

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Resource Management Division
Wendy Dugan, Director, Administration Division

FROM: Kathleen Coates, Chief, Bureau of Water Resource Evaluation

DATE: July 25, 2018

SUBJECT: Consideration of FY 2018-2019 Contractual Services to Support Minimum Flows and Minimum Water Levels

Recommendation

Staff recommends the Governing Board authorize the Executive Director to spend up to \$1,083,500 for contractual services to support the development of minimum flows and minimum water levels in FY 2018-2019, contingent upon approval of the District's FY 2018-2019 budget.

Background

Section 373.042(1), Florida Statutes, requires each water management district to develop minimum flows and minimum water levels (MFLs) for specific water bodies within their jurisdiction. The minimum flow or minimum water level for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. The multi-year process required to establish MFLs involves data collection, technical assessments, peer review, public involvement, and rule-making activities. A substantial portion of the work is performed in-house but due to the large volume of work, the District also relies on support from consultants.

During FY 2017-2018, enhanced hydrologic and water quality monitoring continued at more than 60 sites to support MFL development for the St. Marks River Rise, Wakulla Spring, and Sally Ward Spring. The draft MFL technical assessment was completed for the St. Marks River Rise MFL and submitted for peer review. Hydrologic models were calibrated to support MFL technical assessments for Wakulla Spring and Sally Ward Spring.

To support MFL development for Jackson Blue Spring, hydrologic monitoring of aquifer levels, stream stage and spring discharge were continued. Water quality data collection and the development of groundwater flow models were performed to support MFL development for the coastal Floridan aquifer in Walton, Okaloosa, and Santa Rosa counties. Data collection was initiated to support MFL development for the Shoal River and the Gainer Spring Group and associated second magnitude springs.

Activities Planned for FY 2018-2019

During FY 2018-2019, the District will initiate the rule development process for its first minimum flows, which are being developed for the St. Marks River Rise, a first magnitude spring in Leon County. Work will continue on Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, and the coastal Floridan aquifer in Planning Region II (Okaloosa, Santa Rosa, and Walton counties), and the Shoal River. The District also will begin working on the Gainer Spring Group and nearby second magnitude springs on Econfina Creek.

The draft technical assessment report has been completed for the St. Marks River Rise minimum flows and peer review is underway. Following peer review, the MFL technical assessment will be revised as needed. The final MFL technical assessment for the St. Marks River Rise is anticipated to be complete in November 2018, following by rule development and rule adoption in 2019.

Work planned for Wakulla Spring in FY 2018-2019 includes an evaluation of manatee thermal refuge, development of a baseline time series of spring flows, and analysis of minimum flows needed to support the spring system. The eastern District regional steady-state groundwater flow model is anticipated to be completed in late 2018.

Hydrologic data collection will continue to support MFL development for Jackson Blue Spring. Once sufficient data is available, surface water models will be developed to simulate flows and water levels in Merritts Mill Pond and downstream in Spring Creek. Statistical analysis will be performed on the previously collected floodplain elevation, soils, and vegetation data.

To support MFL development for the coastal Floridan aquifer in Planning Region II, water quality monitoring will continue at the newly constructed deep monitor wells. The development of a regional groundwater flow model for the western portion of the District is ongoing and is estimated to be completed in late 2018.

Work planned for the Econfina Creek and Springs Groups and the Shoal River will focus on hydrologic data collection, including the construction of additional monitor wells, and the development of surface water models.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Hydrology & Engineering Bureau

DATE: August 29, 2018

SUBJECT: Consideration of RFP 18-006 for Professional Surveying Services

Recommendation

Staff recommends the Governing Board approve the selection committee's results provided in Table 1 and authorize the Executive Director to execute agreements with the highest-ranked firms to provide as-needed professional surveying services.

Background

On July 31, 2018, the District received proposals from firms in response to the District's Request for Proposals (RFP 18-006) for "Professional Surveying Services." This RFP was issued to provide as-needed professional surveying services. Work to be performed includes but is not limited to establishment of benchmarks, boundary surveys, topographic and utility locations, wetland delineation surveys, surveys of stream, river, drainage channel, and floodplain transects including underwater section dimensions and water depths and elevations. The District currently has four professional surveying firms under contract expiring on September 30, 2018. The initial Professional surveying services are included under the Consultants Competitive Negotiations Act. Survey work required by the District will be used in land acquisition, springs restoration, FEMA flood mapping, surface water and groundwater monitoring, and minimum flows and minimum levels programs.

A total of 11 qualified proposals were received. The proposals were evaluated using predefined criteria by the selection committee. All firms were ranked according to evaluation criteria examining the firms experience and qualifications, and availability. The committee's scores are provided below in Table 1. The three top-ranked firms are 1) Southeastern Surveying and Mapping Corp., 2) DRMP, Inc., 3) Wantman Group, Inc. If approved, a Notice of Final Agency Action will be published and staff will negotiate contracts with the highest ranked firms. Work under each contract will be assigned by task order on an as-needed basis.

Table 1 - Consultant Selection Scores - Professional Surveying Services

Firm	Average Score	Ranking
*Southeastern Surveying and Mapping Corp.	44.667	1
*DRMP, Inc.	43.333	2
*Wantman Group, Inc.	43.000	3
SAM Surveying and Mapping, LLC	41.000	4
Dewberry Engineers, Inc.	39.667	5
Seaside Engineering & Surveying, LLC	39.667	5
Baskerville-Donovan, Inc.	39.333	7
McKim & Creed	39.000	8
Pickett & Associates, Inc.	37.667	9
Morgan & Eklund, Inc.	37.333	10
KCI Technologies, Inc.	36.667	11

***Highest Ranked Firms**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Jerrick Saquibal, Chief, Bureau of Hydrology & Engineering

FROM: John Crowe, Hydrologist IV

DATE: July 25, 2018

SUBJECT: Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2018 - 2019

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 \$2,085,234 in new funding to develop tools to assist communities reduce flood risks.

Discussion

Since 2004, the District has been a CTP 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 Mapping, Assessment, and Planning (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 MAP program, started in Fiscal Year 2009, provides tools to help communities identify, assess, and reduce their flood risk. The tools and data developed are used to mitigate the risk and impact from flooding and communicate flood risk visually to residents and businesses.

FEMA has awarded the District grant funding for Fiscal Year 2018-2019 in the amount of \$2,085,234 to continue the Risk MAP work. This will include work to improve and update flood hazard maps in the Choctawhatchee Bay Watershed and to complete flood hazard maps for the St. Andrew-St. Joseph's Bay and Pea watersheds. Funded activities also include LiDAR acquisition for the Lower Chattahoochee Watershed, program management and community engagement/risk communication.

The District's match may include existing data and flood related services from the District, local and state government sources. The final scope of work for this effort is detailed in Mapping Activity Statement (MAS) 15, which will amend the District's CTP agreement with FEMA.

NWMWMD FEMA FY 2018 - 2019 FUNDING ALLOCATIONS

Activity	County/Watershed	Funding Plan
Risk MAP Project to Improve and Update Flood Hazard Maps	Choctawhatchee Bay	\$780,000
Completion of Risk MAP Project to Improve and Update Flood Hazard Maps	St. Andrew – St. Joseph's Bay	\$330,000
Completion of Risk MAP Project to Improve and Update Flood Hazard Maps	Pea	\$180,000
LiDAR Data Acquisition	Lower Chattahoochee	\$50,000
Base Level Engineering	Apalachicola Bay – St. Marks, Lower Choctawhatchee, and the St. Andrew – St. Joseph's Bay	\$503,234
CNMS NVUE Update	All	\$100,000
Project Management	All	\$90,000
Community Engagement and Risk Communication	All	\$52,000
Total Award		\$2,085,234

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Jerrick Saquibal, Chief, Bureau of Hydrology and Engineering

FROM: Edward Chelette, Program Manager, Hydrologic Data Services Section

DATE: August 8, 2018

SUBJECT: U.S. Geological Survey Joint Funding Agreement

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to execute a Joint Funding Agreement (JFA) with the U.S. Geological Survey (USGS) for continuation of monitoring at Telogia Creek, Apalachicola River at Chattahoochee, Apalachicola River at Sumatra, Yellow River at State Road 87, and Spring Creek at Spring Creek, for a total cost not to exceed \$81,903 for Fiscal Year 2018–2019.

Discussion:

The District has participated in a cooperative water resource investigation program with the USGS for the past 42 years. All five Water Management Districts contract with the USGS for data collection services. Of the five districts, the NFWFMD cooperative program continues to have the lowest number of stations.

The program provides valuable water resource information and enables the District to maintain cooperating agency status with the USGS, which provides the District access to USGS maps, records, reports, computer databases/applications, and training. This JFA provides funding for the operation of continuous discharge and stage at five stations. The stations are operated by the USGS with data updated in real-time at the USGS website. The Telogia Creek station provides data for resource management and consumptive use regulation. The Apalachicola River and Yellow River stations provide information for flood warning and resource management. The Spring Creek station provides information for resource management as well as data for the Wakulla Minimum Flows and Minimum Levels program.

The joint funding agreement includes \$81,903 in District funding for Fiscal Year 2018-2019. The USGS is providing matching funds in the amount of \$38,910 to cover the total operational cost of the network of \$120,813. The total cost of the Spring Creek gauge is split between the District and the Department of Environmental Protection

Attachment: USGS Joint Funding Agreement # 19MCJFA0016



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559
P: (813) 498-5000
F: (813) 498-5002

August 6, 2018

Mr. Edward Chelette
Program Manager
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333

Dear Mr. Chelette:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2018 through September 30, 2019 in the amount of \$81,903 from your agency. U.S. Geological Survey contributions for this agreement are \$38,910 for a combined total of \$120,813. Please sign and return one fully-executed original to Susan W. Jones at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2018**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Ronald Knapp by phone number (850) 553-3675 or email rgknapp@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Susan Jones at phone number (813) 498-5009 or email at swjones@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

David M. Sumner, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
19MCJFA0016 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001073
Agreement #: 19MCJFA0016
Project #: MC00E2A
TIN #: 59-1530621

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Northwest Florida Water Management District party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$38,910.00 by the party of the first part during the period
October 1, 2018 to September 30, 2019
- (b) \$81,903.00 by the party of the second part during the period
October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001073
Agreement #: 19MCJFA0016
Project #: MC00E2A
TIN #: 59-1530621

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Ronald Knapp
Hydrologic Data Chief, Tallahassee
Address: 2639 North Monroe Street Suite A-200
Tallahassee, FL 32303
Telephone: (850) 553-3675
Fax: (850) 553-3641
Email: rgknapp@usgs.gov

Customer Technical Point of Contact

Name: Edward Chelette
Program Manager
Address: 81 Water Management Drive
Havana, FL 32333
Telephone: (850) 539-5999
Fax:
Email: Edward.Chelette@nwfwmnd.com

USGS Billing Point of Contact

Name: Susan Jones
Budget Analyst
Address: 4446 Pet Lane Suite 108
Lutz, FL 33559
Telephone: (813) 498-5009
Fax: (813) 498-5002
Email: swjones@usgs.gov
DUNS: 137783937


Customer Billing Point of Contact

Name: Edward Chelette
Program Manager
Address: 81 Water Management Drive
Havana, FL 32333
Telephone: (850) 539-5999
Fax:
Email: Edward.Chelette@nwfwmnd.com

U.S. Geological Survey
United States
Department of Interior

Northwest Florida Water Management District

Signature

By  Date: 08/06/2018
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

ATTACHMENT

Proposed 2018 Water Year Cooperative Streamflow Program, USGS and NWFWMD
Period of Performance: October 1, 2018 to September 30, 2019

July 19, 2018

Northwest Florida Water Management District

STATION NUMBER	STATION NAME	SW	QW	TOTAL	USGS CMF	NWFWMD Cost	Type	Coop
02327031	Spring Creek near Spring Creek, FL*	\$19,229	\$0	\$19,229	\$7,410	\$11,819	discharge	NWFWMD
02327031	Spring Creek (Rain Gage)*	\$1,045	\$0	\$1,045	\$0	\$1,045	Rain	NWFWMD
02327031	Spring Creek (Wind Speed and Direction)*	\$2,412	\$0	\$2,412	\$0	\$2,412	Wind	NWFWMD
02327031	Spring Creek (Specific Conductant and Temp)*	\$0	\$5,287	\$5,287	\$0	\$5,287	Temp, SC	NWFWMD
02330100	Telogia Creek near Bristol, FL	\$16,160	\$0	\$16,160	\$5,000	\$11,160	Discharge	NWFWMD
02358000	Apalachicola River at Chattahoochee, FL	\$16,160	\$0	\$16,160	\$5,000	\$11,160	Discharge	NWFWMD
02358000	Apalachicola River at Chattahoochee, FL (tbrg)	\$1,560	\$0	\$1,560	\$0	\$1,560	Rain	NWFWMD
02359170	Apalachicola River near Sumatra, FL (index-velocity)	\$28,700	\$0	\$28,700	\$10,750	\$17,950	Discharge	NWFWMD
02369600	Yellow River near Milton, FL	\$28,700	\$0	\$28,700	\$10,750	\$17,950	Discharge	NWFWMD
02369600	Yellow River near Milton, FL (tbrg)	\$1,560	\$0	\$1,560	\$0	\$1,560	Rain	NWFWMD
Totals		\$115,526	\$5,287	\$120,813	\$38,910	\$81,903		

* FDEP cost shares 1/3

Surface Water	Water Quality	Total
2019	2019	2019
115,526	5,287	120,813
76,616	5,287	81,903
38,910	0	38,910
Totals		
Northwest Florida WMD		
Cooperative Matching Funds		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director - Resource Management Division
Wendy Dugan, Director – Administration Division

FROM: Edward Chelette, Program Manager, Hydrologic Data Services Section

DATE: August 30, 2018

SUBJECT: Leon County and City of Tallahassee Stormwater Flow Monitoring

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to execute a contract to replace the revenue contract 17-062 with the City of Tallahassee and Leon County through Fiscal Year 2018–2019 for up to \$84,972.

