

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

**OPEN TO THE PUBLIC**

February 13, 2018  
9:00 a.m.

District Headquarters  
Live Oak, Florida

1. Call to Order
2. Roll Call
3. Announcement of any Amendments to the Agenda by the Chair  
**Amendments Recommended by Staff:** None
4. Public Comment
5. Consideration of the following Items Collectively by Consent:
  - Agenda Item 6 – Approval of Minutes - January 9, 2018 Board Governing Board Meeting and Land Committee Minutes
  - Agenda Item 9 - Approval of December 2017 Financial Report
  - Agenda Item 15 - Approval of a Modification of Water Use Permit 2-001-216813-3 with a 0.0735 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.2902 mgd of Groundwater for Agricultural Use at the Summers Place Project, Alachua County

Page 6

6. Approval of Minutes – January 9, 2018 Governing Board Meeting and Land Committee Meeting Minutes – **Recommend Consent**
7. Items of General Interest for Information/Cooperating Agencies and Organizations
  - A. Presentation of Hydrologic Conditions by Tom Mirti, Director, Water Resource Division
  - B. Cooperating Agencies and Organizations
  - C. Service Recognitions – Leah Lamontagne (35 years), Pennie Flickinger (10 years)

**GOVERNING BOARD LEGAL COUNSEL  
Tom Reeves**

LC Page 1

8. Update on Legal Activities / Enforcement Status Report

**DIVISION OF ADMINISTRATION AND OPERATIONS  
Darrell Smith, Assistant Executive Director**

AO Page 1

9. Approval of December 2017 Financial Report – **Recommend Consent**

AO Page 10

10. Land and Facilities Operations Activity Summary Report

**DIVISION OF WATER SUPPLY**  
**John Good, Interim Director**

None

**DIVISION OF WATER RESOURCES**  
**Tom Mirti, Director**

- WR Page 1      11. Authorization to Contract with Soil and Water Engineering Technology, Inc., for Construction of Groundwater Nutrient Treatment Systems near Ravine and Convict Springs
- WR Page 3      12. Agricultural Water Use Monitoring Update

**DIVISION OF RESOURCE MANAGEMENT**  
**Warren Zwanka, Director**

- RM Page 1      13. Denial of Final Order 18-0002 for General Works of the District Permit Application Number ERP-029-214825-6, Hawkins Project, Dixie County
- RM Page 17     14. Approval of Final Order 18-0001 for General Works of the District Permit Application Number WOD-029-209471-4, Hogan RV Carport, Dixie County
- RM Page 30     15. Approval of a Modification of Water Use Permit 2-001-216813-3 with a 0.0735 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.2902 mgd of Groundwater for Agricultural Use at the Summers Place Project, Alachua County – **Recommend Consent**
- RM Page 39     16. Approval of a Modification of Water Use Permit 2-041-220516-2, with a 0.1109 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1338 mgd of Groundwater for Agricultural Use at the Brian Crawford Project, Gilchrist County
- RM Page 48     17. Permitting Summary Report

**AGRICULTURE AND ENVIRONMENTAL PROJECTS**  
**Darrell Smith, Assistant Executive Director**

- AE Page 1      18. Authorization to Enter into Contract Negotiations for the Construction of the CR 229 Local Agency Partner Safety Improvements in Union County
- AE Page 2      19. Approval to Enter into Agreement with an Agricultural Producer to Implement Precision Agriculture Practices



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

February 13, 2018  
Following the Governing Board Meeting

District Headquarters  
Live Oak, FL

- Environmental Resource Permitting Process
- Flood Forecasting Enhancements – Post Hurricane Irma

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  
January 9, 2018

District Headquarters  
Live Oak, Florida

Agenda Item No. 1 – Call to Order. The meeting was called to order at 9:01 a.m.

Agenda Item No 2 – Roll Call

Governing Board:

| Seat                    | Name               | Office      | Present | Not Present |
|-------------------------|--------------------|-------------|---------|-------------|
| Aucilla Basin           | Bradley Williams   |             |         | X           |
| Coastal River Basin     | Richard Schwab     |             | 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  | Sec./Treas. | X       |             |
| At Large                | Virginia Sanchez   |             | X       |             |
| At Large                | Gary Jones         |             | X       |             |
| At Large                | Charles Keith      |             | X       |             |

Governing Board General Counsel

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

Leadership Team

| Position                               | Name            | Present | Not Present |
|--|-----------------|---------|-------------|
| Executive Director                     | Hugh Thomas     | X       |             |
| Assistant Executive Director           | Darrell Smith   | X       |             |
| Governmental Affairs Director          | Steve Minnis    |         | X           |
| Water Supply Division Interim Director | John Good, P.E. | X       |             |
| Water Resources Division Director      | Tom Mirti       | X       |             |
| Resource Mgmt. Division Director       | Warren Zwanka   | X       |             |
| Communications Director                | Katelyn Potter  | X       |             |
| Executive Office & Board Coordinator   | Robin Lamm      | X       |             |

**Guests:**

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Jacqui Sulak, Florida Audubon         | Cory Mikell, H2O Mobile Lab       |
| Lucinda Merritt, Ichetucknee Alliance | Bob Moresi, Black & Veatch        |
| Jack Hampson, Atkins                  | Jennifer Adams, FDEP              |
| Carolee Howe, Shenandoah Dairy        | Michael & Jessie Tice, Tice Farms |
| Craig Varn, Manson, Bolves & Varn     | Kevin Wright, Generation Farms    |
| Paul Still, BSWCD                     | Georgia Schmitz                   |
| Steve Gladin                          | Jeff Hill                         |

**Staff:**

|              |              |
|--------------|--------------|
| Tyler Jordan | Keith Rowell |
| Gwen Lord    | Chad Lyons   |

Nick Swain  
Tilda Musgrove  
Mark Minno  
Keith Rowell

Jon Wood  
Bill McKinstry  
Justin Garland  
Pam Shaw

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

Addition: Division of Administration and Operations – Supplemental 1 – Authorization to Amend Contract 17/18-015 with Rumberger, Kirk and Caldwell, for Legal Services

MOTION WAS MADE BY SANCHEZ, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 4 – Public Comment.

- Paul Still, BSWCD – Chemours discharge concerns.
- Jeff Hill – Requested resolution to ongoing legal cases.

*Power outage at 9:22 a.m. until 9:32 a.m. during Mr. Hill's public comments. Hugh informed the Board that we were not recording. Board continued with public comments. Katelyn recorded a portion of the meeting on cell phone until power was restored. Please see recording in library.*

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

- Agenda Item 6 - December 12, 2017, Governing Board Meeting and Workshop Minutes
- Agenda Item 9 - Approval of November 2017 Financial Report
- Agenda Item 16 - Request for Authorization to Publish Notice of Rule Development to Amend Rules 40B-4.1090 and 40B-400.091, F.A.C., Publish a Notice of Proposed Rule to Amend Rules 40B-4.1090 and 40B-400, F.A.C., and File Amendments with the Department of State

MOTION WAS MADE BY JONES, SECONDED BY SANCHEZ TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 6 – Approval of Minutes – December 12, 2017, Governing Board Meeting and Workshop Minutes. Approved on Consent.

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 – Jacqui Sulak, Florida Audubon, thanked the Board for the success of the Ichetucknee Sprayfield and the species of birds recorded during the Christmas Bird count.
- Service Recognition. Hugh Thomas recognized Gwen Lord for 30 years of service.

**GOVERNING BOARD LEGAL COUNSEL**

Agenda Item No. 8 – Legal Activities Update. Tom Reeves, Legal Counsel, updated the Board on the on-going Hill Court cases.

Mr. Hill requested a copy of the last settlement offer presented to the District on August 15, 2017. He wanted to revise the offer.

## **DIVISION OF ADMINISTRATION AND OPERATIONS**

Agenda Item No. 9 – Approval of November 2017 Financial Report. Approved on Consent.

Agenda Item No. 10 – Authorization to Purchase up to Five Vehicles. Darrell Smith, Assistant Executive Director, presented this item to the Board.

MOTION WAS MADE BY JONES, SECONDED BY SANCHEZ TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 11 - Authorization to Transfer Restricted Fund Balance from Fund 10 Preservation 2000 and Florida Forever Fund to Fund 13 Land Acquisition and Management Fund. Pam Shaw, Chief Financial Officer, presented this item to the Board.

Agenda Item No. 12 – Authorization of Payment from Preservation 2000 to Florida Department of Environmental Protection to be Deposited into the Florida Forever Trust Fund. Ms. Shaw presented this item to the Board.

Mr. Quincey request Agenda Item Numbers 11 and 12 be combined as one recommendation.

MOTION WAS MADE BY SCHWAB, SECONDED BY JOHNS TO APPROVE THE AMENDED RECOMMENDATIONS FOR AGENDA ITEMS NUMBER 11 AND 12. MOTION CARRIED UNANIMOUSLY.

SUPPLEMENTAL 1 - Authorization to Amend Contract 17/18-015 with Rumberger, Kirk and Caldwell, for Legal Services. Mr. Smith presented this item to the Board.

Mr. Reeves provided comments to the Board.

MOTION WAS MADE BY JONES, SECONDED BY SANCHEZ TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 13 – Fiscal Year 2017 Annual Land Management Report. Bill McKinstry, Land and Facilities Operations Manager, updated the Board on the management plan.

Agenda Item No. 14 - Land and Facilities Operations Activity Summary. This summary was provided as an informational item in the Board materials.

## **DIVISION OF WATER SUPPLY**

No Items.

## **DIVISION OF WATER RESOURCES**

Agenda Item No. 15 - Agricultural Water Use Monitoring Update. This update was provided as an informational item in the Board materials.

## **DIVISION OF RESOURCE MANAGEMENT**

Agenda Item No. 16 – Request for Authorization to Publish Notice of Rule Development to Amend Rules 40B-4.1090 and 40B-400.091, F.A.C., Publish a Notice of Proposed Rule to Amend Rules

40B-4.1090 and 40B-400, F.A.C., and File Amendments with the Department of State. Approved on Consent.

Agenda Item No. 17 – Amendment to Contract 15/16-066 with ATKINS for FEMA FY 2016 RiskMAP PMC Services. Warren Zwanka, Division Director, presented this item to the Board.

MOTION WAS MADE BY SANCHEZ, SECONDED BY SCHWAB TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 18 – Approval of the 2017 FEMA Risk Map Program Five Year Business Plan. Mr. Zwanka presented this item to the Board.

Paul Still provided comments to the Board.

MOTION WAS MADE BY SANCHEZ, SECONDED BY JONES TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 19 – Approval of Florida Department of Transportation Mitigation Plan 2018-2022. Mr. Zwanka presented this item to the Board.

Paul Still provided comments to the Board.

MOTION WAS MADE BY SANCHEZ, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 20 – Permitting Summary Report. This report was provided as an informational item in the Board materials.

Jeff Hill provided the Board Members with a revised settlement agreement (revisions from previous agreement dated August 14, 2017). This revised settlement agreement will be made part of the Board material records. Chair Quincey asked Mr. Hill to present his revised settlement agreement.

Discussion occurred with Mr. Hill, Board Members and Legal Counsel.

Chair Quincey requested to finish the Executive Office Board items and then discuss the option of a Shade meeting.

### **AGRICULTURE AND ENVIRONMENTAL PROJECTS**

No Items.

### **EXECUTIVE OFFICE**

Agenda Item No. 21 – **Public Hearing** and Acceptance of the 2018 Florida Forever Work Plan Update. Keith Rowell, Surveyor and Mapper, presented this item to the Board.

Chair Quincey opened Public Hearing regarding the Acceptance of the 2018 Florida Forever Work Plan Update.

Chair Quincey asked for Public Comments.

Paul Still provided comments to the Board regarding the plan.

Chair Quincey closed the Public Hearing.

MOTION WAS MADE BY JOHNS, SECONDED BY KEITH TO APPROVE THE RECOMMENDATION.  
MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 22 – **Public Hearing** and Acceptance of the 2018 Strategic Plan Work Plan Update.  
Katelyn Potter, Communications Director, presented this item to the Board.

Chair Quincey opened Public Hearing regarding the Acceptance of the 2018 Strategic Plan Work Plan Update.

Chair Quincey asked for Public Comments.

Paul Still provided comments to the Board regarding the plan.

Chair Quincey closed the Public Hearing.

MOTION WAS MADE BY SANCHEZ, SECONDED BY JOHNS TO APPROVE THE RECOMMENDATION. MOTION CARRIED UNANIMOUSLY.

Agenda Item No. 23 – Land Acquisition and Disposition Activity Report. This report was provided as an informational item to the Board.

Agenda Item No. 24 - District's Weekly Activity Reports. These reports were provided as an informational item in the Board materials.

Chair Quincey polled the Board on whether to call a Shade Meeting to discuss the Hill revised settlement and negotiations. Vote was as follows.

|         |     |
|---------|-----|
| Brown   | No  |
| Johns   | Yes |
| Jones   | No  |
| Sanchez | No  |
| Schwab  | Yes |
| Quincey | No  |
| Keith   | Yes |

NO SHADE MEETING WILL BE SCHEDULED AT THIS TIME UNLESS FURTHER NEGOTIATIONS WITH MR. HILL ARE PRODUCTIVE AND AGREEABLE BY THE BOARD MEMBERS.

Agenda Item No. 28 – Announcements. None

Agenda Item No. 29 – Adjournment. Meeting adjourned at 12:27 p.m.

\_\_\_\_\_  
Chair

ATTEST:  
  
\_\_\_\_\_

LAND COMMITTEE MEETING

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 Committee 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.

January 9, 2018  
 Following Board Meeting

District Headquarters  
 Live Oak, FL

1. Call to Order / Committee Roll Call. Meeting began at 12:59 p.m.

| <b>Committee Members</b>     | <b>Present</b> | <b>Not Present</b>           |
|------------------------------|----------------|------------------------------|
| Al Alexander                 |                | X                            |
| Kevin Brown                  | X              |                              |
| Gary Jones                   | X              |                              |
| Virginia Sanchez             | X              |                              |
| Bradley Williams             |                | X                            |
| <b>Guests:</b>               |                |                              |
| Charles Keith, Board Member  |                | Virginia Johns, Board Member |
| Richard Schwab, Board Member |                | Tom Reeves, Legal Counsel    |
| Mike New, City of Newberry   |                | Paul Still                   |
| <b>Staff:</b>                |                |                              |
| Hugh Thomas                  |                | Darrell Smith                |
| Warren Zwanka                |                | John Good                    |
| Tom Mirti                    |                | Katelyn Potter               |
| Keith Rowell                 |                | Bill McKinstry               |
| Tilda Musgrove               |                | Nick Swain                   |
| Chad Lyons                   |                | Pam Shaw                     |
| Tyler Jordan                 |                | Robin Lamm                   |

2. Public Comment – None

3. General Discussion / Updates

- City of Newberry Presentation. Mike New, City of Newberry, provided a powerpoint presentation regarding the Newberry Land Acquisition Request for discussion.
- Revisions to District Land Management Plan. Bill McKinstry, Land and Facilities Operations Manager, presented these revision to the Committee that will be presented at the February Board meeting for approval.

Paul Still provided comments to the Committee.

4. Land Acquisition / New Property Offers: None

5. Conservation Easement Modification Requests

- **Layman Law Firm/Walker Springs Conservation Easement, Jefferson County  
Consideration of Right of First Refusal on City First Parcel 84 Acres +/- (UPDATED)**  
Keith Rowell, Surveyor/Mapper, presented this item to the Committee.

JONES MADE MOTION TO FORWARD TO FULL BOARD FOR APPROVAL, SECONDED BY SANCHEZ. MOTION CARRIED.

6. Surplus Lands / Updates: Mr. Jones requested staff look at our Surplus Lands process.

7. Adjournment. Meeting adjourned at 2:48 p.m.

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Chair

ATTEST:

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**MEMORANDUM**

TO: Governing Board  
FROM: Warren Zwanka, P.G., Division Director, Resource Management  
DATE: February 2, 2018  
RE: Enforcement Status Report

**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>\$25,508.03</b>                                 |
| <b>Last Update</b>                 | <b>April 21, 2017</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 the 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. **The mortgage holder has contacted Board Counsel regarding resolution.**

|                                    |   |
|------------------------------------|---|
| <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>November 30, 2015</b>                            |
| <b>Legal Fees to date</b>          | <b>\$13,209</b>                                     |
| <b>Last Update</b>                 | <b>February 23, 2017</b>                            |

This enforcement activity has been ongoing for several years. At a 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.

The District and Columbia County entered into an interlocal agreement (ILA) 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 has finished the remedial work. Staff has inspected the site with the County. Staff is awaiting the as-built certifications for the site in order to close out this file. **Staff has contacted the County regarding submittal of the close-out documents. County staff has indicated that the material will be submitted shortly.**

|                                    |   |
|------------------------------------|---|
| <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>November 30, 2015</b>                            |
| <b>Legal Fees to date</b>          | <b>\$13,209</b>                                     |
| <b>Last Update</b>                 | <b>February 23, 2017</b>                            |

This enforcement activity has been ongoing for several years. At a 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.

The District and Columbia County entered into an interlocal agreement (ILA) 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.

The County has finished the remedial work. Staff has inspected the site with the County and is awaiting the as-built certifications in order to close out this file. **Staff has contacted the County regarding submittal of the close-out documents. County staff has indicated that the material will be submitted shortly.**

MEMORANDUM

TO: Governing Board  
FROM: Pam Shaw, Chief Financial Officer  
THRU: Hugh Thomas, Executive Director  
DATE: January 31, 2018  
RE: Approval of December 2017 Financial Report

RECOMMENDATION

**Staff recommends the Governing Board approve the December 2017 Financial Report and confirm the expenditures of the District.**

BACKGROUND

Section 373.553(1), Florida Statutes., 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.

/pf

Attachments

**Suwannee River Water Management District  
Cash Report  
December 2017**

| <b>Financial Institution/Account</b> | <b>Monthly Interest</b>   | <b>Interest Rate %</b> | <b>Closing Balance</b>        |
|--------------------------------------|---------------------------|------------------------|-------------------------------|
| First Federal Permit Fee             | \$0.00                    |                        | \$48,563.58                   |
| First Federal Accounts Payable       | \$0.00                    |                        | \$35,000.00                   |
| First Federal Depository             | \$317.34                  | 0.03%                  | \$1,112,699.65                |
| SPIA                                 | <u>\$61,551.67</u>        | 1.63%                  | <u>\$46,496,179.47</u>        |
| TOTAL                                | <u><u>\$61,869.01</u></u> |                        | <u><u>\$47,692,442.70</u></u> |

**Suwannee River Water Management District  
Statement of Sources and Uses of Funds  
For the Month ending December 31, 2017  
(Unaudited)**

|                            | <b>Current<br/>Budget</b> | <b>Actuals<br/>Through<br/>12/31/2017</b> | <b>Variance<br/>(Under)/Over<br/>Budget</b> | <b>Actuals As A<br/>% of Budget</b> |
|----------------------------|---------------------------|---|---|-------------------------------------|
| <b>Sources</b>             |                           |   |   |                                     |
| Ad Valorem Property Taxes  | \$ 5,591,837              | \$ 3,994,261                              | \$ (1,597,576)                              | 71.4%                               |
| Intergovernmental Revenues | \$ 59,873,387             | \$ 4,868,291                              | \$ (55,005,096)                             | 8.1%                                |
| Interest on Invested Funds | \$ 140,000                | \$ 187,384                                | \$ 47,384                                   | 133.8%                              |
| License and Permit Fees    | \$ 135,000                | \$ 49,785                                 | \$ (85,215)                                 | 36.9%                               |
| Other                      | \$ 1,226,100              | \$ 388,819                                | \$ (837,281)                                | 31.7%                               |
| Fund Balance               | \$ 15,891,753             | \$ -                                      | \$ (15,891,753)                             | 0.0%                                |
| <b>Total Sources</b>       | <b>\$ 82,858,077</b>      | <b>\$ 9,488,540</b>                       | <b>\$ (73,369,537)</b>                      | <b>11.5%</b>                        |

|  | <b>Current<br/>Budget</b> | <b>Expenditures</b> | <b>Encumbrances <sup>1</sup></b> | <b>Available<br/>Budget</b> | <b>%Expended</b> | <b>%Obligated <sup>2</sup></b> |
|--|---------------------------|---------------------|----------------------------------|-----------------------------|------------------|--------------------------------|
| <b>Uses</b>                                  |                           |                     |                                  |                             |                  |                                |
| Water Resources Planning and Monitoring      | \$ 9,322,743              | \$ 636,777          | \$ 1,683,811                     | \$ 7,002,155                | 7%               | 25%                            |
| Acquisition, Restoration and Public Works    | \$ 65,326,091             | \$ 3,712,188        | \$ 21,345,401                    | \$ 40,268,502               | 6%               | 38%                            |
| Operation and Maintenance of Lands and Works | \$ 5,140,309              | \$ 494,855          | \$ 1,329,407                     | \$ 3,316,047                | 10%              | 35%                            |
| Regulation                                   | \$ 1,392,916              | \$ 314,193          | \$ 20,329                        | \$ 1,058,393                | 23%              | 24%                            |
| Outreach                                     | \$ 225,475                | \$ 25,843           | \$ -                             | \$ 199,632                  | 11%              | 11%                            |
| Management and Administration                | \$ 1,450,543              | \$ 473,073          | \$ 78,036                        | \$ 899,434                  | 33%              | 38%                            |
| <b>Total Uses</b>                            | <b>\$ 82,858,077</b>      | <b>\$ 5,656,930</b> | <b>\$ 24,456,984</b>             | <b>\$ 52,744,163</b>        | <b>7%</b>        | <b>36%</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 December 31, 2017 and covers the interim period since the most recent audited financial statements.

