.
- Bob Heeke participated in the Plum Creek conservation easement inspection in Alachua County.

#### *Ag Team / Suwannee River Partnership*

- Joel Love attended and Sarah Luther presented about cost-share and water use permits at the Hamilton County Beef Producers meeting.
- Ann Shortelle and Kevin Wright attended the Lafayette County Farm Bureau Legislative meeting in Mayo.

#### *Communications*

- Abby Johnson participated in the weekly DEP/WMD Communications Press call.

#### *Announcements for Week of March 2, 2015:*

- The 1st week of the Legislative Session is scheduled for the week of March 2.



## Weekly Activity Report to Governing Board March 2-6, 2015

### *Executive / Management*

- Chairman Don Quincey and Ann Shortelle attended the DEP/WMD Face to Face meeting in Tallahassee.
- Ann Shortelle participated in the Senate Bill 536 Study Planning Team conference call with staff from DEP and the other WMDs.
- Ann Shortelle and Steve Minnis attended the 1st week of the Legislative Session.
- Ann Shortelle and the Executive Directors from NWWMD, SWFWMD and SJRWMD provided a springs discussion, which included various springs grant projects with DEP, to the Senate Appropriations Subcommittee on General Government.
- Steve Minnis participated in the weekly DEP/WMD Legislative Affairs meeting/conference call.

### *Water Supply*

- Ann Shortelle and Tommy Kiger participated in the Senate Bill 536 Surface Water Work Team conference call with staff from DEP and the other WMDs.
- Carlos Herd, Tom Mirti, Warren Zwanka, John Good, Clay Coarsey and Trey Grubbs met with staff from SJRWMD to discuss MFL implementation.

### *Water Resources*

- Erich Marzolf, Tom Mirti and Darlene Saindon participated in the Catalog Workgroup conference call with staff from DEP regarding water quality metadata entry into a new state-wide database.
- Erich Marzolf and Tommy Kiger participated in a Senate Bill 536 Study Reclaim Water Work Team conference call with staff from DEP and WMDs.

### *Resource Management*

- Tim Sagul and Warren Zwanka participated in the Consumptive Use Permitting regulatory consistency conference call with staff from DEP and the other WMDs.
- Tim Sagul, Leroy Marshall, Brian Kauffman and Brian Brooker attended the DEP ERP quarterly meeting.
- Warren Zwanka, Glenn Horvath, Megan Wetherington, Jamie Sortevik, Jon Wood, Jessy Preston and Rhonda Scott attended an E-Regulatory training in Palatka with staff from SJRWMD.
- Leroy Marshall attended the State-Wide ERP Forms Workgroup meeting via conference call with staff from DEP and the other WMDs.
- Leroy Marshall attended the FEMA Engineering and Mapping Integrated Performance Team monthly meeting via webinar.

*Communications*

- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Abby Johnson issued a Spring forward with SRWMD conservation measures press release.
- Ann Shortelle was a judge for the Florida Section of the American Water Works Association Best Tasting Drinking Water Contest in Newberry.

*Announcements for Week of March 9, 2015:*

- The 2nd week of the Legislative Session is scheduled for the week of March 9.
- The District's Governing Board Meeting and Workshop is scheduled for March 10 at 9:00 a.m. at District Headquarters.



## Weekly Activity Report to Governing Board March 9-13, 2015

### *Executive / Management*

- Governing Board member, Virginia Johns and Ann Shortelle attended the Water Voices Program in High Springs.
- Steve Minnis attended the 2nd week of the Legislative Session.
- Steve Minnis participated in the weekly DEP/WMD Legislative Affairs meeting/conference call.
- Steve Minnis participated in the Quarterly Statewide DEP Ombudsman conference call with staff from DEP and the other WMDs.
- Chairman Don Quincey, Ann Shortelle, Steve Minnis, Carlos Herd and Erich Marzolf attended the Senate Environmental Preservation and Conservation Committee workshop in Tallahassee to provide information on springs to the Committee.