Background:

The District has been assisting the City of Tallahassee and Leon County with the maintenance and operation of stormwater monitoring equipment for the last 26 years. This program now includes the operation of 56 surface water and rainfall data collection stations in the City and County. These stations provide storm event and base flow discharge data for all major drainage basins in Leon County. Continuous rainfall records are used in conjunction with the surface water discharge data to design and implement improvements in the Stormwater drainage system. Improvements to the drainage system help reduce flooding and improve water quality.

The attached agreement provides the District with up to \$84,972 from the City of Tallahassee and Leon County for all staff, information technology and equipment costs for Fiscal Year 2018-2019.

STORMWATER FLOW MONITORING CONTRACT

CONTRACT NO. 19-###

THIS STORMWATER FLOW MONITORING CONTRACT (the "Contract"), is entered into the last date of approval noted below, by and among the CITY OF TALLAHASSEE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter called the "CITY", LEON COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, an agency operating under the authority of Chapter 373, Florida Statutes, hereinafter called the "DISTRICT";

WITNESSETH:

That for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of the said parties, respectively, it is mutually understood and agreed as follows:

1. That the DISTRICT, having personnel knowledgeable in the areas of hydraulics and hydrology and being located and operating near Tallahassee and Leon County, has submitted, at the request of the CITY and COUNTY, a proposal to provide services for the Operation and Maintenance of a stormwater monitoring program described in "Attachment A – Joint Stormwater Monitoring Program" and attached hereto and made a part hereof by reference.
2. That the CITY and COUNTY have selected the DISTRICT as Contractor to furnish all labor, equipment, and materials to accomplish the scope of work described in "Attachment A- Joint Stormwater Monitoring Program". The DISTRICT will complete the work described in "Attachment A - Joint Stormwater Monitoring Program". The DISTRICT agrees to maintain existing and, as needed, provide additional stormwater monitoring equipment for the monitoring stations listed in "Attachment A - Joint Stormwater Monitoring Program" for the duration of this Contract. Under this Contract, all stormwater monitoring equipment operated, maintained, purchased or replaced for "Attachment A- Joint Stormwater Monitoring Program", shall remain as property of the DISTRICT, except platforms used to mount monitoring equipment.
3. **That the CITY and COUNTY agree to share equally the payment of the lump sum fee of \$41,877 to the DISTRICT for the services in "Attachment A – Joint Stormwater Monitoring Program".**
4. That the CITY has requested additional monitoring services described in "Attachment B – City of Tallahassee Supplementary Monitoring Services" and attached hereto and made a part hereof by reference. The DISTRICT will complete the work as described in "Attachment B – City of Tallahassee Supplementary Monitoring Services". The CITY maintains ownership of the equipment and materials for stations described in "Attachment B – City of Tallahassee Supplementary Monitoring Services" and the CITY will be responsible for repair costs, replacement equipment and materials at monitoring stations listed in "Attachment B – City of Tallahassee Supplementary Monitoring Services".
5. **That the CITY agrees to pay the lump sum fee of no more than \$26,800 to the DISTRICT for the services in "Attachment B – City of Tallahassee Supplementary Monitoring Services".**

6. That the COUNTY has requested additional monitoring services described in “Attachment C – Leon County Supplementary Monitoring Services” and attached hereto and made a part hereof by reference. The DISTRICT will complete the work as described in “Attachment C – Leon County Supplementary Monitoring Services”. The COUNTY maintains ownership of the equipment and materials for stations described in “Attachment C – Leon County Supplementary Monitoring Services” and the COUNTY will be responsible for repair costs, replacement equipment and materials at monitoring stations listed in “Attachment C – Leon County Supplementary Monitoring Services”.
7. **That the COUNTY agrees to pay the lump sum fee of no more than \$16,285 to the DISTRICT for the services in “Attachment C – Leon County Supplementary Monitoring Services”.**
8. That the DISTRICT agrees to perform the work for the period beginning October 1, 2016, and ending September 30, 2017. The CITY will pay the DISTRICT a total lump sum fee of \$58,625 for (i) the CITY’S equal share of the costs set forth in “Attachment A – Joint Stormwater Monitoring Program” and (ii) the CITY’S sole obligation for the costs set forth in “Attachment B – City of Tallahassee Supplementary Monitoring Services”. The COUNTY will pay the DISTRICT a total lump sum fee of \$44,729 for (i) the COUNTY’S equal share of the costs set forth in “Attachment A – Joint Stormwater Monitoring Program” and (ii) the COUNTY’S sole obligation for the costs set forth in “Attachment C – Leon County Supplementary Monitoring Services”.
9. That the DISTRICT shall separately invoice both the CITY and COUNTY on no more than a quarterly basis for their prorated share of these services.
10. That the DISTRICT agrees to maintain sufficient professional and technical staffing to ensure timely and competent completion of this Contract.
11. That the CITY and COUNTY agree that maintenance and repair of monitoring equipment, data processing and data delivery by the DISTRICT shall occur between the hours of 8:00 AM to 5:30 PM excluding weekends and holidays. Exceptions may be made at the sole discretion of the DISTRICT.
12. That the CITY and COUNTY agree that the DISTRICT DOES NOT guarantee immediate, real-time or near real-time access to any data stored on or passed through DISTRICT systems, including, but not limited to: the DISTRICT’S databases, the DISTRICT’S Aquarius Hydrologic WebPortal, the DISTRICT’S Virtual Private Network, the DISTRICT’S data acquisition software, or any other software or hardware owned or operated by the DISTRICT.
13. That the DISTRICT will provide Hydrologic WebPortal training and assistance to CITY and COUNTY staff to facilitate on-demand data access and data acquisition for data subject to quality assurance and quality control processes.
14. That the DISTRICT will provide authorization and co-ordination of access to Read Only Views of Cloud based data storage to the CITY and COUNTY for use in any services that may be selected by the CITY and/or the COUNTY to satisfy data delivery and data interface needs. These alternative services may operate using or in coordination with

Monitoring Programs and Services that are a part of this Contract by reference. Any access to the data or data processing applications other than the Read Only Views referenced above shall require DISTRICT approval and an Amendment to this Contract to include any additional costs associated with changes to access.

15. That the CITY, COUNTY and DISTRICT agree that any changes to this Contract will be preceded by written approval.
 - A. A Change Order to this Contract is required for changes in Scope that do not involve changes to the cost of Operation and Maintenance. Changes in Scope include, but are not limited to, alteration of the telemetry system, coordination with a Third Party, or collection of additional field observations. Determination of changes to the cost of Operation and Maintenance are at the sole discretion of the DISTRICT. All Change Orders will identify all parties subject to contractual changes resulting from the Change Order and are subject to the mutual agreement of all identified parties as evidenced in writing and must be signed by all identified parties in order to be effective.
 - B. A formal Amendment to this Contract is required for changes which cause an increase or decrease in the cost of Operation and Maintenance. Determination of changes to the cost of Operation and Maintenance are at the sole discretion of the DISTRICT. All Amendments are subject to the mutual agreement of all parties for whom the Amendment applies as evidenced in writing and signed by all applicable parties in order to be effective.
16. That the CITY and COUNTY shall have the option to separately amend the Contract to request the DISTRICT to provide additional monitoring services in accordance with the fee schedule described in "ATTACHMENT D – Cost Schedule – Supplementary Monitoring Services" which is attached hereto and made part hereof by reference. Compensation for additional monitoring services shall be invoiced on a prorated basis to the party requesting the services in accordance with the fee schedule described in "ATTACHMENT D – Cost Schedule – Supplementary Monitoring Services".
17. That the continuation of this monitoring program in subsequent years shall be subject to renegotiation of the services and fees and appropriation of funding for this program by the CITY, COUNTY and DISTRICT in their respective budgets and execution of an amendment to extend the Contract by the CITY, COUNTY and DISTRICT.
18. That in the event the CITY and COUNTY terminate this Contract, the DISTRICT shall be compensated for work completed and for any irrevocable commitments for procurement of materials or services for this Contract by the DISTRICT. The DISTRICT agrees that it will make no such commitments after receiving written notification of termination.
19. That the CITY and COUNTY shall have access to any books, documents, papers, and records of the DISTRICT directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The DISTRICT shall provide stormwater data collected on this project in a digital format to the CITY and COUNTY on a monthly basis and shall provide summary reports on a quarterly basis with the fourth quarter report being a yearly summary. The DISTRICT shall maintain required records including stormwater data and other records pertinent to this Contract for five years after the CITY and COUNTY make final payment and all other pending matters are closed.

20. That the CITY and COUNTY shall agree to cooperate with an inspector general in any investigation, audit, inspection, review or hearing pursuant to s. 20.055(5), F.S.
21. That all notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
22. That the DISTRICT's Contract Manager (which may also be referred to as the DISTRICT's Project Manager) at the time of execution for this Agreement is identified below.

Edward Chelette, or his Successor	
Northwest Florida Water Management District	
Hydrologic Data Services Section	
81 Water Management Drive	
Havana, Florida 32333	
Telephone No.:	(850) 539-5999
E-mail Address:	Edward.Chelette@nwfwater.com

The CITY's Contract Manager (which may also be referred to as the CITY's Project Manager) at the time of execution for this Agreement is identified below.

David Henry, or his Successor	
City of Tallahassee	
Stormwater Management, Underground Utilities Department	
435 North Macomb Street	
Tallahassee, Florida 32301	
Telephone No.:	(850) 891-6877
E-mail Address:	David.Henry@talgov.com

The COUNTY's Contract Manager (which may also be referred to as the COUNTY's Project Manager) at the time of execution for this Agreement is identified below.

Theresa B. Heiker, or her Successor	
Leon County Public Works Department	
Engineering Services Division	
2280 Miccosukee Road	
Tallahassee, Florida 32308	
Telephone No.:	(850) 606-1526
E-mail Address:	HeikerT@leoncountyfl.gov

23. That it is expressly understood and agreed that this Contract states the entire agreement of the Parties, and that the Parties are not bound by any stipulations, representations, or promises, not included in this Contract.

LEON COUNTY, FLORIDA

By: _____
Purchasing Director

Date: _____

ATTEST:

Approved as to Form:
Leon County Attorney's Office

Gwen Marshall, Clerk of the Circuit Court and
Comptroller, Leon County, Florida

By: _____
County Attorney

By: _____

Date: _____

Date: _____

CITY OF TALLAHASSEE

ATTEST:

By: _____
City Treasurer-Clerk

By: _____
City Manager

Date: _____

Date: _____

Approved as to Form:
City Attorney's Office

By: _____
City Attorney

Date: _____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Brett Cyphers
Executive Director

Date: _____

List of attachments/exhibits included:

Attachment	A	Joint Stormwater Monitoring Program	(1 page)
Attachment	B	City of Tallahassee Supplementary Monitoring Services	(2 pages)
Attachment	C	Leon County Supplementary Monitoring Services	(2 pages)
Attachment	D	Cost Schedule – Supplementary Monitoring Services	(1 page)
Attachment	E	Property Transfer for Supplementary Monitoring Services	(1 page)
Exhibit	1	Map – Leon County & Tallahassee Hydrologic Data Stations 2016	(1 page)
Exhibit	2	Map – City of Tallahassee Hydrologic Data Stations 2016	(1 page)
Exhibit	3	Map – Leon County Hydrologic Data Stations 2016	(1 page)

ATTACHMENT A

Joint Stormwater Monitoring Program

The Stormwater Flow Monitoring Program includes twenty-seven (27) surface water and rainfall data collection stations in the City of Tallahassee and Leon County. The cost estimates and scope of work for maintaining and operating this program are outlined below.

This monitoring program is intended to collect dry weather and storm event stage and discharge data at major outfall locations in Leon County and the City of Tallahassee, Florida. The data collected in this program will aid in partially fulfilling U.S. Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) stormwater regulation requirements. More specifically the data will: provide continuing records of precipitation and surface water discharges; provide flow volumes which will aid in estimating annual pollutant loads; aid to verify improvements as a result of actions taken under the City/County Comprehensive Stormwater Management Plan. The data will also assist in updating hydrologic and flooding elevation data as actual growth and development occurs.

Monitoring Station Descriptions			
<u>Station Type</u>	<u>Station Count</u>	<u>Station Map Number (see attached map)</u>	
Stream Stage	4	19 ^(a) , 39 ^(a) , 660 ^(a) , 750 ^(a)	
Rainfall	10	602 ^(a) , 605 ^(a) , 606, 610 ^(a) , 613 ^(a) , 616 ^(a) , 623 ^(a) , 626 ^(a) , 628 ^(a) , 631 ^(a)	
Stream Stage + Rainfall	1	125/125	
Stream Discharge	10	4, 6, 10 ^(a) , 14, 15 ^(a) , 20 ^(a) , 35 ^(a) , 72 ^(a) , 100 ^(a) , 128	
Stream Discharge + Rainfall	2	3/601 ^(a) , 31/618 ^(a)	
TOTAL STATIONS	27		
Annual Station Operation and Maintenance ^(b)			
<u>Station Type</u>	<u>Station Count</u>	<u>Annual Cost Per Station</u>	<u>Total Cost</u>
Stream Stage	4	\$1,265.00	\$ 5,060.00
Rainfall	10	\$1,415.00	\$ 14,150.00
Stream Discharge	10	\$1,745.00	\$ 17,450.00
Stream Stage + Rainfall	1	\$1,445.00	\$ 1,445.00
Stream Discharge + Rainfall	2	\$1,765.00	\$ 3,530.00
TOTAL OPERATION AND MAINTENANCE			\$ 41,635.00
Annual Data & Telemetry Services			
<u>Service</u>	<u>Station Count</u>	<u>Annual Cost Per Station</u>	<u>Total Cost</u>
Telemetry and Cloud data storage with read only access	21	\$45.00	\$ 252.00
TOTAL DATA & TELEMETRY SERVICE			\$ 252.00
TOTAL PROJECT COST			\$ 41,887.00
City of Tallahassee Annual Cost (50% of Total Project Cost)			\$ 20,943.50
Leon County Annual Cost (50% of Total Project Cost)			\$ 20,943.50

(a) Site uses Verizon telemetry

(b) Station Operation and Maintenance includes: maintenance, operation, repair and replacement of equipment, data retrieval in a computerized format, discharge measurements at stream stations, computation of station flow rating at stream discharge stations, storage of data in DISTRICT databases, quarterly data reports, and delivery of digital data.