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**December 31, 2017**

|   | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>          | <u>ANNUAL</u><br><u>BUDGET</u> |
|---|-------------------------------|------------------------|--------------------------------|
| <b>Recap of All Funds</b>                 |                               |                        |                                |
| <b>REVENUES</b>                           |                               |                        |                                |
| TOTAL REVENUES                            | 9,488,539.75                  | 0.00                   | 82,858,077.00                  |
| <b>EXPENDITURES</b>                       |                               |                        |                                |
| TOTAL SALARIES AND BENEFITS               | 1,406,125.55                  | 0.00                   | 6,047,222.00                   |
| TOTAL CONTRACTUAL SERVICES                | 764,257.91                    | 6,108,928.83           | 33,963,839.00                  |
| TOTAL OPERATING EXPENSES                  | 234,198.23                    | 69,364.86              | 1,370,119.00                   |
| TOTAL CAPITAL OUTLAY                      | 1,402.60                      | 4,083.97               | 308,044.00                     |
| TOTAL FIXED CAPITAL OUTLAY                | 2,905,995.58                  | 14,200.00              | 6,885,918.00                   |
| TOTAL INTERAGENCY EXPENSES                | 344,950.14                    | 18,260,406.09          | 34,282,935.00                  |
| TOTAL EXPENDITURES                        | <u>5,656,930.01</u>           | <u>24,456,983.75</u>   | <u>82,858,077.00</u>           |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES | <u>3,831,609.74</u>           | <u>(24,456,983.75)</u> | <u>0.00</u>                    |
| <b>Fund 01: General Fund</b>              |                               |                        |                                |
| <b>REVENUES</b>                           |                               |                        |                                |
| TOTAL REVENUES                            | 5,526,787.89                  | 0.00                   | 9,492,276.00                   |
| <b>EXPENDITURES</b>                       |                               |                        |                                |
| TOTAL SALARIES AND BENEFITS               | 1,228,012.79                  | 0.00                   | 5,236,014.00                   |
| TOTAL CONTRACTUAL SERVICES                | 107,903.33                    | 1,052,665.32           | 2,210,609.00                   |
| TOTAL OPERATING EXPENSES                  | 118,560.90                    | 40,756.88              | 840,463.00                     |
| TOTAL FIXED CAPITAL OUTLAY                | 0.00                          | 0.00                   | 0.00                           |
| TOTAL INTERAGENCY EXPENSES                | 126,177.52                    | 728,891.76             | 1,048,900.00                   |
| TOTAL EXPENDITURES                        | <u>1,582,057.14</u>           | <u>1,825,804.79</u>    | <u>9,492,276.00</u>            |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES | <u>3,944,730.75</u>           | <u>(1,825,804.79)</u>  | <u>0.00</u>                    |
| <b>Fund 05: Middle Suwannee</b>           |                               |                        |                                |
| <b>REVENUES</b>                           |                               |                        |                                |
| TOTAL REVENUES                            | 2,418.38                      | 0.00                   | 589,083.00                     |
| <b>EXPENDITURES</b>                       |                               |                        |                                |
| TOTAL SALARIES AND BENEFITS               | 0.00                          | 0.00                   | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                | 0.00                          | 22,729.30              | 589,083.00                     |
| 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 EXPENDITURES                        | <u>0.00</u>                   | <u>22,729.30</u>       | <u>589,083.00</u>              |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES | <u>2,418.38</u>               | <u>(22,729.30)</u>     | <u>0.00</u>                    |

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**December 31, 2017**

| <b>Fund 06: Springs Appropriation</b>            | <b><u>Y-T-D</u></b>   |                        | <b><u>ANNUAL</u></b> |
|--|-----------------------|------------------------|----------------------|
|  | <b><u>ACTUAL</u></b>  | <b><u>ENCUM.</u></b>   | <b><u>BUDGET</u></b> |
| <b>REVENUES</b>                                  |                       |                        |                      |
| <b>TOTAL REVENUES</b>                            | 0.00                  | 0.00                   | 47,232,235.00        |
| <b>EXPENDITURES</b>                              |                       |                        |                      |
| <b>TOTAL SALARIES AND BENEFITS</b>               | 61.07                 | 0.00                   | 0.00                 |
| <b>TOTAL CONTRACTUAL SERVICES</b>                | 87,720.27             | 3,039,515.78           | 15,494,577.00        |
| <b>TOTAL OPERATING EXPENSES</b>                  | 0.00                  | 0.00                   | 0.00                 |
| <b>TOTAL CAPITAL OUTLAY</b>                      | 0.00                  | 0.00                   | 0.00                 |
| <b>TOTAL FIXED CAPITAL OUTLAY</b>                | 2,905,995.58          | 14,200.00              | 5,902,968.00         |
| <b>TOTAL INTERAGENCY EXPENSES</b>                | 0.00                  | 13,705,660.00          | 25,834,690.00        |
| <b>TOTAL EXPENDITURES</b>                        | <u>2,993,776.92</u>   | <u>16,759,375.78</u>   | <u>47,232,235.00</u> |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u>(2,993,776.92)</u> | <u>(16,759,375.78)</u> | <u>0.00</u>          |

*\*Expenditures to be covered by DEP Reimbursement Grant; reimbursement requested*

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

| <b>Fund 08: WMLTF / Springs</b>                  | <b><u>Y-T-D</u></b>  |                      | <b><u>ANNUAL</u></b> |
|--|----------------------|----------------------|----------------------|
|  | <b><u>ACTUAL</u></b> | <b><u>ENCUM.</u></b> | <b><u>BUDGET</u></b> |
| <b>REVENUES</b>                                  |                      |                      |                      |
| <b>TOTAL REVENUES</b>                            | 4,728.84             | 0.00                 | 425,000.00           |
| <b>EXPENDITURES</b>                              |                      |                      |                      |
| <b>TOTAL SALARIES AND BENEFITS</b>               | 2,554.75             | 0.00                 | 0.00                 |
| <b>TOTAL CONTRACTUAL SERVICES</b>                | 0.00                 | (298.50)             | 275,000.00           |
| <b>TOTAL OPERATING EXPENSES</b>                  | 0.00                 | 0.00                 | 0.00                 |
| <b>TOTAL CAPITAL OUTLAY</b>                      | 0.00                 | 0.00                 | 0.00                 |
| <b>TOTAL FIXED CAPITAL OUTLAY</b>                | 0.00                 | 0.00                 | 0.00                 |
| <b>TOTAL INTERAGENCY EXPENSES</b>                | 1,327.50             | 194,675.68           | 150,000.00           |
| <b>TOTAL EXPENDITURES</b>                        | <u>3,882.25</u>      | <u>194,377.18</u>    | <u>425,000.00</u>    |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u>846.59</u>        | <u>(194,377.18)</u>  | <u>0.00</u>          |

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**December 31, 2017**

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>      | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|--------------------|--------------------------------|
| <b>Fund 09: Monitor Well Improvements</b>        |                               |                    |                                |
| <b>REVENUES</b>                                  |                               |                    |                                |
| TOTAL REVENUES                                   | 0.00                          | 0.00               | 530,000.00                     |
| <b>EXPENDITURES</b>                              |                               |                    |                                |
| TOTAL SALARIES AND BENEFITS                      | 0.00                          | 0.00               | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                       | 18,265.98                     | 0.00               | 500,000.00                     |
| TOTAL OPERATING EXPENSES                         | 0.00                          | 0.00               | 30,000.00                      |
| 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 EXPENDITURES                               | <u>18,265.98</u>              | <u>0.00</u>        | <u>530,000.00</u>              |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u><u>(18,265.98)</u></u>     | <u><u>0.00</u></u> | <u><u>0.00</u></u>             |

*\*Excess to be covered by Committed Fund Balance*

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>            | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|--------------------------|--------------------------------|
| <b>Fund 10: Florida Forever &amp; P-2000</b>     |                               |                          |                                |
| <b>REVENUES</b>                                  |                               |                          |                                |
| TOTAL REVENUES                                   | 1,532,059.02                  | 0.00                     | 1,847,500.00                   |
| <b>EXPENDITURES</b>                              |                               |                          |                                |
| TOTAL SALARIES AND BENEFITS                      | 0.00                          | 0.00                     | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                       | 5,149.00                      | 2,400.00                 | 1,845,000.00                   |
| TOTAL OPERATING EXPENSES                         | 0.00                          | 0.00                     | 2,500.00                       |
| 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 EXPENDITURES                               | <u>5,149.00</u>               | <u>2,400.00</u>          | <u>1,847,500.00</u>            |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u><u>1,526,910.02</u></u>    | <u><u>(2,400.00)</u></u> | <u><u>0.00</u></u>             |

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>      | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|--------------------|--------------------------------|
| <b>Fund 12: DOT ETDM</b>                         |                               |                    |                                |
| <b>REVENUES</b>                                  |                               |                    |                                |
| TOTAL REVENUES                                   | 161.38                        | 0.00               | 10,000.00                      |
| <b>EXPENDITURES</b>                              |                               |                    |                                |
| TOTAL SALARIES AND BENEFITS                      | 279.02                        | 0.00               | 10,000.00                      |
| TOTAL CONTRACTUAL 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 EXPENDITURES                               | <u>279.02</u>                 | <u>0.00</u>        | <u>10,000.00</u>               |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u><u>(117.64)</u></u>        | <u><u>0.00</u></u> | <u><u>0.00</u></u>             |

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**December 31, 2017**

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>         | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|-----------------------|--------------------------------|
| <b>Fund 13: Land Management/Operations</b> |                               |                       |                                |
| <b>REVENUES</b>                            |                               |                       |                                |
| TOTAL REVENUES                             | 2,270,779.32                  | 0.00                  | 5,010,309.00                   |
| <b>EXPENDITURES</b>                        |                               |                       |                                |
| TOTAL SALARIES AND BENEFITS                | 172,839.55                    | 0.00                  | 801,208.00                     |
| TOTAL CONTRACTUAL SERVICES                 | 202,962.47                    | 1,295,762.47          | 2,625,691.00                   |
| TOTAL OPERATING EXPENSES                   | 115,637.33                    | 28,607.98             | 493,656.00                     |
| TOTAL CAPITAL OUTLAY                       | 0.00                          | 593.14                | 151,754.00                     |
| TOTAL FIXED CAPITAL OUTLAY                 | 0.00                          | 0.00                  | 275,000.00                     |
| TOTAL INTERAGENCY EXPENSES                 | 150.00                        | 86.40                 | 663,000.00                     |
| TOTAL EXPENDITURES                         | <u>491,589.35</u>             | <u>1,325,049.99</u>   | <u>5,010,309.00</u>            |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES  | <u>1,779,189.97</u>           | <u>(1,325,049.99)</u> | <u>0.00</u>                    |
| <b>Fund 19: DOT Mitigation</b>             |                               |                       |                                |
| <b>REVENUES</b>                            |                               |                       |                                |
| TOTAL REVENUES                             | 4,826.85                      | 0.00                  | 1,150,000.00                   |
| <b>EXPENDITURES</b>                        |                               |                       |                                |
| TOTAL SALARIES AND BENEFITS                | 0.00                          | 0.00                  | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                 | 6,071.88                      | 19,925.22             | 1,150,000.00                   |
| 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 EXPENDITURES                         | <u>6,071.88</u>               | <u>19,925.22</u>      | <u>1,150,000.00</u>            |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES  | <u>(1,245.03)</u>             | <u>(19,925.22)</u>    | <u>0.00</u>                    |
| <b>Fund 29: SRP</b>                        |                               |                       |                                |
| <b>REVENUES</b>                            |                               |                       |                                |
| TOTAL REVENUES                             | 33,853.23                     | 0.00                  | 120,500.00                     |
| <b>EXPENDITURES</b>                        |                               |                       |                                |
| TOTAL SALARIES AND BENEFITS                | 0.00                          | 0.00                  | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                 | 0.00                          | 0.00                  | 0.00                           |
| TOTAL OPERATING EXPENSES                   | 0.00                          | 0.00                  | 3,500.00                       |
| TOTAL CAPITAL OUTLAY                       | 0.00                          | 0.00                  | 0.00                           |
| TOTAL FIXED CAPITAL OUTLAY                 | 0.00                          | 0.00                  | 0.00                           |
| TOTAL INTERAGENCY EXPENSES                 | 29,250.00                     | 87,750.00             | 117,000.00                     |
| TOTAL EXPENDITURES                         | <u>29,250.00</u>              | <u>87,750.00</u>      | <u>120,500.00</u>              |
| EXCESS REVENUES OVER (UNDER) EXPENDITURES  | <u>4,603.23</u>               | <u>(87,750.00)</u>    | <u>0.00</u>                    |

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**  
**December 31, 2017**

| <b>Fund 30: Camp Blanding Buffer Lands</b>       | <b><u>Y-T-D</u></b>  |                      | <b><u>ANNUAL</u></b> |
|--|----------------------|----------------------|----------------------|
|  | <b><u>ACTUAL</u></b> | <b><u>ENCUM.</u></b> | <b><u>BUDGET</u></b> |
| <b>REVENUES</b>                                  |                      |                      |                      |
| <b>TOTAL REVENUES</b>                            | <b>2,904.31</b>      | <b>0.00</b>          | <b>707,950.00</b>    |
| <b>EXPENDITURES</b>                              |                      |                      |                      |
| <b>TOTAL SALARIES AND BENEFITS</b>               | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CONTRACTUAL SERVICES</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL OPERATING EXPENSES</b>                  | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CAPITAL OUTLAY</b>                      | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL FIXED CAPITAL OUTLAY</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>707,950.00</b>    |
| <b>TOTAL INTERAGENCY EXPENSES</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL EXPENDITURES</b>                        | <b>0.00</b>          | <b>0.00</b>          | <b>707,950.00</b>    |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <b>2,904.31</b>      | <b>0.00</b>          | <b>0.00</b>          |

| <b>Fund 33: PCS Mitigation</b>                   | <b><u>Y-T-D</u></b>  |                      | <b><u>ANNUAL</u></b> |
|--|----------------------|----------------------|----------------------|
|  | <b><u>ACTUAL</u></b> | <b><u>ENCUM.</u></b> | <b><u>BUDGET</u></b> |
| <b>REVENUES</b>                                  |                      |                      |                      |
| <b>TOTAL REVENUES</b>                            | <b>456.80</b>        | <b>0.00</b>          | <b>0.00</b>          |
| <b>EXPENDITURES</b>                              |                      |                      |                      |
| <b>TOTAL SALARIES AND BENEFITS</b>               | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CONTRACTUAL SERVICES</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL OPERATING EXPENSES</b>                  | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CAPITAL OUTLAY</b>                      | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL FIXED CAPITAL OUTLAY</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL INTERAGENCY EXPENSES</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL EXPENDITURES</b>                        | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <b>456.80</b>        | <b>0.00</b>          | <b>0.00</b>          |

| <b>Fund 51: District Ag Cost Share</b>           | <b><u>Y-T-D</u></b>  |                      | <b><u>ANNUAL</u></b> |
|--|----------------------|----------------------|----------------------|
|  | <b><u>ACTUAL</u></b> | <b><u>ENCUM.</u></b> | <b><u>BUDGET</u></b> |
| <b>REVENUES</b>                                  |                      |                      |                      |
| <b>TOTAL REVENUES</b>                            | <b>0.00</b>          | <b>0.00</b>          | <b>5,388,579.00</b>  |
| <b>EXPENDITURES</b>                              |                      |                      |                      |
| <b>TOTAL SALARIES AND BENEFITS</b>               | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CONTRACTUAL SERVICES</b>                | <b>273,103.50</b>    | <b>627,874.24</b>    | <b>5,360,579.00</b>  |
| <b>TOTAL OPERATING EXPENSES</b>                  | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL CAPITAL OUTLAY</b>                      | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL FIXED CAPITAL OUTLAY</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          |
| <b>TOTAL INTERAGENCY EXPENSES</b>                | <b>0.00</b>          | <b>0.00</b>          | <b>28,000.00</b>     |
| <b>TOTAL EXPENDITURES</b>                        | <b>273,103.50</b>    | <b>627,874.24</b>    | <b>5,388,579.00</b>  |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <b>(273,103.50)</b>  | <b>(627,874.24)</b>  | <b>0.00</b>          |

*\*Excess to be covered by Committed Fund Balance*

**STATEMENT OF ACTIVITY - REVENUE AND EXPENSE ROLLUP (UNAUDITED)**

**December 31, 2017**

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>         | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|-----------------------|--------------------------------|
| <b>Fund 53: District River Cost Share</b>        |                               |                       |                                |
| <b>REVENUES</b>                                  |                               |                       |                                |
| TOTAL REVENUES                                   | 0.00                          | 0.00                  | 5,605,045.00                   |
| <b>EXPENDITURES</b>                              |                               |                       |                                |
| TOTAL SALARIES AND BENEFITS                      | 0.00                          | 0.00                  | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                       | 0.00                          | 0.00                  | 269,300.00                     |
| 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                       | 188,045.12                    | 3,543,342.25          | 5,335,745.00                   |
| <b>TOTAL EXPENDITURES</b>                        | <u>188,045.12</u>             | <u>3,543,342.25</u>   | <u>5,605,045.00</u>            |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u>(188,045.12)</u>           | <u>(3,543,342.25)</u> | <u>0.00</u>                    |

*\*Excess to be covered by Committed Fund Balance*

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u> | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|---------------|--------------------------------|
| <b>Fund 56: FEMA Grants</b>                      |                               |               |                                |
| <b>REVENUES</b>                                  |                               |               |                                |
| TOTAL REVENUES                                   | 25,563.73                     | 0.00          | 3,249,000.00                   |
| <b>EXPENDITURES</b>                              |                               |               |                                |
| TOTAL SALARIES AND BENEFITS                      | 0.00                          | 0.00          | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                       | 25,563.73                     | 0.00          | 3,249,000.00                   |
| 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 EXPENDITURES</b>                        | <u>25,563.73</u>              | <u>0.00</u>   | <u>3,249,000.00</u>            |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u>0.00</u>                   | <u>0.00</u>   | <u>0.00</u>                    |

|  | <u>Y-T-D</u><br><u>ACTUAL</u> | <u>ENCUM.</u>      | <u>ANNUAL</u><br><u>BUDGET</u> |
|--|-------------------------------|--------------------|--------------------------------|
| <b>Fund 60: Reimbursable Grants</b>              |                               |                    |                                |
| <b>REVENUES</b>                                  |                               |                    |                                |
| FDOT LAP GRANT REVENUE                           | 0.00                          | 0.00               | 1,000,000.00                   |
| FFWC REVENUE                                     | 0.00                          | 0.00               | 250,000.00                     |
| NFWF REVENUE                                     | 0.00                          | 0.00               | 145,000.00                     |
| <b>TOTAL REVENUES</b>                            | <u>0.00</u>                   | <u>0.00</u>        | <u>1,395,000.00</u>            |
| <b>EXPENDITURES</b>                              |                               |                    |                                |
| TOTAL SALARIES AND BENEFITS                      | 2,378.37                      | 0.00               | 0.00                           |
| TOTAL CONTRACTUAL SERVICES                       | 37,517.75                     | 48,355.00          | 395,000.00                     |
| 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               | 1,000,000.00                   |
| <b>TOTAL EXPENDITURES</b>                        | <u>39,896.12</u>              | <u>48,355.00</u>   | <u>1,395,000.00</u>            |
| <b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b> | <u>(39,896.12)</u>            | <u>(48,355.00)</u> | <u>0.00</u>                    |

*\*Salaries are for Union County LAP projects to be covered by DOT grant; contractual services covered by grant*

MEMORANDUM

TO: Governing Board  
FROM: William McKinstry, Land and Facility Operation Manager  
THRU: Hugh Thomas, Executive Director  
DATE: January 31, 2018  
SUBJECT: District Land Management and Twin River State Forest (TRSF) Activity Summary

Connie Woodward and friends, cleared seven miles of new horse trails on administrative roads at the Withlacoochee Quail Farms tract in Madison County.

Suwannee Valley Back Country Horseman Association worked on trail maintenance at Mattair Springs in Suwannee County.

District staff assisted Owen Sagul with his Eagle Scout Project at Camp Branch. The project was a group camp site on the Florida National Scenic Tract where he constructed benches around a fire ring provided by the US Forest Service and Florida Trail Association.

The boardwalk at Blue Sink has been repaired from Hurricane Irma flood damages.

Approximately 147 acres were reforested with longleaf pine seedlings on the Swift Creek tract in Hamilton County and the Mattair Springs tract in Suwannee County.

Forest rangers maintained (disk harrowed) 9 miles of firebreaks on TRSF in preparation for this year's dormant season prescribed fires.

TRSF staff completed the field data collection for this year's forest inventory (10% of total acreage).

The attached report summarizes the status of current District and TRSF activities for the preceding month. District staff may address any items of particular interest to the Board or provide information to Board members upon request.

/pf

**District Prescribed Fire Program:**

- Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include B&B Dugger (B&B), Natural Resource Planning Services (NRPS), Schmidt Reforestation Services (SRS) and Wildland Fire Services (WFS). Also included in this report are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). When available, the Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest. The following table provides information on the Prescribed Burn Program through January 10, 2018. There were 1,000 additional acres were burned during the report period.

