

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
William O. Cleckley, Director, Division of Land Management and Acquisition

FROM: Carol L. Bert, Lands Administrator III

DATE: September 12, 2016

SUBJECT: Consideration of First Right of Refusal on the Jackson Conservation Easement;
Ochlockonee River

Recommendation

Staff recommends the Governing Board not exercise its First Right of Refusal on the Jackson Conservation Easement.

Background

In 2010, James and Ursula Jackson donated a Conservation Easement to the District on 109.20 acres (see attached maps) located in Leon County. Through the Conservation Easement, Mr. and Mrs. Jackson are required to give the District a First Right of Refusal on the property before offering it to a third party not a lineal descendant of Grantor.

The current owners desire to sell the property to Kamran Khosravani and Amir Kazeminia. As required by the Conservation Easement, Mr. and Mrs. Jackson, through the attached Contract for Sale, are notifying the District of such and giving the District the opportunity to exercise the First Right of Refusal on the property. The purchase price for the property is \$160,000 or \$1,465.20 per acre. Subject to the District's decision on exercising the First Right of Refusal, the current owners have scheduled the closing to occur no later than 37 days after notification is received from the District of its decline to purchase the Property.

The District has held this Conservation Easement for almost six years and during this time has found that the current owners manage the property according to the provisions in the Conservation Easement. A brief summary of the rights reserved to grantor and prohibited uses for this Conservation Easement are outlined below for your review and consideration.

Rights Reserved to Grantor:

- a. Sale or Transfer Interest - Grantor can transfer or assign rights in the property with prior written notification of Grantee. Grantee may mortgage their interest in the property and in the even the

mortgage is foreclosed, the subsequent owner shall be bound by the easement. Grantor may transfer ownership of the Property to a trust created by them with the prior written notification to the Grantee.

- b. Hunting - Grantor can observe, maintain, photograph, hunt, remove and harvest wildlife.
- c. Hunting Lease - Grantor can lease all or part of the property for hunting as long as the property is maintained in a manner consistent with the easement. Lessee must agree to be bound by the terms of the easement and reference such in the lease.
- d. Forestry Operations - Longleaf pine and wiregrass habitat restoration and operations are the only forestry and silvicultural operations on the Protected Property's uplands. Once restored, Grantor shall maintain the longleaf pine and wiregrass habitat as an uneven aged management regime and once restored, the Grantor shall have the right to practice silviculture on the longleaf pine and wiregrass habitat on the property, but at no point in time shall Grantors cut and remove more than 50 percent of the harvestable basal area of the longleaf pine timber in perpetuity.
- e. Road, Ditches, Improvements - Grantor has the right to replace, repair and/or maintain and expand roads, bridges, culverts, fences, road signs and drainage structures on the property as long as the character of the improvements is not substantially changed.
- f. Access - Grantor has right to control access including signs, fences and gates to the property. This easement does not convey any rights to the public for access to the property. Grantee will be given a key or information to gain access through locked gates. This easement does not convey any rights to the public for physical access to the property.
- g. Residential use – In addition to the 864-square foot cottage on the property, one residence, together with supporting buildings and amenities for the residence is allowed. The location of the residence is south and east of the cottage and shall be no more than 2,500 square feet. If such residence is constructed, the aforementioned cottage will be considered to be a supporting building.

Prohibited Uses:

- a. Subdivide - no subdivision of the property.
- b. Construction - construct or place buildings, roads, signs, billboards or other advertising, utilities or other structures on or under the property except as allowed in the reserved rights provision of the easement. Regulating signs that prohibit hunting or trespassing or signs identifying the use, owner or name of the property are allowed.
- c. Construction of Roads - construct new roads, improve by hard surfacing or building up, or expand the number of lanes in existing roads without written permission of Grantee. Grantors may construct temporary roads for access for permitted uses.
- d. Retention Areas - permit acts or uses detrimental to natural and manmade land or water retention areas as exist on the property.
- e. Drainage - permit activities detrimental to water or soil conservation, or activities which would be more detrimental than the U.S. Department of Agriculture Natural Resources Conservation Service would allow as permitted activities for drainage, natural water retention, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation. Grantors shall neither increase the drainage nor impede the natural movement of water across any of the property through any practices, including but not limited to, bedding, ditching or road construction.

- f. Contamination - dump or place any soil, trash, solid or liquid waste (incl. sludge), or hazardous materials, toxic waste on the property.
- g. Exotic Plants - plant or grow plants listed by the Florida Exotic Pest Plant Council as invasive species.
- h. Endangered Species - commit an intentional act which adversely impacts known endemic threatened or endangered species on a list promulgated by any Federal, Florida or local governmental agency.
- i. Archaeological Sites - intentionally destroy or damage any sites of archaeological, cultural or historical significance when such sites have been identified to Grantor by Federal or local governmental agency, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- j. Minerals Removal - explore for, or extract for commercial purposes, oil, gas or other minerals, nor shall Grantors mine, excavate, dredge or remove sand, loam, peat, gravel, rock, soil or other material except that the mining and removal of sand to maintain roads on the property shall be permitted in pine timber areas.
- k. Fish, Wildlife or Other Habitats - permit activities or use, other than legally allowable hunting or fishing, of the property which damages fish, wildlife or other habitats.
- l. Cutting Timber - cut or remove existing timber or woody biomass for commercial sale on the property's wetland areas, mixed bottomland hardwood and mesic pine/hardwood forest habitats. This prohibition applies to both the Grantors and to the Grantee except that the latter may, in the event the timber is damaged by natural disaster, fire, infestation or the like, at its sole discretion, enter up on the property to cut and remove damaged timber to protect remaining timber. In such event, Grantee will restore and reforest the area. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantee and Grantee shall be entitled to the proceeds from the sale of the timber. Grantee may enter into a contract with the Grantors to harvest said timber, with distribution of proceeds to be determined by the parties by mutual consent.
- m. Permits - No required permitted activity shall be conducted without prior consent of the Grantee and all required permits from governmental agencies as usually required. Nothing in this easement exempts the Grantor from following accepted permitting practices for environmental agencies. Grantee shall comply with all Federal, Florida and local governmental agencies, regulations, and restrictions, including but not limited to, environmental resource permits and drainage permits.


Because the District's water resource protection goals are met through the conditions of the Conservation Easement, District staff is recommending to the Governing Board that the District not exercise its First Right of Refusal on this tract.

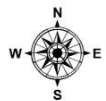
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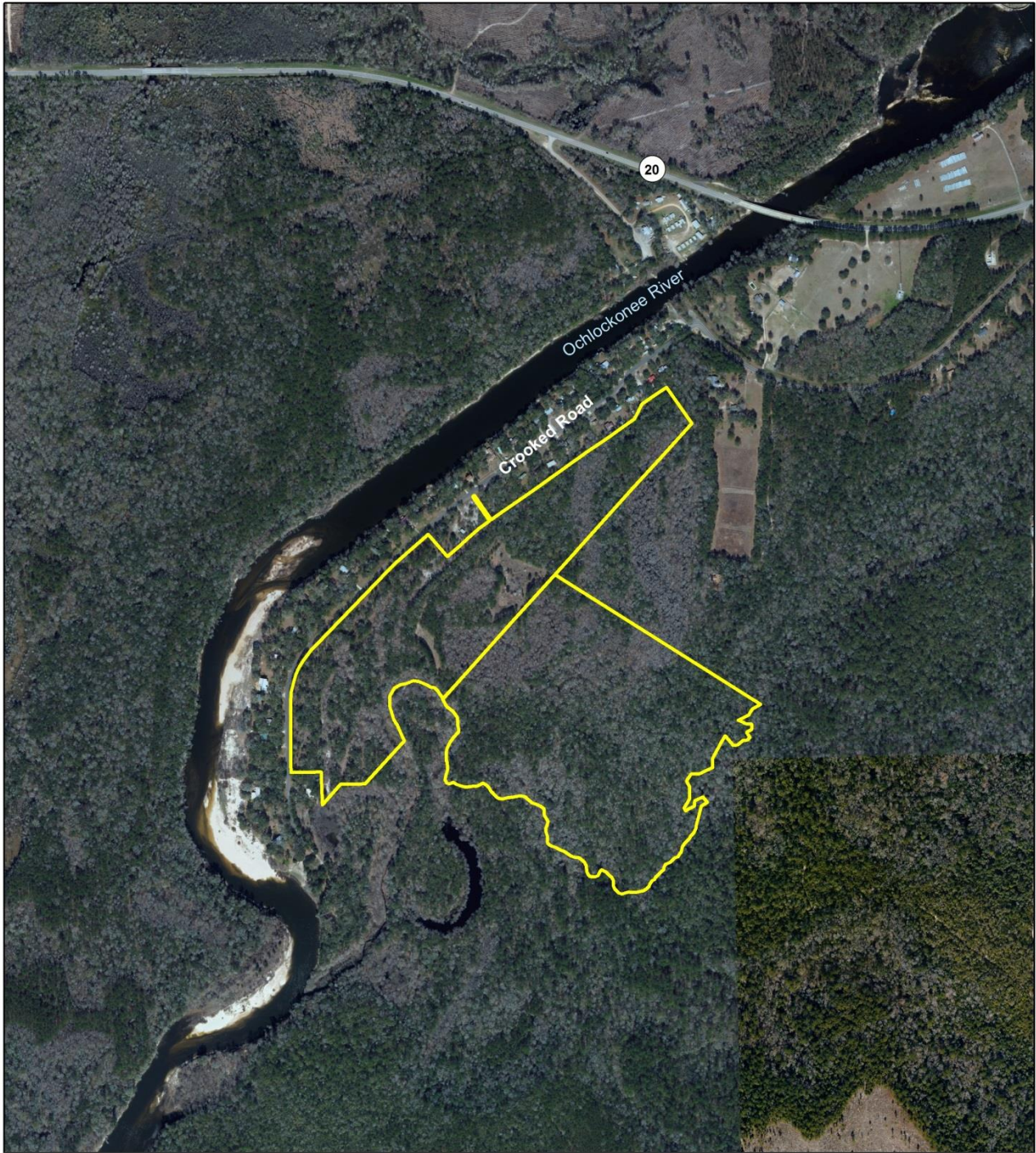
Attachment(s)




First Right of Refusal on Jackson Conservation Easement
 Sections 20 & 29, T1S, R4W, Leon Co., Florida

 Jackson Conservation Easement





First Right of Refusal on Jackson Conservation Easement
Sections 20 & 29, T1S, R4W, Leon Co., Florida

 Jackson Conservation Easement



CONTRACT FOR SALE

This Contract for Sale is made and entered into this 18th day of August, 2016, by and between JAMES F. JACKSON and URSULA B. JACKSON, his wife, whose mailing address is 4481 Miccosukee Road, Tallahassee, Florida 32308 ("Seller"); and KAMRAN KHOSRAVANI and AMIR KAZEMINIA, ^{AS tenants in common} whose address is 3 Isle of Sicily Winter Park, Fl. 32789 ("Buyer"); and the parties hereby agree as follows:

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JJ/US

1. PROPERTY: Seller agrees to sell and Buyer agrees to buy that certain real property located in Leon County, Florida, containing approximately 111 acres (inclusive of all timber, houses, buildings and improvements located thereon), known as Hubbard Creek, as depicted by the cross hatched area of the map attached hereto as Exhibit "A", the legal description of which is identified by Parcel Identification Numbers 4420150000540; 4420150000550; 4420150000560; 4420200090000; 4420206250000; 5529200010000, the metes and bounds legal of which will be furnished upon sufficient title examination and or survey (the "Property"). No personal property is included in this sale.