ATTACHMENT B

City of Tallahassee Supplementary Monitoring Services

1. The City of Tallahassee Supplementary Monitoring Services includes the operation and maintenance of 23 surface water and rainfall data collection stations for the CITY. The cost estimates for maintaining and operating this program are provided below. These monitoring stations will provide hydrologic data for the CITY. Operation of individual stations can be discontinued by Change Order at the request of the CITY during the period of this Contract. The District will invoice the CITY quarterly for the prorated operational costs for active stations.

Annual Operation and Maintenance Services			
<u>Station Type</u>	<u>Station Count</u>	<u>Station Location (map number)</u>	<u>Annual Cost ^(b)</u>
Stage	6	Southwood Stormwater Ponds (698, 699)	\$ 5,190.00
		Regional Stormwater Facility (688)	
		East Drainage Ditch Stations (831, 832, 833)	
Telemetered Stage	5	Killearn Lake Stations (784 ^(a) , 785 ^(a) , 786 ^(a)) Central DD, Boone Blvd (687 ^(a) , 689)	\$ 4,325.00
Telemetered Rainfall	6	City Rainfall Network (681 ^(a) , 682 ^(a) , 683 ^(a) , 684 ^(a) , 685 ^(a) , 686 ^(a))	\$ 6,090.00
Maintenance of ALERT Equipment	6	City "ALERT" Network (681, 682, 683, 684, 685, 686)	\$ 1,500.00
Annual Equipment Repair and Replacement (10% basis)			
Repair and Replacement	23	Repair or replacement of pressure transducers, tipping buckets, data loggers, telemetry equipment, antennas, solar panels, and NEMA4 enclosures. Expended and invoiced on an as needed basis not to exceed:	\$ 9,200.00
Annual Data & Telemetry Services			
Telemetry and Cloud data storage	10	Cellular telemetry and Cloud based data processing with read only access for direct data acquisition by COT or COT contractors.	\$ 450.00
TOTAL SUPPLEMENTARY SERVICES - City of Tallahassee			\$ 26,755.00

(a) Site uses Verizon telemetry.

(b) Annual cost for Station Operation and Maintenance excluding ALERT surcharge, is \$865 for stage stations, and \$1,015 for rainfall stations. Surcharge for maintenance of ALERT equipment is \$250.00 per station per year. Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine-readable format, display of and access to telemetered and downloaded data on the DISTRICT website, storage of data in DISTRICT databases, quarterly status reports, and delivery of digital data.

2. All equipment purchased for the City of Tallahassee Supplementary Monitoring Services shall remain as property of the CITY.
 - A. New equipment shall be purchased on an as-needed basis to replace City of Tallahassee Supplementary Monitoring equipment that has become non-functional or lost due to storm damage or theft. Upon receipt of replacement equipment the District will provide the CITY the following information for each piece of equipment: Name of equipment manufacturer, Model number, Serial number, and Cost

- B. Equipment repairs and purchases will be invoiced on a quarterly basis as acquired, not to exceed \$6,800 unless increased through Amendment of this Agreement. Invoice for equipment reimbursement shall be accompanied by supporting documentation.
- C. The District will provide an annual inventory report with the final quarterly report that shall include the model, serial number, Inventory Control ID if provided by the City, current location of the item, and current condition of the item (New, Good, Fair, Poor, Nonfunctional).
- D. Equipment deemed by the District as no longer functional due to damage or obsolescence will be returned to the City Stormwater Management, Underground Utilities Department. Equipment returned to the City will be documented by a completed and signed Property Transfer (Attachment E.)
- E. The District will maintain two (2) additional tipping buckets (rainfall gauges) to allow for laboratory calibrations and rotation of field equipment on a quarterly basis.
- A. The District will retain up to two (2) Data Loggers with cellular modems at District Headquarters as back-up inventory. In the event a back-up logger or modem needs to be deployed it shall be replaced by the repaired equipment or, if the non-functional equipment cannot be repaired, by a new equipment. Purchase of new equipment will be contingent on available Repair and Replacement funds.
- F. The District will retain only repaired City pressure transducers as back-up equipment, when available, due to the high variability in cable lengths between stations.
- G. **REPLACEMENT OF EQUIPMENT MAY TAKE SEVERAL WEEKS.** Production and delivery of new equipment or warranty repairs may exceed 30 days. After receipt of replacement equipment and/or replacement parts, repairs shall be completed by the District in no more than 10 calendar days.

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ATTACHMENT C

Leon County Supplementary Monitoring Services

1. The Leon County Supplementary Monitoring Services includes the operation and maintenance of 11 surface water and rainfall data collection stations. The cost estimates for maintaining and operating this program are provided below. These monitoring stations will provide hydrologic data for the COUNTY. Operation of individual stations can be discontinued by Change Order at the request of the COUNTY during the period of this Contract. The District will invoice the COUNTY quarterly for the pro-rated operational costs for active stations.

Annual Operation and Maintenance Services			
<u>Station Type</u>	<u>Station Count</u>	<u>Station Location (map number)</u>	<u>Annual Cost ^(c)</u>
Stage	1	Lauder Pond (680)	\$ 865.00
Telemetered Rainfall	6	Commonwealth Blvd (648 ^(b)) Capitol Area Flood Warning Network (654 ^(a) , 753 ^(a) , 803 ^(a) , 804 ^(a) , 875 ^(a))	\$ 6,090.00
Telemetered Stage + Rainfall	3	Capitol Area Flood Warning Network (555 ^(a) , 729 ^(a) , 810 ^(a))	\$ 3,135.00
Telemetered Stage + Discharge	1	Lake Munson Outfall (776 ^(a))	\$ 1,345.00
Annual Equipment Repair and Replacement (10% basis)			
Repair and Replacement	11	Repair or replacement of pressure transducers, tipping buckets, data loggers, telemetry equipment, antennas, solar panels, and NEMA4 enclosures. Expended and invoiced on an as needed basis not to exceed:	\$ 4,400.00
Annual Data & Telemetry Services			
Telemetry and Cloud data storage	10	Cellular telemetry and Cloud based data processing with read only access for direct data acquisition by Leon County or Leon County contractors.	\$ 450.00
TOTAL SUPPLEMENTARY SERVICES - Leon County			\$ 16,285.00

(a) Site uses Verizon telemetry.

(b) Annual cost for Station Operation and Maintenance is \$865 for stage stations, \$1,015 for rainfall stations, \$1,0145 for stage + rainfall stations, \$1,345 for stage + discharge stations. Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine readable format, display of and access to telemetered and downloaded data on the DISTRICT website, storage of data in DISTRICT databases, quarterly status reports, and delivery of digital data.

2. All equipment purchased for the Leon County Supplementary Monitoring Services shall remain as property of the County.
 - B. New equipment shall be purchased on an as-needed basis to replace Leon County Supplementary Monitoring equipment that has become non-functional or lost due to storm damage or theft. Upon receipt of replacement equipment, the District will provide the COUNTY the following information for each piece of equipment: Name of equipment manufacturer, Model number, Serial number, and Cost.

- C. Equipment repairs and purchases will be invoiced on a quarterly basis as acquired, not to exceed \$4,400 unless increased through Amendment of this Agreement. Invoice for equipment reimbursement shall be accompanied by supporting documentation.
- D. The District will provide an annual inventory report with the final quarterly report that shall include the model, serial number, Inventory Control ID if provided by the County, current location of the item, and current condition of the item (New, Good, Fair, Poor, Nonfunctional).
- E. Equipment deemed by the District as no longer functional due to damage or obsolescence will be returned to the Leon County Public Works Department. Equipment returned to the County will be documented by a completed and signed Property Transfer (Attachment E.)
- F. The District will maintain two (2) additional tipping buckets (rainfall gauges) to allow for laboratory calibrations and rotation of field equipment on a quarterly basis.
- G. The District will retain up to two (2) Data Loggers with cellular modems at District Headquarters as back-up inventory. In the event a back-up logger or modem needs to be deployed it shall be replaced by the repaired equipment or, if the non-functional equipment cannot be repaired, by a new equipment. Purchase of new equipment will be contingent on available Repair and Replacement funds.
- H. The District will retain only repaired County pressure transducers as back-up equipment, when available, due to the high variability in cable lengths between stations.
- I. **REPLACEMENT OF EQUIPMENT MAY TAKE SEVERAL WEEKS.** Production and delivery of new equipment or warranty repairs may exceed 30 days. After receipt of replacement equipment and/or replacement parts, repairs shall be completed by the District in no more than 10 calendar days.

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ATTACHMENT D

Cost Schedule – Supplementary Monitoring Services

<u>A. New Stream Station Estimated Installation Costs</u>	<u>Estimated Unit Price</u>
Construction materials and supplies	\$ 400.00
Data logger, battery, cables	\$1,825.00
Water level sensor (high resolution, w/lightning ground system.)	\$1,525.00
Station installation labor	<u>\$2,100.00</u>
Total Cost:	\$5,850.00^(a)
<u>B. New Rainfall Station Estimated Installation Costs</u>	<u>Estimated Unit Price</u>
Construction materials and supplies	\$ 400.00
Data logger, battery, cables	\$1,825.00
Hydrologic Services – TB3 tipping bucket w/mount	\$1,075.00
Station installation labor	<u>\$1,300.00</u>
Total Cost:	\$4,600.00^(a)
<u>C. New Telemetry System Estimated Installation Costs</u>	<u>Estimated Unit Price</u>
Construction materials and supplies	\$ 300.00
Communication equipment	\$ 575.00
Communication programming	\$ 250.00
System installation labor	\$ 900.00
Total Cost:	\$2,025.00^(b)
<u>D. Annual Data & Telemetry Service Fees</u> ^(c)	
Cellular telemetry and Cloud based data processing with read only access for direct data acquisition by Leon County or Leon County contractors.	\$ 45.00 per year per station

Station Operation and Maintenance Costs (Does not include equipment repair or replacement costs)

<u>Station Type</u>	<u>Annual Cost</u> ^(d)
Stage Station Operational Cost	\$ 865.00
Rainfall Station Operational Cost	\$1,015.00
Stage+Rainfall Station Operational Cost	\$1,045.00
Stage+Discharge Station Operational Cost	\$1,345.00
Stage+Discharge+Rainfall Station Operational Cost	\$1,365.00
Stage+Discharge+Velocity Station Operational Cost	\$1,950.00

- (a) Equipment, materials, and installation costs are for non-telemetered stream and rainfall stations. Charges will be limited to actual expenses incurred.
- (b) Cost of addition of telemetry to a new or existing monitoring station. Charges will be limited to actual expenses incurred.
- (c) Verizon data telemetry service government rate as of 8/1/2017, \$ 0.10/MB
- (d) Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine readable format, display of and access to telemetered and downloaded data on the DISTRICT website, storage of data in DISTRICT databases, quarterly status reports, and delivery of digital data collected on the Project through the DISTRICT Aquarius Hydrologic WebPortal, through ftp, or through electronic mail. **Cost of equipment repair and replacement is not included.**

ATTACHMENT E

Property Transfer for Supplementary Monitoring Services

Date: _____ Property Owner: City of Tallahassee ☐ Leon County ☐

Property Description: _____

Manufacturer: _____

Model: _____

Serial Number: _____

Invoice/PO #: _____ Purchase Date: _____

Other: _____

Deployment History:

Location: _____ Date Deployed: _____

Date Removed: _____

Location: _____ Date Deployed: _____

Date Removed: _____

Location: _____ Date Deployed: _____

Date Removed: _____

Location: _____ Date Deployed: _____

Date Removed: _____

Transfer Information:

Received By: _____

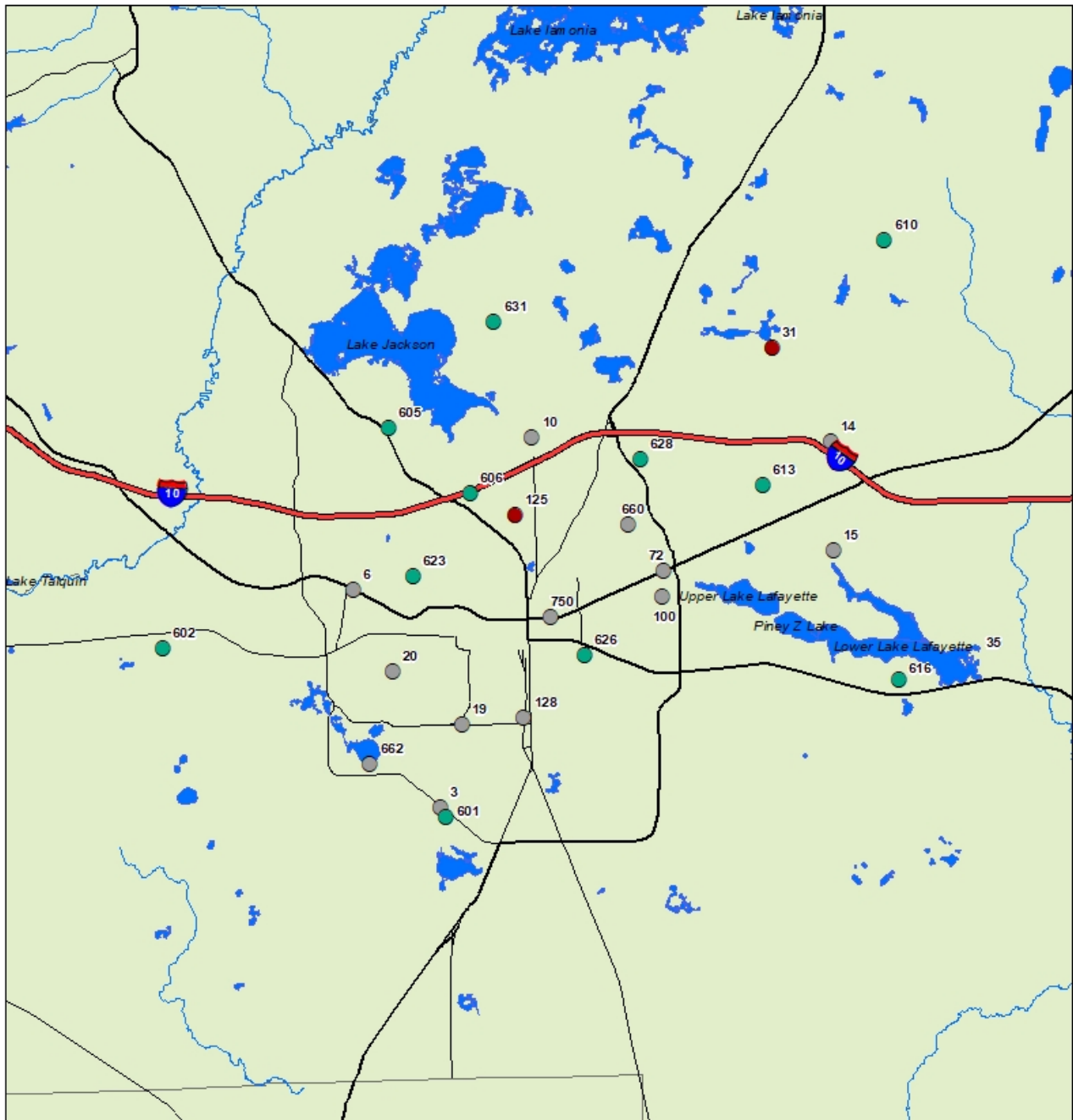
Received Date: _____

Condition: NEW GOOD FAIR POOR NONFUNCTIONAL DESTROYED

Signature (District Custodian)

Signature (Receiving Party)

EXHIBIT 1 Joint Hydrologic Data Stations – 2018



Monitor Stations

- Discharge
- Discharge + Rain
- Discharge + WQ
- Rain
- Stage
- Stage + Rain

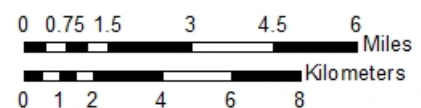
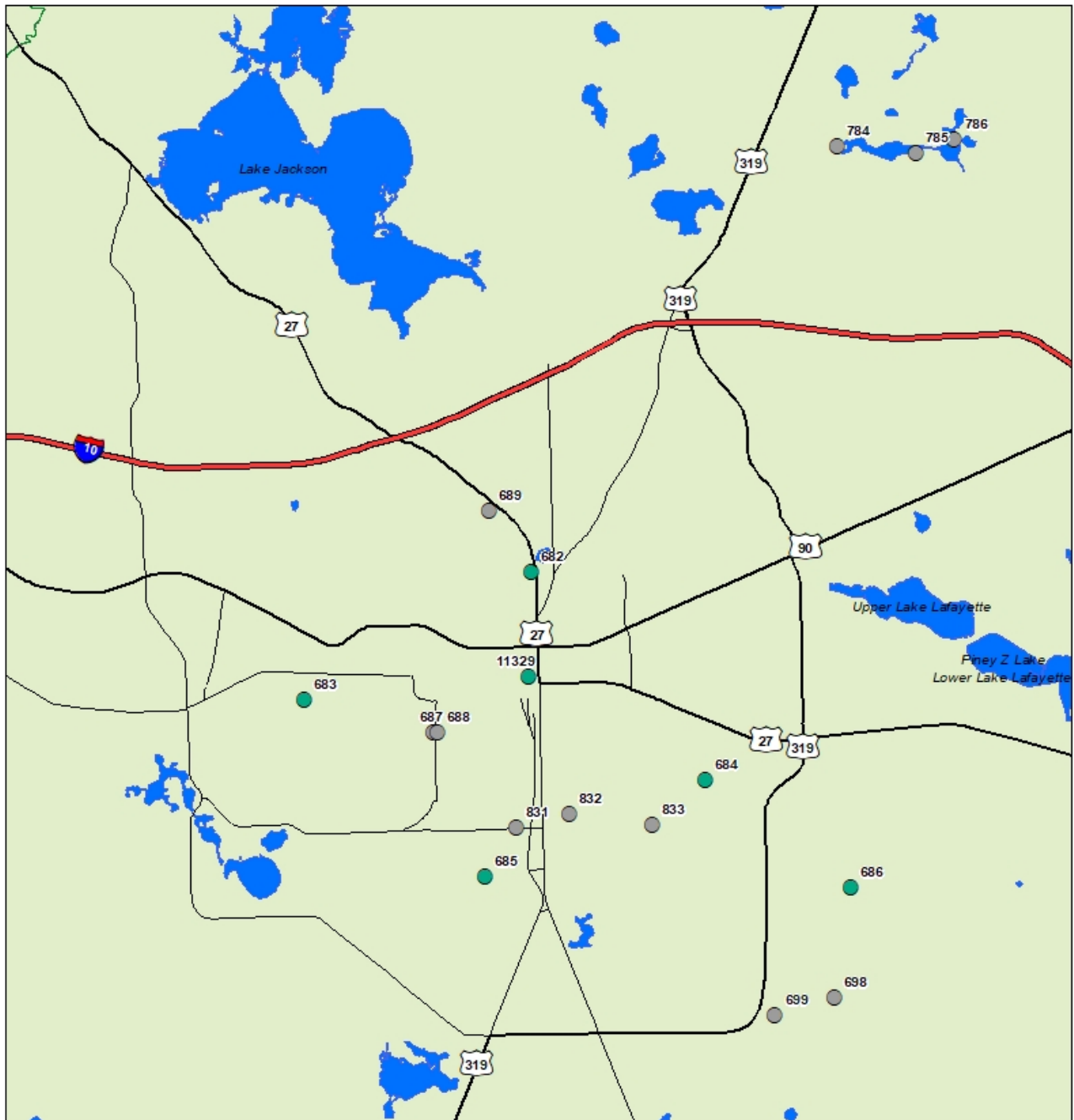


EXHIBIT 2

City of Tallahassee Hydrologic Data Stations – 2018



Monitor Stations

- Discharge
- Discharge + Rain
- Discharge + WQ
- Rain
- Stage
- Stage + Rain

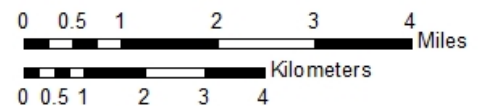
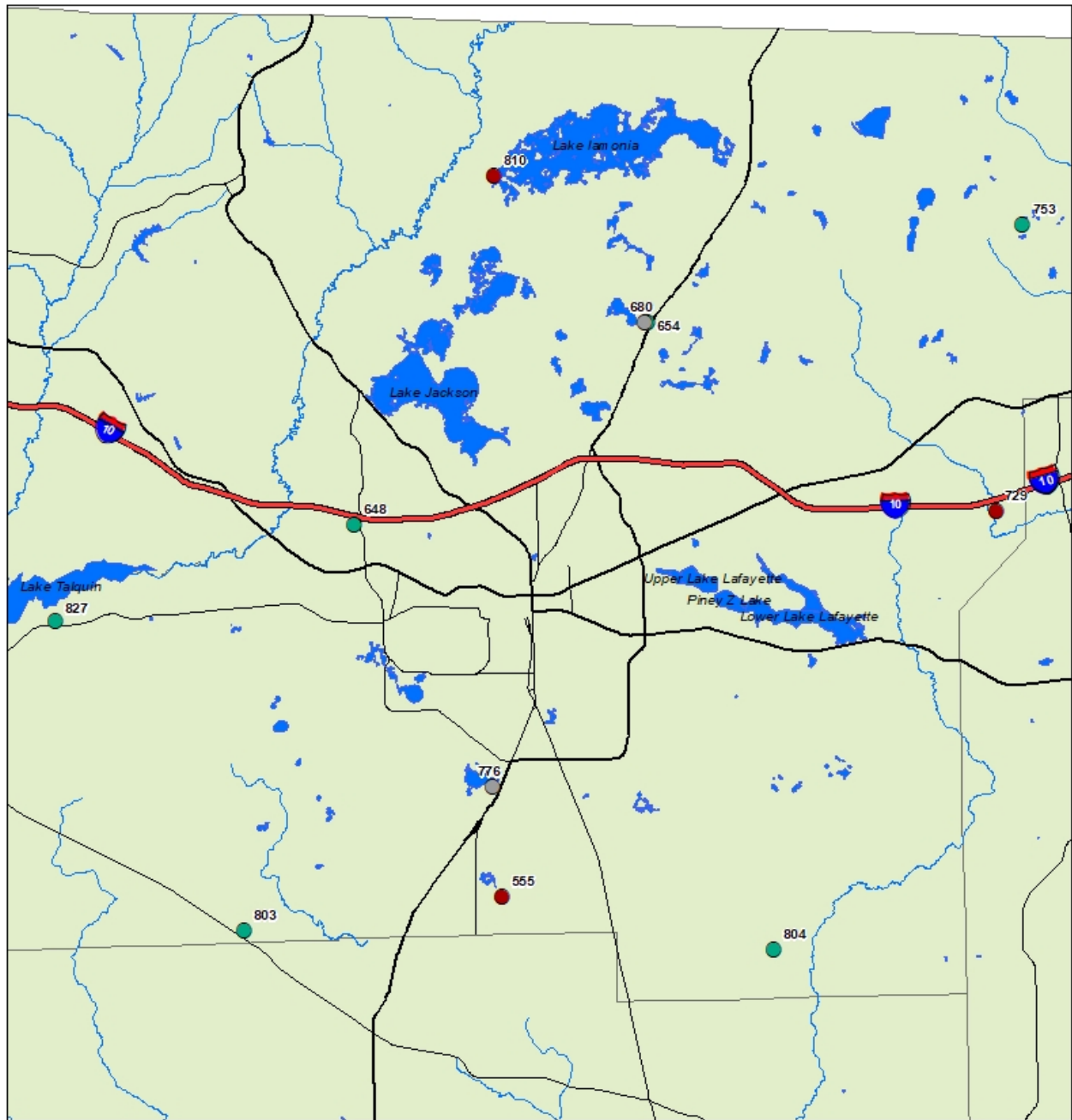


EXHIBIT 3

Leon County Hydrologic Data Stations – 2018



Monitor Stations

- Discharge
- Discharge + Rain
- Discharge + WQ
- Rain
- Stage
- Stage + Rain



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Resource Management Division
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: David Clayton, Environmental Scientist IV

DATE: August 16, 2018

SUBJECT: Consideration of Fiscal Year 2018-2019 Contractual Services to Support the District's Regional Wetland Mitigation Program

Recommendation

Staff recommends the Governing Board authorize the Executive Director to approve expenditures up to \$624,145 for contractual ecological and restoration services to support the District's Regional Mitigation Program for fiscal year (FY) 2018-2019, contingent upon approval of the District's FY 2018-2019 budget.

Background

The District supports the Florida Department of Transportation (FDOT) by providing wetland mitigation for transportation improvements in northwest Florida, pursuant to section 373.4137, Florida Statutes. The District only provides mitigation services for FDOT where services from private wetland mitigation banks are unavailable. Approximately two-thirds of northwest Florida is presently outside the service area of any private mitigation bank. The District's mitigation projects meet both the state and federal wetland permitting requirements and are critical to the success of priority FDOT transportation projects. The District's regional wetland mitigation program includes the Sand Hill Lakes Mitigation Bank, seven sites established under an In-Lieu Fee instrument permitted by the U.S. Army Corps of Engineers, and other individual projects that supporting FDOT mitigation needs.

Since its inception, the District has implemented 31 wetland mitigation projects that have compensated for 323 acres of direct wetland impacts and allowed 66 road improvement projects to be implemented. Among the many FDOT transportation projects made possible with District support have been the widening of U.S. Highway 98; U.S. Highway 331 roadway and bridge improvements; the St. George Island Bridge replacement; and widening projects for State Road 87, State Road 77, and State Road 79.

Activities Planned for Fiscal Year 2018-2019

During FY 2018-2019, restoration activities will be focused at the Dutex, Ward Creek West, and Lafayette Creek mitigation sites and at the Sand Hill Lakes Mitigation Bank. While many restoration activities are conducted by District's Asset Management Division staff, private contractual services are critical to ensure timely and effective implementation of the District's mitigation program.

Planned ecological and land management services include vegetation management and restoration for approximately 250 acres of hardwoods and shrubs at the Dutex, Lafayette Creek, and Ward Creek West properties; prescribed contract burning on 1,400 acres across several sites; and re-establishment of natural wetland vegetation on approximately 100 acres. Other habitat management services, monitoring, and reporting will also be conducted as required to implement approved mitigation plans and meet specific permit conditions. For FY 2018-2019, expenditures for ecological services and restoration management activities are not anticipated to exceed \$624,145. Funding for these activities is provided by FDOT.

Prescribed fire is an essential component of District mitigation and land management programs, because many of the natural communities within the Florida Panhandle are maintained by frequent fires. Since hardwoods and fire-intolerant shrub species outcompete and replace desirable native vegetation in the absence of fire, reintroduction of frequent burns is critical to restoration success. Mechanical and chemical nuisance shrub eradication is also an important component of the mitigation program, often complementing prescribed fire.