**Summary Table FY 2018**

|              | <b>2017 Target Acres</b> | <b>Acres Complete</b> |
|--------------|--------------------------|-----------------------|
| SRWMD        | 13,000                   | 1,513                 |
| FFS TRSF     | 2,000                    | 593                   |
| <b>TOTAL</b> | <b>15,000</b>            | <b>2,106</b>          |

**FY 2018 Activity Table (12/5/2017 - 1/10/2018)**

| TRACT                        | COUNTY    | B&B        | NRPS       | WFS        | SRS        | ATK-1    | FFS COOP | FFS TRSF   | Total Acres  | Total Wildfire Acres |
|------------------------------|-----------|------------|------------|------------|------------|----------|----------|------------|--------------|----------------------|
|                              |           |            |            |            |            |          |          |            |              |                      |
| Bay Creek                    | Columbia  |            |            |            | 130        |          |          |            |              |                      |
| Woods Ferry                  | Suwannee  |            | 28         |            |            |          |          |            |              |                      |
| Little Shoals                | Columbia  |            | 40         |            |            |          |          |            |              |                      |
| Shady Grove                  | Taylor    |            |            | 91         |            |          |          |            |              |                      |
| Steinhatchee Springs         | Lafayette | 407        |            |            |            |          |          |            |              |                      |
| Goose Pasture                | Jefferson | 158        |            |            |            |          |          |            |              |                      |
| Ellaville                    | Madison   |            |            |            |            |          |          | 147        |              |                      |
| Westwood West                | Madison   |            |            |            |            |          |          | 198        |              |                      |
|                              |           |            |            |            |            |          |          |            |              |                      |
| <i>Sub-total for Period</i>  |           | 565        | 68         | 91         | 130        | 0        | 0        | 345        | 1,199        | 0.00                 |
| <i>Previous Acres Burned</i> |           | 0          | 315        | 344        | 0          | 0        | 0        | 449        |              | 0.00                 |
| <b>Total Acres</b>           |           | <b>565</b> | <b>383</b> | <b>435</b> | <b>130</b> | <b>0</b> | <b>0</b> | <b>794</b> | <b>2,307</b> | <b>0.00</b>          |

**District Vegetation Management Projects:**

No additional vegetation management work was done during the report period.

FY 2018 Activity Table - Vegetation Management (12/5/2017 - 1/10/2018)

| Fiscal Year | Tract/ Project Area         | Herbicide (Acres/Miles) |             | Roller Chop (Acres) |             | Ditch Mow (Miles) |              |
|-------------|-----------------------------|-------------------------|-------------|---------------------|-------------|-------------------|--------------|
|             |                             | Planned                 | Complete    | Planned             | Complete    | Planned           | Complete     |
| 2018        | <b>Mattair Springs</b>      | 334.0                   | <b>0.0</b>  | 0.0                 | <b>0.0</b>  | 0.00              | <b>0.00</b>  |
|             | <b>Mallory Swamp</b>        | 192.0                   | <b>28.0</b> | 1,500               | <b>0.00</b> | 0.00              | <b>0.00</b>  |
|             | <b>Steinhatchee Springs</b> | 0.00                    | <b>0.00</b> | 0.00                | <b>0.00</b> | 24.00             | <b>24.00</b> |

**District Invasive Plant Management Program:**

Since the beginning of FY 2018, 54 invasive plant infestations have been monitored and 35 have been treated with herbicides. No additional infestations were monitored/treated during the report period.

**District Timber Sales**

- Steinhatchee Springs # 17: The harvest is suspended.
- Steinhatchee Springs # 18: The harvest is suspended.
- Stephen Foster #1: The harvesting was suspended August 30 due to wet conditions. Hurricane Irma access road damage was repaired.
- White Springs #1: Harvesting is complete. Sale will finalized after roads are repaired by the buyer.
- The Ellaville #15, Sante Fe River Ranch #1 and Troy Springs Addition #1 contracts were executed.

| Sale                     | Contract  | Acres | Tons Harvested | Revenue      | Status            | Contract End Date |
|--------------------------|-----------|-------|----------------|--------------|-------------------|-------------------|
| Steinhatchee Springs #17 | 16/17-085 | 303   |                |              | Harvest Suspended | December 20, 2018 |
| Steinhatchee Springs #18 | 16/17-086 | 208   |                |              | Harvest Suspended | December 20, 2018 |
| Stephen Foster #1        | 16/17-226 | 376   | 11,011         | \$193,595.91 | Harvest Suspended | June 20, 2018     |
| White Springs #1         | 16/17-228 | 94    | 7,313          | \$125,181.66 | Harvest Complete  | June 19, 2018     |
| Alapahoochee #1          | 16/17-232 | 19    | 1,505          | \$18,133.60  | Harvest Complete  | February 5, 2018  |
| Ellaville #15            | 17/18-026 | 256   |                |              | Contract executed | November 30, 2018 |
| Sante Fe River Ranch #1  | 17/18-038 | 35    |                |              | Contract executed | November 30, 2018 |
| Troy Springs Addition #1 | 17/18-140 | 76    |                |              | Contract executed |                   |

**District Conservation Easement Monitoring**

- Inspections are scheduled for Weyerhaeuser Gainesville Wellfield, Otter Creek, and Cedar Hammock conservation easements.

## MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: January 31, 2018

RE: Authorization to Contract with Soil and Water Engineering Technology, Inc., for Construction of Groundwater Nutrient Treatment Systems near Ravine Spring and Convict Springs

### RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to contract with Soil and Water Engineering Technology, Inc. to construct groundwater nutrient treatment and removal projects at Land Dairy and Southern Cross Dairy for a total cost not to exceed \$353,000.00.**

### BACKGROUND

On September 29, 2016 the Suwannee River Water Management District (District) entered into a grant agreement (Contract #15/16-111) with the Florida Department of Environmental Protection (FDEP) to design, build, and monitor groundwater nutrient removal projects that will denitrify groundwater in the capture zones of two 3<sup>rd</sup> magnitude springs that flow into the Suwannee River. FDEP is providing up to \$600,000 for this project. Both Ravine Spring and Convict Springs have consistently had nitrate-nitrogen levels above the primary drinking water standard of 10 milligrams per liter nitrate-nitrogen. Ravine Spring is located on the east bank of the middle Suwannee River in Suwannee County, Florida, about 6.5 miles east of Mayo (Figure 1). Convict Springs is located at the Suwannee River Rendezvous Resort and Campground on the west bank of the middle Suwannee River in Lafayette County, Florida, about five miles northeast of Mayo.

The District has secured license agreements with Southern Cross Dairy located near Ravine Spring and Land Dairy located near Convict Springs to host pilot groundwater treatment projects. Soil and Water Engineering Technology, Inc. (SWET) is one of the firms on the District's approved engineering/construction contractor list, qualified to provide planning, design, and construction of springs restoration projects, surface water storage systems, and aquifer recharge systems. SWET has experience designing, building, and monitoring similar nutrient removal systems at Watson Dairy and Alliance Dairy in Gilchrist County.

In September 2017, the District issued an Invitation-To-Bid (ITB) for construction of the groundwater nutrient treatment projects. The District received two bids. Krebs Land Development in Palatka, Florida had the lowest bid at more than \$950,000 and Halls Pump and Well Service from Lake City, Florida bid

more than \$980,000. Since the two bids were more than twice the available construction budget in the FDEP grant, the ITB was cancelled and District Project Manager asked Del Bottcher, president of SWET, to submit a proposal.

Each capture and treatment system will consist of six shallow interceptor wells that will supply a steady flow of groundwater to a bioreactor pond. Water from the wells may also be used for crop irrigation, which will lower fertilizer use on the farms and will treat additional quantities of groundwater beyond the capacity of the bioreactors. The wells at Southern Cross Dairy will be buried at least three feet below ground surface in a cultivated field. High nitrate water will be pumped from the ground to a denitrifying bioreactor pond containing a specific size and quality of wood chip. Under these conditions, naturally occurring bacteria will safely remove nitrate-nitrogen from the groundwater and convert it to harmless nitrogen gas released to the atmosphere. Water that has been stripped of nitrate-nitrogen via the bioreactor will then flow into an infiltration trench to be returned to the aquifer.

It is staff opinion that \$353,000.00 is a reasonable amount for this work, which will be fully reimbursed by FDEP. As noted above, the competitive bidding process resulted in much higher potential contract amounts. 100% of the cost would be reimbursable by FDEP. Funds for the construction are available in the 2018 Water Resource Monitoring Budget under 06-2586-2-2201-29-03.

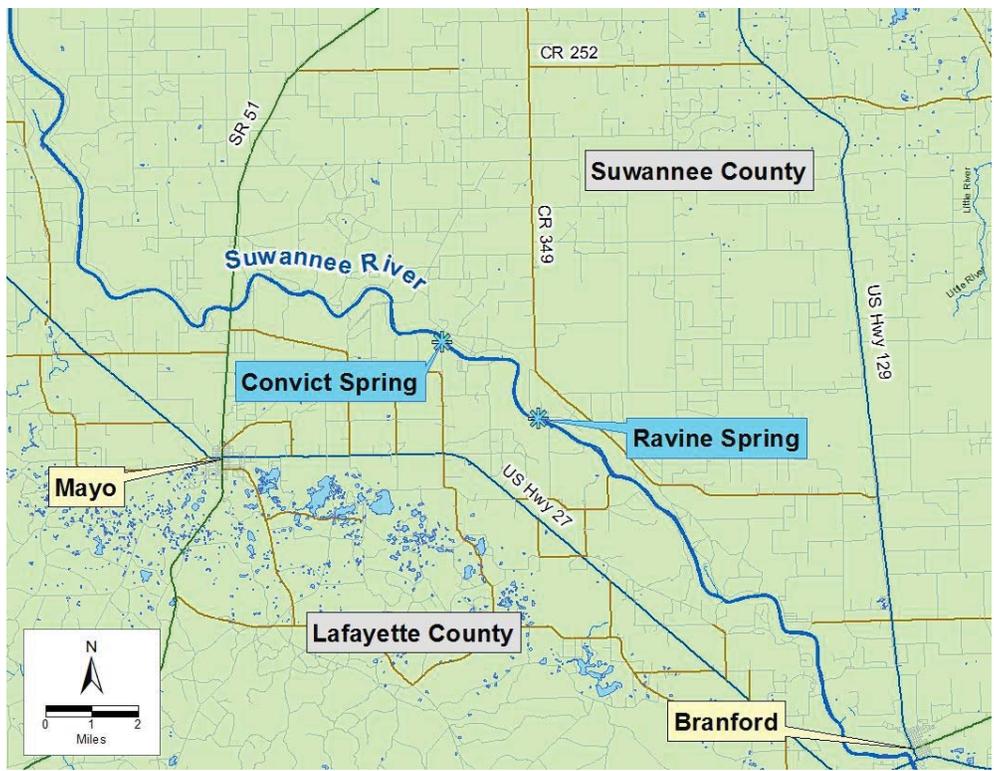


Figure 1. Map showing the location of Ravine Spring in Suwannee County and Convict Spring in Lafayette County, Florida.

MCM/pf

## MEMORANDUM

TO: Governing Board

FROM: Tom Mirti, Division Director, Water Resources

DATE: January 31, 2018

RE: Agricultural Water Use Monitoring Report

### BACKGROUND

In September 2012, the District began a program of water use monitoring for agricultural water use reporting on wells of 8" diameter or greater. Where possible, agricultural water use is estimated using monthly power consumption records provided by the electrical power provider. 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 603 (116.2 MGD) monitoring points.

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. The District employs telemetry to conduct water use monitoring on diesel-power systems. There are currently 293 (53.2 MGD) telemetry (only) systems installed by the District for this purpose. There are another 41 telemetry systems installed at electric use monitoring sites in order to QA the monthly power consumption records, for a total of 334 telemetry systems installed.

Some withdrawal points have very limited use and are monitored by individual site visits. There are currently 338 (25.4 MGD) limited use monitoring points in the District. Some users monitor their own water use and report that data to the District. There are currently three (0.4 MGD) self-monitored points.

To date, the District has permitted 1,520 (224.9 MGD) irrigation wells which include a water use monitoring condition, of which 1,251 (196.9 MGD) wells are active, i.e., the wells have been drilled already. Of the 1,251 active wells, 1,237 (195.1 MGD) are being monitored as of January 26, roughly 98.9% of existing active wells (99.1% of allocation) with water use permit monitoring conditions.

Of the remaining estimated 14 (1.7 MGD) active stations that currently will require water use monitoring, zero (0.0 MGD) are a diesel- or gas-powered system requiring District telemetry, 12 (1.6 MGD) are electric systems, and two (0.2 MGD) systems still require identification. There are 260 (27.8 MGD) proposed stations (that is, the wells are yet to be drilled); 57 (3.8 MGD) are expected to be diesel or gas, 145 (18.8 MGD) are expected to be electric, and 58 (5.3 MGD) are yet to be determined.

TM/pf

MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, P.G., Division Director, Resource Management

DATE: February 02, 2018

RE: Denial of Final Order 18-0002 for General Works of the District Permit Application Number ERP-029-214825-6, Hawkins Project, Dixie County

RECOMMENDATION

**Staff recommends the Governing Board deny a variance from the requirements of subsection 40B-4.3030(13), Florida Administrative Code, prohibiting construction, additions or reconstruction in the 75-foot buffer adjacent to the Suwannee River to Robert Hawkins, Dixie County, through the issuance of Final Order 18-0002.**

BACKGROUND

Subsection 40B-4.3030(13), Florida Administrative Code, (F.A.C.) (Conditions for Issuance of Works of the District Permits), provides that no construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water. A variance from this rule has been requested by Robert Hawkins (Petitioner) so fill can be perpetually added within the 75-foot buffer of the Suwannee River in Dixie County.

The Petitioner has failed to demonstrate the following:

- (1) The purpose of the underlying statute will be or has been achieved by other means; and
- (2) That application of rule 40B-4.3030(13), F.A.C. would create a substantial hardship or would violate the principles of fairness.

Petitioner has not met the requirements for a variance under 120.542, Florida Statutes. Therefore, staff recommends denial of the variance request through Final Order 18-0002.

MAD/tm  
Attachments

**STAFF REPORT  
GENERAL WORKS OF THE DISTRICT PERMIT VARIANCE REQUEST**

**DATE:** February 02, 2018

**PROJECT:** Hawkins Project

**APPLICANT:**  
Robert Hawkins  
2878 NE Highway 340  
Branford, FL 32008

**PERMIT APPLICATION NO.:** ERP-029-214825-6  
**DATE OF APPLICATION:**11/20/2017  
**APPLICATION COMPLETE:** N/A  
**DEFAULT DATE:**N/A

**Recommended Agency Action**

Staff recommends the Governing Board issue a Final Order denying the Variance Request for Subsection 40B-4.3030(13), Florida Administrative Code, (F.A.C.).

**SRWMD Project Review Staff**

Warren Zwanka, P.G., Leroy Marshall, P.E., and Mary Diaz, E.I., reviewed the project application.

**Project Location**

The project is located adjacent to the Suwannee River in Township 08 South, Range 14 East, Section 16 in Dixie County.

**Project Description**

The applicant is requesting a variance to subsection 40B-4.3030(13), F.A.C., which requires a minimum 75-foot buffer of the river, to perpetually add fill on top of the bank. The rule states in part, "No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of water, except for one deck per parcel located at the top of the bank no larger than 200 ft<sup>2</sup> and a boardwalk no wider than five feet to provide reasonable pedestrian access to water dependent structures such as docks."

The variance is requested pursuant to Section 120.542, Florida Statutes (F.S.), which states:

"Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver."

The Petitioner has failed to demonstrate the following:

- That the purposes of the underlying statutes will be or has been achieved by other means.
  - Finding: The Petitioner is not meeting the underlying purpose of the rule in that, the continual application of fill will not provide protection of the bank from erosion and would contribute to sediment deposition downstream.
- That a substantial hardship would be created or that the principles of fairness would be violated by requiring Petitioner to comply with these rules.

- Finding: District rules allow for activities that will result in the protection of the bank from erosion without the need for continual application of fill without a hardship; and the principles of fairness have been met in that there is no precedent for continual application of fill within the 75-foot buffer.

The District published a notice regarding the project in the Florida Administrative Register. To date, no objections to the project have been received.

Staff recommends denial of the variance request from the provisions of subsection 40B-4.3030(13), F.A.C.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**IN RE:**

**Robert Hawkins**

**PETITIONER,**

**ORDER No. 18-0002**

**v.**

**SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT,**

**Respondent.**

---

**FINAL ORDER DENYING VARIANCE**

The Suwannee River Water Management District (“District”) received a petition on November 20, 2017 from Robert Hawkins. (“Petitioner”), seeking a variance from Florida Administrative Code (“Fla. Admin. Code”) rule 40B-4.3030(13). Petitioner seeks this variance for perpetual fill addition on the top of the bank, within a Work of the District in Township 08 South, Range 14 East, Section 16, Dixie County.

**PROCEDURE AND ALLEGATIONS**

1. Pursuant to Fla. Stat. § 120.542, Petitioner seeks a variance from Fla. Admin. Code rule 40B-4.3030(13) for application number ERP-029-214825-6.
2. The Petition for Variance was received on November 20, 2017. A true copy of the Petition for Variance is attached to this Order as Exhibit “A”.

3. District caused a notice to be published in the Florida Administrative Register (“FAR”) on January 17, 2018 informing the public that the District had received the Petition for Variance and providing an opportunity to comment or object within fourteen days of the date of publication in the FAR. A true copy of the notice is attached to this Order as Exhibit “B”.

4. District received no comments or objections to the petition.

5. Petitioner’s address is 2878 NE Highway 340, Branford, FL, 32008, and the property affected by this order is described as the following parcel identification number: 16-08-14-0000-6875-0000, hereafter referred to as “Subject Property.”

#### **PETITIONER REQUEST**

6. Petitioner seeks to obtain a variance to Fla. Admin. Code rule 40B-4.3030(13) for perpetual addition of fill on top of the bank of the Suwannee River on Subject Property. Fla. Admin. Code rule 40B-4.3030(13) states in part, “No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water, except for one deck per parcel located at the top of the bank no larger than 200 square feet and a boardwalk no wider than five feet to provide reasonable pedestrian access to water dependent structures such as docks.”

#### **APPLICABLE LAW**

7. The purpose of Chapter 373 of the Florida Statutes is to prevent harm to the water resources of the state. To achieve this purpose, District is authorized to require permits for the construction of structures within a Works of the District.

8. Florida Admin. Code rule 40B-4.3030 became effective as District rule on September 25, 1985, and the most recent amendment became effective on October 14, 2013.

9. The variance is requested pursuant to Fla. Stat. § 120.542, which provides that:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver.

10. Petitioner is required to demonstrate that (1) the purpose of the underlying statute will be or has been achieved by other means and (2) that application of Fla. Admin. Code rule 40B-4.3030(13) would create a substantial hardship or would violate the principles of fairness.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11. The Petitioner has not met the purpose of the underlying statute in that the proposed activity will not protect the bank from erosion.

12. The petitioner has not demonstrated a substantial hardship would be created by requiring Petitioner to comply with Fla. Admin. Code paragraph 40B-4.3030(13) in that complying with the rules will allow for the desired access and protect the bank without causing a hardship; and the petitioner has not demonstrated that the principles of fairness would be violated by requiring Petitioner to comply with Fla. Admin. Code paragraph 40B-4.3030(13) in that there is no precedent for continual application of fill within the 75-foot buffer.

13. District concludes that the request for variance from Fla. Admin. Code 40B-4.3030(13) should be denied.

**IT IS HEREBY ORDERED**

14. The Petition for Variance from Fla. Admin. Code 40B-4.3030(13) is DENIED.

15. A copy of this order shall be recorded in the public records of Levy County.

DONE AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_ 2018

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

By: \_\_\_\_\_

Don Quincey, Jr.  
Chair

(Official Seal)

ATTEST: \_\_\_\_\_

Virginia Johns  
Secretary Treasurer

RENDERED on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Warren Zwanka  
District Clerk

Copies furnished to:      ERP-029-214825-6  
   Tommy Reeves  
   Robert Hawkins

# EXHIBIT A

November 13, 2017

Suwannee River  
Water Management District  
9225 CR 49  
Live Oak, FL 32060

(a) **Petition for variance for Ch. 40B - 4.3030 (13) Florida Administrative Codes**

Subject: **Bobsriverplace**, # \_\_\_\_\_, Dixie County

(b) Petitioner: Robert Hawkins  
2878 NE Hwy 340  
Branford, FL 32008  
(352) 542-7363  
suwanneeriverbob@gmail.com

(c) Agent: None

(d) the applicable portion of the rule: The portion of the rule in which the variance is requested is **Ch. 40B - 4.3030 (13)**

(e) The citation to the statute that the rule is implementing is:

Rule **Ch. 40B - 4.3030 (13)** (*No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water*)

(f) Type of variance requested: permanent variance from rule **Ch. 40B - 4.3030 (13)**

Requesting 1 inch of sand above the normal grade of the river bank.

This would allow us to have wheel chair/disability access and egress for the owner, Robert Hawkins and other wheelchair/disabled guests to Bobsriverplace. It will also protect Bobsriverplace guests from having their feet bruised and cut by roots and rocks.

Under flood situations, the natural occurrence brings in as much as one foot of sand above the natural grade within the 75 foot setback. However, over time, the rains wash this away. We are asking to replace this natural sand, as nature intended, up to 1 inch, where needed when this occurs.

(g) Facts that demonstrate hardship:

1. Per MRI, the owner, Robert Hawkins (age 83) has a diagnosis of: "Severe tricompartmental osteoarthritis with complex degenerative tearing and extrusion of the medial meniscus" - Department of Veterans Affairs. Disability permit is #A8972152 (prior to 2017) and #B584964 (current). Therefore, Disability access and egress is needed.
2. It's very important that the owner (Robert Hawkins) is present at the river, to announce (over a loud speaker) proper safety instructions and make sure guests follow through.
3. Guests, with disabilities come with their grandchildren and need the sand for wheelchair access and egress. The state DEP has deemed a designated portion of the river in front of Bobsriverplace to be commercial. Therefore, they are charging him up to \$10,000 rent for guests to swim in the river. As a result, disability access is required.
4. Guests injure their feet on roots and rocks that are not covered by sand

(h) The reason the variance/waiver requested would serve the purpose of the underlying statute: Sand on the river bank would be replacing the natural sand that nature had intended, providing a smooth unobstructed flow from roots and rocks.