UNLESS IT IS ATTACHED OR SECURED TO THE HOUSE, BUILDING AND PROPERTY.

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JJ/US

2. PURCHASE PRICE: Buyer shall pay Seller the sum of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) as the purchase price (the "Purchase Price") for the Property. 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 111 acres (excluding public roads, railroad rights of way and cemeteries, if any), then the Purchase Price shall be adjusted (increased if more than 111 acres and decreased if less than 111 acres) by the amount of acres that are more or less than 111, multiplied by One Thousand Two Hundred Twenty Five and no/100 Dollars

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(\$1,225.00) per acre. The Purchase Price, adjusted for prorations, shall be paid by Buyer in the form of cash at closing.

3. EFFECTIVE DATE: This Contract shall become effective upon the date of execution by the last of Seller or Buyer (the "Effective Date"), and if not fully executed by August 18, 2016, shall be null and void.

4. BINDER: Within three (3) business days after the Effective Date of this Contract, Buyer shall pay a binder (the "Binder") in the amount of Five Thousand and No/100 Dollars (\$5,000.00), which shall be paid to and held by Davis, Schnitker, Reeves & Browning, P.A., 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. CLOSING DATE: The closing of this transaction shall take place no later than thirty seven (37) days after notification is received from the Northwest Florida Water Management District of its decline to purchase the Property pursuant to its right of first refusal as contained in the Conservation Easement described herein (the "Decline Notice"), but no later than December 30, 2016 ("closing" or the "Closing Date"). Seller shall deliver exclusive possession of the Property to Buyer at closing. Davis, Schnitker, Reeves & Browning, P.A. shall act as closing agent (the "Closing Agent").

6. EXPENSES: Seller shall pay for documentary stamps on the deed of conveyance, for an owners title insurance commitment and policy, for all corrective title work required by the title insurance commitment, for one half of the Closing Agent fees, and for any and all ad valorem taxes, sales taxes, personal property taxes, HOA dues, and assessments associated with the

Property, which are due and payable. Buyer shall pay to record the deed of conveyance, for one half of the Closing Agent fees, for an environmental audit of the Real Property if an environmental audit is desired by Buyer, for a survey of the Real Property if a survey is desired by Buyer, for all costs of investigation of the Property, and for all costs associated with any third party financing obtained by Buyer. Ad valorem taxes, personal property taxes and all assessments on the Property for the year of closing shall be prorated as of the Closing Date.

7. DUE DILIGENCE: Buyer shall have a period of fourteen^{21 KK/AK}~~(14)~~ days after the date of the Decline Notice (the "Due Diligence Period") within which to conduct all due diligence investigations Buyer may deem appropriate to determine if the Property is suitable for Buyer's purposes. Buyer, and Buyer's agent's, shall have the right to enter the Property after the date of the Decline Notice 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 termination of this Contract. However, the Seller must be present at the Property to open the gate and the allow access to the house for ingress of Buyer and/or Buyer's agents. The Buyer and/or Buyer's agents during this inspection shall be free to move unaccompanied throughout the Property, but shall do so on foot. The Buyer shall not bring any motorized vehicle onto the Property during any inspection. If Buyer determines the Property is not suitable for Buyer's purposes, in Buyer's sole discretion, Buyer may terminate this Contract by written notification from Buyer to Seller prior to the end of the Due Diligence Period, in which case the Binder shall be refunded to Buyer and thereupon Buyer and Seller shall be released from all further obligations under this Contract.

8. CONVEYANCE: Seller shall convey to Buyer at closing by general warranty deed, title to the Property, free and clear of all liens and encumbrances other than ad valorem taxes for the current year not yet due and payable, the existing Conservation Easement as referenced herein, and those matters shown as Schedule B-II exceptions on the title insurance commitment (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. Seller and Buyer shall also furnish all other documents necessary to complete this transaction reasonably requested by the title insurance company or Closing Agent.

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9. TITLE EVIDENCE: No later than thirty ~~(30)~~ days after the date of the Decline Notice, Seller shall provide to Buyer a title insurance commitment for the Property. If this title insurance commitment reflects: (a) someone other than Seller has an ownership interest in the Property, (b) any defects in title to the Property, (c) that any portion of the Property has no legal access, and/or (d) any title exceptions that are unacceptable to Buyer, other than ad valorem taxes for the current year not yet due and payable and those matters which shall be discharged by Seller at or before closing (collectively the "Title Defects"); and Buyer notifies Seller in writing of the Title Defects which are unacceptable to Buyer no later than thirty five (35) days after the date of the Decline Notice, then Seller shall have sixty (60) days after the date of Buyer's written notice to correct or remove the Title Defects, and closing shall be extended for sixty (60) days (the

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"Extended Closing Date"). If Seller is unable or unwilling to correct or remove the Title Defects before the end of the Extended Closing Date, Buyer may either: (a) accept the Title 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 relieved of all further obligations under this Contract. Any Title Defects to which Buyer fails to object as set forth herein shall become Permitted Exceptions. The Closing Agent shall issue the title insurance commitment and title insurance policy.

10. SURVEY: No later than thirty (30) days after the date of the Decline Notice, Buyer may, at Buyer's option and expense, have the Property surveyed by a Florida licensed surveyor. If this survey reflects any encroachments or other defects that would adversely affect marketability of the Property (the "Survey Defects"), and Buyer objects to the Survey Defects by written notice to Seller no later than thirty five (35) days after the date of the Decline Notice, then Seller shall have sixty (60) days after the date of Buyer's written notice to correct or remove the Survey Defects, and closing shall be extended for sixty (60) days (the "Extended Closing Date"). If Seller is unable or unwilling to correct or remove the Survey Defects before the end of the Extended Closing Date, Buyer may either: (a) accept the Survey 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 relieved of all further obligations under this Contract. Such survey shall contain the number of acres comprising the Property (excluding

public roads, railroad rights of way and cemeteries, if any). Any Survey Defects to which Buyer fails to object as set forth herein shall become Permitted Exceptions.

11. ENVIRONMENTAL MATTERS:

A. Seller warrants and represents to Buyer that: (i) other than in compliance with all applicable environmental laws, rules and regulations, Seller has 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 date of the Decline Notice, Buyer may, at Buyer's option and expense, have an environmental audit performed on the Property. If the results of such environmental audit or the Environmental Reports furnished to Buyer from Seller 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 (the "Environmental Defects"), and Buyer objects to the Environmental Defects by written notice to Seller no later than thirty five (35) days after the date of the Decline Notice, then Seller shall have sixty (60) days after the date of Buyer's written notice to correct or remove the Environmental Defects, and closing shall be extended for sixty (60) days (the "Extended Closing Date"). If Seller is unable or unwilling to correct or remove the Environmental Defects before the end of the Extended Closing Date, Buyer 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 relieved of 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 all correspondence relating to environmental matters on and for the Property (the "Environmental Reports") received by Seller or in Seller's possession.

12. TERMITES: No later than thirty (30) days after the date of the Decline Notice, Buyer may, at Buyer's option and expense, have the houses and other buildings located on the Property inspected by a certified pest control operator to determine if there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If either or both are found, Buyer shall, no later than thirty five (35) days after the date of the Decline Notice, have all damage from termites, whether visible or not, inspected and repairs thereof estimated by a licensed builder or general contractor, and obtain and provide to Seller a

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written report of the same. Seller shall pay the costs of termite treatment and/or repair costs caused by termites, up to One Thousand and No/100 Dollars (\$1,000.00). Should such costs exceed that amount and Seller not be willing to pay such increased cost, then Buyer may either: (a) terminate this Contract, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller shall be released from all further obligations under this Contract, or (b) proceed to closing with a reduction in the Purchase Price of One Thousand and No/100 Dollars (\$1,000.00). "Termites" shall be deemed to include all wood destroying organisms to be reported under the Florida Pest Control Act. The provisions described above apply only to the house and not to any other improvements located on the Property.

13. 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, or Environmental Defects), or (b) terminate this Contract by 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 from any further obligations to the other under this Contract, or (c) pursue an action for damages but only if Seller conveys or encumbers the Property to a third party such that specific performance is not an available remedy. 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 terminated and Buyer and Seller shall be released from any further obligations to the other under this Contract. These are the only remedies available to the parties in the event of default prior to closing.

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14. COMMISSIONS: The only broker involved in this transaction is Jon Kohler & Associates, LLC ("Kohler"). In the event this transaction closes, Seller shall pay a commission at closing in an amount equal to seven percent (7%) of the Purchase Price. Buyer agrees to hold harmless and indemnify Seller for any commission owed to any realtor or broker contacted Buyer claiming a commission on this transaction (other than Kohler), and (b) Seller agrees to hold harmless and indemnify Buyer for any commission owed to any realtor or broker contacted by Seller claiming a commission on this transaction.

15. NO ALTERATIONS PRIOR TO CLOSING: After the date Seller executes this Contract, Seller will not, without Buyer's prior written consent: (a) cut any timber from the Real Property or otherwise alter the Property, or (b) execute or enter into any contracts, deeds, easements, mortgages, leases or other agreements relative to the Property, or (c) sell convey or dispose of any of the Property other than pursuant to the terms of this Contract. Provided however, Seller will maintain the Property in the normal course of business until closing.

16. CASUALTY LOSS: In the event any portion of the timber or improvements located on the Property is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Five Thousand and No/100 Dollars (\$5,000.00) in value, then Buyer may either: (a) terminate this Contract, in which case the Binder will be refunded to Buyer and thereupon Buyer and Seller shall be relieved of all further obligations under this Contract, or (b) proceed to closing without a reduction in the Purchase Price. Provided, however, if Buyer proceeds to closing, Seller shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such

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damage.