Fiscal Year 2017-2018 Accomplishments

Restoration activities conducted during FY 2017-2018 included prescribed fire, shrub reduction, native species planting, exotic species eradication, and annual monitoring. Specific restoration projects were conducted at Dutex (Escambia County), Lafayette Creek (Walton County), Perdido Phase II (Escambia County), Plum Creek (Washington County), the Sand Hill Lakes Mitigation Bank (Washington County), Ward Creek West (Bay County), and Yellow River Ranch (Santa Rosa County). Approximately 1,172 acres of mitigation lands were burned during FY 2017-2018, including sand hills, wet prairie and hydric pine flatwoods. Longleaf pine was planted within 15 acres of sand hill restoration at the Sand Hill Lakes Mitigation Bank. Shrub reduction activities were completed on 335 acres during the current fiscal year. Where appropriate conditions have been established, replanting has been conducted to reestablish desirable species.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Asset Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Lennie Zeiler, Director, Division of Asset Management

DATE: August 28, 2018

SUBJECT: Presentation on the Development of Additional District Land Management Plans and the Required Reporting Associated with Land Management Review Teams

Recommendation

Staff recommends the Governing Board accept this memo and presentation as the report on land management review team findings. In addition, staff seeks the committee's input on the pending land management plan objectives and land management plan development.

Background

The District is required to establish management review teams that conduct periodic reviews to determine whether District lands are being managed for the purposes for which they were acquired and in accordance with land management objectives. By October 1 of each year, the District is to provide its Governing Board with a report indicating which properties have been reviewed and the review team's findings.

The District has two land management plans in place – Sandhill Lake Mitigation Bank in Washington County and Phipps Park in Leon County. The Florida Fish and Wildlife Conservation Commission (FWC) provides the District an annual report on the mitigation activities and results for the Sandhill Lake Mitigation Bank. The most recent report was presented to the Governing Board on May 10, 2018. Phipps Park has an advisory committee that meets semi-annually. The Phipps Park Advisory Committee's last two meetings occurred on October 4, 2017 and February 13, 2018.

The District's wetland mitigation program also has detailed, active mitigation plans for six additional projects on other District-owned lands. Although not typical land management plans, the mitigation plans are more robust in their nature. These mitigation plans were initially approved by the U.S. Army Corps of Engineers and Florida Department of Environmental Protection in conjunction with a mitigation review team consisting of representatives of the FWC, U.S. Fish and

Wildlife Service, Florida Department of Transportation, National Marine Fisheries Service, and U.S. Environmental Protection Agency. The mitigation plans are also reviewed by District staff every six months for compliance with restoration and management goals. Monitoring reports are completed and submitted to state and federal permitting agencies for compliance review. The periodicity of monitoring reports varies based on permit requirements. Most sites are monitored twice for the first year and annually thereafter.

To further the District's efforts in land management planning, the District has issued a Request for Proposals (RFP 18-007) seeking qualified firms to provide contractual services to assist in preparing land management plans for the remaining parcels. The proposals will be opened on September 12, 2018 and evaluated by a three-member selection team which will finalize its rankings on September 21, 2018, during a public meeting. The results will be presented to the Asset Management Committee on October 11, 2018.

The desired outcome of this planning effort is succinct land management plans for District-owned lands that primarily focus on the protection of water resources and the associated conservation of natural systems based on scientific, technical, and historic understanding of District's resources and how to best manage, develop, and protect the critical surface and subsurface water resources on these lands. Land management plans will assist the District in making resource allocations that achieve desired outcomes and measure results in achieving those outcomes.

Staff proposes to develop three regional land management plans representing the Bureau of Land Management's operational designations and related water management areas.

West – Perdido River, Escambia River, Blackwater River, Yellow River and Garcon Point

Central – Choctawhatchee River, Holmes Creek, and Econfinia Creek

East – Chipola River, Apalachicola River and Elinor Klapp-Phipps Park

Completed land management plans will establish a baseline that enables the Governing Board, District, and Land Management Review Teams to:

- 1) Conduct an evaluation of the extent to which the land is being managed for the purposes for which it was acquired and the degree to which actual management practices, including public access, are in compliance with the adopted management plan.
- 2) Conduct an evaluation of the extent to which the existing management plans provide:
 - a. Sufficient protection to threatened or endangered species;
 - b. Unique or important natural or physical features;
 - c. Geological or hydrological functions; or
 - d. Archaeological features.
- 3) Provide an annual report of properties reviewed and the findings of the Land Management Review Team.

Staff anticipates the following schedule, subject to consultant selection and availability:

Regional Land Management Plan Development

East Region – Draft to Executive Director December 2018, Governing Board June 2019

West Region – Draft to Executive Director December 2019, Governing Board June 2020

Central Region – Draft to Executive Director December 2020, Governing Board June 2021

Land Management Review Teams

East Region – Review to be conducted in Fall 2022

West Region – Review to be conducted in Fall 2023

Central Region – Review to be conducted in Fall 2024

LZ/cb

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Asset Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Tyler Macmillan, Chief, Bureau of Land Management Operations

DATE: August 29, 2018

SUBJECT: Consideration of Sole Source Purchase from F4 Tech for Support, Training and Hosting

Recommendation:

Staff recommends the Governing Board approve F4 Tech's Proposal of \$30,695 for ongoing annual support, training, and hosting of SilvAssist dashboard, associated software, and hardware tools and authorize staff to issue a purchase order, subject to approval of the Fiscal Year 2018-2019 budget.

Background:

The District has utilized F4 Tech's SilvAssist timber cruising software for over a decade, and in 2013 began working with F4 Tech to develop a timber management database and employ growth and yield timber modeling to enhance the management of forest resources on District lands. With the development of this dashboard-driven database and ongoing use of the proprietary software, the District has ongoing support, training and hosting that is required on an annual basis. To provide the annual support, training, and hosting needed during Fiscal Year 2018-2019, F4 Tech presented the District with a proposal for these services at a cost of \$30,695. The software and services to be provided during the 2018-2019 Fiscal Year is summarized below.

Task	Description
Support	On-site, phone or web meeting and also includes fixing any data issues and migration to cloud based service.
Training	On-site, phone or web meeting training as requested by District staff.

Task	Description
Software Hosting	Dedicated 250GB SQL S3 database, application server for event manager and ArcGIS feature services, Application service up to 10GB document storage space, unlimited login accounts & general database/application maintenance.
Other Tasks	Per District request, implement any technology enhancements to the SilvAssist Suite. During FY 2018-19, update and revise the District Pine Inventory-Plot Procedure Specs to capture plot procedure revisions and ongoing database management and update procedures that have been developed and refined since the initial creation of this document.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Asset Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Tyler L. Macmillan, Chief, Bureau of Land Management Operations

DATE: August 29, 2018

SUBJECT: Consideration of Agreement with Florida Department of Agriculture and Consumer Services for Prescribed Fire Enhancement Funding

Recommendation:

Staff recommends 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 2018-2019 budget and administrative and legal review.

Background:

The Florida Legislature allocated \$1 million for the "enhancement and implementation of Florida's Prescribed Burning Program on public conservation lands ... to reduce dangerous wildland fuel loading in high priority areas across Florida" for Fiscal Year 2018-2019. The Florida Forest Service (FFS), a division of Florida Department of Agriculture and Consumer Services, was tasked with working with state agencies to develop projects that will increase prescribed burning capacity and increase the amount of acres that are burned. The intent of the program is to reduce the threat of wildfire while also increasing forest and ecosystem health.

A top priority for field staff in the District's Bureau of Land Management Operations is prescribed burning. However, with only an average of 90 good burn days annually and other constraints, staff is unable to accomplish all of the prescribed burning needed on an annual basis.

The FFS, for FY 2018-2019, has awarded the District \$130,000 to help reduce the prescribed fire backlog. The funding will be used for contractual services, including contract burning, helicopter services to support the District's aerial ignition burns, fireline plowing, and dozer/plow standby services during certain prescribed burns implemented by District staff. The contracted activities should provide for the burning of approximately 2,500 additional acres (weather permitting) and enhance the productivity of District crews by allowing for larger aerial burns and reducing delays with fireline preparation.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Asset Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: August 15, 2018

SUBJECT: Consideration of 18B-010 for Rental and Service of Portable Toilets for
Locations in Escambia and Santa Rosa Counties

Recommendation:

Staff recommends the Governing Board approve the bid received for ITB 18B-010 and authorize the Executive Director to execute a three-year agreement with Pot-O-Gold Rentals, LLC, in the amount of \$91,206, subject to the respective approval of the Fiscal Year 2018-2019, 2019-20, and 2020-21 budgets.

Background:

To provide portable toilets/restroom facilities at remote recreational sites where other waste management methods are not feasible, the District issued an Invitation to Bid (ITB) for rental and service of 19 portable toilets (13 handicapped and six regular units) to be installed at 10 sites on District lands in Escambia and Santa Rosa counties. These toilets and the service provided is done by a single company.

On July 25, 2018, the District issued ITB 18B-010. A listing containing the site name, county and unit type is provided with this memo. On August 15, 2018, at 2:30 p.m. EDT, the District held the bid opening for ITB 18B-010. The District received one bid from Pot-O-Gold Rentals, LLC, the current contractor, for \$30,402 annually or \$91,206 for three years. Pot-O-Gold Rentals, LLC current annual amount is \$24,686.40.

cb

Site No./ Name	County	Number Of Units	Type(s) of Unit(s) Per Site	Monthly Price (10-01-18 to 09-30-21)	Monthly Price (10-01-21 to 09-30-24)
1. Bogia	Escambia	1	Handicap	\$157.50	\$165.50
2. Bluff Springs	Escambia	2	Handicap	\$315.00	\$331.00
3. Cotton Lake	Escambia	1	Handicap	\$157.50	\$165.50
	Escambia	1	Regular	\$81.00	\$89.00
4. Fillingim Landing	Escambia	1	Handicap	\$157.50	\$165.50
	Escambia	3	Regular	\$243.00	\$267.00
5. Mystic Springs	Escambia	2	Handicap	\$315.00	\$331.00
6. Otto Hill Camp	Escambia	1	Handicap	\$157.50	\$165.50
7. Sand Landing Ramp	Escambia	1	Handicap	\$157.50	\$165.50
8. Sand Landing Camp *	Escambia	1	Handicap	\$157.50	\$165.50
9. Simpson River	Santa Rosa	1	Handicap	\$157.50	\$165.50
10. The Pipes Landing	Escambia	1	Handicap	\$157.50	\$165.50
	Escambia	1	Regular	\$81.00	\$89.00
11. Williams Lake	Santa Rosa	1	Handicap	\$157.50	\$165.50
	Santa Rosa	1	Regular	\$81.00	\$89.00
Total Units		19	(13 Handicap; 6 Regular)	\$2,533.50	\$2,685.50

*Unit(s) will not be placed at this location on October 1, 2018.