(i) **Permanent waiver/variance requested**

It is our wish that a permanent waiver or variance be granted for the following: Ch. 40B - 4.3030 (13)(No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water)

Also,

**Petition for a permanent waiver/variance requested for Ch 40B-4.3010 (c) Florida Administrative Codes (Structures or fill which are obstructions to flow of less than or equal to 100 square feet of the cross-sectional area of the floodway which are located outside of the 75 foot setback)**

Requesting a pile of sand outside of the 75 foot setback, which was previously allowed due to an exemption given, due to an adjacent highway which slows the flow of the river before it reaches Bobsriverplace

1. A Pile of sand is necessary to keep on hand, as the supplier is rarely able to provide this item when needed
2. Previously, on prior permits submitted, Bobsriverplace was exempt from the zero rise certificate. This was due to the fact that his property is adjacent to a highway, bridge and a 30 foot solid mound. It was determined that the river flow is already blocked by a 30 foot solid dirt rise (mound) which leads up to a bridge (rockbluff bridge) and a highway (hwy 340); all of which block the river flow before it reaches Bobsriverplace. At that time, due to these reasons, a pile of sand was not considered an impact on the river flow and Bobsriverplace was exempt from all obstructions. Therefore, the sand has been a regular fixture on the property for years. Thus, a permanent variance is requested to keep a pile of sand to be used as needed for the reasons stated above, as it is very difficult to obtain this sand from the supplier on an as-needed basis.

Thank you for your consideration,

Sincerely,



IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE



**B** 584964

Disabled Persons Parking  
Identification Permit



EXPIRES

H252761343730 B584964

10-21

FLORIDA  
DEPARTMENT OF HIGHWAY  
SAFETY AND MOTOR VEHICLES

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE



**A 8972152**

Disabled Persons Parking  
Identification Permit



**EXPIRES**

H252761343730 A8972152

**10-17**

**F L O R I D A**  
DEPARTMENT OF HIGHWAY  
SAFETY AND MOTOR VEHICLES

Notice of Variances and Waivers

**WATER MANAGEMENT DISTRICTS**

**Suwannee River Water Management District**

RULE NO.:       RULE TITLE:

40B-4.3030:       Conditions for Issuance of Works of the District Permits

NOTICE IS HEREBY GIVEN that on June 5, 2017, the Suwannee River Water Management District received a petition for variance from Robert Hawkins, 2878 NE Hwy 340, Branford, FL 32008. Pursuant to Section 120.542, F.S. Petitioner is seeking a variance from subsection 40B-4.3030(13), F.A.C., as to no construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of water. The applicant is requesting (perpetually) to have one inch of sand above the normal grade of the riverbank to allow wheelchair access for applicant and guests. The project is located in Township 8 South; Range 14 East; Section 16; in Dixie County. These rules are intended to set forth criteria for development activities within a Works of the District. The petition has been assigned ERP Number ERP-029-214825-6, Hawkins Project.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Tilda Musgrove, Business Resource Specialist, Suwannee River Water Management District, 9225 CR 49, Live Oak, FL 32060, (386)362-1001 or 1(800)226-1066 in Florida only.



Hawkin's Project  
 ERP-029-214825-6  
 February 2018



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.  
 Map Created on 1/11/2018

Bob's River Place



Top of the Bank Looking NE



Top of the Bank Looking SW



MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, P.G., Division Director, Resource Management

DATE: February 02, 2018

RE: Approval of Final Order 18-0001 for General Works of the District Permit Application Number WOD-029-209471-4, Hogan RV Carport, Dixie County

RECOMMENDATION

**Staff recommends the Governing Board grant a variance from the requirements of subsection 40B-4.3030(13), Florida Administrative Code, prohibiting construction, additions or reconstruction in the 75-foot buffer adjacent to the Suwannee River to Randy Hogan, Dixie County, through the issuance of Final Order 18-0001.**

BACKGROUND

Subsection 40B-4.3030(13), Florida Administrative Code (Conditions for Issuance of Works of the District Permits), provides that no construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water. A variance from this rule has been requested by Randy Hogan so he can add an open-sided 800 ft<sup>2</sup> RV Carport within the 75-foot buffer of the Suwannee River in Dixie County.

The entire property is located within 70 feet from the Suwannee River, therefore, it is not possible to make any additions to the property outside of the 75-foot buffer. Staff recommends approval of the variance request through the attached Final Order. Upon granting of the Final Order, the applicant will complete their application for a General Works of the District Permit for construction.

MAD/tm  
Attachments

**STAFF REPORT  
GENERAL WORKS OF THE DISTRICT PERMIT VARIANCE REQUEST**

**DATE:** February 02, 2018

**PROJECT:** Hogan RV Carport

**APPLICANT:**  
Randy Hogan  
27951 SE Highway 19  
Old Town, FL 32680

**PERMIT APPLICATION NO.:** WOD-029-209471-4  
**DATE OF APPLICATION:** 02/24/2017  
**APPLICATION COMPLETE:** N/A  
**DEFAULT DATE:** N/A

**Recommended Agency Action**

Staff recommends the Governing Board issue a Final Order approving the Variance Request for Subsection 40B-4.3030(13), Florida Administrative Code, (F.A.C.).

**SRWMD Project Review Staff**

Warren Zwanka, P.G., Leroy Marshall, P.E., and Mary Diaz, E.I., reviewed the project application.

**Project Location**

The project is located adjacent to the Suwannee River in Township 10 South, Range 14 East, Section 30 in Dixie County.

**Project Description**

The applicant is requesting a variance to subsection 40B-4.3030(13), F.A.C., which requires a 75-foot buffer of the river, in order to construct an open-sided 800 ft<sup>2</sup> RV Carport. The rule states in part, "No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of water, except for one deck per parcel located at the top of the bank no larger than 200 ft<sup>2</sup> and a boardwalk no wider than five feet to provide reasonable pedestrian access to water dependent structures such as docks."

The variance is requested pursuant to Section 120.542, Florida Statutes (F.S.), which states:

"Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when the application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver."

The applicant has demonstrated that the purpose of the underlying statute has been achieved by providing improved bank stability for the intended use on this Subject Property.

The hardship for the applicant is that the entire property is located within the 75-foot buffer.

The RV Carport will be designed to meet all other criteria outlined in the current Works of the District (WOD) rule as found in 40B-4.3030, F.A.C.

The District published a notice regarding the project in the Florida Administrative Register. To date, no objections to the project have been received.

Staff recommends approval of the variance request from the provisions of subsection 40B-4.3030(13), F.A.C.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

**IN RE:**

**Randy Hogan**

**PETITIONER,**

**ORDER No. 18-0001**

**v.**

**SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT,**

**Respondent.**

---

**FINAL ORDER GRANTING VARIANCE**

The Suwannee River Water Management District (“District”) received a petition on December 12, 2017, from Randy Hogan. (“Petitioner”), seeking a variance from Florida Administrative Code (“Fla. Admin. Code”) rule 40B-4.3030(13). Petitioner seeks this variance for a proposed RV Carport, within a Work of the District in Township 10 South, Range 14 East, Section 30, Dixie County.

**PROCEDURE AND ALLEGATIONS**

1. Pursuant to Fla. Stat. § 120.542, Petitioner seeks a variance from Fla. Admin. Code rule 40B-4.3030(13) for application number WOD-029-209471-4.
2. The Petition for Variance was received on December 12, 2017. A true copy of the Petition for Variance is attached to this Order as Exhibit “A”.

3. District caused a notice to be published in the Florida Administrative Register (“FAR”) on January 17, 2018, informing the public that the District had received the Petition for Variance and providing an opportunity to comment or object within fourteen days of the date of publication in the FAR. A true copy of the notice is attached to this Order as Exhibit “B”.

4. District received no comments or objections to the petition.

5. Petitioner’s address is 27951 US Hwy 19, Old Town, FL, 32680, and the property affected by this order is described as the following parcel identification number: 30-10-14-0000-7029-0000, hereafter referred to as “Subject Property.”

#### **PETITIONER REQUEST**

6. The proposed construction of an RV Carport on the subject property, requires a permit according to Fla. Admin. Code 40B-4. The Petitioner seeks to obtain a variance to Fla. Admin. Code rule 40B-4.3030(13). Fla. Admin. Code rule 40B-4.3030(13) states in part, “No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water, except for one deck per parcel located at the top of the bank no larger than 200 square feet and a boardwalk no wider than five feet to provide reasonable pedestrian access to water dependent structures such as docks.”

#### **APPLICABLE LAW**

7. The purpose of Chapter 373 of the Florida Statutes is to prevent harm to the water resources of the state. To achieve this purpose, District is authorized to require permits

for the construction of structures within a Works of the District through Works of the District Permits under Fla. Admin. Code 40B-4.

8. Florida Admin. Code rule 40B-4.3030 became effective as District rule on September 25, 1985, and the most recent amendment became effective on October 14, 2013.

9. The variance is requested pursuant to Fla. Stat. § 120.542, which provides that:

Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver.

10. Petitioner is required to demonstrate that (1) the purpose of the underlying statute will be or has been achieved by other means and (2) that application of Fla. Admin. Code rule 40B-4.3030(13) would create a substantial hardship or would violate the principles of fairness.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11. The Petitioner has demonstrated that the purpose of the underlying statute has been achieved by providing improved bank stability for the intended use on this Subject Property. In addition, The Petitioner has demonstrated a substantial hardship would be created by requiring the Petitioner to comply with Fla. Admin. Code rules 40B-4.3030(13), due to no part of the Subject Property being located outside of the 75-foot buffer. Therefore, the Petitioner has met the requirements for a variance under Fla. Stat. § 120.542.

12. District concludes that the request for variance from Fla. Admin. Code 40B-4.3030(13) should be granted.

**IT IS HEREBY ORDERED**

13. The Petition for Variance from Fla. Admin. Code 40B-4.3030(13) is GRANTED for the purpose of the RV Carport on Subject Property, and shall remain in effect for perpetuity. The project shall be constructed in accordance with all other Fla. Admin. Code requirements.

14. A copy of this order shall be recorded in the public records of Dixie County.

DONE AND ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2018

SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT

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

(Official Seal)

ATTEST: \_\_\_\_\_  
Virginia Johns  
Secretary Treasurer

RENDERED on this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Warren Zwanka  
District Clerk

Copies furnished to: WOD-029-209471-4  
Tommy Reeves  
Randy Hogan

RECEIVED  
SRWMD

DEC 12 2017

DATE NOVEMBER 11, 2017

Suwannee River  
Water Management District  
9225 CR 49  
Live Oak, FL 32060

Original to File \_\_\_\_\_  
Copies to \_\_\_\_\_

**(a) Petition for variance from Ch 40b-4, Florida Administrative Code**

Subject: RV CARPORT #, DIXIE

(b) Petitioner: RANDY HOGAN  
PO BOX 429  
OLD TOWN, FL. 32680  
229.560.7592  
[BOXERLINBUD@GMAIL.com](mailto:BOXERLINBUD@GMAIL.com)

(c) Agent: Name  
Company  
Address  
City, State, Zip  
Phone Number  
E-MAIL

(d) The applicable portion of the rule:  
40B-4.3030(13), F.A.C.

(e) The citation to the statute the rule is implementing:  
Rule 40B-4.3030(13), F.A.C (No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water)

(f) Type variance requested:  
The variance requested is from rule 40B-4.3030(13), F.A.C. and 40B-4.3030(9) , F.A.C. This would allow us to erect a RV Carport, this structure would have minimal effect on water displacement (See Example #1). This structure would be completely open, and all covers would be above flood stage.

(g) Facts that demonstrate hardship:  
75 feet would put us on US19

(h) The reason the variance or waiver requested would serve the purpose of the underlying statute:

Would have minimal obstruction to water flow.

(i) **Permanent waiver/variance requested**

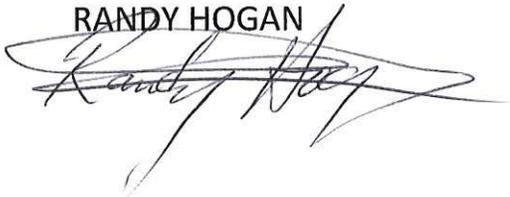
It is our wish that a permanent waiver or variance be granted for the following:

Rule 40B-4.3030(13), F.A.C (No construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water). A permanent variance is requested to erect a RV Carport, and to allow for maintenance and upkeep.

Thank You for Your Consideration

Sincerely,

RANDY HOGAN

A handwritten signature in black ink, appearing to read "Randy Hogan", written over the printed name "RANDY HOGAN". The signature is stylized and cursive.

Notice of Variances and Waivers

**WATER MANAGEMENT DISTRICTS**

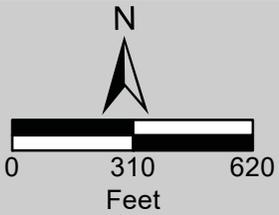
**Suwannee River Water Management District**

RULE NO.:       RULE TITLE:

40B-4.3030:       Conditions for Issuance of Works of the District Permits

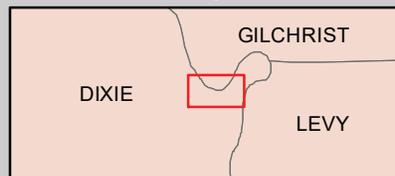
NOTICE IS HEREBY GIVEN that on December 12, 2017, the Suwannee River Water Management District received a petition for variance from Randy Hogan, PO Box 429 Old Town, FL 32680, pursuant to Section 120.542, F.S. Petitioner is seeking a variance from subsection 40B-4.3030(13), F.A.C., as to no construction, additions or reconstruction shall occur in the front 75 feet of an area immediately adjacent to and including the normally recognized bank of a water. Petitioner proposes to construct an RV carport within the front 75 feet of the Suwannee River. This structure would have minimal effect on water displacement as it would be completely open, and covered above the flood stage. The property is located in Township 10 South, Range 14 East, Section 30 of Dixie County. These rules are intended to set forth criteria for development activities within a Works of the District. The petition has been assigned ERP Number WOD-029-209471-4, Hogan RV Carport.

A copy of the Petition for Variance or Waiver may be obtained by contacting Tilda Musgrove, Business Resource Specialist, Suwannee River Water Management District, 9225 CR 49, Live Oak, FL 32060, (386)362-1001 or 1(800)226-1066 in Florida only.



 Hogan Residence

Hogan RV Carport  
 WOD-029-209471-4  
 February 2018



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.  
 Map Created on 1/9/2018

# Hogan's Property



# View from River



## MEMORANDUM

TO: Governing Board

FROM: Warren Zwanka, P.G., Division Director, Resource Management

DATE: February 2, 2018

RE: Approval of a Modification of Water Use Permit 2-001-216813-3 with a 0.0735 mgd Decrease in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.2902 mgd of Groundwater for Agricultural Use at the Summers Place Project, Alachua County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-001-216813-3 with seventeen standard conditions and seven special limiting conditions to Eugene McGehee, in Alachua County.**

### BACKGROUND

This is a modification of an existing agricultural water use to receive a ten-year permit extension. The project consists of 235 controlled and 190 irrigated acres and is located in High Springs in Alachua County. Corn and oats are irrigated using groundwater from one existing well through two center pivots. Supplemental irrigation models were used to determine the 0.2902 mgd 1-in-10-year drought allocation, a 0.0735 mgd decrease from the previous sequence.

The 10" irrigation well will be monitored using telemetry. There have been no reports of interference or observed harm to water resources associated with previous withdrawals at this project; and there are no lower quality water sources available for use at this project. The project is located in the Lower Santa Fe River Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42, 40B-8, and Emergency Rule 40BER17-01, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

SW/tm

WATER USE TECHNICAL STAFF REPORT  
17-Jan-2018  
APPLICATION #: 2-001-216813-3

**Owner:** Eugene McGehee Sr.  
26317 NW 78th Ave  
High Springs, FL 32643-9768  
(386) 454-1618

**Applicant:** Eugene McGehee Sr.  
26317 NW 78th Ave  
High Springs, FL 32643-9768  
(386) 454-1618

**Agent:** Not Applicable

**Compliance Contact:** Eugene McGehee Sr.  
26317 NW 78th Ave  
High Springs, FL 32643-9768  
(386) 454-1618

**Project Name:** Summers Place  
**County:** Alachua

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

**Authorization Statement:**  
The permittee is authorized to withdraw a maximum of 0.2902 mgd of groundwater for supplemental irrigation of corn/ rye.

**Recommendation:** Approval  
**Reviewers:** Stefani Weeks; Warren Zwanka

**WATER USE SUMMARY:**

| <b>Allocation Summary</b>                               |   |  |
|---|---|--|
| <b>Average Daily Rate<br/>(Million Gallons Per Day)</b> | <b>Freeze Protection (Million<br/>Gallons Per Year)</b> | <b>Allocation Change<br/>(Million Gallons Per Day)</b> |
| 0.2902  | 0.0000  | -0.0735  |

**Recommended Permit Duration and Compliance Reporting:** 10-year permit extension; to expire April 8, 2035.

**USE STATUS: This is a modification of an existing agricultural use to receive a 10-year extension for voluntary implementation of groundwater monitoring.**

**PROJECT DESCRIPTION:**

This project is located approximately one mile north of US-441, on NW 188<sup>th</sup> Street in High Springs, FL and consists of 235 controlled and 190 irrigated acres. Groundwater from one well will be used to irrigate corn and oats through two center pivots.

The permittee has elected to provide SRWMD telemetry to comply with the water use reporting requirements of special condition 18.

**WATER USE CALCULATIONS:**

The District's WUPAR model was used to determine the 15.61 inches/ year supplemental irrigation requirement for corn. The GIS-Based Water Resources and Agricultural Permitting and Planning System was used to determine the 4.92 inches/ year supplemental irrigation requirements for oats grown from October 1 to March 1.

**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), F.A.C.

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary, therefore, continued groundwater withdrawals at this project are 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. The use of water for agricultural purposes 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. Water use consistent with the aforementioned supplemental irrigation models is economic and efficient. The permittee will implement the following water conservation measures for the agricultural uses: checking daily for irrigation leaks and repairing them as needed, using new or retrofitted pivot irrigation systems and efficiency testing those systems every five years to maintain an 80% distribution uniformity, ensuring end gun shutoffs are working properly and only watering target crops, burying irrigation pipe to prevent damage, using UF-IFAS and NRCS-approved irrigation scheduling methods, employing operational pump shutdown to prevent pump operation in the event of an irrigation system malfunction, planting cover crops in the winter, and irrigating at night and when the wind is less than 5 mph when feasible.

**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 sources that are suitable for the purpose and that are technically, environmentally, and economically feasible are 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. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary and there are no wetlands on or proximate to the project, therefore, continued water use is not expected to cause any harm to natural systems or the water resources of the area for the duration of the permit.

**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 are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42 and 40B-8, F.A.C.; and Emergency Rule 40BER17-01. Additionally, cumulative reductions in flow from the allocation were evaluated at the Outstanding Florida Springs (OFS) contained in the Emergency Rule and show no measurable changes in flow from the proposed withdrawal. No OFS has an estimated cumulative flow decline of 9.9%.