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 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 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 Seller and Seller's agents. The Seller has no obligation to repair, replace, nor clean any of the improvements on the Property, nor items associated with the functioning of any of the improvements, except for Casualty Loss as may be covered by insurance. The Seller shall have no obligation to remove any dead standing trees.

18. EXISTING CONSERVATION EASEMENT: All or a portion of the Property is encumbered by a Conservation Easement (the "Conservation Easement") in favor of Northwest Florida Water Management District., a copy of which is attached hereto as Exhibit "D". Before the end of the Due Diligence Period Buyer will examine the Conservation Easement and determine if the same is acceptable to Buyer. If the Conservation Easement is not acceptable to Buyer, then Buyer may terminate the Contract by written notice to Seller as set forth in paragraph 7 above, in which event the Binder shall be refunded to Buyer, and thereupon Buyer and Seller

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shall be relieved of all further obligations to the other under this Contract except matters expressly surviving.

19. ESCROW: 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 that Escrow receives a written claim of default by either Buyer or Seller against the other or fails to receive written consent from both Buyer and Seller regarding disposition of the Binder, Escrow Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder, and the party not entitled to the Binder, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by Escrow Agent shall be deducted from the Binder. 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 Escrow Agent harmless and indemnify Escrow Agent for all actions taken as escrow agent other than gross negligence and intentional misuse of funds.

20. ASSIGNABILITY: Buyer may assign this Contract in whole but not in part without Seller's consent provided the Binder is not released.

21. 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

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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.

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

23. REQUIRED RADON DISCLOSURE AND AGREEMENT: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. REQUIRED LEAD BASED PAINT HAZARD DISCLOSURE: Every purchaser of any interest in real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

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The seller of any interest in residential real property is required to provide the purchaser with information on lead based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase. Buyer acknowledges that all required disclosures concerning lead base paints have been provided, and to the extent not provided, Buyer waives the same.

25. LEGAL REPRESENTATION: The law firm of Davis, Schnitker, Reeves & Browning, P.A. ("DSRB") represents only Seller in this transaction, and not Buyer. Each party has had equal opportunity, with legal representation, in drafting this Contract, and this Contract shall not be construed against either party.

26. 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 (i.e., Federal Express or UPS), 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:

To Seller: JAMES F. JACKSON
URSULA B. JACKSON
4481 Miccosukee Road
Tallahassee, Florida 32308
Fax Number: _____
Email address: Jackson-Jim@comcast.net

or to
Seller's attorney: DAVIS, SCHNITKER, REEVES & BROWNING, P.A.
c/o CLAY A. SCHNITKER

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P.O. Drawer 652
Madison, Florida 32341
Fax Number: 850-973-8564
Email address: clay@dsrblaw.com

To Buyer:

KAMRAN KHOSRAVANI
AMIR KAZEMINIA
3 Isle of Sicily
Winter Park, FL 32789
Fax Number:
Email address: Kam.shoot@gmail.com

Written notices may be given to or by the attorneys for Seller and/or Buyer, and such shall be effective for notices to Seller and/or Buyer as required under this Contract.

27. 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. This Contract shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be. Venue and jurisdiction for all matters involving this Contract shall be exclusively in state

LAW OFFICES OF

Davis, Schnitter, Reeves
& Browning P.A.
P. O. Drawer 652
Madison, Florida

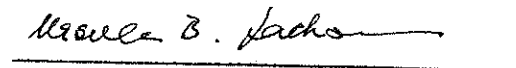
court in Leon County, Florida. The terms of this Contract shall survive the closing.

Signatures on following page.

EXECUTED this 18th day of August, 2016 by Seller, JAMES F. JACKSON and
URSULA B. JACKSON.



JAMES F. JACKSON



URSULA B. JACKSON

EXECUTED this 17th day of August, 2016 by Buyer, KAMRAN KHOSRAVANI
and AMIR KAZEMINIA.

LAW OFFICES OF
Davis, Schnitler, Reeves
& Browning P.A.
P. O. Drawer 652
Madison, Florida


KAMRAN KHOSRAVANI


AMIR KAZEMNIA

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director, Division of Land Management and Acquisition

DATE: September 28, 2016

SUBJECT: Consideration of Invitation to Bid 17B-002; 2017 Upland Wiregrass Seed Collection

On September 15, 2016, the District issued Invitation to Bid No. 17B-002 for 2017 Upland Wiregrass Seed Collection. At 1:00 p.m. CT on September 26th, a mandatory pre-bid site tour of seed collection areas was conducted. Also, in an effort to maximize revenue generation and offset administrative costs, staff established a sealed minimum bulk pound price for seed collected.

Bids will be opened at the 2:30 p.m. ET on October 6, 2016, and will be presented for consideration by the Board in the form of a supplement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director, Division of Land Management and Acquisition

DATE: September 27, 2016

SUBJECT: Consideration of Cooperative Wiregrass Donor Site Management and Seed Collection Agreement; Quail Run Plantation

Recommendation

Staff recommends approval of the Cooperative Wiregrass Donor Site Management and Seed Collection Agreement for Quail Run Plantation.

Background

In 2011, the District entered a five-year cooperative agreement with Misters Urquhart and Perry to conduct growing season (summer) prescribed burns on their Quail Run Plantation property for donor site management for wiregrass seed collection purposes. Misters Urquhart and Perry are both recently deceased and staff desires to enter into a similar agreement with the new owners, William Lark and Stephen Sims.

Notes on Proposed Agreement

The cooperative agreement would allow the District to collect wiregrass seed for its own use on District lands, especially for growing groundcover habitat restoration activities on mitigation tracts. In addition, the agreement also allows a private contractor to harvest seed and pay the District per bulk pound of seed collected for revenue generation. Under private contractor harvesting, the District would bid out the seed collection and sale (see Invitation to Bid No. 17B-002; 2017 Upland Wiregrass Seed Collection) and supervise all harvesting activities.

Further:

- The number one limiting factor in conducting large-scale groundcover restoration activities is the availability of large quantities of groundcover species seed, especially wiregrass.
- In any given year, the number of donor site acres available on District lands varies considerably from only 50 acres to a little more than 100 acres, producing 50 percent or less of the District's annual needs.
- The number of acres of District donor sites is steadily being reduced as the sites naturally restore, becoming fully stocked with longleaf pine seedlings, saplings, and trees. For example, seed collection on the 41-acre Hobbs Pasture donor site has been reduced by 50 percent or more due to longleaf regeneration.
- The agreement will double or triple the District's current donor site acreage during any given year.
- The annual prescribe burning of about one-third of the partner donor property for seed collection will benefit adjacent District lands by reducing hazardous fuel loads (wildfires), enhance sandhill habitat values, and benefit wildlife. Of note, the District's prescribed burn experience on the property since 2011 has resulted in a relatively low burn cost ranging from approximately \$15 to \$20 per acre. This cost would be partially or completely offset by the District not having to purchase expensive seed from private vendors to grow plugs and generate revenue from bulk seed collection and sales.
- The District would utilize the partner sites for bulk seed collection and sale offsetting prescribed burning costs, as well as provide the private sector with the ability to collect large quantities of bulk seed for growing plugs, developing seed mixes and direct seeding activities. This may eventually lead to higher demand and increased markets for bulk seed collection and sale on private and public lands i.e. provide a revenue-generating ecosystem service.

Note: Due to the length of this agreement, a copy has not been placed in the Governing Board folder. Should you desire a copy, please notify staff, and it will be forwarded immediately. Copies will also be available at the Governing Board meeting on October 13, 2016.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Lands Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: William O. Cleckley, Director
Division of Land Management and Acquisition

DATE: September 21, 2016

SUBJECT: Discussion of Future Projected Timber Revenue Generation

In July F4 Tech was tasked with providing the Governing Board information on future projected pine timber revenue generation utilizing *Remsoft Spatial Planning System* to conduct strategic forest planning services for the District.

F4 Tech, at the October meeting, will present two strategic forest planning models for discussion. Both models will use the District's Phase I and II pine forest inventory data collected since 2013. The first model or baseline condition model incorporates the District's current pine timber management program and estimated gross timber harvest revenues derived from this management regime. Whereas, three alternate models increase timber yield and estimated gross timber harvest revenue through a series of specific actions. For example:

- Model 1 - Converts low productive slash and loblolly stands based on soil and harvests and replants stagnant stands;
- Model 2 - Identifies all low productive pine stands and converts to the correct forest type based on soil and harvests and replants stagnant stands. It also intensively manages slash and loblolly pine stands with a thinning harvest between ages 13 to 18 years and a clearcut harvest between ages 30 to 35 years.
- Model 3 - Converts to the correct forest type based on soil and harvests and replants stagnant stands;

Prior to the Committee meeting, members will be provided an information packet from F4 Tech that will provide an overview of the models and identify points of consideration for future decision making.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING MINUTES**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
September 8, 2016**

Governing Board Members Present

George Roberts, Chairman*
Gus Andrews
Jon Costello
Marc Dunbar*
Ted Everett
Bo Spring*

Governing Board Members Absent

Jerry Pate, Vice Chairman
John W. Alter, Secretary-Treasurer
Nick Patronis

*via Telephone

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 4:01 p.m. ET.
Brett Cyphers called the roll and a quorum was declared present.
Chairman George Roberts apologized for not being able to attend the meeting in person and requested Gus Andrews to serve as acting Chair for the remainder of the meeting.