Exhibit Map B

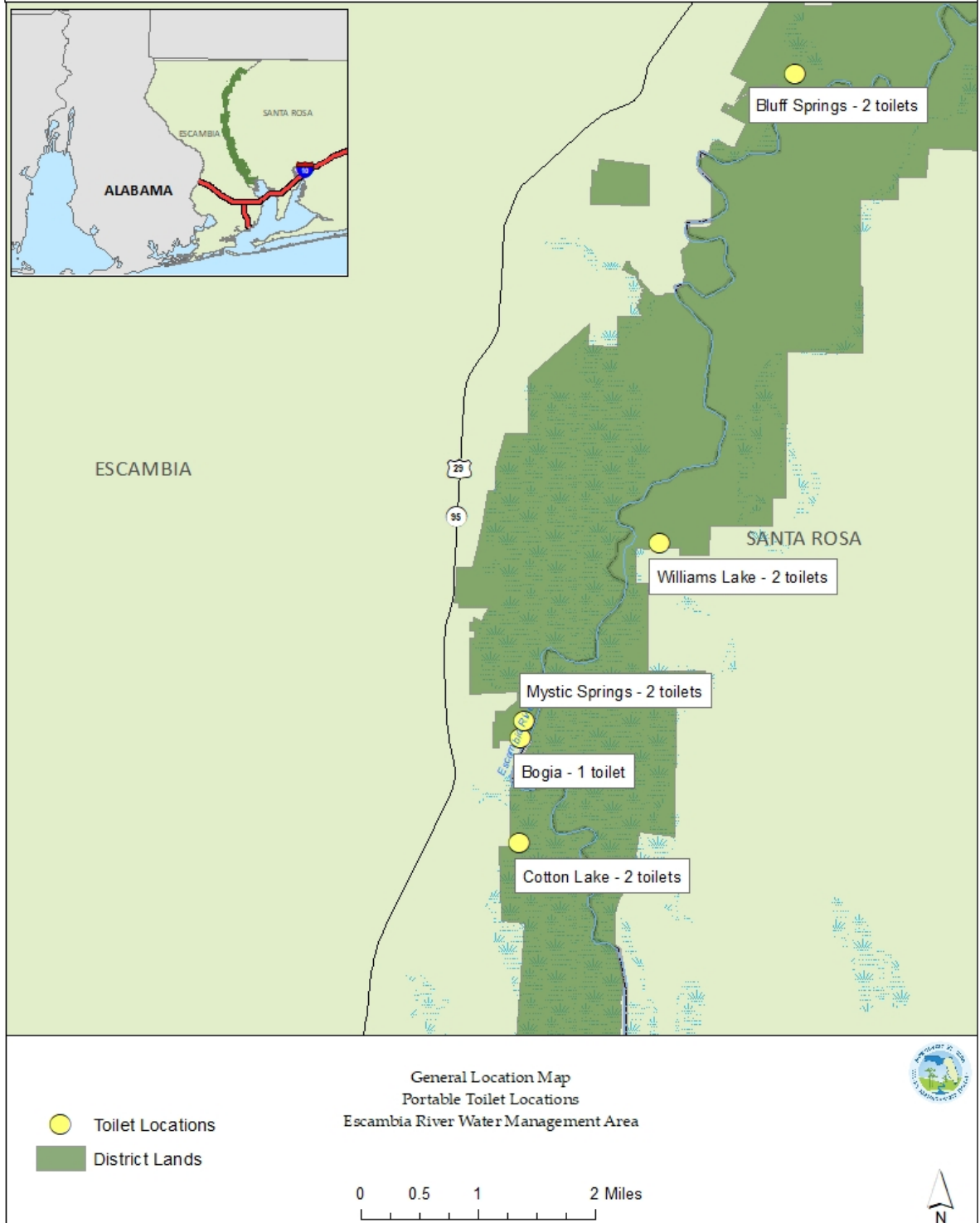
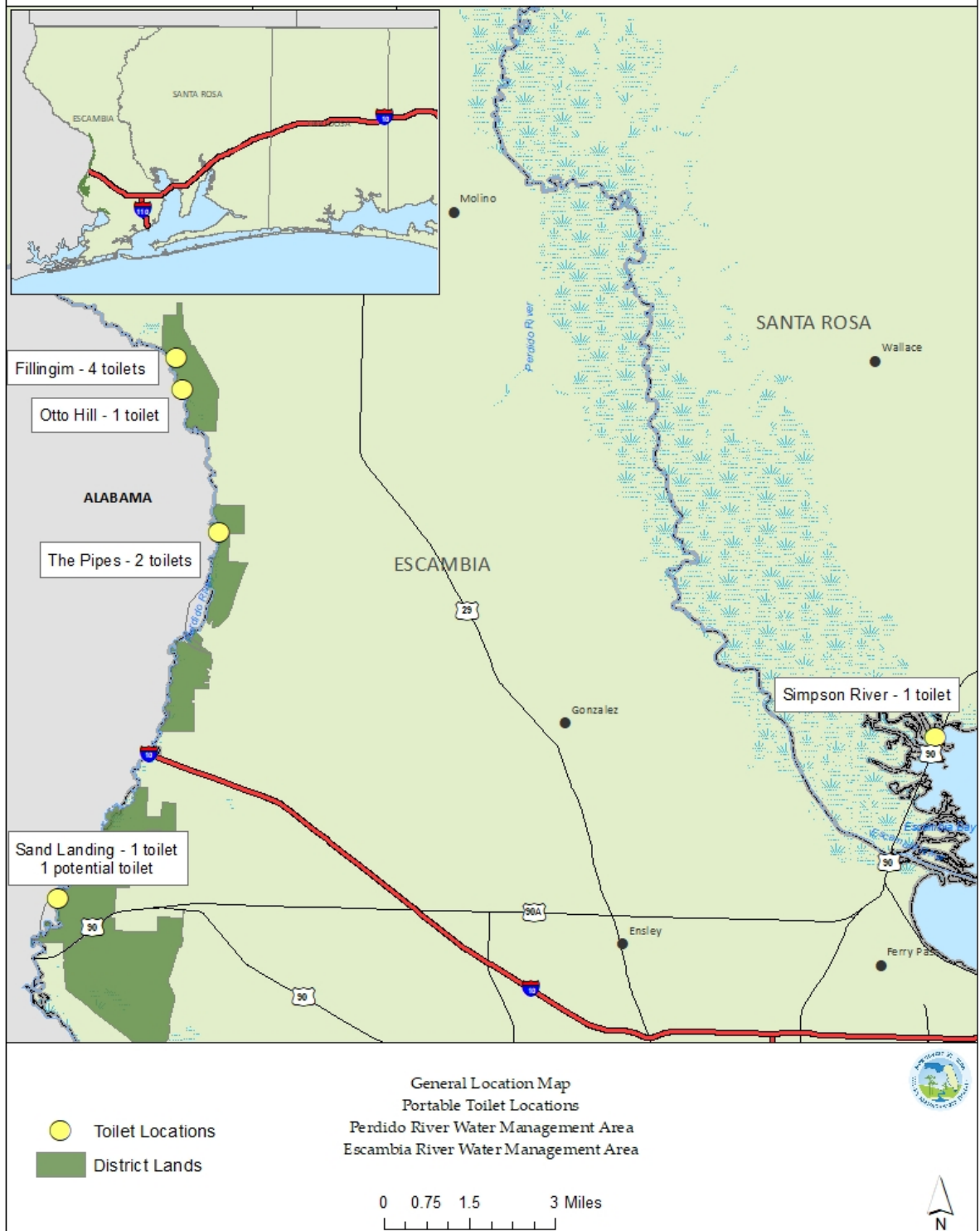


Exhibit Map C



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Asset Management Committee

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: August 30, 2018

SUBJECT: Consideration of 18B-011 for Public Recreation Site Cleanup and Maintenance for the West Region

Recommendation:

Staff recommends the Governing Board approve the bids received for ITB 18B-011 and authorize the Executive Director to execute a three-year agreement with an amount up to \$145,000, subject to approval of the Fiscal Year 2018-2019, 2019-20 and 2020-21 budgets.

Background:

On July 30, 2018, the District issued an Invitation to Bid (ITB) for public recreation site cleanup and maintenance for the West Region. The bid includes a total of 15 public recreation sites, one historical cemetery, and one field office. These sites are located in the Escambia River, Yellow River, Garcon Point, Perdido River and Blackwater River Water Management Areas in Escambia and Santa Rosa counties. All sites are serviced and maintained by a single company currently and are located in remote areas.

On August 30, 2018, at 2:30 p.m. EDT, the District opened two sealed bids in response to this Invitation to bid. A summary of the bids received are listed below for your consideration.

<u>Name</u>	<u>Amount Years 1-3</u>	<u>Amount Years 4-6</u>	<u>Amount Years 1-6</u>
Terry's Home & Lawn Maintenance	\$47,698.20/year \$143,094.60/3-years	\$48,175.18/year \$144,525.55/3-years	\$287,620.15/ 6-years
LawnXscapes, LLC	\$47,640.00/year \$142,920/3-years	\$51,927.60/year \$155,782.80/3-years	\$298,702.80/ 6-years

Exhibit Map A



Northwest Florida Water Management District
Governing Board Meeting Minutes

Thursday, August 9, 2018

District Headquarters

81 Water Management Drive, Havana, Florida 32333

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 1:04 p.m.

Brett Cyphers called the roll and a quorum was declared present.

Present: George Roberts, Chair; John Alter, Secretary-Treasurer; Gus Andrews; Jon Costello; Nick Patronis; Bo Spring

Absent: Jerry Pate, Vice Chair; Marc Dunbar; Ted Everett

2. Special Thanks and Recognition

None.

3. Additions, Deletions and Changes to the Agenda

None.

4. Approval of the Minutes for July 12, 2018

MOTIONED BY JON COSTELLO, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR JULY 12, 2018. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of June 2018

MOTIONED BY GUS ANDREWS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF JUNE 2018. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Committee Reports and Recommendations for Board Action

Asset Management Committee:

Consideration of ITB 18B-009 for 2018 Site Prep Herbicide Treatment

MOTIONED BY NICK PATRONIS, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR THE 2018 SITE PREP HERBICIDE TREATMENT PROJECT AND AUTHORIZE THE EXECUTIVE

DIRECTOR TO EXECUTE A PURCHASE ORDER WITH BACK FORTY SOLUTIONS, IN THE AMOUNT OF \$105,295.38 TO FACILITATE THIS WORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Contract Renewal with Kountry Rentals for Rental and Service of Portable Toilets and Maintenance and Servicing of Composting Toilets in Bay, Liberty, Walton and Washington Counties

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD RENEW THE CONTRACT WITH KOUNTRY RENTAL NWF, INC. FOR A THREE-YEAR TERM FOR RENTAL AND SERVICE OF PORTABLE TOILETS AND MAINTENANCE AND SERVICING OF COMPOSTING TOILETS IN BAY, LIBERTY, WALTON AND WASHINGTON COUNTIES FOR \$271,440, SUBJECT TO APPROVAL OF THE FISCAL YEARS 2018-2019, 2019-20 AND 2020-21 BUDGETS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of Additional Digital Storage Purchase

MOTIONED BY NICK PATRONIS, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE PURCHASE OF ADDITIONAL DIGITAL STORAGE RESOURCES THROUGH A STATE CONTRACT PURCHASE WITHIN THE CURRENT BUDGET. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Audit Committee:

Consideration of RFP 18-005 for Independent Auditing Services

MOTIONED BY JOHN ALTER, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE AUDIT COMMITTEE'S RANKINGS AND AUTHORIZE STAFF TO NEGOTIATE A CONTRACT WITH THE TOP-RANKED FIRM, JAMES MOORE & COMPANY, FOR THE EXECUTIVE DIRECTOR'S SIGNATURE, HAVING A BASE TERM OF FIVE YEARS WITH OPTIONS TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS, CONTINGENT UPON APPROVAL OF ANNUAL DISTRICT BUDGETS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Request for Release of Fiscal Year 2018-2019 State Appropriations

MOTIONED BY BO SPRING, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 837 TO REQUEST THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RELEASE FUNDS FROM THE GENERAL REVENUE FUND IN THE AMOUNT OF \$5,211,231 AND FROM THE LAND ACQUISITION TRUST FUND IN THE AMOUNT OF \$3,421,000. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Request for Authorization to Undergo Rule Development on Chapters 40A-21, 40A-44, and 40A-8, F.A.C.

MOTIONED BY JON COSTELLO, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE INITIATION OF RULE DEVELOPMENT ON CHAPTER 40A-21, WATER SHORTAGE PLAN; CHAPTER 40A-44, F.A.C., REGULATION OF AGRICULTURAL AND FORESTRY SURFACE WATER MANAGEMENT PROJECTS; AND ESTABLISH CHAPTER 40A-8, F.A.C., MINIMUM FLOWS AND MINIMUM WATER LEVELS, DURING THE NEXT TWELVE MONTHS AND APPROVE INCLUDING THE PROPOSED RULEMAKING ITEMS IN THE 2018-2019 ANNUAL REGULATORY PLAN PURSUANT TO SECTION 120.74, FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Public Hearing on Consideration of Regulatory Matters

Chair George Roberts called the public hearing to order at 1:13 p.m.

A-1 Applicant: Okaloosa County Water and Sewer
App. No.: 2B-091-33-10
Use: Public Supply

Withdrawn per applicant's request.

A-2 Applicant: Florida Community Services of Walton County
App. No.: 2B-131-3670-14
Use: Public Supply

MOTIONED BY NICK PATRONIS, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE MODIFICATION TO WATER USE PERMIT 2B-131-3670-14, FLORIDA COMMUNITY SERVICES OF WALTON COUNTY, PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. GUS ANDREWS ABSTAINED FROM VOTING. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Legal Counsel Report

No pending cases in which the District is a party.

Meeting was adjourned at 1:16 p.m.

Chair

September 13, 2018
Date

Executive Director

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending July 31, 2018

Balance Forward - Operating Funds		\$41,196,818.27	
Operating Funds Received in current month:			
Revenue Receipts, Current	\$309,289.19		
Contracts Receivable	4,067,913.84		
Other Deposits/Refunds/Adjustments	24,981.73		
Transfers from Lands Accounts	0.00		
Total Deposits during month		<u>4,402,184.76</u>	
Total Deposits and Balance Forward			\$ 45,599,003.03
Disbursements:			
Employee Salaries	398,995.93		
Employee Benefits	196,545.37		
Employee Flexible Spending Account	0.00		
Contractual Services (Professional)	122,457.82		
Operating Expenses - Services	90,518.61		
Operating Expenses - Commodities	22,191.67		
Operating Capital Outlay	44,346.60		
Grants and Aids	310,153.71		
Total Operating Expenses during month		<u>1,185,209.71</u>	
Payables, Prior Year	0.00		
Other Disbursements or (Credits)	30,892.52		
Total Funds Disbursed by check during month		<u>1,216,102.23</u>	
Bank Debits (Fees, Deposit Slips, etc.)	300.15		
Transfer to Land Acquisition Account	0.00		
Total Funds Disbursed			<u>1,216,402.38</u>
Cash Balance Operating Funds at month end			\$ 44,382,600.65
Operating Depositories:			
Petty Cash Fund	250.25		
General Fund Checking	3,432,979.44		
Payroll Account	6,400.74		
Investment Accounts @ 2.22%			
General Fund	18,562,295.29		
Lands Fee Fund	6,189,190.02		
SWIM Fund	105,543.80		
Springs Protection	55.81		
Mitigation Fund	16,085,885.30		
Total Operating Depositories at month end		<u>\$ 44,382,600.65</u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending July 31, 2018

Land Acquisition Funds @ 2.22%	<u>287,747.72</u>	
Total Land Acquisition Funds		287,747.72
Restricted Management Funds:		
Phipps Land Mgmt @ 2.22%	<u>66,871.89</u>	
Total Land Acquisition Funds		<u>66,871.89</u>
Total Land Acquisition, and Restricted Management Funds		354,619.61
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		 <u><u>\$ 44,737,220.26</u></u>

Approved: _____
Chairman or Executive Director

Date: _____ September 13, 2018 _____

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending July 31, 2018
(Unaudited)