**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:** Summers Place

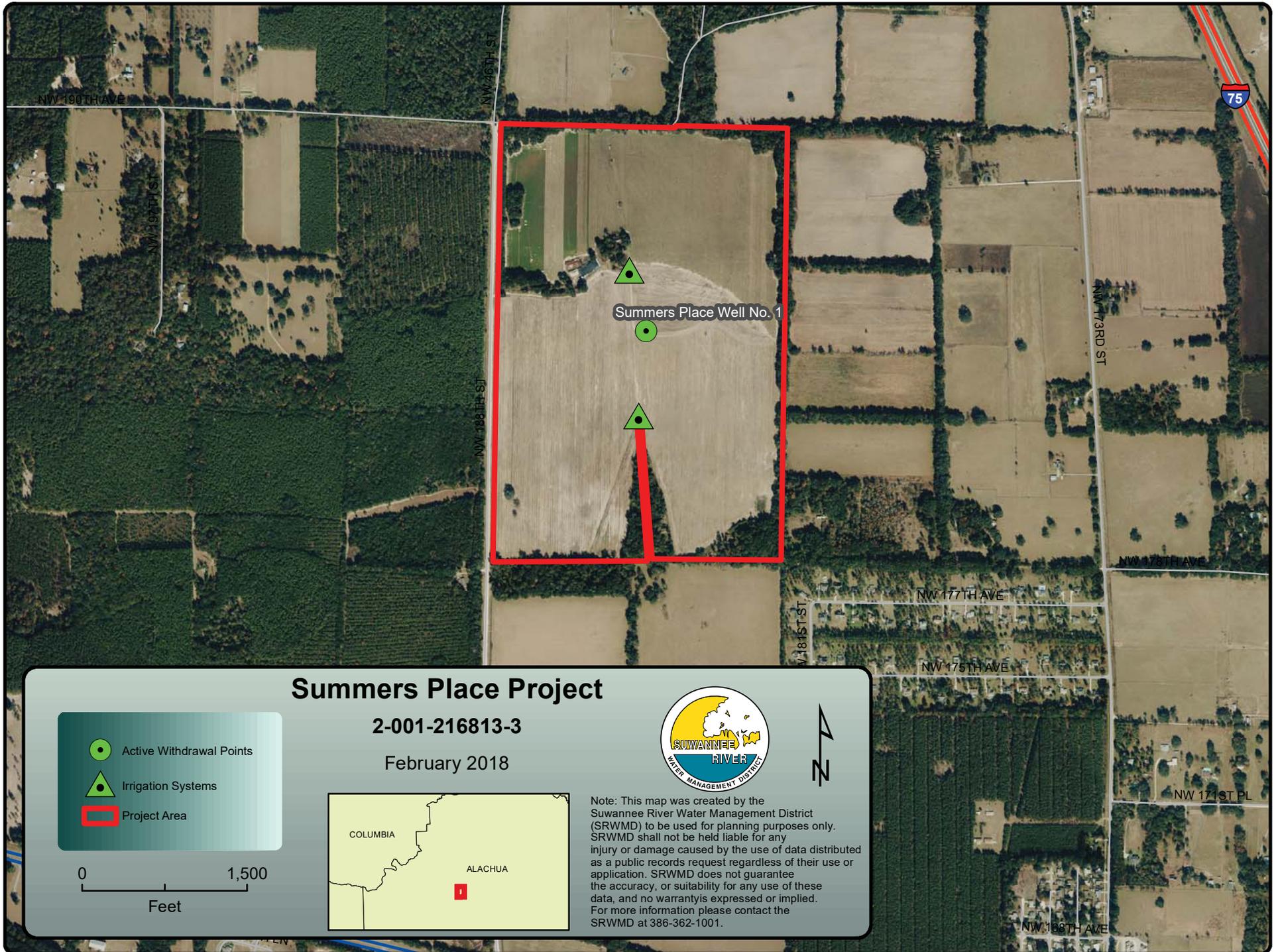
| Wells Detail |                          |                          |                |                              |        |              |
|--------------|--------------------------|--------------------------|----------------|------------------------------|--------|--------------|
| District ID  | Station Name             | Casing Diameter (inches) | Capacity (GPM) | Source Name                  | Status | Use Type     |
| 119590       | Summers Place Well No. 1 | 10                       | 1000           | FAS - Upper Floridan Aquifer | Active | Agricultural |

## 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 **4/8/2035**. The permittee must submit the appropriate application form incorporated 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 (**2-001-216813-3**).
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 agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
23. The permittee shall install and maintain no less than one backflow prevention device when fertigating and no less than two backflow prevention devices when chemigating on all wells or surface water pumps connected to the irrigation system. The backflow prevention device(s) shall be installed between the water source and the injection point.
24. The permittee is authorized to withdraw a maximum of 0.2902 mgd of groundwater for supplemental irrigation of corn/ rye. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



# Summers Place Project

2-001-216813-3

February 2018



-  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: Warren Zwanka, P.G., Division Director, Resource Management

DATE: February 2, 2018

RE: Approval of a Modification of Water Use Permit 2-041-220516-2, with a 0.1109 mgd Increase in Allocation and a Ten-Year Permit Extension, Authorizing a Maximum 0.1338 mgd of Groundwater for Agricultural Use at the Brian Crawford Project, Gilchrist County

### RECOMMENDATION

**Staff recommends the Governing Board approve Water Use Permit number 2-041-220516-2 with seventeen standard conditions and seven special limiting conditions to Brian Crawford, in Gilchrist County.**

### BACKGROUND

This is a modification of an existing agricultural water use to receive a ten-year permit extension. The project consists of 156 controlled and 135 irrigated acres and is located eight miles northeast of Trenton in Gilchrist County. Peanuts, watermelons, and oats are irrigated using groundwater from one existing well through drip irrigation and a traveler. Supplemental irrigation models were used to determine the 0.1338 mgd 1-in-10-year drought allocation, a 0.1109 mgd increase from the previous sequence.

The 8" irrigation well will be monitored using telemetry. There have been no reports of interference or observed harm to water resources associated with previous withdrawals at this project; and there are no lower quality water sources available for use at this project. The project is located in the Lower Santa Fe River Water Resource Caution Area.

Staff has determined the proposed withdrawals are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42, 40B-8, and Emergency Rule 40BER17-01, Florida Administrative Code (F.A.C.). The application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C.

SW/tm

WATER USE TECHNICAL STAFF REPORT  
19-Jan-2018  
APPLICATION #: 2-041-220516-2

**Owner:** Brian Crawford  
4229 SE CR 337  
Trenton, FL 32693  
(352) 472-2535

**Applicant:** Brian Crawford  
4229 SE CR 337  
Trenton, FL 32693  
(352) 472-2535

**Agent:** Myles Langford  
4679 Se County Road 337  
Trenton, FL 32693-4494

**Compliance Contact:** Myles Langford  
4679 Se County Road 337  
Trenton, FL 32693-4494

**Project Name:** Brian Crawford  
**County:** Gilchrist

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

**Authorization Statement:**

The permittee is authorized to withdraw a maximum of 0.0460 mgd of groundwater for supplemental irrigation of peanuts/ rye, a maximum of 0.0459 mgd of groundwater for supplemental irrigation of watermelon/ rye, and a maximum of 0.0419 mgd of groundwater for supplemental irrigation of oats.

**Recommendation:** Approval  
**Reviewers:** Stefani Weeks; Warren Zwanka

**WATER USE SUMMARY:**

| <b>Allocation Summary</b>                               |   |  |
|---|---|--|
| <b>Average Daily Rate<br/>(Million Gallons Per Day)</b> | <b>Freeze Protection (Million<br/>Gallons Per Year)</b> | <b>Allocation Change<br/>(Million Gallons Per Day)</b> |
| 0.1338  | 0.0000  | +0.1109  |

**Recommended Permit Duration and Compliance Reporting:** Permit to expire March 4, 2030; 10-year permit extension.

**USE STATUS: This is a modification of an existing agricultural use to receive a 10-year extension for a voluntary implementation of groundwater monitoring.**

**PROJECT DESCRIPTION:**

This project is located along CR-337, approximately eight miles northeast of Trenton in Gilchrist County and consists of 156 controlled and 135 irrigated acres. Groundwater from one well will be used to irrigate peanuts, watermelons, and oats through drip and traveling gun systems. The change in allocation from the previous sequence is due to an increase in irrigated acres and updated crop rotation information.

The permittee has elected to provide SRWMD telemetry 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 was used to determine the following supplemental irrigation requirements:

Oats grown from October 15 to May 31: 12.52 inches/ year

Peanuts grown from April 1 to October 15: 9.96 inches/ year

Watermelons grown from March 1 to August 15: 9.94 inches/ year

Rye grown from November 1 to March 1: 3.76 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), F.A.C.

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

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

No. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary, therefore, continued groundwater withdrawals at this project are 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. The use of water for agricultural purposes 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. Water use consistent with the aforementioned supplemental irrigation model is economic and efficient. The permittee will implement the following water conservation measures for the agricultural uses: checking daily for irrigation leaks and repairing them as needed, installing new drip tape each year and maintaining the drip tape at a 90% distribution uniformity, efficiency testing the traveling gun system every five years to maintain a 65% distribution uniformity, emitting water only in the root zone, using UF-IFAS and NRCS-approved irrigation scheduling methods as well as soil moisture probes, employing operational pump shutdown to prevent pump operation in the event of an irrigation system malfunction, planting cover crops in the winter, and irrigating at night and when the wind is less than 5 mph when feasible.

**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 sources that are suitable for the purpose and that are technically, environmentally, and economically feasible are 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. Project withdrawals were modeled and showed a simulated Upper Floridan aquifer drawdown of less than 0.5 foot at the project boundary and there are no wetlands on or proximate to the project, therefore, the water use is not expected to cause any harm to natural systems or the water resources of the area for the duration of the permit.

**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 are in accordance with MFLs and MFL recovery strategies pursuant to Chapters 62-42 and 40B-8, F.A.C.; and Emergency Rule 40BER17-01. Additionally, cumulative reductions in flow from the allocation were evaluated at the Outstanding Florida Springs (OFS) contained in the Emergency Rule and show no measurable changes in flow from the proposed withdrawal. No OFS has an estimated cumulative flow decline of 9.9%.

**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:** Brian Crawford

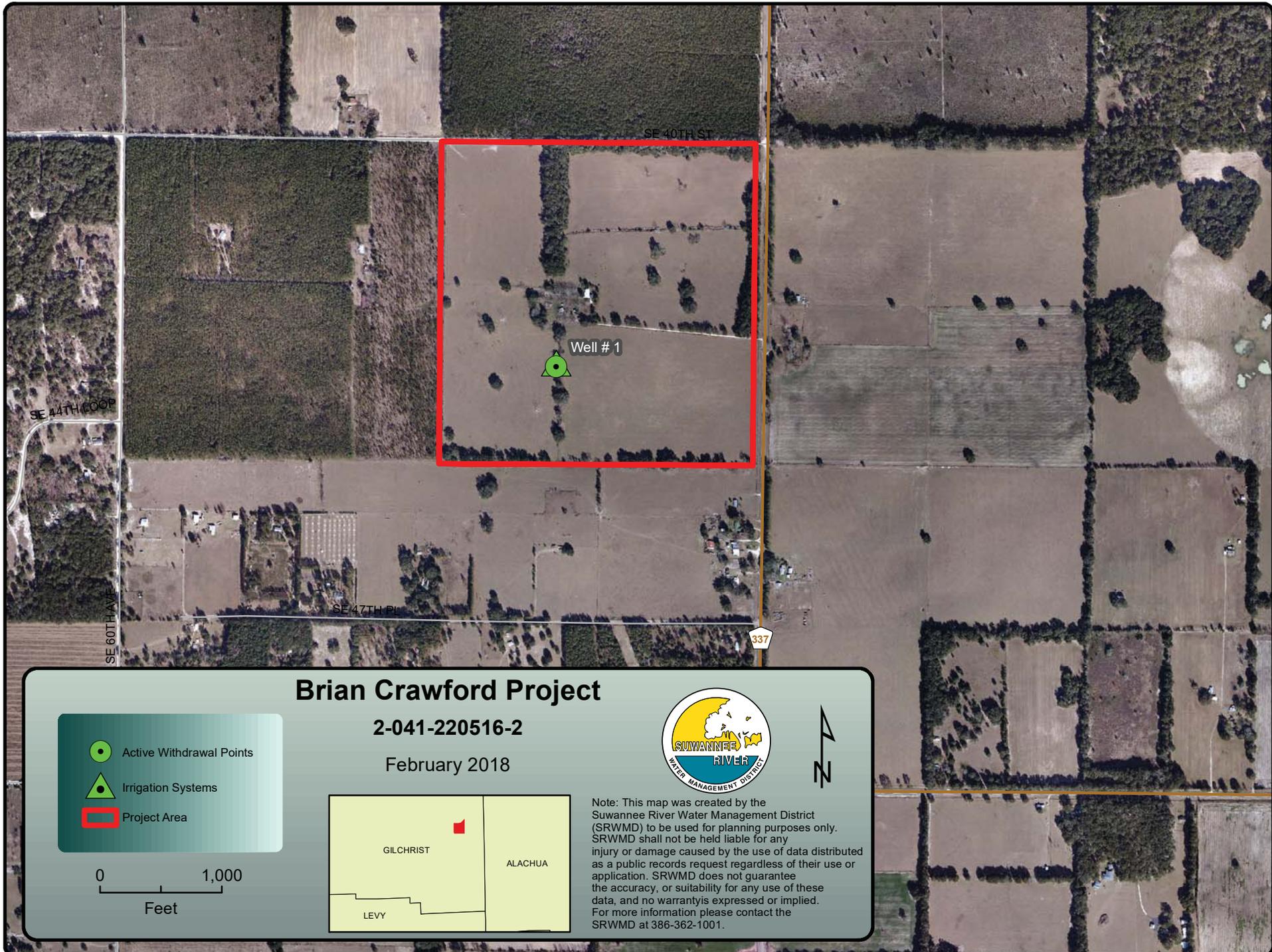
| Wells Detail |              |                          |                |                              |        |              |
|--------------|--------------|--------------------------|----------------|------------------------------|--------|--------------|
| District ID  | Station Name | Casing Diameter (inches) | Capacity (GPM) | Source Name                  | Status | Use Type     |
| 119422       | Well # 1     | 8                        | 700            | FAS - Upper Floridan Aquifer | Active | Agricultural |

## 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 **3/4/2030**. The permittee must submit the appropriate application form incorporated 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 (**2-041-220516-2**).
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 agrees to participate in a Mobile Irrigation Lab (MIL) program and allow access to the Project Site for the purpose of conducting a MIL evaluation at least once every five years.
22. Following the effective date of the re-evaluated Minimum Flows and Levels adopted pursuant to Rule 62-42.300(1)(e), F.A.C., this permit is subject to modification during the term of the permit, upon reasonable notice by the District to the permittee, to achieve compliance with any approved MFL recovery or prevention strategy for the Lower Santa Fe River, Ichetucknee River, and Associated Priority Springs. Nothing herein shall be construed to alter the District's authority to modify a permit under circumstances not addressed in this condition.
23. The permittee shall install and maintain no less than one backflow prevention device when fertigating and no less than two backflow prevention devices when chemigating on all wells or surface water pumps connected to the irrigation system. The backflow prevention device(s) shall be installed between the water source and the injection point.
24. The permittee is authorized to withdraw a maximum of 0.0460 mgd of groundwater for supplemental irrigation of peanuts/ rye, a maximum of 0.0459 mgd of groundwater for supplemental irrigation of watermelon/ rye, and a maximum of 0.0419 mgd of groundwater for supplemental irrigation of oats. Daily allocations are calculated on an average annual basis and the maximum allocation is only authorized in 1-in-10 year drought conditions.



# Brian Crawford Project

2-041-220516-2

February 2018



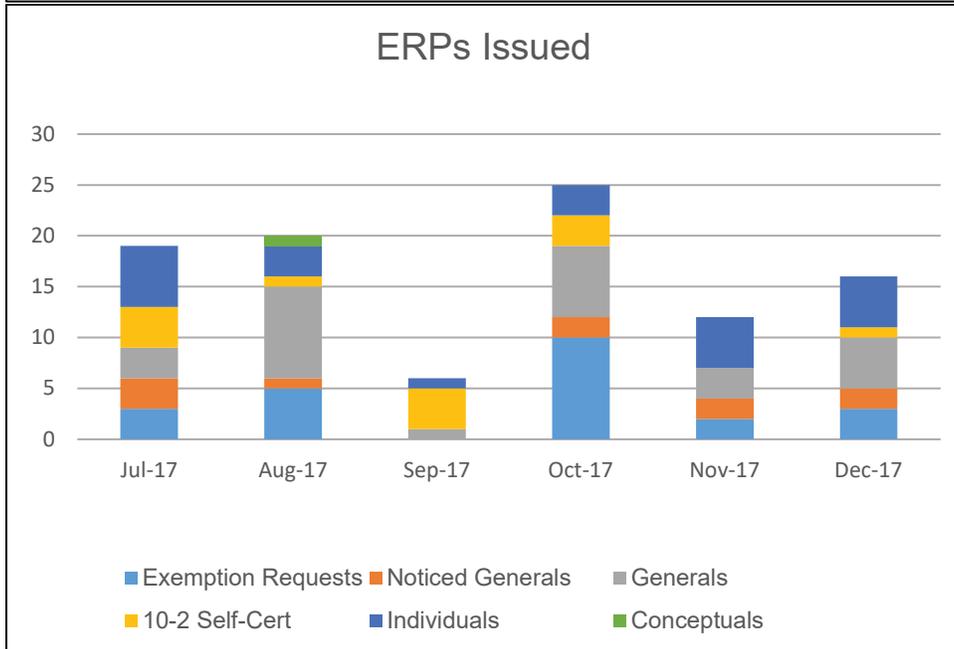
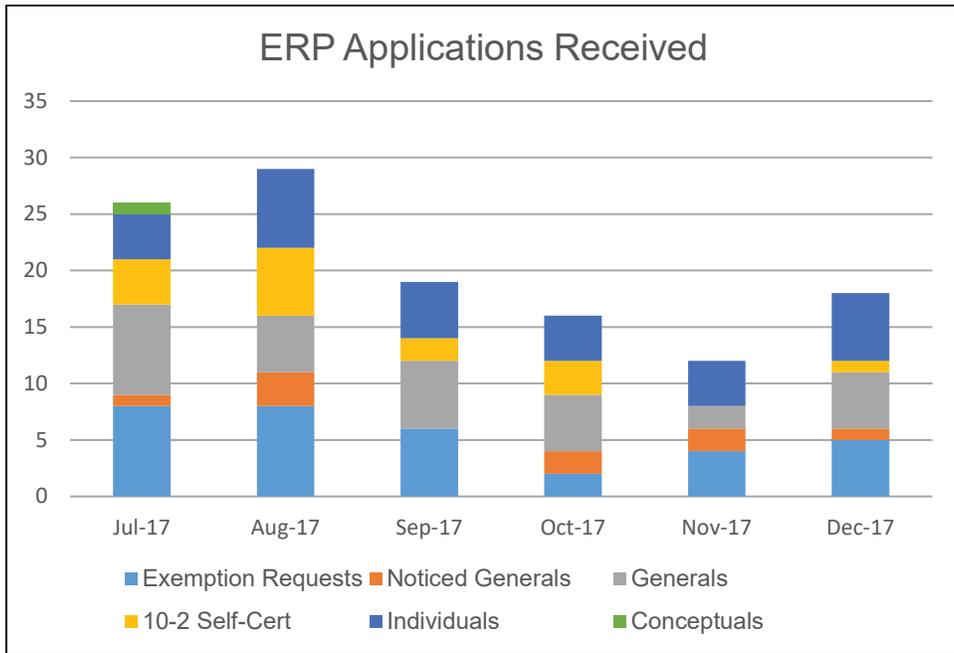
-  Active Withdrawal Points
-  Irrigation Systems
-  Project Area

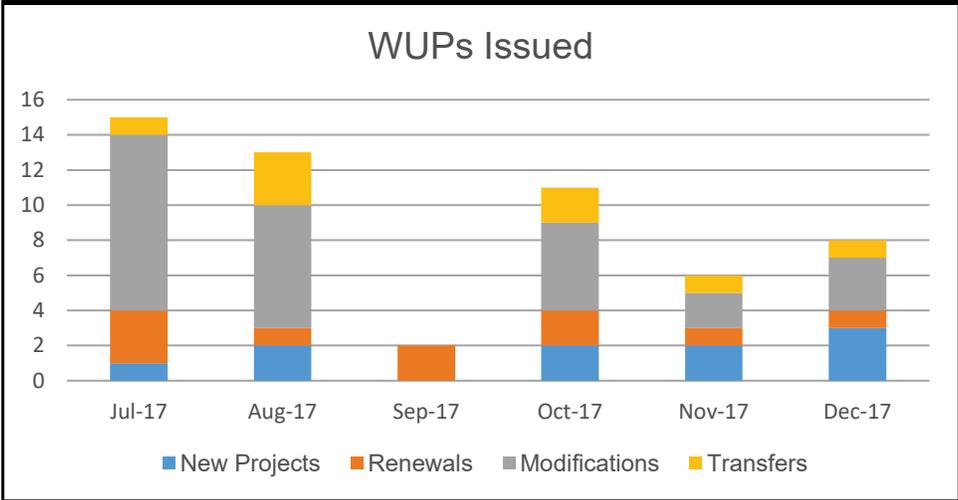
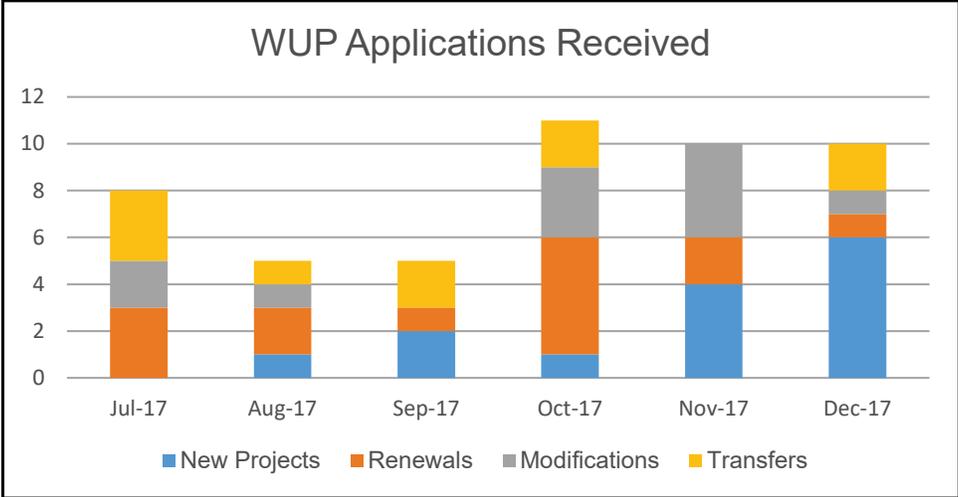


Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee 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.