2. Additions, Deletions or Changes to the Agenda

Lands Committee Meeting- Cancelled
Lands Committee Agenda Item 1- Moved to Governing Board Agenda Item 5. A.
Lands Committee Agenda Item 2- Moved to Governing Board Agenda Item 5. B.
Lands Committee Agenda Item 3- Withdrawn
Governing Board Agenda Item 9- Withdrawn

3. Approval of the Minutes for August 11, 2016

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR AUGUST 11, 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of July 2016

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF JULY 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. A. Consideration of Contract with Washington County Sheriff's Office for Law Enforcement and Security Services; Choctawhatchee River and Holmes Creek and Econfina Creek WMAs

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE RENEWAL OF THE AGREEMENT WITH THE WASHINGTON COUNTY

SHERIFF'S OFFICE IN THE AMOUNT OF \$146,086.80 TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR DISTRICT LANDS LOCATED IN BAY AND WASHINGTON COUNTIES, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE NEW AGREEMENT, SUBJECT TO APPROVAL OF THE FISCAL YEAR 2016 - 2017 BUDGET. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. B. Consideration of Agreement with Florida Department of Agriculture and Consumer Services for Prescribed Fire Enhancement Funding

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO RECEIVE FUNDING FOR PRESCRIBED FIRE ENHANCEMENT, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2016-2017 BUDGET AND ADMINISTRATIVE AND LEGAL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Resolution No. 815 Committing Fiscal Year 2015-2016 Fund Balances as Required by GASB Statement No. 54

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 815 TO COMMIT FUND BALANCES FOR FISCAL YEAR 2015-2016 AS FOLLOWS:

- COMMIT \$8,951,127 OF THE GENERAL FUND BALANCE AND \$1,034,056 OF THE LANDS MANAGEMENT FUND FOR WATER SUPPLY DEVELOPMENT ASSISTANCE GRANTS;
- COMMIT THE AMOUNT OF THE GENERAL FUND BALANCE FOR AN ECONOMIC STABILIZATION FUND PURSUANT TO DISTRICT POLICY;
- COMMIT THE REMAINING ENDING FUND BALANCE IN THE LANDS MANAGEMENT FUND FOR LAND MANAGEMENT OF DISTRICT-OWNED LANDS; AND
- COMMIT THE REMAINING ENDING FUND BALANCE IN THE CAPITAL IMPROVEMENT & LAND ACQUISITION FUND FOR LAND ACQUISITION AND CAPITAL CONSTRUCTION AND IMPROVEMENT ON DISTRICT-OWNED LANDS.

NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Fiscal Year 2016-2017 Purchases to Support Information Technology Operations

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE INFORMATION TECHNOLOGY BUREAU TO PROCURE THE FOLLOWING FOR FISCAL YEAR 2016-2017, CONTINGENT UPON APPROVAL OF THE DISTRICT'S FISCAL YEAR 2016-2017 BUDGET.

- DEPARTMENT OF MANAGEMENT SERVICES (DMS) COMPETITIVELY PROCURED PURCHASE OF INTERNET ACCESS, TELEPHONY CIRCUITS, AND SECURITY SERVICES FOR DISTRICT HEADQUARTERS, FIELD OFFICES, AND CONNECTIONS TO

PARTNER WATER MANAGEMENT DISTRICTS FOR DMS IN THE AMOUNT NOT TO EXCEED \$80,000.

- SOLE SOURCE PURCHASE OF ANNUAL SUPPORT AND LICENSING FOR TYLER TECHNOLOGIES MUNIS SUPPORT IN AN AMOUNT NOT TO EXCEED \$85,000.
- SOLE SOURCE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) ARC GIS AND ARC ONLINE LICENSING, TRAINING, SUPPORT, AND CONSULTING FOR ESRI IN AN AMOUNT NOT TO EXCEED \$113,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF MICROSOFT LICENSING FOR MICROSOFT SERVER AND WORKSTATION OPERATING SYSTEMS AND SOFTWARE, SQL DATABASE SERVER, SHAREPOINT SERVER, OFFICE 365 TO SHI INTERNATIONAL GROUP IN AN AMOUNT NOT TO EXCEED \$125,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF WORKSTATIONS, LAPTOPS, SERVERS, SWITCHES, ROUTERS, DATA CENTER EQUIPMENT, ENTERPRISE SOFTWARE LICENSING, DESKTOP SOFTWARE LICENSING, TELEPHONY PRODUCTS AND OTHER MISCELLANEOUS COMPUTER EQUIPMENT TO CDW IN AN AMOUNT NOT TO EXCEED \$325,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF CONSULTING SERVICES FOR IT INFRASTRUCTURE SYSTEM ASSESSMENT AND REMEDIATION, AND CONSULTING SERVICES FOR PROJECTS APPROVED BY THE IT STEERING COMMITTEE FROM RANDSTAD, INC., IN AN AMOUNT NOT TO EXCEED \$80,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF CAMPSITE RESERVATION SYSTEM HOSTING, SUPPORT, AND MAINTENANCE FROM CONTEXTUAL CODE, INC./THINKCREATIVE, IN AN AMOUNT NOT TO EXCEED \$20,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF DISTRICT WEBSITE SYSTEM HOSTING, SUPPORT, AND MAINTENANCE FROM CONTEXTUAL CODE, INC. /THINKCREATIVE, IN AN AMOUNT NOT TO EXCEED \$42,000.

NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Revision to Moore Creek Mount Carmel 2015-2016 Water Supply Development Grant Project

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE A REVISION TO THE MOORE CREEK MOUNT CARMEL 2015-2016 SCOPE OF WORK AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE APPLICANT TO PROVIDE FUNDING NOT TO EXCEED THE PREVIOUS AWARD AMOUNT, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Contract to Continue Support for Leon County and the City of Tallahassee Stormwater Monitoring

Withdrawn.

10. Consideration of Joint Funding Agreement with the U.S. Geological Survey for Surface Water Monitoring

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE FISCAL YEAR 2016-2017 JOINT FUNDING AGREEMENT FOR \$197,976 WITH THE U.S. GEOLOGICAL SURVEY FOR CONTINUATION OF STAGE AND DISCHARGE MONITORING. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Consideration of Amendment to Extend Surface Water Quality Monitoring Agreement G0373

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT AMENDMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DISTRICT'S CONTINUED PARTICIPATION IN THE FISCAL YEAR 2016-2017 WATER QUALITY SAMPLING PROGRAM FOR THE SURFACE WATER TEMPORAL VARIABILITY NETWORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

12. Consideration of Fiscal Year 2016-2017 Contractual Services to Support Minimum Flows and Levels

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO SPEND UP TO \$1,566,380 FOR CONTRACTUAL SERVICES FOR DATA COLLECTION, MODELING, ANALYSIS, AND OTHER ACTIVITIES TO SUPPORT THE DEVELOPMENT OF MINIMUM FLOWS AND LEVELS IN FISCAL YEAR 2016-2017. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Annual Regulatory Plan

Informational purposes only.

14. Public Hearing on Consideration of Regulatory Matters

Acting Chairman Gus Andrews called the meeting to order at 4:30 p.m. ET.

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE CONSENT AGENDA PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

15. Public Hearing on Consideration of Amendment No. 1 to Lark and Sims Conservation Easement; Econfina Creek WMA

Acting Chairman Gus Andrews called the meeting to order at 4:32 p.m. ET.

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 1 TO THE LARK AND SIMS CONSERVATION EASEMENT IN WASHINGTON COUNTY, SUBJECT TO LEGAL COUNSEL REVIEW AND APPROVAL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

16. Legal Counsel Report

Mr. Breck Brannen gave a detailed overview of the case referenced below. A copy of the report can be found on page 78 of the September 8, 2016, board folder.

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

17. Public Hearing on Consideration of Fiscal Year 2016-2017 Tentative Budget

Governing Board Members Present

John W. Alter, Secretary-Treasurer*
Gus Andrews
Jon Costello
Marc Dunbar*
Ted Everett
Bo Spring*

Governing Board Members Absent

George Roberts, Chairman
Jerry Pate, Vice Chairman
Nick Patronis

*via Telephone

Acting Chairman Gus Andrews called the meeting to order at 5:05 p.m. ET.
Brett Cyphers called the roll and a quorum was declared present.

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD ADOPT THE PROPOSED MILLAGE RATE OF .0366 OF A MILL FOR FISCAL YEAR 2016-2017 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 22, 2016, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY JON COSTELLO, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD ADOPT THE DISTRICT'S TENTATIVE BUDGET FOR FISCAL YEAR 2016-2017 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 22, 2016, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:11 p.m. ET.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FINAL PUBLIC HEARING ON FISCAL YEAR 2016-2017 BUDGET
MEETING MINUTES**

**Gulf Coast State College
5230 West Highway 98
Panama City, FL 32401**

**Thursday
September 22, 2016**

Governing Board Members Present

George Roberts, Chairman
John W. Alter, Secretary-Treasurer*
Gus Andrews
Marc Dunbar*
Ted Everett*
Nick Patronis

Governing Board Members Absent

Jerry Pate, Vice Chairman
Jon Costello
Bo Spring

*via Telephone

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 5:05 p.m. CT.
Brett Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

There were no additions, deletions or changes to the agenda.

3. Consideration of Adoption of the Millage Rate for Fiscal Year 2016-2017

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE AD VALOREM TAX MILLAGE RATE OF .0366 OF A MILL FOR FISCAL YEAR 2016-2017 BY ADOPTION OF RESOLUTION NO. 816. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Consideration of Adoption of the Budget for Fiscal Year 2016-2017

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 817 ADOPTING THE FISCAL YEAR 2016-2017 BUDGET AS PRESENTED HEREIN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:09 p.m. CT.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2016

Balance Forward - Operating Funds	\$47,790,117.60	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$73,353.21	
Contracts Receivable	499,311.32	
Other Deposits/Refunds/Adjustments	215,176.25	
Transfers from Lands Accounts	0.00	
Total Deposits during month	787,840.78	
Total Deposits and Balance Forward		\$ 48,577,958.38
Disbursements:		
Employee Salaries	412,969.62	
Employee Benefits	188,181.05	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	485,408.79	
Operating Expenses - Services	72,019.53	
Operating Expenses - Commodities	26,139.85	
Operating Capital Outlay	13,653.21	
Grants and Aids	396,300.61	
Total Operating Expenses during month	1,594,672.66	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	12,806.65	
Total Funds Disbursed by check during month	1,607,479.31	
Bank Debits (Fees, Deposit Slips, etc.)	75.65	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,607,554.96
Cash Balance Operating Funds at month end		\$ 46,970,403.42
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking	665,999.17	
Payroll Account	6,092.97	
Pensacola Account	0.00	
Investment Accounts @ 0.72%		
General Fund	23,572,964.18	
Lands Fee Fund	5,821,726.17	
SWIM Fund	646,072.71	
Springs Protection	54.41	
Mitigation Fund	16,257,243.56	
Total Operating Depositories at month end	\$ 46,970,403.42	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2016

Land Acquisition Fund @ 0.72%	\$ 484,667.84	
Total Land Acquisition Funds		484,667.84
Restricted Management Funds:		
Phipps Land Mgmt @ 0.72%	152,539.74	
Total Land Acquisition Funds		152,539.74
Total Land Acquisition, and Restricted Management Funds		<u>637,207.58</u>
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		 <u><u>\$ 47,607,611.00</u></u>