	Current Budget	Actuals Through 7/31/2018	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,395,217	\$ 3,365,225	\$ (29,992)	99%
Intergovernmental Revenues	51,623,478	14,540,121	(37,083,357)	28%
Interest on Invested Funds	99,266	583,916	484,650	588%
License and Permit Fees	384,569	391,625	7,056	102%
Other	2,392,917	1,949,535	(443,382)	81%
Fund Balance	26,487,338		(26,487,338)	0%
Total Sources	\$ 84,382,785	\$ 20,830,422	\$ (63,552,363)	25%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 6,987,078	\$ 3,089,514	\$ 97,006	\$ 3,800,558	44%	46%
Acquisition, Restoration and Public Works	48,448,578	7,116,014	159,196	41,173,367	15%	15%
Operation and Maintenance of Lands and Works	3,909,865	2,262,715	446,744	1,200,405	58%	69%
Regulation	3,890,615	2,508,553	49,176	1,332,886	64%	66%
Outreach	178,215	101,375	935	75,905	57%	57%
Management and Administration	1,991,908	1,476,916	19,884	495,109	74%	75%
Total Uses	\$ 65,406,259	\$ 16,555,087	\$ 772,942	\$ 48,078,230	25%	26%
Reserves	18,976,526			18,976,526	0%	0%
Total Uses and Reserves	\$ 84,382,785	\$ 16,555,087	\$ 772,942	\$ 67,054,756	20%	21%

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 July 31, 2018, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

JULY 2018

DIRECT DEPOSIT	7/6/2018	\$	201,626.53
CHECKS	7/6/2018		2,666.81
FLEX SPENDING TRANSFER	TF0057		1,604.31
DIRECT DEPOSIT	7/20/2018		200,898.29
CHECKS	7/20/2018		2,296.28
FLEX SPENDING TRANSFER	TF0059		1,604.31
		\$	<u><u>410,696.53</u></u>

APPROVED:

Chairman or Executive Director

September 13, 2018

Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5351	JOHN R. BAKER	07/05/2018	150.00	FEE REFUND - WELLS APPLICATION
5499	BCC WASTE SOLUTIONS, LLC	07/05/2018	217.00	DUMPSTER FOR ECONFINA OFFICE A
5586	ESA SOUTH	07/05/2018	320.00	EPERMIT 8214-5 WITHDRAWN NEEDS
45	DMS	07/05/2018	1.34	MILTON LONG DISTANCE
45	DMS	07/05/2018	33.38	AIR CARDS & HOTSPOTS
45	DMS	07/05/2018	69.04	MILTON LOCAL PHONES
45	DMS	07/05/2018	573.36	HQ LONG DISTANCE
45	DMS	07/05/2018	878.84	HQ LOCAL PHONES
45	DMS	07/05/2018	1,948.51	ST JOHNS ETHERNET CONNECTION
45	DMS	07/05/2018	8,143.60	ETHERNET- ALL
4807	WEX BANK	07/05/2018	8,140.22	FUEL
4807	WEX BANK	07/05/2018	1,075.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	07/05/2018	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	07/05/2018	50.00	WEX TELEMATICS FLEET MANAGEMEN
2713	FL DEPT OF AG. & CONSUMER SERVICES	07/05/2018	432.00	FIRE LINE INSTALLATION SERVICE
2702	FISH AND WILDLIFE	07/05/2018	5,774.31	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/05/2018	19.88	RFP 18-005 FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/05/2018	31.78	FAR AD FOR RFP 18-004
349	GADSDEN COUNTY PROPERTY APPRAISER	07/05/2018	422.10	4TH QTR FY 17-18
5410	GUARDIAN AUTOMOTIVE	07/05/2018	60.00	OPEN PURCHASE ORDER FOR RMD.
5208	BRIAN CURTIS HUGHES	07/05/2018	21,484.36	AGRICULTURAL BMP COST SHARE AG
3542	JAMES WESTBROOK	07/05/2018	50.00	REFUND FOR WELL APP #271464
4070	LAYNE CHRISTENSEN COMPANY	07/05/2018	3,805.00	INSTALLATION OF DEDICATED SAMP
76	LEON COUNTY PROPERTY APPRAISER	07/05/2018	2,423.00	4TH QTR FY 17-18
3266	LOWE'S COMPANIES INC.	07/05/2018	102.36	FIELD SUPPLIES
4986	PATRICIA LUJAN	07/05/2018	7,895.37	CRESTVIEW LEASE
4873	MAIN STREET AUTOMOTIVE, INC.	07/05/2018	889.93	REPAIR VEHICLE WMD96201, CFO
5414	OFFICE BUSINESS SYSTEMS, INC.	07/05/2018	17.88	COPIER MAINTENANCE RENEWAL
5444	PENSACOLA SHOE HOSPITAL & BOOT STORE	07/05/2018	200.00	SAFETY BOOTS-BRUTON
4091	THE SHOE BOX	07/05/2018	170.99	SAFETY BOOTS-GRAY
5218	WAGEWORKS, INC.	07/05/2018	147.90	FLEXIBLE SPENDING ACCOUNT ADMI
2340	V. MARK HERNDON	07/05/2018	132.00	TRAVEL REIMBURSEMENT

TOTAL CHECKS

65,684.15

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

4961	PETER FOLLAND	07/06/2018	79.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	07/06/2018	110.00	TRAVEL REIMBURSEMENT
5172	FREDDIE WILBON	07/06/2018	750.00	JANITORIAL SERVICES FOR CFO
5574	GUIDESOFT, INC.	07/06/2018	118.80	TEMPORARY ASSISTANCE FOR ADMIN
5368	KOUNTRY RENTAL NWF, INC.	07/06/2018	7,360.00	SERVICE AND MAINTENANCE OF POR
3813	PENNINGTON, P.A.	07/06/2018	5,640.00	LEGAL COUNSEL
5500	RYAN REGA	07/06/2018	79.00	TRAVEL REIMBURSEMENT
5500	RYAN REGA	07/06/2018	110.00	TRAVEL REIMBURSEMENT
2630	ERIC TOOLE	07/06/2018	132.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>14,378.80</u>	
TOTAL AP			<u><u>80,062.95</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3985	STEADHAM ENTERPRISES, INC.	07/12/2018	249.95	HANDHELD BLOWER
4180	BA MERCHANT SERVICES	07/12/2018	259.33	TRANSACTION FEES FOR E-PERMITT
5006	BROWN'S REFRIGERATION & EQUIPMENT CO., INC.	07/12/2018	2,490.00	REPLACE ICE MACHINE AT LAB
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	07/12/2018	543.22	DEP INTEREST
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	07/12/2018	300.00	ADMINISTRATIVE FEES FOR THE BR
4748	EAST MILTON WATER SYSTEM	07/12/2018	11.32	WATER- MILTON FIELD OFFICE
4518	ENGINEERED COOLING SERVICES, INC.	07/12/2018	225.00	REPAIR A/C AT LAB BUILDING
5591	GARCIA FOREST SERVICE, LLC	07/12/2018	6,025.59	BID DEPOSIT RETURN
5587	GEORGE HACKNEY, INC	07/12/2018	100.00	REFUND ERP PERMIT 18468-2
3282	W.W. GRAINGER, INC.	07/12/2018	350.41	SAMPLING SUPPLIES
3282	W.W. GRAINGER, INC.	07/12/2018	123.11	SAMPLING SUPPLIES
5566	JAMIE ALLEN GREEN	07/12/2018	28,680.00	AG BMP COST SHARE / CROP ROTAT
916	GULF POWER COMPANY	07/12/2018	651.95	ELECTRIC- HQ
3193	INSURANCE INFORMATION EXCHANGE	07/12/2018	173.20	BACKGROUND SCREENING
61	JACKSON COUNTY FLORIDAN	07/12/2018	78.25	LEGAL ADS
5361	RODNEY G. PINKSTON	07/12/2018	50.00	JAEGERPROSERVICES
2299	LIBERTY COUNTY SOLID WASTE	07/12/2018	32.00	SOLID WASTE- FL RIVER
63	NORTHWEST FLORIDA DAILY NEWS	07/12/2018	128.79	LEGAL ADS
288	OKALOOSA CO. PROPERTY APPRAISER	07/12/2018	1,921.51	4TH QTR FY 17-18
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	07/12/2018	49.00	LABORATORY TESTING
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	07/12/2018	49.00	LABORATORY TESTING
4368	PROFESSIONAL HEALTH EXAMINERS	07/12/2018	50.00	LABORATORY TESTING
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/12/2018	25.13	CUSTOM SELF INKING STAMP
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/12/2018	275.50	WATER- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/12/2018	87.17	SECURITY LIGHTS- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	07/12/2018	4,194.67	ELECTRIC- HQ
4557	VERIZON WIRELESS	07/12/2018	928.47	JETPACK & AIR CARDS
75	WALTON COUNTY PROPERTY APPRAISER	07/12/2018	1,563.61	4TH QTR FY 17-18
4774	JOHN T WILLIAMSON	07/12/2018	175.00	JANITORIAL SERVICES FOR MILTON
2174	JOHN VALENTA	07/12/2018	116.00	TRAVEL REIMBURSEMENT
TOTAL CHECKS			<u>49,907.18</u>	
4845	CALHOUN COUNTY SHERIFF'S OFFICE	07/13/2018	1,152.00	11-045 CALHOUN CO. LAW ENF. AG
4944	BRETT CYPHERS	07/13/2018	102.35	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	07/13/2018	7,576.25	SUPPORT AND HOSTING FOR LAND M
5504	ANDREW JOSLYN	07/13/2018	146.00	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	07/13/2018	207.50	CLEANING OF ECONFINA OFFICE AN
4305	DANA PALERMO	07/13/2018	220.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>9,404.10</u>	
TOTAL AP			<u>59,311.28</u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	07/19/2018	25.24	GOVERNING BOARD MEETING
3293	ANGUS ANDREWS	07/19/2018	78.64	GOVERNING BOARD MEETING
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	07/19/2018	1,710.70	WATER RESOURCE EVALUATIONS
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	07/19/2018	12,420.00	WATER RESOURCE EVALUATIONS
5583	ARMONDI ROOFING, LLC	07/19/2018	9,900.00	INSTALL NEW ROOF SHINGLES ON I
2967	BANK OF AMERICA	07/19/2018	5,824.80	P- CARD PURCHASES
2967	BANK OF AMERICA	07/19/2018	149.85	SAMPLING AND DISCHARGE MEASURE
2967	BANK OF AMERICA	07/19/2018	242.29	AMAZON ORDER FOR COMPUTER ACCE
735	CARLTON APPRAISAL COMPANY	07/19/2018	250.00	LETTER TO ATTACH TO ORIGINAL R
3524	CITY OF CRESTVIEW	07/19/2018	35.30	WATER/SEWER- CFO
3753	CITY OF FREEPORT	07/19/2018	50,000.00	UTILITIES PLANNING STUDY
4655	CITY OF GRETN	07/19/2018	250.00	GRETN WASH-WATER SYSTEM
771	CITY OF MARIANNA	07/19/2018	50,000.00	WATER SYSTEM EVALUATIONS
4676	CITY OF MILTON FLORIDA	07/19/2018	65.83	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	07/19/2018	19.36	SEWER-MILTON FIELD OFFICE
3904	DADE PAPER & BAG COMPANY	07/19/2018	398.65	CLEANING SUPPLIES
97	THE DEFUNIAK HERALD	07/19/2018	36.00	LEGAL ADS
97	THE DEFUNIAK HERALD	07/19/2018	32.63	LEGAL ADS
4855	ENVIRON SERVICES INCORPORATED	07/19/2018	2,127.00	JANITORIAL SERVICES, HEADQUART
422	ESCAMBIA CO. TAX COLLECTOR	07/19/2018	11,256.50	2017 COMMISSIONS
422	ESCAMBIA CO. TAX COLLECTOR	07/19/2018	174.00	2017 POSTAGE
5298	TED EVERETT	07/19/2018	26.13	GOVERNING BOARD MEETING
4807	WEX BANK	07/19/2018	115.00	GPS INSTALL ON WMD96274 , EFO
4807	WEX BANK	07/19/2018	8,800.63	WEX FUEL
4807	WEX BANK	07/19/2018	1,075.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	07/19/2018	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	07/19/2018	50.00	WEX TELEMATICS FLEET MANAGEMEN
2702	FISH AND WILDLIFE	07/19/2018	5,724.51	LAW ENFORCEMENT/SECURITY SERVI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/19/2018	34.02	JULY 12, 2018 FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/19/2018	25.90	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	07/19/2018	22.40	RFP 18-006 SURVEY SERVICES FAR
839	FORESTRY SUPPLIERS, INC.	07/19/2018	449.20	FIELD SUPPLIES
5469	GARBER FORD INC.	07/19/2018	41,856.60	ONE TON 4X4 PICK-UP TRUCK, RMD
4390	GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.	07/19/2018	220.00	P18566-1 REFUND OVERPAYMENT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	07/19/2018	1,157.84	MAINTENANCE/MONITORING, HQ&CFO
3420	GREASE PRO EXPRESS LUBE	07/19/2018	456.00	REPAIR VEHICLE WMD0036, EFO
2291	GULF COAST ELECTRIC COOPERATIVE, INC	07/19/2018	344.31	ELECTRIC-ECONFINA