### *Water Supply*

- Carlos Herd and Tom Reeves participated in a conference call with staff from DEP and the other WMDs regarding how the proposed Sabal Trail Pipeline may impact WMD Conservation Easements.
- Carlos Herd and Carree Olshansky participated in the InterDistrict Quarterly Conservation conference call.

### *Water Resources*

- Megan Wetherington, Paul Buchanan and Bebe Willis participated in the Branford High School FFA Ag Day, giving presentations on GIS and the aquifer.

### *Resource Management*

- Tim Sagul and Leroy Marshall met with an AMEC representative to discuss the ongoing FEMA program.
- Leroy Marshall met with representatives from FEMA Region IV and District contractors to discuss the District's ongoing projects.
- Leroy Marshall attended the FEMA Key Decision Points process training webinar.

### *Ag Team / Suwannee River Partnership*

- Chairman Don Quincey, Ann Shortelle and Steve Minnis attended the Florida Cattlemen's Legislative meeting in Tallahassee.

### *Administration & Operations*

- Dave Dickens attended the City of Chiefland Community asset mapping exercise with staff from the Florida Department of Economic Opportunity, the City Chiefland and other agencies and organizations.

### *Communications*

- Abby Johnson participated in the weekly DEP/WMD Communications Press call.
- Abby Johnson issued press releases regarding the Governing Board's approval of 13 RIVER Cost-Share applicants, the Governing Board's approval to purchase Turtle Spring Tract and the youth hunt at the Little River Wildlife Management Area.
- Tom Mirti participated in a phone interview with Live Oak Publications regarding first magnitude springs in Suwannee County.
- Abby Johnson handled an inquiry from the Florida Specifier regarding MFLs.
- Jon Dinges participated in a radio interview with WUFT regarding the Turtle Spring Tract acquisition that was approved by the Governing Board March 10.
- Tim Sagul and Abby Johnson represented the District at Ichetucknee Springs Day at Ichetucknee Springs Park.

### *Announcements for Week of March 16, 2015:*

- The 3rd week of the Legislative Session is scheduled for the week of March 16.



## Weekly Activity Report to Governing Board March 16-20, 2015

### *Executive / Management*

- Ann Shortelle, Steve Minnis and Abby Johnson attended the Florida Farm Bureau Legislative Event in Tallahassee.
- Ann Shortelle, Steve Minnis and Abby Johnson attended the Senate Environmental Preservation and Conservation Committee Workshop on House Bill 7003 relating to Water Resources.
- Jon Dinges and representatives of Rayonier participated in a tour of the DuPont mining operation.
- Steve Minnis attended the 3rd week of the Legislative Session.
- Steve Minnis participated in the weekly DEP/WMD Legislative Affairs meeting/conference call.

### *Water Supply*

- Ann Shortelle and Tommy Kiger participated in the Senate Bill 536 Surface Water Work Team conference call with staff from DEP and the other WMDs.
- Carlos Herd and Dale Jenkins participated in a webinar regarding Floridan aquifer system potentiometric mapping with staff from DEP and the other WMDs.

### *Water Resources*

- Erich Marzolf, Carlos Herd, Tim Sagul, Leroy Marshall and Darlene Saindon met with representatives of the Department of Transportation to discuss a water quality pilot project.
- Erich Marzolf participated in the Brooks Sink Tour with a representative of the Nature Conservancy.

### *Resource Management*

- Tim Sagul attended the North Central Florida Water Well Association meeting in Ocala.
- Tim Sagul and Pat Webster participated in the Face to Face Senate Bill 536 Stormwater Subgroup Meeting at District Headquarters.
- Warren Zwanka participated in the Consumptive Use Permitting Consistency meeting with staff from DEP and the other WMDs.
- Pat Webster met with representatives of Bradford County regarding ongoing stormwater issues.
- Warren Zwanka participated in a webinar sponsored by UF regarding public perception of agricultural water use.
- Tim Sagul, Brian Kauffman and Steve Minnis (via conference call) met with Columbia County representatives regarding stormwater issues.
- Leroy Marshall attended a site inspection of the Oak Woodlands Dam in Jennings with the DEP State Dam Safety Officer.