Approved: _____
Chairman or Executive Director

Date: October 13, 2016

**Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending August 31, 2016
(Unaudited)**

	Current Budget	Actuals Through 8/31/2016	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,433,785	\$ 3,278,536	\$ (155,249)	95%
Intergovernmental Revenues	34,223,765	11,385,768	(22,837,997)	33%
Interest on Invested Funds	42,650	213,241	170,591	500%
License and Permit Fees	332,500	391,260	58,760	118%
Other	2,176,057	670,383	(1,505,674)	31%
Fund Balance	34,344,035		(34,344,035)	0%
Total Sources	\$ 74,552,792	\$ 15,939,189	\$ (58,613,603)	21%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 7,107,579	\$ 3,237,790	\$ 216,277	\$ 3,653,513	46%	49%
Acquisition, Restoration and Public Works	38,685,228	7,981,914	103,613	30,599,701	21%	21%
Operation and Maintenance of Lands and Works	3,873,981	2,615,922	296,014	962,045	68%	75%
Regulation	3,882,130	2,909,596	59,523	913,011	75%	76%
Outreach	180,324	144,147	-	36,177	80%	80%
Management and Administration	2,045,882	1,677,029	25,509	343,344	82%	83%
Total Uses	\$ 55,775,124	\$ 18,566,398	\$ 700,936	\$ 36,507,790	33%	35%
Reserves	18,777,668			18,777,668	0%	0%
Total Uses and Reserves	\$ 74,552,792	\$ 18,566,398	\$ 700,936	\$ 55,285,458	25%	26%

¹ Encumbrances represent unexpended balances of open purchase orders.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of August 31, 2016, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

AUGUST 2016

CHECKS	8/4/2016	\$	95,484.56
AP EFT CHECKS	8/5/2016		2,826.72
CHECKS	8/11/2016		360,699.74
AP EFT CHECKS	8/12/2016		14,792.52
CHECKS	8/18/2016		152,928.76
AP EFT CHECKS	8/19/2016		7,440.28
CHECKS	8/25/2016		486,951.08
AP EFT CHECKS	8/26/2016		126.00
RETIREMENT EFT			52,013.75
			<hr/>
		\$	<u><u>1,173,263.41</u></u>

Chairman or Executive Director

October 13, 2016

Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	08/04/2016	140.00	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	08/04/2016	140.00	PORTABLE TOILETS
4309	CHAVERS MACHINE SHOP, INC	08/04/2016	1,500.00	REPAIR TO HYDRAULIC GRAPPLE
4686	MCCASKILL - QUIGLEY FORD, INC	08/04/2016	385.89	WMD 0932 REPAIRS
45	DMS	08/04/2016	10.11	AIRCARDS/HOTSPOTS
45	DMS	08/04/2016	1.76	AUDIO/CONFERENCE CALLS
5390	E-INNOVATIVE SERVICES GROUP, LLC	08/04/2016	6,300.00	FIXED ASSET SOFTWARE
422	ESCAMBIA CO. TAX COLLECTOR	08/04/2016	175.00	POSTAGE DUE
5030	F.I. MOTORS LLC	08/04/2016	37.75	OPEN PURCHASE ORDER FOR REG-EF
5348	FLORIDA COAST EQUIPMENT INC.	08/04/2016	12,660.65	KUBOTA RTV-X1140W-A UTILITY VE
2701	FLORIDA MUNICIPAL INSURANCE TRUST	08/04/2016	267.00	WC DEDUCTIBLE
3337	FORESTECH CONSULTING	08/04/2016	18,397.60	FOREST INFORMATION DASHBOARD 2
5172	FREDDIE WILBON	08/04/2016	750.00	JANITORIAL SERVICE FOR CRESTVI
65	GADSDEN COUNTY TIMES	08/04/2016	41.12	LEGAL ADS
35	GOODYEAR TIRE AND RUBBER COMPANY	08/04/2016	447.94	TIRES FOR WMD0068 AT EFO
35	GOODYEAR TIRE AND RUBBER COMPANY	08/04/2016	398.96	TIRES AND ALIGNMENT FOR WMD001
3266	LOWE'S COMPANIES INC.	08/04/2016	569.36	CONCRETE AND T-POSTS
5227	MAC'S AUTO SERVICE	08/04/2016	45.69	OPEN PURCHASE ORDER FOR REG-MF
4600	MYTHICS, INC.	08/04/2016	2,467.24	ORACLE SUPPORT
1205	OFFICE DEPOT, INC.	08/04/2016	156.10	OFFICE SUPPLIES
5017	AGFA CORPORATION	08/04/2016	225.10	ADHESIVE PAPER FOR PLOTTER
5017	AGFA CORPORATION	08/04/2016	264.52	ADHESIVE PAPER FOR PLOTTER
5251	RANDSTAD NORTH AMERICA, INC.	08/04/2016	1,793.44	STAFF AUG SERVICES
5251	RANDSTAD NORTH AMERICA, INC.	08/04/2016	1,600.00	STAFF AUGMENTATION
5251	RANDSTAD NORTH AMERICA, INC.	08/04/2016	480.00	STAFF AUGMENTATION
5251	RANDSTAD NORTH AMERICA, INC.	08/04/2016	4,160.00	STAFF AUGMENTATION
3104	SOUTHERN WATER SERVICES	08/04/2016	250.00	QUARTERLY WATER SAMPLING AT EC
4720	SOUTHWOOD SHARED RESOURCE CENTER	08/04/2016	1,276.58	OFFSITE DATA STORAGE
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	08/04/2016	9,000.00	ENTERPRISE CMS HOSTING, SUPPOR
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF	08/04/2016	16,692.75	DEVELOPMENT OF A BMP SOD-BASED
4270	VIEUX & ASSOCIATES, INC.	08/04/2016	14,400.00	GAUGE ADJUSTED RADAR RAINFALL
2441	WALTON COUNTY BOARD OF COUNTY COMMISSIONERS	08/04/2016	170.00	REFUND FOR OVERPAYMENT P17484
3462	WASTE MANAGEMENT OF PANAMA CITY	08/04/2016	280.00	DUMPSTER FOR ECONFINA OFFICE A
TOTAL CHECKS			<u>95,484.56</u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

4845	CALHOUN COUNTY SHERIFF'S OFFICE	08/05/2016	1,404.32	CALHOUN CO SHERIFF-LAW ENFCMT/
4944	BRETT CYPHERS	08/05/2016	532.46	TRAVEL REIMBURSEMENT
273	W. G. GOWENS	08/05/2016	415.94	TRAVEL REIMBURSEMENT
5032	WILLIAM HUNKAPILLER	08/05/2016	110.00	TRAVEL REIMBURSEMENT
2516	HAINES J. LAYFIELD JR.	08/05/2016	110.00	TRAVEL REIMBURSEMENT
3185	YAMILA POSEY	08/05/2016	254.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

2,826.72

TOTAL AP

98,311.28

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5341	AMEC FOSTER WHEELER, INC.	08/11/2016	14,213.90	WATER RESOURCE EVALUATIONS
5384	APPLIED DRILLING ENGINEERING, INC.	08/11/2016	49,437.00	WELL CONSTRUCTION SERVICES
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	08/11/2016	6,364.86	PRESCRIBED BURNING SERVICES
4114	CITY OF PORT ST. JOE	08/11/2016	82,662.82	LIME FEED SYSTEM AND WATER LIN
5174	CRAIG BISHOP FARMS, INC.	08/11/2016	35,649.00	AGRICULTURAL BMP COST SHARE AG
3784	CULLIGAN WATER SERVICES, INC	08/11/2016	50.00	WELL PERMITTING FEES REFUND
4748	EAST MILTON WATER SYSTEM	08/11/2016	17.82	WATER-MILTON OFFICE
4855	ENVIRON SERVICES INCORPORATED	08/11/2016	2,127.00	JANITORIAL SERVICES, HEADQUART
2679	EXPRESS FORESTRY SERVICE, LLC	08/11/2016	77,760.00	2016 PINE AND HARDWOOD TREE ER
2702	FISH AND WILDLIFE	08/11/2016	3,579.08	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	08/11/2016	34.44	FAR ADS FY 2016 BOARD MEETINGS
3737	GULF COAST UTILITY CONTRACTORS, LLC	08/11/2016	1,221.30	LIMEROCK TO IMPROVE ROAD ACCES
916	GULF POWER COMPANY	08/11/2016	485.31	ELECTRIC-MILTON
916	GULF POWER COMPANY	08/11/2016	763.04	ELECTRIC-CRESTVIEW
247	HOLMES COUNTY TAX COLLECTOR	08/11/2016	2.51	2014 PARCEL TAX REFUND
3193	INSURANCE INFORMATION EXCHANGE	08/11/2016	48.80	BACKGROUND INVESTIGATIONS
5150	TOWN OF JAY	08/11/2016	10,574.90	WATERLINE LOOP SYSTEM PROJECT
5120	JOHNSON'S AUTO REPAIR, INC.	08/11/2016	96.08	OPEN PURCHASE ORDER FOR POOL V
5173	KIMBERLY BISHOP FARMS, INC.	08/11/2016	56,250.00	AGRICULTURAL BMP COST SHARE AG
2299	LIBERTY COUNTY SOLID WASTE	08/11/2016	28.00	SOLID WASTE FL RIVER
3266	LOWE'S COMPANIES INC.	08/11/2016	910.20	GENERAL SUPPLIES
4986	PATRICIA LUJAN	08/11/2016	7,374.16	CRESTVIEW LEASE
64	PANAMA CITY NEWS HERALD	08/11/2016	107.06	LEGAL ADS
2663	PATIENTS FIRST APPELYARD, INC	08/11/2016	49.00	LABORATORY TESTING
62	PENSACOLA NEWS-JOURNAL	08/11/2016	280.84	LEGAL ADS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/11/2016	269.27	WATER/SEWER-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/11/2016	4,737.28	ELECTRIC-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/11/2016	87.17	SECURITY LIGHTS-HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	08/11/2016	4,059.00	PUBLIC RECREATION SITE CLEAN U
4557	VERIZON WIRELESS	08/11/2016	838.78	JETPACKS
4774	JOHN T WILLIAMSON	08/11/2016	170.00	JANITORIAL SERVICES FOR THE WF
4651	PANAMA CITY CYCLES, INC	08/11/2016	451.12	ATV MAITENANCE AND REPAIR