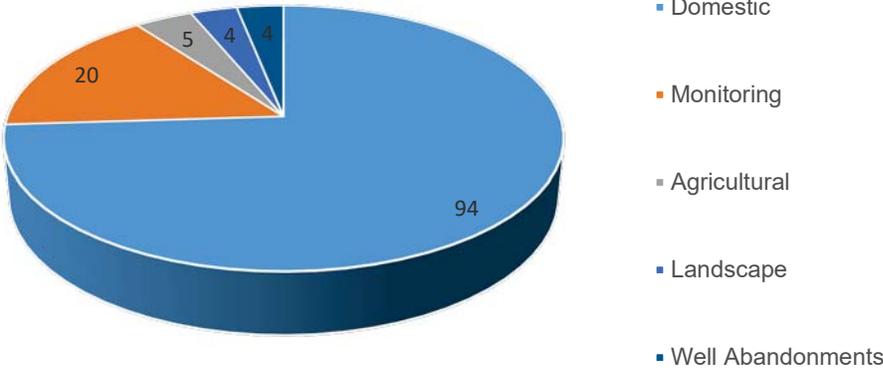
MEMORANDUM

TO: Governing Board  
FROM: Warren Zwanka, P.G., Division Director, Resource Management  
DATE: February 2, 2018  
RE: Permitting Summary Report





Water Well Permits Issued Dec-17



**40B-4 (FEMA Map Amendments)  
ERP/ Works of the District Permits**

**40B-4.400 (FEMA Map Amendments)  
Environmental Resource Permitting**

|                         |          |
|-------------------------|----------|
| GB Rule Dev. Auth.      | 1/9/2018 |
| Notice of Rule Dev.     |          |
| GB Proposed Rule Auth.  |          |
| Send to JAPC/OFARR      |          |
| Notice of Proposed Rule |          |
| Notice of Rule Change   |          |
| Mail to DOS             |          |
| Effective Date          |          |

|                         |          |
|-------------------------|----------|
| GB Rule Dev. Auth.      | 1/9/2018 |
| Notice of Rule Dev.     |          |
| GB Proposed Rule Auth.  |          |
| Send to JAPC/OFARR      |          |
| Notice of Proposed Rule |          |
| Notice of Rule Change   |          |
| Mail to DOS             |          |
| Effective Date          |          |

**40B-3 (Amendments)  
Water Well Permitting**

|                         |            |
|-------------------------|------------|
| GB Rule Dev. Auth.      | 10/10/2017 |
| Notice of Rule Dev.     |            |
| GB Proposed Rule Auth.  | 10/10/2017 |
| Send to JAPC/OFARR      |            |
| Notice of Proposed Rule |            |
| Notice of Rule Change   |            |
| Mail to DOS             |            |
| Effective Date          |            |

|                         |  |
|-------------------------|--|
| GB Rule Dev. Auth.      |  |
| Notice of Rule Dev.     |  |
| GB Proposed Rule Auth.  |  |
| Send to JAPC/OFARR      |  |
| Notice of Proposed Rule |  |
| Notice of Rule Change   |  |
| Mail to DOS             |  |
| Effective Date          |  |

MEMORANDUM

TO: Governing Board  
FROM: Darrell Smith, Assistant Executive Director  
DATE: January 31, 2018  
RE: Authorization to Enter into Contract Negotiations for the Construction of the CR 229 Local Agency Partner Safety Improvements in Union County

RECOMMENDATION

**Staff recommends the Governing Board authorize the Executive Director to negotiate and enter into a contract with the selected contractor for the construction of the CR 229 Local Agency Partner Safety Improvement Project for an amount not to exceed \$937,743.**

BACKGROUND

In July 2015, the Governing Board authorized the Executive Director to enter into contracts with Florida Department of Transportation (FDOT) for two Local Agency Partner (LAP) projects in Union County. The funding included District salary reimbursement for design, procurement and construction engineering inspection (CEI) oversight and construction costs.

This LAP project is for the construction of CR 229 Safety Improvement Project which scope includes clearing and grubbing, excavation and grading, stabilization, erosion and sediment control, pavement milling and resurfacing, shoulder widening, drainage, guardrail, sodding and pavement markings.

In December 2017, District staff began seeking contractors for the construction of the CR 229 Safety Improvement Project in Union County and staff has completed the bid review process.

The District received four bid proposals. The Selection Committee reviewed and ranked the submittals on the total bid price. The following ranking was determined by the Selection Committee:

| Rank | Contractor                     | Location          | Bid Price    |
|------|--------------------------------|-------------------|--------------|
| 1    | Anderson Columbia Company Inc. | Lake City, FL     | \$646,401.57 |
| 2    | V.E. Whitehurst and Sons Inc.  | Williston, FL     | \$684,173.78 |
| 3    | Curt's Construction Inc.       | White Springs, FL | \$760,569.14 |
| 4    | Art Walker Construction Inc.   | Lowell, FL        | \$764,826.73 |

The District has received all the necessary funding commitments from FDOT under budget codes 60-2-586-7-2400-06-01.

PW/rl

MEMORANDUM

TO: Governing Board  
FROM: Darrell Smith, Assistant Executive Director  
DATE: January 31, 2018  
RE: Approval to Enter into Agreement with an Agricultural Producer to Implement Precision Agriculture Practices

RECOMMENDATION

**Staff recommends the Governing Board approve the Executive Director to enter into an individual contract with Beach Farms to implement Precision Agriculture Practices.**

BACKGROUND

At the September 20, 2017, Governing Board Meeting, the Board approved the District to enter into a contract with the Florida Department of Environmental Protection (FDEP) to receive \$2,000,000 in springs funding for a precision agriculture cost-share program. Under this program, agriculture producers were invited to submit proposals to implement precision agriculture practices on their operations that will cost effectively reduce nutrients (nitrogen) in groundwater that contributes to spring flow.

Precision agriculture practices includes such items as veris mapping, aerial imagery, grid soil sampling, tissue sampling, variable rate nutrient application, side dressing, and variable rate irrigation.

Based on the evaluation criteria, Beach Farms is being recommended for cost-share funding. This applicant has applied for all or parts of the Precision Agriculture Cost-Share Program including veris mapping, aerial imagery, grid soil sampling, tissue sampling, variable rate nutrient application, side dressing equipment, and variable rate irrigation. They are located within the Suwannee and Santa Fe Basin Management Action Plan areas. It is estimated that 7,500 pounds of nitrogen will be reduced across 300 acres.

The total cost of the project is estimated at \$78,933.00. The FDEP Springs Funding will contribute \$59,200.00 or 75% of the projects costs, with the producers contributing \$19,733.00 or 25% of the total project cost.

Funding for this program is included in the FY 2018 budget under account code 06-2586-7-2400-18-01.

BHG/rl

MEMORANDUM

TO: Governing Board  
FROM: A. Keith Rowell, P.S.M.  
THRU: Hugh Thomas, Executive Director  
DATE: January 31, 2018  
RE: Approval of Governing Board Directive 18-0001, Applications for the Amendment of Terms of Conservation Easements

RECOMMENDATION

**Staff recommends Governing Board approval of Directive 18-0001, Applications for the Amendment of Terms of Conservation Easements.**

BACKGROUND

The Governing Board has purchased substantial real-estate rights through the use of conservation easements, as provided in Section 704.06, Florida Statutes, to protect water and other resources on approximately 126,000 acres of property located in the District. These conservation easements were the product of negotiation and were purchased based upon the appraised value of the rights obtained. The terms of each conservation easement were approved by the Governing Board after conducting a public hearing thereon. All conservation easements owned by the District are valid in perpetuity.

Directive 18-0001 will supersede and replace Directive 15-0002. The proposed revisions will allow staff to more efficiently process amendments that are technical in nature, create no loss of conservation value, or substantive changes. The revised Directive defines the types of amendment requests, the amendment procedure, and the District and applicant's responsibility for costs and expenses incurred for the various amendment request types.

The Lands Committee reviewed the proposed revisions at its January 9, 2018, meeting and voted to forward a recommendation for approval to the Governing Board.

/kr  
Attachments

# SUWANNEE RIVER WATER MANAGEMENT DISTRICT

## GOVERNING BOARD DIRECTIVE



Directive Number: GBD18-0001  
Date Approved: February 13, 2018  
Subject: **Applications for the Amendment of Terms of Conservation Easements**

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

\_\_\_\_\_  
**Virginia Johns, Secretary/Treasurer**

### **1.0 Reference to Prior Directive**

This Directive supersedes and replaces GBD15-0002.

### **2.0 Purpose and Intent**

It is the intent of this Directive to outline the policy and procedures approved for responding to requests from landowners to modify the terms of the conservation easements on their properties held by the Suwannee River Water Management District (the "District").

**Background:** The Governing Board has purchased substantial real-estate rights through the use of conservation easements, as provided in Sections 373.139 and 704.06, Florida Statutes, to protect water and other resources on approximately 126,000 acres of property located in the District. These conservation easements were the product of negotiation and were purchased based upon the appraised value of the rights obtained. The terms of each conservation easement were approved by the Governing Board after conducting a public hearing thereon. All conservation easements owned by the District are valid in perpetuity.

### **3.0 Definitions**

None

### **4.0 Elements of Policy**

It is the policy of the Governing Board that modifications of the terms of existing conservation easements should be minimized to protect the rights and resources that were purchased for public benefit. Any proposals that are submitted should be for the most limited manner to achieve the stated request. The request must not conflict with the protection of the resources intended in the conservation easement. The request must be consistent with protection of the rights listed in Section 704.06(1), Florida Statutes. If there is no other option to avoid adverse effects to these rights, then a plan to mitigate for the impacts must be presented. In all cases, the public must receive a net-positive benefit for the request to be considered.

**Types of Amendments:** The types of amendments requested are generally divided into two different types (1) Mutually Beneficial Amendments and (2) Conservation Value Amendments. Mutually Beneficial Amendments are those amendments for which there are no substantive changes to the Conservation Easement and both parties benefit from the modification such as map revisions or clarifications of language. Conservation Value Amendments are those amendments in which the landowner requests the return of rights purchased by the District under the terms of the conservation easement.

**Amendment Application Procedure:** Any application for an amendment must be in writing. Any amendment must provide additional protection for water resources on the easement property, or nearby water resource lands, in addition to compensation for the modified terms and any District expenses required to process the request.

Mutually Beneficial Amendments:

- Landowner must share expenses associated with the amendment.
- Landowner provides information to the District for the amendment. Information may include, but is not limited to, completing necessary field reviews, preparing amended language following District standards, completing ArcGIS analyses, maps and delivering all data to the District, or a combination of providing District information and paying for District staff time.
- Landowner and District will share (usually shared equally) the expenses (i.e. staff time, legal fees, surveying fees and recording costs) associated with the amendment such as attorney's fees, cost of recording and other pertinent expenses.
- The District shall provide an estimate of the Landowner's share of the expenses to Landowner. Landowner shall pay its share of the estimated expenses prior to District beginning evaluation of proposed amendment. If the actual expenses are less than the estimated expenses, the District will refund the overpayment to the Landowner. If the actual expenses are greater than the estimated expenses, the Landowner shall pay the balance in advance of the execution of the amendment by the District. Landowners' applications for amendments must result in equal or net increase in conservation values.

Conservation Value Amendments:

- Landowner must pay all the expenses (i.e. staff time, legal fees, surveying fees, and recording costs) associated with the amendment. The District shall provide an estimate of such expenses to Landowner. Landowner shall pay the estimated expenses to the District prior to District beginning evaluation of proposed amendment. If the actual expenses are less than the estimated expenses, the District will refund the overpayment to the Landowner. If the actual expenses are greater than the estimated expenses, the Landowner shall pay the balance in advance of the execution of the amendment by the District.
- Landowner must provide the District with a complete request before the District will process the request. Landowner provides information to the District for the amendment. Information may include, but is not limited to, completing necessary field reviews, preparing amended language following District standards, completing ArcGIS analyses, maps and delivering all data to the District. Upon staff's determination that the information is complete, it will be submitted for Lands Committee consideration and, if approved, Governing Board consideration.
- District staff may have proposed changes in conservation values of the easements appraised or professionally valued at the landowners cost, if applicable.
- Landowner requests for amendments must result in a net increase in conservation value, and landowners may propose measures to offset losses in conservation values. Offsets in losses to conservation values must occur on the land encumbered by the conservation easement.
- Landowner may be required to pay to the District the value of the rights returned under the modified conservation easement.

### **District Sponsored Water Resource Projects on Conservation Easements:**

- Landowner and District may find improvements that can be made to the easement property which will provide significant public benefit.
- The parties will negotiate an equitable share of the expenses associated with projects on conservation easements.
- District shall provide an estimate of the Landowner's share of the expenses to Landowner. Landowner shall pay its share of the estimated expenses prior to District beginning evaluation of proposed amendment. If the actual expenses are less than the estimated expenses, the District will refund the overpayment to the Landowner. If the actual expenses are greater than the estimated expenses, the Landowner shall pay the balance in advance of the execution of the amendment by the District.

### **An Applicant may be required to provide the following items in writing depending on request:**

- Specify the terms of the easement to be modified, and why the terms are no longer acceptable;
- Identify the proposed modified terms and map revisions;
- Provide a professional assessment of the impact to natural resources on the easement property;
- Provide an estimate of the value of the modification to the whole easement developed by a real estate appraiser or other professional;
- Provide a brief explanation as to how the proposed modifications are mutually beneficial or provide resolution for changes in conservation values;
- Identify how the landowner plans to share the cost and responsibility of the mutually beneficial amendments;
- Provide an appraisal to determine conservation value modifications by a qualified appraiser who is registered, licensed or certified under Part II, Chapter 475, F.S.;
- Provide information to support the appraisal;
- Identify proposed public resource impacts, positive or negative, of the proposed amendment; and/or;
- Provide a survey that meets District standards with legal description of requested changes.

### **Consideration of the Amendment Request:**

After staff review to determine the request is complete, a staff report will be provided to the Lands Committee of the Governing Board. The Lands Committee will review the application and either request more information, reject the request, or move the request to the full Governing Board for consideration.

The Governing Board will consider whether to allow a modification to a conservation easement based on general resource benefits which may or may not be subject to clear measurement in the real estate market, or otherwise. It shall be the decision of the Governing Board as to what the final consideration will be for the amendment after review of applicant's request, staff recommendations and public comment.

Provided that the Executive Director finds a request for a Mutually Beneficial Amendment which does not seek a substantive change in the Conservation Easement and that the District will benefit from the requested modification (only map revisions or the clarification of language), the Executive Director may bypass the Lands Committee and have the request placed directly on the Governing Board meeting agenda for consideration.

Notwithstanding anything else herein to the contrary, the Governing Board shall not be required to take any particular action on any particular request.

MEMORANDUM

TO: Governing Board

FROM: A. Keith Rowell, P.S.M.

THRU: Hugh Thomas, Executive Director

DATE: January 31, 2018

RE: Consideration of Right of First Refusal on City First Parcel, 84.32 Acres +/-, Jefferson County, from Layman Law Firm/Walker Springs Conservation Easement

RECOMMENDATION

**Staff recommends Governing Board approval of a Waiver of Right(s) of First Refusal on the City First Mortgage parcel (84.32 acres +/-) within the Walker Springs Conservation Easement, 167.14 acres +/-, Jefferson County.**

BACKGROUND

The Walker Springs Conservation Easement was purchased on December 30, 2011. The terms of the easement included restrictions on subdivision of the property and building of structures. At the time of closing the property was encumbered by two mortgages. One to City First Mortgage Corp on the 84.32-acre parcel and another to HelpCo Financial Services, Inc. on the remainder of the conservation easement. In May 2015, City First and HelpCo received title to the 84.32-acre parcel and remainder parcel respectively through foreclosure proceedings effectively subdividing the parcel.

At the July 11, 2017 meeting, the Governing Board Committee approved a consent and approval agreement allowing the City First and HelpCo parcels to be sold separately.

City First has a contract with Walker Springs Properties, LLC to purchase the City First parcel for \$349,900 (\$4125 per acre). City First has requested that the District waive its right of first refusal per the terms of the conservation easement. This waiver is only valid if the property sells for the contract price or greater and expires one year from the date of execution.

The Lands Committee reviewed the proposed waiver at the January 9, 2018, meeting and voted to forward a recommendation for approval to the Governing Board.

/kr  
Attachments

## Rowell, Keith

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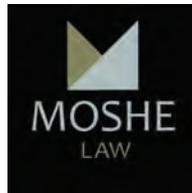
**From:** Moshe Rubinstein <moshe@moshelaw.com>  
**Sent:** Thursday, January 04, 2018 4:46 PM  
**To:** Rowell, Keith; Jon Kohler; Steven Fiske  
**Subject:** Walker Springs - FW: Salt Road premises, Jefferson county  
**Attachments:** scanner@cfmmtg.com\_20171204\_123007.pdf

Keith,

Please find attached below an executed contract between City First and a perspective buyer. This shall serve as formal notice to the SRWMD regarding its right of first refusal. Should the SRWMD elect not to exercise its right, or in the alternative if the SRWMD elects to exercise its right, please do let us know.

Thank you,

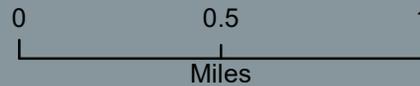
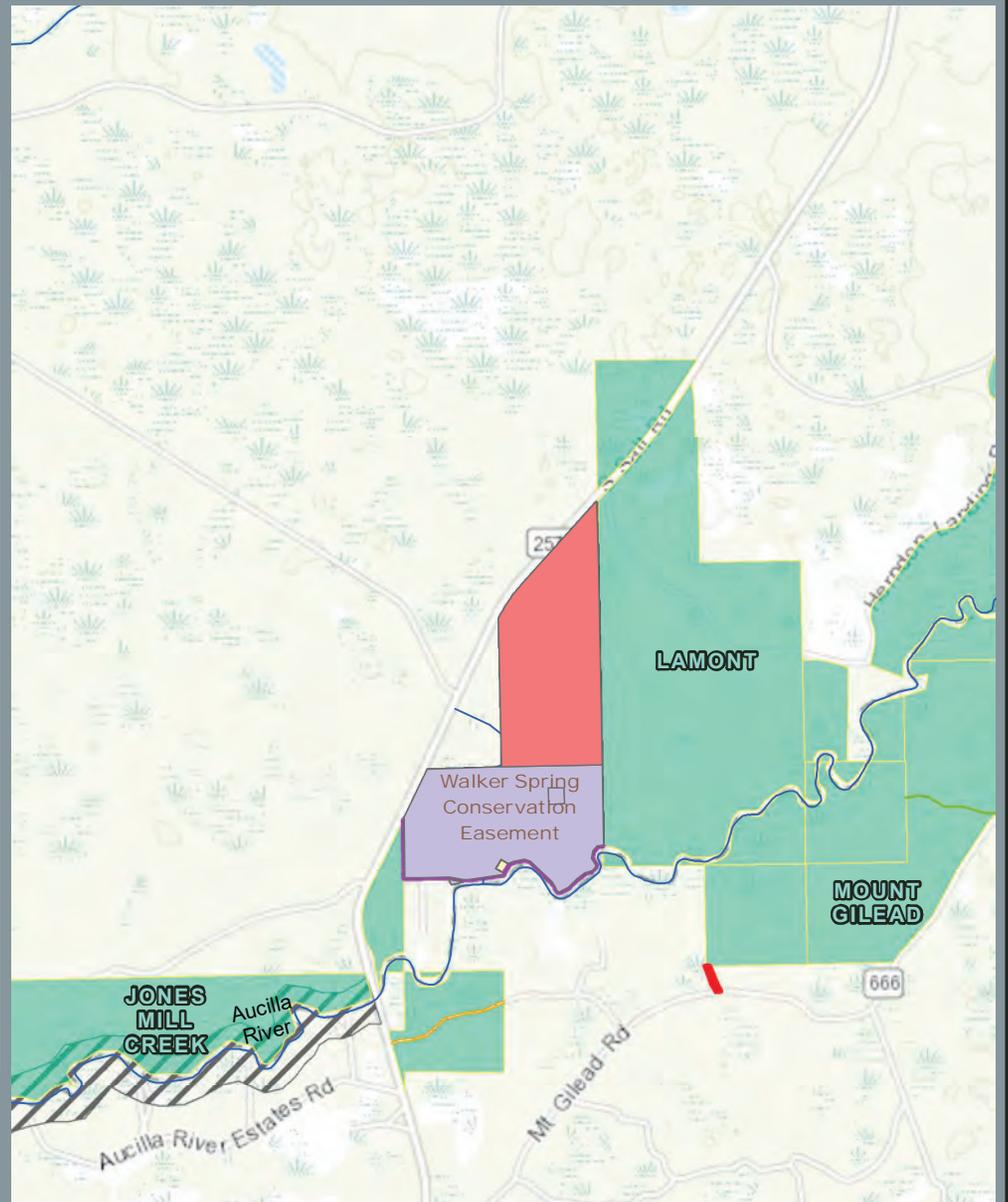
Moshe Rubinstein



Moshe Rubinstein Law Firm, P.A.  
(954) 987-0040 (o)  
(954) 655-7980 (m)  
(954) 967-6603 (f)  
6100 Hollywood Blvd. Ste 305  
Hollywood, FL 33024  
[www.moshelaw.com](http://www.moshelaw.com)

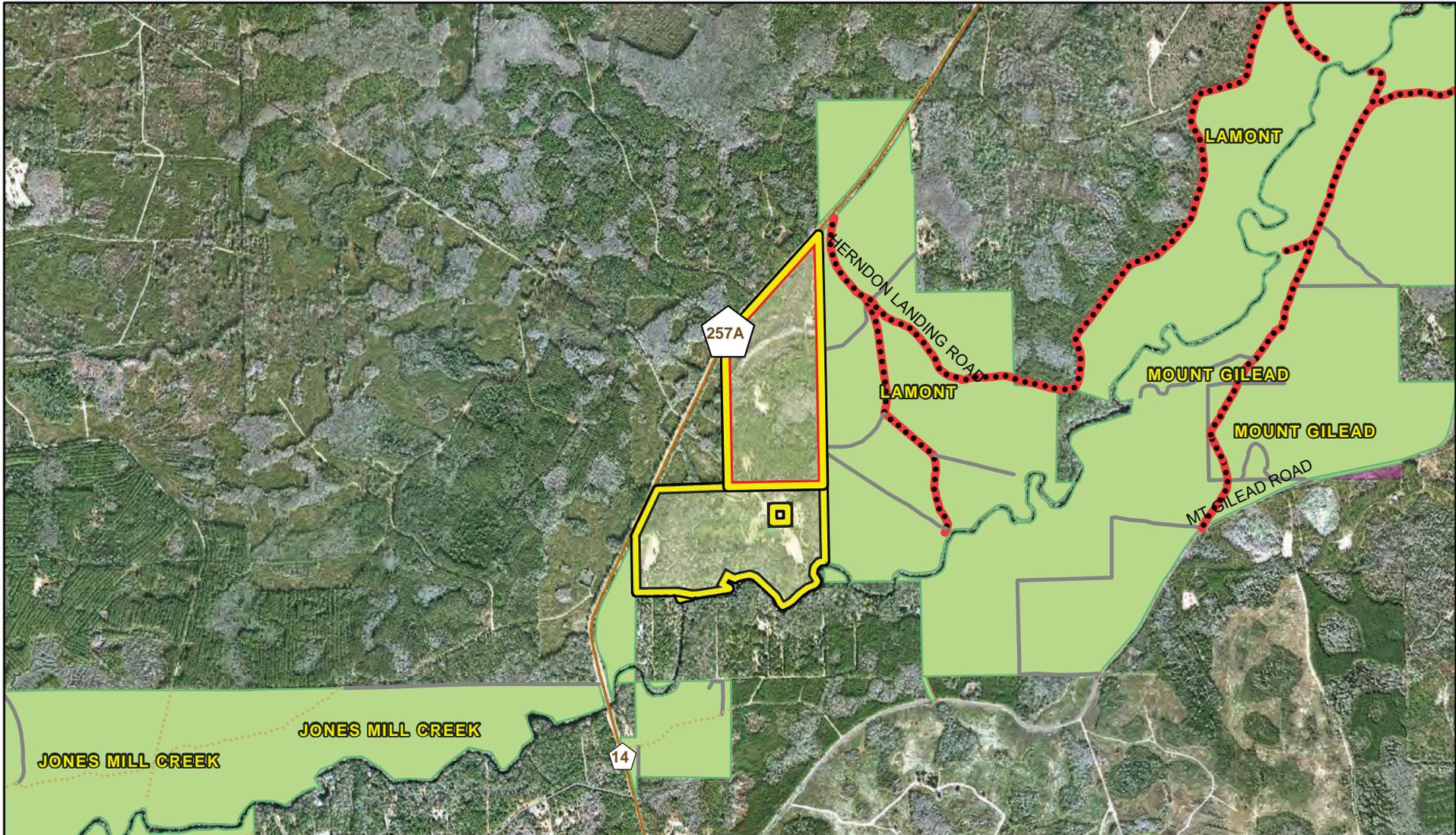
*This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by telephone and permanently delete the original and any copy of any e-mail and any printed copies thereof. Thank you.*

# Layman Law Firm/Walker Springs CE ROFR Waiver Request Location Map



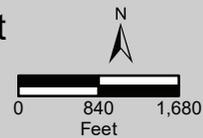
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.  
Map Created 1/5/2018

- Walker\_Springs\_HELPCO\_Financial\_Parcel
- Walker\_Springs\_City\_First\_Parcel
- SRWMD Ownership
- Conservation Easements
- State Proposed Acquisition
- SRWMD Boundary



Layman Law Firm/Walker Springs Conservation Easement  
 Right of First Refusal Waiver Request  
 Property Overview

-  Walker\_Springs\_HELPCO\_Financial\_Parcel
-  Walker\_Springs\_City\_First\_Parcel



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001. Map Created on 11/22/2016

Prepared by:  
Moshe Rubinstein Law Firm, P.A.