- Leroy Marshall participated in the FEMA Region IV Coastal Outreach conference call.
- Leroy Marshall attended the Rural Economic Development Initiative meeting held by the Department of Economic Opportunity.

*Ag Team / Suwannee River Partnership*

- Megan Wetherington and Kevin Wright (via conference call) attended the statewide Ag Team meeting in Tallahassee.

*Communications*

- Abby Johnson issued a press release regarding schools that received funding through the District's High School Grants Program.
- Abby Johnson and Marc Minno represented the District at the Spring into Springs Day at Manatee Springs State Park.
- Abby Johnson and Dave Dickens participated in a phone interview with WUFT regarding the District's springs projects.

*Announcements for Week of March 23, 2015:*

- The 4th week of the Legislative Session is scheduled for the week of March 23.
- The North Florida Regional Water Supply Partnership Stakeholder Advisory Committee Meeting scheduled for March 23 has been cancelled.
- The Lands Committing Meeting is scheduled for March 25 at 1:30 p.m. at District Headquarters.
- The Audit Committee Meeting scheduled for March 26 has been cancelled.
- Representative Porter's Springs Press Conference is scheduled for March 26 at 1:30 p.m. at the Capitol.



## Weekly Activity Report to Governing Board March 23-27, 2015

### *Executive / Management*

- Ann Shortelle, Steve Minnis and Abby Johnson along with Representative Jimmy Smith, Secretary Steverson and other DEP staff, WMD representatives, Columbia County Government representatives and many others attended Representative Porter's Springs Press Conference in Tallahassee.
- Steve Minnis attended the 4th week of the Legislative Session.
- Steve Minnis participated in the weekly DEP/WMD Legislative Affairs meeting/conference call.

### *Water Supply*

- Ann Shortelle, Carlos Herd and Erich Marzolf met with a representative of Dynamic Solutions, LLC to discuss alternative water supply planning.
- Carlos Herd attended the North Central Florida Regional Planning Council meeting in Lake City.

### *Water Resources*

- Ann Shortelle, Jon Dinges, Erich Marzolf, Carlos Herd, Tim Sagul and Dave Dickens met with representatives of USGS to discuss the USGS National Water Quality Assessment Program.
- Ann Shortelle met with representatives of the Department of Transportation to discuss a joint Water Quality Pilot Project.
- Erich Marzolf, Marc Minno and Darlene Saindon met with Alachua County staff to discuss water quality coordination.
- Erich Marzolf, Marc Minno, Paul Buchanan and Darlene Saindon met with representatives of DEP in Tallahassee to discuss a nutrient load modeling tool for springs.
- Vince Robinson, Henry Richardson, Tara Rodgers and Tom Mirti installed a continuous water quality station at the Ichetucknee Head Spring.

### *Resource Management*

- Pat Webster participated in the DEP/DOT Working Group meeting via conference call.
- Leroy Marshall participated in the FEMA State Partner's webinar to discuss grant program updates.
- Leroy Marshall attended the Department of Management Services' Project Management Professional training in Tallahassee.
- Abby Johnson met with representatives of Fanning Springs to discuss their water quality improvement project and water conservation plan as part of their permit.

*Administration & Operations*

- Dave Dickens met with representatives of the Town of Bronson for a monthly progress meeting regarding the Levy Blue Springs Water Quality Improvement Project.

*Ag Team / Suwannee River Partnership*

- Joel Love participated in the State FFA/4-H Land Judging Contest at Dixie Plantation.

*Communications*

- Abby Johnson issued a press release about Governor Scott's reappointment of Kevin Brown to the Governing Board.
- Abby Johnson participated in the Weekly DEP/WMD Press Office call.
- Abby Johnson and Tammie Girard attended the Springs Celebration/Chili Cook Off in High Springs.
- Abby Johnson handled an inquiry from the Gainesville Sun regarding the reappointment of Board member Kevin Brown.

*Announcements for Week of March 30, 2015:*

- The 5th week of the Legislative Session is scheduled for the week of March 30.