TOTAL CHECKS

360,699.74

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

3405	JOHN B. CROWE	08/12/2016	660.68	TRAVEL REIMBURSEMENT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	08/12/2016	35.00	MONITORING FOR CRESTVIEW & IT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	08/12/2016	30.00	MONITORING FOR CRESTVIEW & IT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	08/12/2016	80.00	SECURITY COMMUNICATION AT CRES
3942	A & W VENTURES, L.C.	08/12/2016	151.34	PORTABLE TOILET FOR PHIPPS PAR
2268	INNOVATIVE OFFICE SOLUTIONS, INC	08/12/2016	846.00	PHONE MAINTENANCE
5368	KOUNTRY RENTAL NWF, INC.	08/12/2016	207.50	CLEAN BOTH ECONFINA FIELD OFFI
5368	KOUNTRY RENTAL NWF, INC.	08/12/2016	5,985.00	RENTAL AND SERVICE OF PORTABLE
3813	PENNINGTON, P.A.	08/12/2016	6,615.00	LEGAL COUNSEL
2434	JERRICK SAQUIBAL	08/12/2016	182.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>14,792.52</u>	
TOTAL AP			<u>375,492.26</u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	08/18/2016	61.41	BOARD TRAVEL
3293	ANGUS ANDREWS	08/18/2016	107.69	BOARD TRAVEL
2967	BANK OF AMERICA	08/18/2016	5,616.58	P-CARDS
2992	BANK OF AMERICA	08/18/2016	291.49	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	08/18/2016	492.48	PAYMENT PORTEL FOR E-PERMITTIN
2992	BANK OF AMERICA	08/18/2016	1,172.38	ACCOUNT ANALYSIS
4287	BERRYS WELL DRILLING	08/18/2016	50.00	WELL PERMITTING FEE REFUND
4216	BURKETT & SONS WELL SERVICE, LLC	08/18/2016	50.00	WELL PERMITTING FEE REFUND
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/18/2016	44.94	OPEN PURCHASE ORDER FOR REG-CA
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/18/2016	640.05	REPAIR VEH WMD2421--CARR
3269	CDW GOVERNMENT, INC.	08/18/2016	3,448.54	IMAC FOR VIDEO EDITING
3524	CITY OF CRESTVIEW	08/18/2016	41.65	WATER/SEWER-CRESTVIEW
4676	CITY OF MILTON FLORIDA	08/18/2016	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	08/18/2016	17.86	SEWER-MILTON
5095	CITY OF MONTICELLO	08/18/2016	9,000.00	WATER MAIN IMPROVEMENT
3289	CITY OF TALLAHASSEE	08/18/2016	37.58	LAKESHORE
5394	OSCAR COOK	08/18/2016	42.50	GENERAC GENERATOR REPAIRS
1948	DELL MARKETING L.P.	08/18/2016	195.99	NEW DESKTOP COMPUTER FOR BRETT
1948	DELL MARKETING L.P.	08/18/2016	992.56	NEW DESKTOP COMPUTER FOR BRETT
2241	DEPT. OF THE INTERIOR - USGS	08/18/2016	2,187.00	MAPPING ET OVER FLORIDA: EXTEN
45	DMS	08/18/2016	1,500.29	PHONES-HQ
2702	FISH AND WILDLIFE	08/18/2016	30,786.52	COOPERATIVE MANAGEMENT SAND HI
65	GADSDEN COUNTY TIMES	08/18/2016	41.12	LEGAL ADS
5373	GILMORE SERVICES	08/18/2016	131.46	RECORDS/DOCUMENTS SHRED
410	GULF COUNTY TAX COLLECTOR	08/18/2016	1.36	2015 REFUND DUE
410	GULF COUNTY TAX COLLECTOR	08/18/2016	8.21	2015 REFUND DUE
410	GULF COUNTY TAX COLLECTOR	08/18/2016	4.47	2015 REFUND DUE
410	GULF COUNTY TAX COLLECTOR	08/18/2016	8.21	2015 REFUND DUE
410	GULF COUNTY TAX COLLECTOR	08/18/2016	1.44	2015 REFUND DUE
5397	SHAWN HALPHEN	08/18/2016	660.68	TRAVEL REIMUBURSMENT
247	HOLMES COUNTY TAX COLLECTOR	08/18/2016	11.07	POSTAGE DUE
5120	JOHNSON'S AUTO REPAIR, INC.	08/18/2016	54.34	OPEN PURCHASE ORDER FOR RMD
5120	JOHNSON'S AUTO REPAIR, INC.	08/18/2016	41.74	OPEN PURCHASE ORDER FOR RMD
3266	LOWE'S COMPANIES INC.	08/18/2016	855.40	SUPPLY'S FOR MAINTENANCE-BUILD
4600	MYTHICS, INC.	08/18/2016	5,394.70	ORACLE COMPONENTS RENEWAL FOR
4090	JERRY PATE	08/18/2016	162.87	BOARD TRAVEL
5315	JAMES PETERSON JR.	08/18/2016	75.00	SECURITY DETAIL FOR GB MEETING
71	PETTY CASH	08/18/2016	112.73	PETTY CASH
5251	RANDSTAD NORTH AMERICA, INC.	08/18/2016	6,240.00	STAFF AUGMENTATION
5251	RANDSTAD NORTH AMERICA, INC.	08/18/2016	349.95	STAFF AUG SERVICES
3960	GEORGE ROBERTS	08/18/2016	81.88	BOARD TRAVEL

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

4967	SAMUEL SPRING	08/18/2016	85.44	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	08/18/2016	913.20	PRINTER CARTRIDGES
5244	TOWN OF GREENSBORO	08/18/2016	3,590.00	ASBESTOS CEMENT PIPE REPLACEME
5245	TOWN OF WESTVILLE	08/18/2016	22,543.31	WATER MAIN REPLACEMENT PROJECT
5245	TOWN OF WESTVILLE	08/18/2016	41,860.97	WATER MAIN REPLACEMENT PROJECT
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	08/18/2016	12,636.20	LAW ENFORCEMENT/SECURITY SERVI
5392	WATERSOUND WEST BEACH COMMUNITY ASSOCATION INC.	08/18/2016	250.00	PERMIT FEE REFUND
TOTAL CHECKS			<u>152,928.76</u>	
4125	KATHLEEN COATES	08/19/2016	198.68	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	08/19/2016	583.35	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	08/19/2016	240.00	REIMBURSEMENT FOR PARKING SPACES AT CAPITOL
4961	PETER FOLLAND	08/19/2016	200.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	08/19/2016	5,142.25	FOREST INFORMATION DASHBOARD 2
3337	FORESTECH CONSULTING	08/19/2016	750.00	FOREST INFORMATION DASHBOARD 2
4607	MAIL FINANCE INC	08/19/2016	126.00	MAILING SYSTEM LEASE FOR CRV
3823	KENNETH ANDREW ROACH	08/19/2016	200.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>7,440.28</u>	
TOTAL AP			<u><u>160,369.04</u></u>	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5094	SMITH REFRIGERATION, INC	08/25/2016	195.00	REPAIR A/C UNIT AT ECONFINA FI
2967	BANK OF AMERICA	08/25/2016	39.14	STANDOFF MOUNTS FOR BRETT
2967	BANK OF AMERICA	08/25/2016	1,184.50	EXCHANGE CONVERSION LICENSES
2967	BANK OF AMERICA	08/25/2016	35.00	MEMBERSHIP DUES - FGFOA
2924	BAY COUNTY HEALTH DEPARTMENT	08/25/2016	190.00	LIMITED USE WATER PERMIT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	08/25/2016	331.59	MEDICARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	08/25/2016	48,996.22	EMPLOYEE MEDICAL INSURANCE
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/25/2016	47.85	OPEN PURCHASE ORDER FOR POOL V
1617	CAPITAL HEALTH PLAN	08/25/2016	75,151.59	EMPLOYEE MEDICAL INSURANCE
4686	MCCASKILL - QUIGLEY FORD, INC	08/25/2016	3,887.56	TRANSMISSION REPAIR:WMD 2089;
3902	CITRIX SYSTEMS, INC.	08/25/2016	992.06	CITRIX SOFTWARE MAINTENANCE
5379	CONEXIS	08/25/2016	59.15	COBRA ADMINISTRATION
2241	DEPT. OF THE INTERIOR - USGS	08/25/2016	2,000.00	DATA STORAGE AND DELIVERY OF E
744	DEPT. OF THE INTERIOR - USGS	08/25/2016	7,234.00	GROUNDWATER LEVEL MONITORING N
4937	DIGITAL NOW INC.	08/25/2016	842.00	PLOTTER SERVICE AGREEMENT
45	DMS	08/25/2016	77.20	PHONES-MILTON
45	DMS	08/25/2016	677.85	PHONES-CARR
45	DMS	08/25/2016	752.25	PHONES-CRESTVIEW
45	DMS	08/25/2016	1.40	SUNCOM
3424	DURRA-QUICK-PRINT INC.	08/25/2016	15.00	BUSINESS CARDS FOR CAITLIN BRO
5290	ECOLOGY AND ENVIRONMENT, INC.	08/25/2016	16,155.30	WATER RESOURCE ASSESSMENT, DES
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	08/25/2016	7,839.69	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	08/25/2016	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	08/25/2016	25.00	FLEET MANAGEMENT SYSTEM - LAND
3759	FORD FARMS	08/25/2016	10,310.19	AGRICULTURAL BMA COST SHARE AG
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.75	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.51	2014 TAX REFUND DUE
1746	FRANKLIN COUNTY TAX COLLECTOR	08/25/2016	0.75	2014 TAX REFUND DUE
2291	GULF COAST ELECTRIC COOPERATIVE, INC	08/25/2016	369.34	ELECTRIC-EFO
410	GULF COUNTY TAX COLLECTOR	08/25/2016	1,107.11	2015 COMMISSIONS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS**