**CONSENT AND APPROVAL**

**THIS CONSENT AND APPROVAL** ("CONSENT AND APPROVAL") is made and entered into this 11<sup>th</sup> day of July, 2017, by and between **CITY FIRST MORTGAGE CORP.**, a Florida corporation ("CITY FIRST"), **HELPCO FINANCIAL SERVICES, INC.**, a Florida corporation "(HELPCO)" and **SUWANNEE RIVER WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District ("DISTRICT").

WHEREAS, on or about December 29, 2011, the DISTRICT purchased from the Layman Law Firm, PL, a Florida limited liability company that certain Conservation Easement (the "CONSERVATION EASEMENT") which was recorded in the public records of Jefferson County, Florida on December 30, 2011, at O.R. Book 670, Page 281; and,

WHEREAS, the CONSERVATION EASEMENT encumbered a certain parcel of real property (the "CONSERVATION PROPERTY") which is located in Jefferson County, Florida and described in the CONSERVATION EASEMENT; and,

WHEREAS, since the recording of the CONSERVATION EASEMENT, HELPCO has acquired fee title to a certain parcel of real property (the "HELPCO PROPERTY") located in Jefferson County, Florida by virtue of and as described in that certain certificate of title (the "HELPCO CERTIFICATE OF TITLE") recorded in the public records of Jefferson County, Florida on July 5, 2016, at O.R. Book 722, Page 302; and,

WHEREAS, since the recording of the CONSERVATION EASEMENT, CITY FIRST has acquired fee title to a certain parcel of real property (the "CITY FIRST PROPERTY") located in Jefferson County, Florida by virtue of and as described in that certain certificate of title (the "CITY FIRST CERTIFICATE OF TITLE") recorded in the public records of Jefferson County, Florida on December 16, 2014, at O.R. Book 709, Page 340; and,

WHEREAS, the HELPCO PROPERTY is a portion of the CONSERVATION PROPERTY and the CITY FIRST PROPERTY is the remainder of the CONSERVATION PROPERTY; and,

WHEREAS, the CONSERVATION EASEMENT contains certain restrictions on the division of the CONSERVATION PROPERTY; and,

WHEREAS, the parties have reached an agreement on all such issues and have executed this CONSENT AND APPROVAL to evidence the same.

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-referenced recitations are true and correct and are by reference incorporated herein and made a part hereof as if fully set forth.
2. The DISTRICT hereby approves the division of CONSERVATION PROPERTY into the CITY FIRST PROPERTY owned by CITY FIRST and its heirs and assigns and the HELPCO PROPERTY owned by HELPCO and its heirs and assigns and declares that such division is not a violation of the CONSERVATION EASEMENT. The CITY FIRST PROPERTY may hereafter be sold, resold, conveyed and reconveyed as a separate parcel of real property without violating the terms of the CONSERVATION EASEMENT but may not be

further divided except as expressly provided in the CONSERVATION EASEMENT. The HELPCO PROPERTY may hereafter be sold, resold, conveyed and reconveyed as a separate parcel of real property without violating the terms of the CONSERVATION EASEMENT but may not be further divided except as expressly provided in the CONSERVATION EASEMENT.

3. The CONSERVATION EASEMENT prohibits the construction of new dwellings and/or buildings on the CONSERVATION PROPERTY, except that in Section 2(C), of the CONSERVATION EASEMENT a limited right to construct new dwellings and/or buildings is given for the Special Use Areas as set out on Exhibit "B" to the CONSERVATION EASEMENT. The Special Use Areas are all located on the CITY FIRST PROPERTY. Therefore, only CITY FIRST may utilize the provisions of Section 2(C), of the CONSERVATION EASEMENT. This paragraph is not intended to be an amendment of the CONSERVATION EASEMENT but to clarify the terms thereof to be consistent with the understanding of the parties.

4. Except as may be expressly set out herein, all terms and conditions of the CONSERVATION EASEMENT are hereby ratified and confirmed, encumber the CITY FIRST PROPERTY and are binding on CITY FIRST, and its successors and assigns. Without limiting the foregoing, the parties specifically agree that the DISTRICT's right of first refusal provided in the CONSERVATION EASEMENT applies to the CITY FIRST PROPERTY and all future sales and conveyances thereof.

5. Except as may be expressly set out herein, all terms and conditions of the CONSERVATION EASEMENT are hereby ratified and confirmed, encumber the HELPCO PROPERTY and are binding on HELPCO, and its successors and assigns. Without limiting the foregoing, the parties specifically agree that the DISTRICT's right of first refusal provided in the

CONSERVATION EASEMENT applies to the HELPCO PROPERTY and all future sales and conveyances thereof.

8. This CONSENT AND APPROVAL is made and given to be recorded and thereby establish, of record, the factual matters set forth herein.

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

City First Mortgage Corp.,  
a Florida Corporation

Signed, Sealed, and Delivered  
in the presence of:

[Signature]  
By Stephen Fiske  
Its PRESIDENT

[Signature]  
Print Name: Andy Fiske  
[Signature]  
Print Name: Julia Merlos

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June 2017 by STEPHEN FISKE, as PRESIDENT of CITY FIRST MORTGAGE CORP., a Florida Corporation who is [  ] personally known to me or who [  ] produced \_\_\_\_\_ as identification.



[Signature]  
Print Name: \_\_\_\_\_  
Notary Public

Helpeco Financial Services, Inc.,  
a Florida Corporation

Signed, Sealed, and Delivered  
in the presence of:

[Signature]  
By \_\_\_\_\_  
Its President

Print Name: EDUARDE COHEN  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF New York  
COUNTY OF Chautauque

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June 2017 by Edward Cohen, as President of HELPCO FINANCIAL SERVICES, INC., a Florida Corporation who is [  ] personally known to me or who [  ] produced \_\_\_\_\_ as identification.

[Signature]  
Print Name: Rindy S. Barmore  
Notary Public

**RINDY S. BARMORE**  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN CHAUTAUGUA COUNTY  
REG. NO. 4994270  
MY COMM. EXPIRES 3/18

Suwannee River Water Management District,  
a Florida Chapter 373 Water Management District

By Don. Quincey, Jr.  
Its Chairman

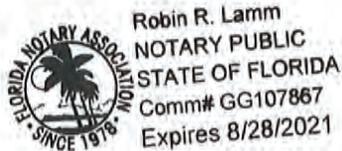
Signed, Sealed, and Delivered  
in the presence of:

Virginia H. Johns  
Print Name: Secretary Treasurer  
A. Keith Rowell  
Print Name: A. Keith Rowell

STATE OF Florida  
COUNTY OF Suwannee

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July 2017 by Don Quincey, Jr., as Chairman of SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida Chapter 373 Water Management District who is  personally known to me or who  produced \_\_\_\_\_ as identification.

Robin R. Lamm  
Print Name: Robin R. Lamm  
Notary Public



**CONTRACT FOR SALE**

This Contract for Sale is made and entered into this 1 day of December, 2017, by and between CITY FIRST MORTGAGE CORP., a Florida corporation ("Seller"), whose mailing address is 6100 Hollywood Blvd., Suite 305, Hollywood, Florida 33024; and WALKER SPRINGS PROPERTIES LLC, a Florida limited liability company, whose mailing address is 209 E. Brevard St., Tallahassee, FL 32301, ("Buyer"); and the parties hereby agree as follows:

1. **PROPERTY:** Seller agrees to sell and Buyer agrees to buy that certain real property located in Jefferson County, Florida, containing 84.64 acres (the "Property"), as shown by the cross hatch on the map attached hereto as Exhibit "A", and which is described as follows:

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, JEFFERSON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND RUN NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 344.48 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE THENCE NORTH 89 DEGREES 08 MINUTES 19 SECONDS EAST 2291.97 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES 19 SECONDS EAST 1098.31 FEET TO THE RIGHT BANK OF THE AUCILLA RIVER, THENCE WESTERLY ALONG SAID RIVER BANK AS FOLLOWS: SOUTH 71 DEGREES 25 MINUTES 41 SECONDS WEST 108.97 FEET, SOUTH 13 DEGREES 19 MINUTES 09 SECONDS WEST 101.19 FEET, SOUTH 20 DEGREES 38 MINUTES 26 SECONDS EAST 110.0 FEET, SOUTH 52 DEGREES 44 MINUTES 23 SECONDS WEST 272.39 FEET, SOUTH 45 DEGREES 15 MINUTES 02 SECONDS WEST 159.08 FEET, SOUTH 52 DEGREES 18 MINUTES 56 SECONDS WEST 99.17 FEET, SOUTH 72 DEGREES 44 MINUTES 01 SECONDS WEST 104.81 FEET, NORTH 48 DEGREES 12 MINUTES 49 SECONDS WEST 70.40 FEET, NORTH 25 DEGREES 32 MINUTES 14 SECONDS WEST 221.30 FEET, NORTH 58 DEGREES 23 MINUTES 10 SECONDS WEST 373.05 FEET, SOUTH 48 DEGREES 58 MINUTES 04 SECONDS WEST 323.98 FEET, SOUTH 84 DEGREES 59 MINUTES 07 SECONDS WEST 227.77 FEET, SOUTH 87 DEGREES 53 MINUTES 55 SECONDS WEST 92.68 FEET, SOUTH 82 DEGREES 42 MINUTES 27 SECONDS WEST 146.77 FEET, SOUTH 88 DEGREES 49 MINUTES 12 SECONDS

*L.F.*

WEST 77.14 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID RIVER RUN NORTH 78 DEGREES 32 MINUTES 20 SECONDS WEST 186.41 FEET, THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS WEST 347.19 FEET, THENCE NORTH 89 DEGREES 54 MINUTES 52 SECONDS WEST 257.37 FEET, THENCE NORTH 00 DEGREES 03 MINUTES 32 SECONDS WEST 756.48 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF STATE ROAD C-257, THENCE NORTH 26 DEGREES 29 MINUTES 28 SECONDS EAST ALONG SAID RIGHT OF WAY 770.60 FEET TO THE POINT OF BEGINNING. CONTAINING 84.64 ACRES AND BEING SUBJECT TO A 20-FOOT ACCESS EASEMENT ALONG THE WEST AND SOUTH SIDES.

2. PURCHASE PRICE: Buyer shall pay Seller the sum of Three Hundred Forty Nine Thousand Nine Hundred and No/100 Dollars (\$349,900.00) as the purchase price (the "Purchase Price") for the Property. The Purchase Price, adjusted for expenses and prorations, shall be paid by Buyer in the form of cash at closing. In the event Buyer has the Property surveyed as provided in this Contract, and such survey reflects that the Property contains more or less than 84.64 acres (excluding public road and railroad rights of way, and cemeteries, if any), then the Purchase Price shall be adjusted (increased if more than 84.64 acres and decreased if less than 84.64 acres) by the amount of acres that are more or less than 84.64, multiplied by four thousand and No/100 Dollars One Hundred Twenty Five S.F. (\$ 4,125.00 per acre.

3. EFFECTIVE DATE: This Contract shall become effective upon the date of execution by the last of Seller and Buyer (the "Effective Date"), and if not fully executed by November 30, 2017, shall be null and void.

4. BINDER: No later than three (3) business days after the Effective Date of this Contract, Buyer shall pay a binder (the "Binder") in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), which shall be paid to Davis, Schnitker, Reeves & Browning, P.A. ("DSRB"), who shall act as escrow agent (the "Escrow Agent"). The

Binder shall be held in a non-interest bearing trust account and shall be credited to the Purchase Price at Closing.

5. EXPENSES: Seller shall pay for doc stamps on the deed of conveyance, for owner's title insurance [REDACTED], to record the deed of conveyance, and for Seller's attorney fees. Buyer shall pay for Buyer's attorney fees, for a survey if a survey is desired by Buyer, for a termite inspection if a termite inspection is desired by Buyer, and for an environmental audit if an environmental audit is desired by Buyer. Ad valorem taxes and special assessments on the Property for the year of closing shall be prorated as of the Closing Date. Seller shall pay all outstanding ad valorem taxes and special assessments on the Property for all years prior to the year of closing.

6. BROKERS/ REALTORS: Seller and Buyer acknowledge and agree that Jon Kohler & Associates LLC is the only broker and/or realtor involved in this transaction. If this transaction closes, Seller will pay Jon Kohler and Associates LLC a commission at closing in an amount as set forth in a separate agreement between Seller and Jon Kohler & Associates LLC. Other than the obligation to pay a commission to Jon Kohler & Associates LLC as referenced above: (a) Seller will hold harmless and indemnify Buyer for any commission owed to any brokers and/or realtors contacted by Seller claiming a commission on this transaction, and (b) Buyer will hold harmless and indemnify Seller for any commission owed to any brokers and/or realtors contacted by Buyers claiming a commission on this transaction.

7. CLOSING DATE: The closing of this transaction shall occur no later than sixty (60) days after the Effective Date of this Contract (the "Closing Date" or "Closing"), at or through the offices of Davis, Schnitker, Reeves & Browning P.A., who

shall act as Closing Agent (the "Closing Agent"). If requested by either Buyers or Sellers, the parties may effect closing as a "mail away" closing, through commercially reasonable procedures acceptable to the Closing Agent. [REDACTED]

[REDACTED]

S.E.

[REDACTED]

[REDACTED]

8. DUE DILIGENCE/INVESTIGATION: Buyer shall have thirty (30) days after the Effective Date of this Contract within which to conduct all due diligence investigations Buyer may deem appropriate to determine if the Property is suitable for Buyer's purposes (the "Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter the Property prior to closing to inspect and investigate the Property. Buyer shall be responsible for any damage or liability caused by such investigations and shall hold harmless and indemnify Seller for the same, with this indemnification obligation expressly surviving closing or the termination of this Contract. If Buyer determines that the Property is not suitable for Buyer's purposes, in Buyer's sole discretion, Buyer may terminate this Contract by written notice to Seller no later than the end of the Due Diligence Period, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released as to one another from all further obligations under this Contract.

9. EXISTING CONSERVATION EASEMENT: The Property is subject to an existing Conservation Easement in favor of the Suwannee River Water Management District ("SRWMD") recorded in O.R. Book 670, Page 281, as modified by that certain Consent and Approval recorded in O.R. Book 745, Page 715, both of the Public Records

S.E.

of Jefferson County, Florida, a copy of which is attached hereto as Exhibit "B" (collectively the "Conservation Easement"). The Property will be conveyed to Buyer subject to the Conservation Easement, and Buyer shall be obligated to comply with the terms of the Conservation Easement. Buyer shall examine the Conservation Easement during the Due Diligence Period to determine if the Conservation Easement is acceptable to Buyer. If the Conservation Easement is not acceptable to Buyer, then Buyer shall send written notice of termination of this Contract to Seller before the end of the Due Diligence Period, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released as to one another from all further obligations under this Contract. The Conservation Easement gives SRWMD the first right of refusal to purchase the Property.

10. CONDITIONS PRECEDENT TO CLOSING: The following conditions must occur before Closing (the "Conditions Precedent"), and if all of the Conditions Precedent do not occur prior to Closing, then Buyer may terminate this Contract by written notice to Seller, in which event the Binder shall be returned to Buyer and thereupon both parties shall be relieved of all obligations to the other under this Contract, except for the obligations that would expressly survive closing:

- a. SRWMD waiving the right of first refusal held by SRWMD under the Conservation Easement.

*S.F.*  
[REDACTED]

11. CONVEYANCE: Seller shall convey to Buyer at closing by general

*S.F.*

warranty deed, title to the Property, free and clear of all liens and encumbrances other than ad valorem taxes for the year of closing, the Conservation Easement as amended, and those matters deemed acceptable to Buyer (the "Permitted Exceptions"). Seller shall furnish to Buyer at closing, a standard closing affidavit attesting to, among other things: (a) the absence of any financing statements, claims of lien or potential lienors known to Seller affecting the Property, (b) that there have been no improvements or repairs to the Property for which payment has not been made, and (c) that no one other than Seller is in possession of or has a right to possession of the Property other than as reflected by the Permitted Exceptions. Seller and Buyer shall also furnish all other documents necessary to complete this transaction reasonably requested by the title insurance company or Closing Agent.

12. TITLE EVIDENCE: No later than thirty (30) days after the Effective Date of this Contract, Buyer shall obtain (at Seller's expense) a title insurance commitment for the Property. If such title insurance commitment shows: (a) someone other than Seller has an ownership interest in the Property, (b) the title to the Property is defective, (c) the title to the Property contains exceptions other than the Permitted Exceptions, and standard exceptions used by the title insurance company, and those matters which shall be discharged by Seller at or before closing, or (d) that there is no legal access to all portions of the Property, (collectively the "Title Defects"), and Buyer objects to the Title Defects by written notification to Seller no later than thirty five (35) days after the Effective Date of this Contract, then Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the Title Defects, and Closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable

S.F.

or unwilling to clear or remove all of the Title Defects before the end of the Extended Closing Date, Buyer may either: (a) accept the Title Defects and close this transaction no later than the Extended Closing Date, or (b) terminate this Contract, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released as to one another from all further obligations under this Contract.

13. ENVIRONMENTAL MATTERS:

A. Seller warrants and represents to Buyer that: (i) other than in compliance with all applicable environmental laws, rules and regulations, Seller have not disposed of or dumped any hazardous waste or other environmental pollutants onto the Property, and Seller has no actual knowledge, without inquiry, that any third party has dumped any hazardous waste or other environmental pollutants onto the Property, (ii) to the best of Seller's actual information and belief, without inquiry, the Property has never been used as a dump, land-fill or garbage disposal site, (iii) to the best of Seller's actual information and belief, without inquiry, the Property is presently in compliance with all applicable environmental laws, rules and regulations, (iv) Seller is unaware, without inquiry, of any previous violations of applicable environmental laws, rules and regulations regarding the Property, and (v) Seller has not received actual notice, without inquiry, from any government agency that the Property is in violation of any federal, state or local laws, ordinances, codes, rules, orders or regulations or that any remedial action is required on the Property.

B. No later than thirty (30) days after the Effective Date of this Contract, Buyer may, at Buyer's option and expense, obtain a Phase I environmental audit on the Property. If the results of such environmental audit reveal that any portion of the

Property is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened any endangered species, and such results are unacceptable to Buyer (the "Environmental Defects"), and Buyer notifies Seller in writing of such unacceptable Environmental Defects no later than thirty five (35) days after the Effective Date of this Contract, then Seller shall have thirty (30) days after being so notified by Buyers to remove, correct and clear the Environmental Defects, and closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable or unwilling to clear or remove all of the Environmental Defects before the end of the Extended Closing Date, Buyer, at Buyer's sole option, may either: (a) accept the Environmental Defects and close this transaction according to the terms of this Contract no later than the end of the Extended Closing Date, or (b) terminate this Contract by written notice to Seller, in which case the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations to the other under this Contract.