2804	H & S TRUCK REPAIR, INC.	08/25/2016	743.30	MACK SEMI WMD 2438 SERVICE/ RE
5288	A.W. HATCHER FARMS, INC.	08/25/2016	39,813.25	AGRICULTURAL BMP COST SHARE AG
5396	LESLIE A. HOPE	08/25/2016	100.00	APPLICATION #17530 FEE OVERPAY
61	JACKSON COUNTY FLORIDAN	08/25/2016	306.85	LEGAL ADS
1717	JACKSON COUNTY PROPERTY APPRAISER	08/25/2016	561.78	4TH QTR FY 15-16
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	08/25/2016	179.38	LEASE & MAINTENANCE FOR NEW RE
4598	LANDMARK SPATIAL SOLUTIONS, LLC	08/25/2016	250.00	SOLOFOREST TRAINING
4600	MYTHICS, INC.	08/25/2016	1,115.47	ORACLE SUPPORT
64	PANAMA CITY NEWS HERALD	08/25/2016	360.00	WILLIFORD SPRING SNEAK PEEK DI
4081	POT-O-GOLD RENTALS, LLC	08/25/2016	1,275.00	PORTABLE TOILETS
3213	SHI INTERNATIONAL CORP	08/25/2016	585.00	ADOBE CREATIVE CLOUD SUITE FOR
4228	SOWELL TRACTOR CO., INC.	08/25/2016	230.94	CHAINSAW,POLESAW AND STRING TR
5385	CORA L. STRICKLAND	08/25/2016	17,776.47	AGRICULTURAL BMP COST SHARE AG
3839	TOWN OF CAMPBELLTON	08/25/2016	49,576.95	WATER IMPROVEMENT PROJECT
4286	ULINE, INC.	08/25/2016	235.76	PLASTIC SMOKER RECEPTACLES
3696	URS CORPORATION	08/25/2016	3,295.03	FLOOD INFORMATIN PORTAL AND LI
3696	URS CORPORATION	08/25/2016	25,250.00	TO#81-OKALOOSA CO DFIRM
3696	URS CORPORATION	08/25/2016	148,897.10	111 COASTAL PANHANDLE FIRM
3696	URS CORPORATION	08/25/2016	15,152.50	86 GULF CO DFIRM UPDATE
3454	USDA, APHIS, WILDLIFE SERVICES	08/25/2016	995.27	COOPERATIVE SERVICES AGREEMENT
4038	WINDSTREAM COMMUNICATIONS	08/25/2016	52.83	800#'S & EFO LONG DISTANCE
	TOTAL CHECKS		<u>486,951.08</u>	
4607	MAIL FINANCE INC	08/26/2016	126.00	MAILING SYSTEM LEASE FOR CARR,
	TOTAL ACH TRANSFER		<u>126.00</u>	
	TOTAL AP		<u>487,077.08</u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

AUGUST 2016

DIRECT DEPOSIT	8/5/2016	\$	211,338.81
CHECKS	8/5/2016		1,604.06
FLEX SPENDING TF	TF0091		1,596.02
DIRECT DEPOSIT	8/19/2016		214,858.92
CHECKS	8/19/2016		3,222.07
FLEX SPENDING TF	TF0095		1,596.02
		\$	<u>434,215.90</u>

APPROVED:

Chairman or Executive Director

October 13, 2016

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Division of Resource Management

FROM: Jerrick Saquibal, Chief, Bureau of Hydrology & Engineering

DATE: September 23, 2016

SUBJECT: Consideration of New FEMA Cooperating Technical Partner Funding for
Fiscal Year 2016 - 2017

Recommendation

Staff recommends Governing Board approval to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and authorize spending \$1,275,200 in new funding to develop tools to assist communities reduce flood risk.

Discussion

Since 2004, the District has been a Cooperating Technical Partner with FEMA and received annual grant funding to improve and update flood hazard maps. This effort has been undertaken through FEMA's Map Modernization and Risk MAP programs. Map Modernization is FEMA's program to update the nation's inventory of paper flood insurance rate maps and flood hazard data into a digital format. FEMA's Risk Mapping, Assessment, and Planning (Risk MAP) program started in Fiscal Year 2009 and provides tools to help communities identify, assess, and reduce their flood risk. The tools and data developed through Risk MAP can be used to mitigate the risk and impact from flooding and communicate flood risk visually with residents and businesses.

FEMA has awarded the District grant funding for Fiscal Year 2016-2017 for continuation of Risk MAP work in the amount of \$1,275,200 under FEMA's CTP program. This will include work to improve and update flood hazard maps in the Escambia Watershed and to complete flood hazard maps for the Lower Choctawhatchee Watershed. Funded activities also include development of building footprints within the Special Flood Hazard Area (SFHA) of the District, LiDAR acquisition for the Lower Choctawhatchee Watershed, program management, and community engagement/risk communication.

The District's match may include existing data, as well as local government funding and flood related services. The final scope of work for this effort will be Mapping Activity Statement (MAS) 13, which will be amended to the District's CTP agreement.

NWFWMD FEMA FY 2016 - 2017 FUNDING ALLOCATIONS

Activity	County/Watershed	Funding Plan
Risk MAP Project to Improve and Update Flood Hazard Maps – Through Preliminary Map Issuance	Escambia	\$500,000
Completion of Risk MAP Project to Improve and Update Flood Hazard Maps	Lower Choctawhatchee	\$180,000
LiDAR Data Acquisition	Lower Choctawhatchee	\$375,200
Building Footprint Development – Structures within the SFHA of the District	All	\$120,000
Project Management	All	\$58,000
Community Engagement and Risk Communication	All	\$42,000
Total Award		\$1,275,200

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Hydrology & Engineering

DATE: September 23, 2016

SUBJECT: Consideration of Fiscal Year 2016-2017 Funding for Springs Restoration Projects

Recommendation

Staff recommends the Governing Board authorize the Executive Director to enter into agreements with the Florida Department of Environmental Protection to receive \$15,338,200 in new grant funding and to enter into agreements with local governments and agricultural producers to implement springs restoration projects in northwest Florida as described and subject to legal counsel review.

Discussion

The Florida Legislature, via the Florida Department of Environmental Protection (FDEP), is providing the District with \$15,338,200 to implement springs protection projects in the Wakulla Spring groundwater contribution area in Wakulla and Leon counties; the Jackson Blue Spring groundwater contribution area in Jackson County; the Econfina Creek Springs Complex contribution area in Bay and Washington counties; and Cypress Spring, a second magnitude spring along Holmes Creek in central Washington County. Combined with \$3,783,333 in matching funding from participating local governments and agricultural producers, this funding will contribute an estimated total of \$19,121,533 toward springs restoration and protection in the District.

The District will enter into an agreement with the City of Tallahassee to provide \$637,000 in grant funding to connect to central sewer up to 130 residences currently served by septic systems within the Upper Wakulla River and Wakulla Springs Basin Management Action Plan (BMAP) Priority Focus Area 1. This project is expected to reduce total nitrogen loading from septic tanks into the Floridan Aquifer within the BMAP Priority Focus Area by approximately 2,500 pounds per year. The City will provide \$1,950,000 in match funding to complete the project and this project is expected to be completed within two years.

The District will provide \$1,500,000 in grant funding to Leon and Wakulla counties to design and install advanced septic systems in a Leon County neighborhood and a Wakulla County neighborhood within the Wakulla BMAP Priority Focus Area 1. Exact locations, types of systems, and number of units will be researched and coordinated among Leon County, Wakulla County, Florida Department of Environmental Protection, Florida Department of Health, and the District. The expected total nitrogen loading reduction will vary depending on the type of system selected and number of units installed. This project is expected to be completed within two years.

The District will enter into an agreement with Leon County to provide \$1,500,000 to complete Phase I of a wastewater improvement project along Woodville Highway within Leon County. Phase I consists of completing the project design and permitting of service connections to the City of Tallahassee central sewer system for approximately 1,500 residences in Leon County currently served by septic systems. Completion of Phase II (construction of transmission system) and Phase III (septic tank abandonment and sewer connections to residences) are expected to reduce total nitrogen loading from septic tanks into the Floridan Aquifer by approximately 29,000 pounds per year. Leon County will provide \$1,500,000 in matching funding for Phase I and is proposing to provide 50 percent match for Phase II and Phase III if funded in future years. Phase I is expected to be completed within two years.

An additional \$1,000,000 in grant funding will be provided for a fourth year for the Jackson Blue Spring Agricultural Best Management Practice (BMP) Equipment Cost-Share Grant Program in Jackson County. The District will enter into contracts with producers, up to a maximum of \$75,000 per producer, to provide 75 percent of the equipment costs with producers providing 25 percent of the costs. Producers will provide \$333,333 in matching funding for this grant cycle. Equipment eligible through this grant program includes: GPS guidance systems to prevent application overlap, flow meters and timer-operated shut-off devices for center pivot/fertigation systems, variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability, and other management tools that allow producers to conserve water and nutrients in their operations. All tools and measures are consistent with implementation of Florida Department of Agriculture and Consumer Services' (FDACS) BMPs. This project is expected to be completed in one year, depending on producer participation.

The District will enter into an agreement with Jackson County to provide \$3,401,200 in grant funding to extend central sewer service to the Blue Springs Recreational Area, a county-owned park at the main spring vent, and connecting up to approximately 56 residences along Blue Springs Road to the City of Marianna's wastewater treatment facility. This project is expected to reduce total nitrogen loading from septic tanks into the Floridan Aquifer by approximately 769 pounds per year. This project is expected to be completed within two years.

The District will receive \$7,100,000 in grant funding from FDEP to acquire (through either fee simple or less-than-fee simple) two tracts of land on Gainer Springs and Cypress Spring. Gainer Springs Group is a first magnitude spring complex in northern Bay County that, coupled with other springs along Econfina Creek, is the primary source of water to Deer Point Lake Reservoir. The reservoir, in turn, provides a majority of the drinking water supply for Panama City and surrounding Bay County. The project involves fee simple and/or less-than-fee (conservation easement) acquisition of up to 942 acres, together with spring bank restoration. If the negotiations for the acquisition are successful, this project will help protect natural systems and reduce erosion to the Gainer Springs Group. Cypress Spring is a large second magnitude spring on Holmes Creek in Washington County. The project involves less-than-fee acquisition of up to 302 acres, with limited restoration and access improvements. This project will help protect natural systems and reduce erosion to Cypress Spring.

The District will receive \$200,000 in grant funding from FDEP to stabilize, restore, and protect approximately 150 feet of stream bank at Blue Spring Campsite. The Blue Spring Campsite is located on District land within Washington County and is a major camping and recreation area on Econfina Creek. This project will improve water quality, restore historical shoreline impacted by erosion, and prevent destruction of habitat resulting from erosion and recreational use on Econfina Creek. Stabilizing the streambank and installing appropriate riparian access at Blue Spring will prevent erosion and associated sediment runoff into Econfina Creek and will protect this unique spring system. This project is expected to be completed in one year.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
William Cleckley, Director, Division of Land Management and
Acquisition

FROM: Carol L. Bert, Lands Administrator III

DATE: September 12, 2016

SUBJECT: Consideration of Amendment No. 1 to the Syfrett Conservation
Easements; Econfina Creek WMA

Recommendation

Staff recommends approval of Amendment No. 1 to the Syfrett Conservation Easements in Washington County, subject to legal counsel review and approval.

Summary

The requested amendment to each conservation easement will not negatively impact the water resources on the site or the area nor reduce the conservation values obtained by the purchase of the original conservation easements.

Background

In October 2003, the District executed a property exchange with Dr. Frank Syfrett and Mr. Troy Syfrett. Misters Syfrett granted the District a conservation easement on 179.4 acres they own in exchange for the District deeding them the fee simple interest in 197.9 acres encumbered by a deed restriction in the form of a conservation easement. Both easements are located off Duerling Road in Washington County (see attached maps). The 197.9-acre easement borders District-owned land to the north and east and the 179.4-acre easement borders District-owned land on the Northeast corner.

Mr. Troy Syfrett has requested both conservation easements be amended to allow existing unauthorized fencing to remain in place and additional fencing revisions be included. The amendment to each conservation easement will not impact water resources. Staff recommends the request be approved.

His request to amend each easement is as follows:

1. Road, Ditches, and Improvements

Request to Construct New Perimeter Fence and Interior Fence, if Subdivided

The owner is requesting to replace or construct new perimeter fence of 8.5-foot average height consisting of woven wire or chain link. In addition, the owner is requesting to install fencing, if subdivided, around the perimeter of each subdivided parcel consisting of woven wire or chain link of the same height. The owner will provide a map or drawing delineating the location of any proposed fencing for review and approval prior to construction. The fencing will avoid natural water retention areas.

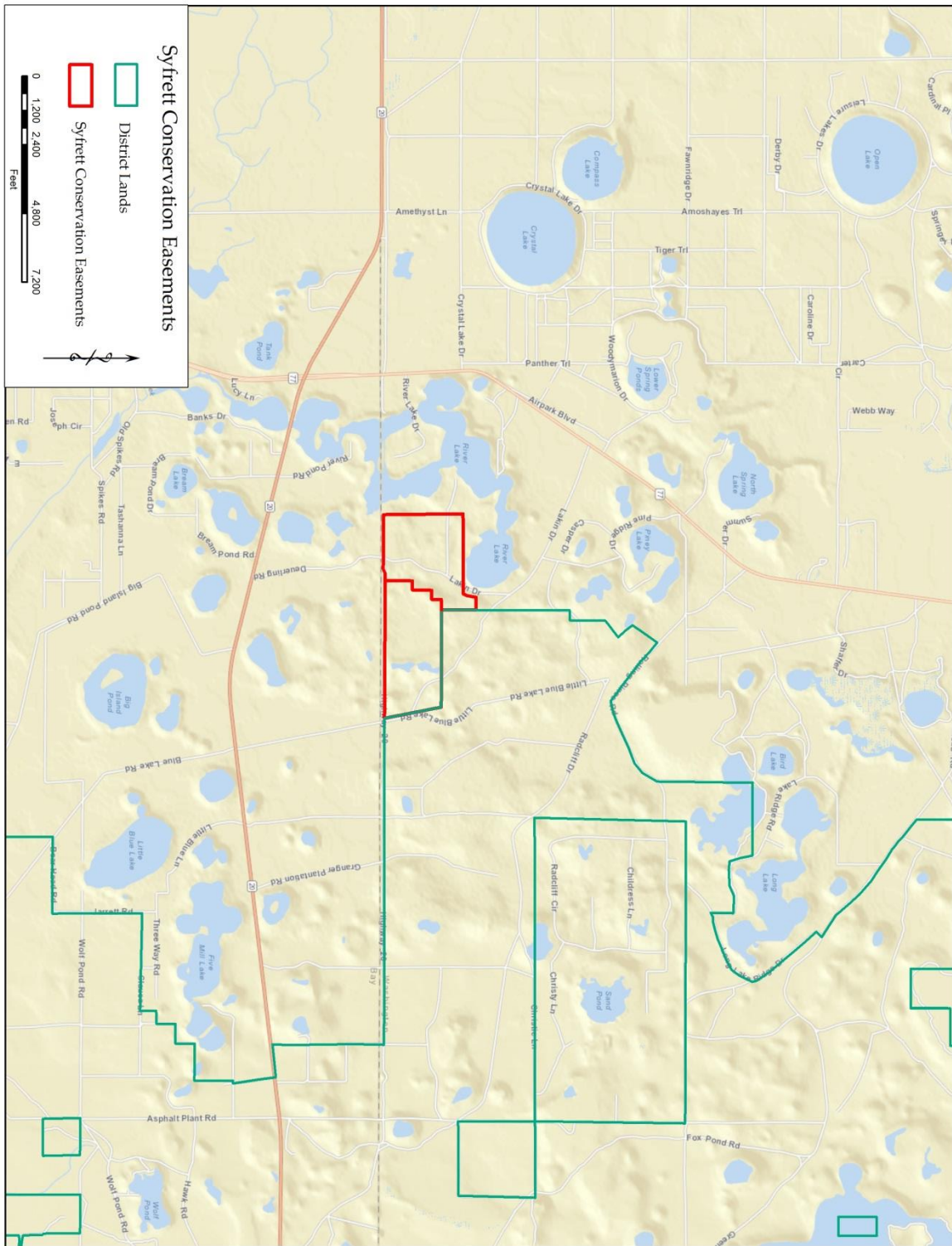
Staff Recommendation: The owners' request is considered reasonable and does not impact water resources or reduce the conservation values obtained by the original conservation easements.

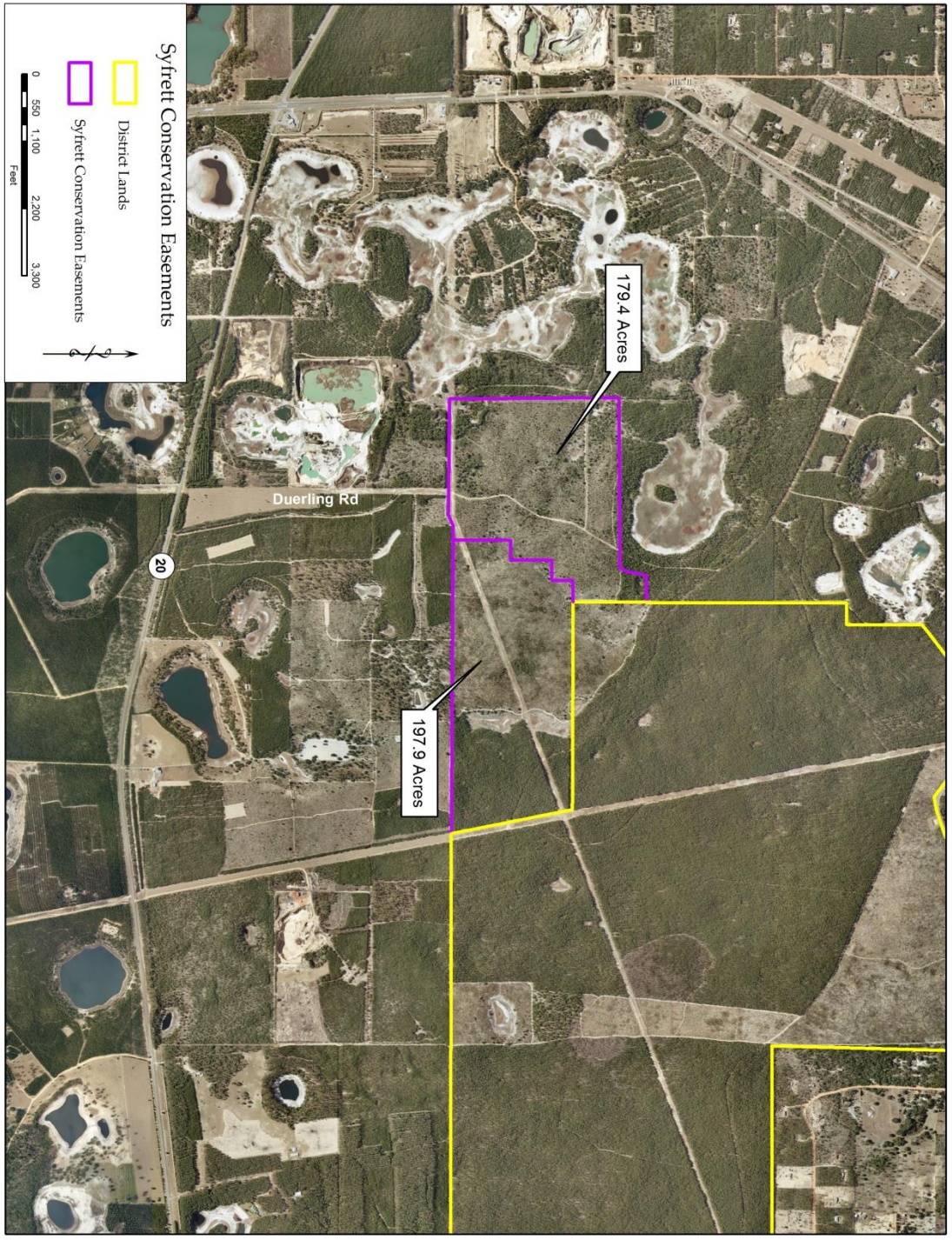
Expenses Associated with Amendment No. 1 to Each Conservation Easement

The owner is willing to pay all expenses associated with the preparation and recording of these amendments; however, the District is not requesting reimbursement of staff time associated with this amendment. Expenses to accomplish the amendments include the following:

- Legal counsel fees
- Document prep fees
- Recording fees
- Documentary Stamp Tax
- Fed Ex fee(s)

clb





MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 4, 2016

CGUPS, LLC, Steven Cox, and Claudia Cox, Petitioners v. Northwest Florida Water Management District and Florida Department of Transportation, Respondents, DOAH Case No. 16-4691

This is a case brought by the Petitioners challenging the proposed issuance by the District of an environmental resource permit to FDOT relating to FDOT's widening of State Road 390 in Panama City, Florida.

Since the last update, FDOT is now represented by Kathleen Toolan, as well as Nona Schaffner, of the FDOT office of general counsel.

The case is set for a three day hearing before Administrative Law Judge Bram D. E. Canter on December 6, 7 and 8, 2016, at a location to be determined in Panama City, Florida.

A settlement conference was held amongst the parties on September 20, 2016, at the offices of Pennington, P.A. The conference was held at the request of the petitioners. The petitioners made offers of settlement to FDOT, with the District's role as agency with approval authority for any agreement necessitating a change to the permit at issue or requiring a new permit. FDOT is considering the settlement offers and no agreement has been reached at this time.

The discovery phase of the litigation is ongoing and includes a public records request to the District from the petitioners, and interrogatories, requests for production and requests for admissions from the District to the petitioners.

The District is continuing to vigorously defend its decision to issue the permit and the District remains confident in its position.