C. Within five (5) days after the Effective Date of this Contract, Seller shall furnish Buyer with a copy of any and all environmental audits and reports, and any and all correspondence relating to environmental matters, on and for the Property in Seller's possession.

14. SURVEY: No later than forty five (45) days after the Effective Date of this Contract, Buyer may have the Property surveyed by a Florida licensed surveyor. If such survey reflect any defects that would adversely affect marketability of the Property which are unacceptable to Buyers, or that the Property contains less than 84.64 acres (the "Survey Defects"), and Buyer notifies Seller in writing of such Survey Defects no later

than fifty (50) days after the Effective Date of this Contract, then Seller shall have thirty (30) days after being so notified by Buyer to remove, correct and clear the Survey Defects, and closing shall be extended for thirty (30) days (the "Extended Closing Date"). If Seller is unable or unwilling to clear or remove all of the Survey Defects before the end of the Extended Closing Date, Buyer may either: (a) accept the Survey Defects and close this transaction no later than the Extended Closing Date, or (b) terminate this Contract, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released as to one another from all further obligations under this Contract.

15. NO ALTERATIONS OF THE PROPERTY: After the Effective Date of this Contract, Seller will not, without Buyer's prior written permission: (a) cut, harvest, remove, damage or destroy any timber on the Property, or materially alter any portions of the Property, or (b) enter into any leases, contracts or other agreements regarding the Property with any persons or entities other than Buyer, or (c) encumber any of the Property.

16. CASUALTY LOSS: In the event any portion of the timber or improvements located on the Property are 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 One Thousand and No/100 Dollars (\$1,000.00) in value, then Buyer may either: (a) terminate this Contract, in which case the Binder will be refunded to Buyer, and thereupon Seller and Buyer shall be released from all further obligations to the other under this Contract, or (b) proceed to closing without a reduction in the Purchase Price.

S.F.  
[REDACTED]

17. CONDITION OF PROPERTY: Except for the warranties and representations of Seller as set forth in this Contract and the warranties of title contained in the deed of conveyance and other closing documents, Seller is selling the Property "as is, where is", and Seller has not made, does not make, and has not authorized anyone else to make representations as to: (a) the number of acres or volume of timber in and on the Property, or (b) the condition of the Property. In the event Seller has provided Buyer with copies of title opinions/policies, surveys, maps, reports, studies, audits, appraisals, or other information concerning the Property, Seller does not make any representations or guarantees that the information contained therein is accurate, and it is Buyer's obligation to determine and verify the information contained therein. For the purpose of this paragraph, the term "Seller" shall include the Seller, its agents, and brokers.

18. DEFERRED EXCHANGE: Each party, upon request to the other party, shall have the right to structure this transaction in such manner that the transaction contemplated hereby shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the party to whom such request is made (the "Non-Requesting Party") agrees to fully cooperate with party making such request (the "Requesting Party"), and sign the documents reasonably requested to accomplish such exchange, provided the Non-Requesting Party incurs no additional costs as a result thereof and the closing is not delayed as a result thereof.

19. EMINENT DOMAIN: Seller represent to Buyer that Seller has not received notification that any portion of the Property is or may be taken through the

S.F.

powers of eminent domain. In the event Seller does receive such notice prior to closing, Seller shall immediately notify Buyer, in which event Buyer may either (a) proceed to closing, in which case all of Seller's rights in such eminent domain proceedings shall be assigned to Buyers, or (b) terminate this Contract by written notice to Seller, in which case the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations to the other under this Contract.

20. OUTSTANDING LEASES AND CONTRACTS: Seller represents to Buyer that other than the Conservation Easement, there are no: (a) outstanding timber agreements on the Property, (b) outstanding hunting or fishing leases or licenses or rights on the Property, or (c) other rights or interests in the Property held by third parties; that are not recorded in the public records.

21. NOTICES. Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier, or by facsimile or email transmission, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this paragraph. Notices shall be furnished to the parties as follows, and notices sent to the attorney for the parties shall be sufficient as notices sent to the related party:

To Seller:

CITY FIRST MORTGAGE CORP.  
6100 Hollywood Blvd., Ste 305  
Hollywood, Florida 33024  
954-967-6600 (telephone)  
954-967-6603 (fax)  
[Andy@cfmmtg.com](mailto:Andy@cfmmtg.com) (email)

To Buyer: WALKER SPRINGS PROPERTIES LLC  
c/o ROBERT SCOTT  
209 E. Brevard St.  
Tallahassee, FL 32301  
850-222-7777 (telephone)  
rscott@scottandwallacelaw.com (email)

With copy to: Davis, Schnitker, Reeves & Browning, P.A.  
(Buyer's attorneys) c/o Clay A. Schnitker  
P.O. Drawer 652  
Madison, Florida 32341  
(850) 973-8564 (fax)  
(850) 973-4186 (telephone)  
[cschnitker@earthlink.net](mailto:cschnitker@earthlink.net)

22. ESCROW AGENT: Escrow Agent shall at all times be authorized to deliver the Binder in accordance with the terms of this Contract or pursuant to written instructions executed by both Seller and Buyer. At closing, Escrow Agent shall remit the Binder to Seller, and Buyer shall receive a credit against the Purchase Price in the amount of the Binder. In the event Escrow Agent receives a written claim of default by either Buyer or Seller against the other, or in the event there is a dispute over the Binder, Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder, and all legal fees, cost and expenses incurred by Escrow Agent associated with such proceeding shall be paid from the Binder. The prevailing party in any litigation over the Binder shall be entitled to recover its attorney fees and costs from the non-prevailing party. Escrow Agent may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Seller and Buyer agree to hold harmless and indemnify Escrow Agent for all liability and expenses incurred by

acting as escrow agent, other than intentional misuse of funds. The Binder shall be held in a non-interest bearing account.

23. DEFAULT: Should Seller default on any terms of this Contract, and Buyer not be in default, then Buyer shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure Title Defects, Survey Defects, and/or Environmental Defects), (b) terminate this Contract by delivering written notice to Seller prior to closing, in which case the Binder shall be refunded to Buyer and thereupon Buyer and Seller shall be released as to one another from all further obligations under this Contract, [REDACTED]

S.F. [REDACTED] Should Buyer default on any terms of this Contract, and Seller not be in default, then Seller shall receive the Binder (as liquidated damages because actual damages would be difficult to estimate), and this Contract shall be null and void and Buyer and Seller shall be released as to one another from any further obligation under this Contract. The remedies set forth herein shall be the sole remedies available to the parties in the event of default prior to closing.

24. AD VALOREM TAX DISCLOSURE: Buyer should not rely on Seller's current property taxes as the amount of the property taxes that 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.

25. LEGAL REPRESENTATION: The law firm of Davis, Schnitker, Reeves

& Browning, P.A. represents only Buyer in this transaction, and not Seller. Each party has had equal opportunity in drafting this Contract, and this Contract shall not be construed against either party.

26. 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. The provisions of this Contract are for the sole and exclusive benefit of the parties hereto. 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. Venue and jurisdiction for any disputes and/or litigation involving this Contract shall be exclusively in state court in Jefferson County, Florida. This Contract shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns and estates, as the case may be. Buyer shall have right to assign this Contract, in whole but not in part, without the consent of Seller, provided the Binder is not released. The terms of this Contract shall survive the closing.

Signatures on following page.

Executed by Seller, CITY FIRST MORTGAGE CORP., this    /    day of

December, 2017.

CITY FIRST MORTGAGE CORP.

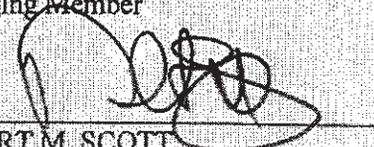
By:   
STEPHEN FISKE  
President

Executed by Buyer, WALKER SPRINGS PROPERTIES LLC, this    day of

November, 2017.

WALKER SPRINGS PROPERTIES LLC

By:   
JOHN C. WALLACE  
Managing Member

By:   
ROBERT M. SCOTT  
Managing Member

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]

## Waiver of Right(s) of First Refusal

TO WHOM IT MAY CONCERN, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR 49, Live Oak, Florida 32060, (the "DISTRICT") hereby states and acknowledges as follows:

1. Definitions. The following terms shall have the following meanings unless the context clearly requires otherwise:

*DISTRICT* shall mean the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR 49, Live Oak, Florida 32060.

*OWNER* shall mean CITY FIRST MORTGAGE CORP.

*PROPERTY* shall mean that certain real property more particularly described on Attachment "A", which is attached hereto and incorporated herein by reference.

*PURCHASE PRICE* shall mean \$349,900.00.

*WAIVER* shall mean this written Waiver of Right(s) of First Refusal.

2. Waiver of Right(s) of First Refusal. The DISTRICT has waived and hereby waives whatever right(s) of first refusal it may have, if any, concerning a conveyance of the PROPERTY that meets the following requirements:

- 2.1 The conveyance is from the OWNER to another person or entity;

- 2.2 The consideration for the conveyance is equal to or greater than the PURCHASE PRICE. (For the purpose of this WAIVER, the consideration for the conveyance shall be conclusively presumed to be the consideration calculated from the documentary stamp tax paid as shown on the face of the deed of conveyance.); and,

2.3 The deed for the conveyance is recorded in the public records of the county or counties where the PROPERTY is located no later than one (1) year after the date this WAIVER is executed as shown on the face hereof.

- 3. Confirmation of Waiver of Right(s) of First Refusal with Regards to Past Conveyances. The DISTRICT hereby confirms that it has waived the DISTRICT's right(s) of first refusal, if any, concerning all past conveyances of the PROPERTY which make up the OWNER's chain of title to the PROPERTY.
- 4. Limitations on this Waiver. Notwithstanding anything else herein to the contrary, this WAIVER shall not be deemed to waive the DISTRICT's right(s) of first refusal with regards to any conveyance of the PROPERTY except those conveyances expressly described herein, and, should the DISTRICT hold any conservation easement(s) on the PROPERTY, this WAIVER shall not be deemed to have any effect on any of the DISTRICT's rights under such conservation easement(s) except for its right(s) of first refusal.
- 5. Disclaimer of Warranties. The DISTRICT disclaims all express and/or implied warranties concerning the matters set out herein, including, without limitation, that the DISTRICT has any right(s) of first refusal or the accuracy of the description of the PROPERTY.
- 6. Recording. This WAIVER may be recorded in the public records of the county or counties where the PROPERTY is located to give constructive notice thereof.

IN WITNESS WHEREOF the DISTRICT has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT

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

(OFFICIAL SEAL)

ATTEST: \_\_\_\_\_  
Virginia H. Johns  
Secretary Treasurer

Attachment "A"

That certain real property located in Jefferson County, Florida more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST ONE-HALF OF THE NORTHWEST QUARTER (E 1/2 OF NW 1/2) LYING SOUTH AND EAST OF THE RIGHT OF WAY OF STATE ROAD 257, LESS ALL LANDS LYING AND BEING IN THE S.A.L. RAILROAD RIGHT OF WAY.

TOGETHER WITH:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 EAST, IN JEFFERSON COUNTY, FLORIDA, AND AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHWEST QUARTER (SW 1/4) LYING SOUTH AND EAST OF THE RIGHT OF WAY OF STATE ROAD 257.

MEMORANDUM

TO: Governing Board  
 FROM: A. Keith Rowell  
 DATE: January 31, 2018  
 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              | 1,099  | Lafayette     | Negotiations in progress.   |
| SRWMD                  | Sandlin Bay Sale/Exchange to U.S. Forest Service | 2,023  | Columbia      | USFS staff received authorization to proceed with purchase March 1, 2017 subject to appraisal update. Appraisal updates expected Spring 2018. |
| Jerry Coker, Etal.     | Lumber Camp Springs                              | 37 +/- | Gilchrist     | Title issue regarding access being resolved. Landowners evaluating access alternatives with Gilchrist County.                                 |
| Chemours Tract         | Chemours Bradford and Clay County                | 893    | Bradford/Clay | Appraisal ITB Spring 2018.  |
| Tim Walker, Etal.      | Tim Walker Conservation Easement                 | 90 +/- | Lafayette     | Appraisal ITB Spring 2018.  |
| Ware Forest, LLC.      | Ware Forest Tract                                | 160    | Jefferson     | Approval for Purchase 04/2017. Potential closing January 2018   |

**Authorized for Surplus**

| Tract                       | Acres  | County    | Acquired Date | Funding Source        | Appraisal Date                              | Listing Date | Price   | Comments   |
|-----------------------------|--------|-----------|---------------|-----------------------|---|--------------|---|--|
| Alligator Lake              | 43     | Columbia  | 8/10/01       | P2000                 | N/A   | N/A          | N/A   | As-Builts received. Property to be conveyed to County upon review. |
| Falmouth North (8 lots)     | 6      | Suwannee  | 04/98         | WMLTF                 | 8/27/10                                     | 11/18/10     | Fee entire tract \$34,930   | Listing agreement expired, but available for sale.                 |
| Timber River                | 1      | Madison   | 03/98         | WMLTF                 | 8/5/10; Updated 7/30/14                     | 11/18/10     | Fee entire tract \$6,950  | Listing agreement expired, but available for sale.                 |
| Turtle Spring Surplus Tract | 32     | Lafayette | 5/13/15       | Florida Forever       | 5/24/15                                     | N/A          | \$85,000 (\$67,000 for Acreage Parcel, &18,000 for Subdivision Lot) | Appraisal is complete. Available for purchase or exchange.         |
| RO Ranch West               | 570    | Lafayette | 7/27/06       | Florida Forever Bonds | To be ordered if surplus activities resume. | N/A          | To be determined by appraisal                                       | Surplus activities suspended.                                      |
| Columbia County Surplus     | 78 +/- | Columbia  | 07/15         | Enforcement Action    | ITB August 2017                             | N/A          | To be determined by appraisal                                       | Title Commitment complete.   |

/kr

MEMORANDUM

TO: Governing Board  
FROM: Hugh Thomas, Executive Director  
DATE: January 31, 2018  
RE: District's Weekly Activity Reports

Attached are the weekly District activity reports.

Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

HT/rl  
Attachments



## Weekly Activity Report to Governing Board for December 17 - 23, 2017

### Executive / Management

- Steve Minnis and Kevin Flavin attended the Nature Coast Regional Water Authority's monthly meeting in Fanning Springs.
- The District closed on the Rock Bluff Springs tract consisting of 169 +/- acres and the Hixtown Swamp Addition donation consisting of 198 +/- acres.

### Administrative and Operations

- Finance team met with Tony Thompson with AccuFund to enhance reporting, make software changes to provide efficiencies, update payroll files for new calendar year, problem solving for encumbrance reporting, and set up software test environment to test drive the Grants Management module.
- District contractors conducted prescribed fires on the Shady Grove tract.
- District contractors begin tree planting on District lands.
- District staff assisted Owen Sagul with his Eagle Scout Project at Camp Branch. The project was a group camp site on the Florida National Scenic Tract where benches were constructed around a fire ring provided by the US Forest Service and Florida Trail Association.
- Ryan Simms completed forest inventory on the Shady Grove and Mossy Hammock tracts on the Econfina River.

### Water Resources

- Marc Minno participated in Gilchrist County Science Day, giving a presentation about water to four different classes at Bell Elementary School.

### Water Supply

- Amy Brown and Kevin Flavin along with SJRWMD Water Supply Planning staff met with David Still at PCS to discuss water supply project options for 2018.
- Trey Grubbs participated in a meeting with FDEP and the other WMDs to discuss implementation of the State-Wide Model Management System (SMMS). The SMMS is a database for archiving hydrologic models in Florida, and provides a map-based interface for accessing these models over the World Wide Web.

### Resource Management

- No reporting activity.

### Agriculture and Environmental Projects

- No reporting activity.

**Communications**

- The District hosted the Suwannee River Partnership monthly breakfast at District headquarters on Thursday, December 21.

**Announcements for the week of December 31, 2017– January 6, 2018.**

- District office will be closed Monday, January 1, 2018 in observance of the New Year Holiday. Office will reopen Tuesday, January 2<sup>nd</sup> at 8:00 A.M.



## Weekly Activity Report to Governing Board for December 24-30, 2017

### **Executive / Management**

- No reporting activity.

### **Administrative and Operations**

- Land Management completed tree planting on 147 acres at Swift Creek & Mattair Springs tracts.

### **Water Resources**

- No reporting activity.

### **Water Supply**

- Eliza Breder, Robbie McKinney, and Greg Trotter located survey markers and established new temporary benchmarks at four stream habitat sites in preparation for the mandatory re-evaluation of the MFLs for the Lower Santa Fe River system specified in 62-42.300 F.A.C.

### **Resource Management**

- No reporting activity.

### **Agriculture and Environmental Projects**

- No reporting activity.

### **Communications**

- No reporting activity.

### **Announcements for the week of January 7 – 13.**

- No announcements.



## Weekly Activity Report to Governing Board for Dec. 31, 2017 – Jan. 6, 2018

### **Executive / Management**

- No reporting activity.

### **Administrative and Operations**

- Seven miles of new horse trails were marked and cleared on administrative roads at the Withlacoochee Quail Farms tract in Madison County.
- Suwannee Valley Back Country Horseman Association spent a day maintaining trails at the Mattair Springs tract in Suwannee County.
- District completed timber inventory on the Mattair Springs and Holton Creek tracts.

### **Water Resources**

- Tom participated in a conference call with FDOT and SJRWMD regarding Paynes Prairie flooding.

### **Water Supply**

- No reporting activity.

### **Resource Management**

- No reporting activity.

### **Agriculture and Environmental Projects**

- Bob Heeke and Kevin Flavin met with representatives from Dixie County to inspect the Cow Pond and Lower Suwannee projects.
- Pat Webster and Kevin Flavin conducted a pre-bid meeting on the CR 229 LAP Project.

### **Communications**

- No reporting activity.

### **Announcements for the week of January 14-20.**

- The District will be closed on Monday, January 15, 2018 in observance of Dr. Martin Luther King, Jr. Day.



## Weekly Activity Report to Governing Board for January 7 – 13, 2018

### Executive / Management

- Hugh Thomas met with Congressman Yoho regarding ongoing and potential flood protection projects in Bradford, Alachua, and Union counties and the anticipated reclaimed water project with Pilgrim's Pride.
- Hugh Thomas met with Sue Colson for an update on various projects in Cedar Key and toured the new UF/IFAS Nature Coast Biological Center, Cemetery Point Park, and the Living Shoreline project.
- Steve Minnis attended the Week 1 of the 2018 Legislative Session in Tallahassee.
- Steve Minnis and Keith Rowell participated on a conference call with representatives from Camp Blanding and Chemours regarding a potential military base buffering land acquisition project.

### Administrative and Operations

- Hugh Thomas, Bill McKinstry, and Edwin McCook met with Mandy and Frank Offerly regarding the District's Lukens Tract property.

### Water Resources

- Tom Mirti attended the Manatee Springs Advisory Group meeting in Chiefland.
- Tom Mirti met with the Emergency Management Director of Bradford County to discuss project submittals to our portal and site selection for new gauging locations.

### Water Supply

- Eliza Breder, Amy Brown, John Good met with staff from the SJRWMD to discuss progress on the Upper Suwannee River Water Resources Development Initiative.
- Louis Mantini attended the FWC Watermelon Pond Wildlife and Environmental Area Management Advisory Group meeting.

### Resource Management

- No reporting activity.

### Agriculture and Environmental Projects

- Pat Webster conducted field reviews of projects in Gilchrist and Bradford counties.
- Kevin Flavin attended the City of Fanning Springs Board Meeting.

### Communications

- District hosted Active Shooter training for staff to heighten awareness and provide response training in the event of an active shooter emergency.

### Announcements for the week of January 21 - 27.

- No announcements.



## Weekly Activity Report to Governing Board for January 14 - 20, 2018

### Executive / Management

- Steve Minnis attended the Week 2 of the 2018 Legislative Session in Tallahassee.
- Hugh Thomas and Darrell Smith met with the other 4 WMD's, FDACS Florida Forestry Service, and UF IFAS to discuss the findings related to an IFAS study investigating the water recharge potential for various planting densities and management strategies for pine plantations.

### Administrative and Operations

- Pam Shaw and Christina Green met with project managers for quarterly review of grants and other contracts.
- Pam Shaw performed quarterly Information Security Officer review with Jon Wood and Tyler Jordan.
- Edwin McCook, representing the WMDs, attended the Florida National Scenic Trails Coalition meeting in Orlando.
- Land Management completed sixty acres of roller chopping in Mallory Swamp.
- Land Management Staff completed vegetative inventory on Mayo Sprayfield, Jennings Sprayfield, Lake Butler Wellfield, Falmouth Springs, Bay Creek, Alapahoochee, 6 Bridge, Jennings Bluff and Boston Farms tracts
- Bill McKinstry and Edwin McCook participated in the Statewide Springs Campaign meeting.

### Water Resources

- No reporting activity.

### Water Supply

- Amy Brown and John Good began participated on conference call with staff from the SJRWMD to discuss joint water supply planning, modeling, and MFL topics.

### Resource Management

- Warren Zwanka and Chrissy Carr attended the Chapter 40C-21, F.A.C., rulemaking public workshop at SJRWMD.
- Justin Garland facilitated a meeting between WUP and ERP staff and Bill Bartnick of FDACS to discuss binding determinations.
- Hugh Thomas, Darrell Smith, Warren Zwanka, and Stefani Weeks met with Duke Energy to discuss a solar farm proposal.

**Agriculture and Environmental Projects**

- Bob Heeke attended the UF 4 Year Water Yield Study meeting with staff from FDACS.

**Communications**

- District continues collaboration with the other WMDs and FDEP in planning for the Statewide Springs campaign which will kick off April-May.

**Announcements for the week of January 28 – February 3.**

- No announcements.