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

916	GULF POWER COMPANY	07/19/2018	547.89	ELECTRIC- MILTON FIELD OFFICE
5285	MARK HASTY	07/19/2018	30,787.50	AG BMP COST SHARE AGREEMENT
5588	HOMBRE GOLF CLUB	07/19/2018	100.00	REFUND FOR ERP OVERPAYMENT #18
419	J. H. DOWLING, INC.	07/19/2018	1,380.00	EROSION CONTROL MATERIALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	273.98	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	272.68	NEW COPIER LEASE FOR ADMIN/RMD
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	245.49	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	179.38	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	102.20	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	1,051.35	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/19/2018	127.32	COPIER LEASE RENEWALS
4952	LAW, REDD, CRONA & MUNROE, P.A.	07/19/2018	10,136.50	AMAZON ORDER FOR COMPUTER ACCE
63	NORTHWEST FLORIDA DAILY NEWS	07/19/2018	267.66	NOTICE OF INTENT TO ADOPT
5414	OFFICE BUSINESS SYSTEMS, INC.	07/19/2018	85.35	COPIER MAINTENANCE RENEWAL
4849	NICK PATRONIS	07/19/2018	65.29	GOVERNING BOARD MEETING
5251	RANDSTAD NORTH AMERICA, INC.	07/19/2018	612.40	STAFF AUG SERVICES
4967	SAMUEL SPRING	07/19/2018	78.64	GOVERNING BOARD MEETING
105	TALLAHASSEE DEMOCRAT	07/19/2018	99.04	LEGAL ADS
107	TALLAHASSEE STAMP CO.	07/19/2018	19.05	TRODAT 4913 HQTRS ADDRESS STAM
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	07/19/2018	4,059.00	REC SITE CLEANUP FOR RECREATIO
4704	UNITED SOLUTIONS COMPANY	07/19/2018	165.00	REPAIR LEKTRIVER 2000 IN HUMAN
5218	WAGEWORKS, INC.	07/19/2018	59.15	COBRA ADMINISTRATION
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	07/19/2018	12,019.80	LAW ENFORCEMENT/SECURITY SERVI
TOTAL CHECKS			<u>268,114.00</u>	
3337	FORESTECH CONSULTING	07/20/2018	262.00	FIELD EQUIPMENT
2340	V. MARK HERNDON	07/20/2018	148.00	TRAVEL REIMBURSEMENT
2268	INNOVATIVE OFFICE SOLUTIONS, INC	07/20/2018	837.00	PHONE MAINTENANCE
3823	KENNETH ANDREW ROACH	07/20/2018	140.00	TRAVEL REIMBURSEMENT
2630	ERIC TOOLE	07/20/2018	186.00	TRAVEL REIMBURSEMENT
2174	JOHN VALENTA	07/20/2018	112.00	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>1,685.00</u>	
TOTAL AP			<u>269,799.00</u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AP COMPUTER PAID/EFT CHECKS

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5447	ADVANCED ENVIRONMENTAL LABORATORIES, INC	07/26/2018	875.00	WATER QUALITY ANALYSIS - CLAIB
95	AT&T	07/26/2018	185.12	EFO PHONES
5202	BALFOUR TIMBER COMPANY	07/26/2018	17,932.86	FORESTRY HERBICIDE APPLICATION
2992	BANK OF AMERICA	07/26/2018	267.12	PAYMENT PORTEL FOR E-PERMITTIN
2992	BANK OF AMERICA	07/26/2018	338.89	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	07/26/2018	921.18	ACCOUNT ANALYSIS
325	BAY CO. PROPERTY APPRAISER	07/26/2018	2,149.55	4TH QTR FY 17-18
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	07/26/2018	207.18	REPAIR A/C AT HQ IN REG AREA
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	07/26/2018	120.00	A-C REPAIR IT BUILDING
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	07/26/2018	1,502.18	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	07/26/2018	54,895.62	EMPLOYEE MEDICAL INSURANCE
1617	CAPITAL HEALTH PLAN	07/26/2018	80,031.15	EMPLOYEE MEDICAL INSURANCE
3289	CITY OF TALLAHASSEE	07/26/2018	38.83	LAKESHORE
5554	COMCAST	07/26/2018	140.97	MARIANNA INTERNET
5179	BERKMAN LLC	07/26/2018	4,188.00	ANNUAL SUBSCRIPTION
5033	JON COSTELLO	07/26/2018	78.64	GOVERNING BOARD MEETING
5033	JON COSTELLO	07/26/2018	500.00	TRAVEL REIMBURSEMENT
744	DEPT. OF THE INTERIOR - USGS	07/26/2018	19,887.25	JOINT FUNDING AGREEMENT
45	DMS	07/26/2018	67.67	CONFERENCE CALLS
45	DMS	07/26/2018	44.79	CRESTVIEW LEASE
45	DMS	07/26/2018	714.40	CRESTVIEW LOCAL PHONES
45	DMS	07/26/2018	31.98	AIRCARDS & HOTSPOTS
45	DMS	07/26/2018	8,164.49	INTER/INTRANET- ALL
45	DMS	07/26/2018	1,270.79	HQ PHONES
45	DMS	07/26/2018	228.88	HQ LONG DISTANCE
45	DMS	07/26/2018	3.19	MILTON LONG DISTANCE
45	DMS	07/26/2018	69.04	MILTON LOCAL PHONES
45	DMS	07/26/2018	1,948.51	ETHERNET-SJRWMD
3424	DURRA-QUICK-PRINT INC.	07/26/2018	15.00	BUSINESS CARDS-MONTIEL
5373	GILMORE SERVICES	07/26/2018	32.00	DOCUMENT DESTRUCTION JUNE 2018
5592	CHRISTOPHER VAN GRANGER	07/26/2018	20,796.02	AGRICULTURAL BMP COST SHARE AG
247	HOLMES COUNTY TAX COLLECTOR	07/26/2018	8.95	2017 POSTAGE BILL
666	JEFFERSON COUNTY PROPERTY APPRAISER	07/26/2018	220.11	4TH QTR FY 17-18
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	07/26/2018	872.66	COPIER LEASE RENEWALS
277	LIBERTY CO. PROPERTY APPRAISER	07/26/2018	205.27	4TH QTR FY 17-18

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AP COMPUTER PAID/EFT CHECKS

3266	LOWE'S COMPANIES INC.	07/26/2018	144.39	MAINTENANCE TOOLS /SUPPLYS
5355	TOWN OF MALONE	07/26/2018	108,155.83	MALONE HS PUBLIC SANITARY SEWE
5409	MARTIN ENVIRONMENTAL SERVICES, INC	07/26/2018	140.00	PORTABLE TOILETS
5409	MARTIN ENVIRONMENTAL SERVICES, INC	07/26/2018	140.00	PORTABLE TOILETS
1205	OFFICE DEPOT, INC.	07/26/2018	70.79	OFFICE SUPPLIES
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	07/26/2018	49.00	LABORATORY TESTING
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	07/26/2018	49.00	LABORATORY TESTING
2381	PORT SUPPLY	07/26/2018	214.98	DOCK LADDER
4799	STAPLES CONTRACT & COMMERCIAL, INC.	07/26/2018	156.93	OFFICE SUPPLIES
4832	SUN LIFE FINANCIAL	07/26/2018	61.34	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	07/26/2018	5,111.08	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	07/26/2018	900.06	AD&D LIFE INSURANCE ACCT 1
4833	SUN LIFE FINANCIAL	07/26/2018	1,215.40	VOL LTD INSURANCE
107	TALLAHASSEE STAMP CO.	07/26/2018	65.00	OFFICE SUPPLIES
4038	WINDSTREAM COMMUNICATIONS	07/26/2018	68.37	800 # AND EFO LONG DISTANCE
4670	TAYLOR ENGINEERING, INC	07/26/2018	4,730.00	WATER RESOURCES EVALUATIONS

TOTAL CHECKS

340,225.46

4845	CALHOUN COUNTY SHERIFF'S OFFICE	07/27/2018	2,161.04	11-045 CALHOUN CO. LAW ENF. AG
4961	PETER FOLLAND	07/27/2018	146.00	TRAVEL REIMBURSEMENT
4607	MAIL FINANCE INC	07/27/2018	482.00	MAILING SYSTEMS FOR HQ, CRESTV
2340	V. MARK HERNDON	07/27/2018	96.00	TRAVEL REIMBURSEMENT
5500	RYAN REGA	07/27/2018	146.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	07/27/2018	200.00	TRAVEL REIMBURSEMENT
4642	COAKLEY TAYLOR	07/27/2018	162.00	TRAVEL REIMBURSEMENT
4642	COAKLEY TAYLOR	07/27/2018	148.00	TRAVEL REIMBURSEMENT
4642	COAKLEY TAYLOR	07/27/2018	132.00	TRAVEL REIMBURSEMENT

TOTAL ACH TRANSFER

3,673.04

5556	REFUND OPAY	07/27/2018	100.00	BETHANY WOMACK P18420-1
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TOTAL DIRECT DISBURSEMENT

100.00

TOTAL AP

343,998.50

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

JULY 2018

CHECKS	7/5/2018	\$	65,684.15
AP EFT CHECKS	7/6/2018		14,378.80
CHECKS	7/12/2018		49,907.18
AP EFT CHECKS	7/13/2018		9,404.10
CHECKS	7/19/2018		268,114.00
AP EFT CHECKS	7/20/2018		1,685.00
CHECKS	7/26/2018		340,225.46
AP EFT CHECKS	7/27/2018		3,673.04
AP EFT REFUND	7/27/2018		100.00
RETIREMENT EFT	7/31/2018		51,871.79
RETIREMENT EFT	7/31/2018		362.18

\$ 805,405.70

Chairman or Executive Director

September 13, 2018
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: August 29, 2018

SUBJECT: Consideration of Acceptance of Audit Reports Presented by the District's
Inspector General

Recommendation

Staff recommends the Governing Board accept Reports #18-01, #18-02, and the annual report summarizing the Inspector General activities for FY 2017-18 as presented.

Background

The District's Inspector General, Law, Redd, Crona, & Munroe, P.A., conducted a review of District corrective actions regarding internal audit findings identified during the period of October 1, 2014, through September 30, 2017, and an internal audit on grant compliance. Also prepared is a summary of Inspector General activities for FY 2017-18. The three titles are:

1. Follow-up Report on District Corrective Actions Regarding Prior Internal Audit Findings, #18-01
2. Report on Internal Audit of Grant Compliance, #18-02
3. Annual Report on Inspector General activities for FY 2017-18

The reports are provided to the Board as separate documents.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: August 29, 2018

SUBJECT: Consideration of Resolution No. 838 Committing Fiscal Year 2017-2018 Fund Balances as Required by GASB Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 838 to commit fund balances for Fiscal Year 2017-2018 as follows:

- Commit \$1,705,000 of the General Fund balance for Water Supply Development Assistance Grants;
- Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant;
- Commit \$113,829 from the General Fund balance for the Apalachicola Bay Grant;
- Commit \$75,000 from the General Fund balance for the Santa Rosa Indian Bayou Grant; and
- Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

Background

Beginning with the Fiscal Year 2010-2011 financial statements, the District adopted the Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. GASB 54 establishes classifications to which government entities report their fund balances.

Under GASB 54, the Board is required to designate committed fund balances prior to September 30 each year.

Fund balances are reported under a hierarchy of five classifications:

- Non-spendable – Represents assets that are nonliquid (such as inventory) or legally or contractually required to be maintained intact (such as the principal amount of an endowment).
- Restricted – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties or constitutional provisions.
- Committed – When constraints are created by the governing body on how it will spend its resources. These are enacted via legislation or resolution by the Board and are in place as of the end of the fiscal period. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- Assigned – Designation of amounts by either the governing body or staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund. Only used for General Fund reserves.
- Unassigned – The excess of total ending fund balance not otherwise restricted. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purpose of the fund.

The District accounts for all financial resources through a General Fund, the District's primary operating fund, four Special Revenue Funds, and a Capital Projects Fund used to account for revenue sources that are limited to expenditures for specific purposes. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. If the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for year-end audited financial statement purposes. A Capital Projects Fund is used to account for and report financial resources that are restricted, committed, or assigned to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Special Revenue Funds include these four funds:

- Regulation Fund - Provides for all regulatory permitting, licensing and enforcement activities including the Environmental Resource Permitting Program, pursuant to Sections 373.413 and 373.4131, Florida Statutes. (Fund balance is restricted.)
- Special Projects Fund –
 - Accounts for all resource management projects and activities funded through revenue sources from grants and contracts with federal, state, or local government entities, as well as from an annual general operations state appropriation. Revenues have mainly been provided from Florida Department of Environmental Protection (DEP); Federal Emergency Management Agency (FEMA); U.S. Environmental Protection Agency (EPA); and state appropriations from the Land Acquisition Trust Fund (LATF), Ecosystem Management and Restoration Trust Fund, and Water Management Land Trust Fund (WMLTF). If there was an ending balance from these sources, the amounts would revert to the General Fund.
 - Accounts for revenue and expenditure of state funds annually appropriated for the District's Minimum Flows and Minimum Water Levels (MFLs) program for the

purposes of Sections 373.041 and 373.042, Florida Statutes. (Fund balance is restricted.)

- Lands Management Fund - Accounts for activities associated with the management, improvement, maintenance, and restoration of District-owned lands. Revenues have been provided through timber sales and annual state appropriations for land management purposes. (Fund balance is restricted.)
- Mitigation Fund - Accounts for all District mitigation projects and activities funded primarily through the Florida Department of Transportation for the purposes of Section 373.4137, Florida Statutes. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities. (Fund balance is restricted.)

Capital Projects Funds include this fund:

- Capital Improvement & Land Acquisition Fund - Accounts for the acquisition of fixed assets and construction of major capital projects. The District uses the Capital Improvement & Land Acquisition Fund for all land acquisitions and capital construction and improvements. Funds have been provided mainly from Preservation 2000, Save our Rivers, and Florida Forever revenue sources. (Fund balance is restricted.)



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 838 COMMITTING FUND BALANCE RESERVES FOR FISCAL YEAR 2017-2018 AS REQUIRED BY GASB Statement No. 54

WHEREAS, the 2017-2018 fiscal year of the Northwest Florida Water Management District extends from October 1, 2017, through September 30, 2018; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Northwest Florida Water Management District implemented GASB 54 requirements, to apply to its financial statements beginning with the October 1, 2010, through September 30, 2011 fiscal year and prior to the end of each fiscal year thereafter; and

WHEREAS, the Northwest Florida Water Management District implemented a fund balance policy beginning in Fiscal Year 2010-2011, amended in Fiscal Year 2011-2012, which follows:

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's General Fund Balance will be Committed and Assigned to provide the District with sufficient working capital and a margin of safety to address unanticipated needs and emergencies without borrowing. The General Fund Balance may only be appropriated, by the Governing Board, by Resolution adopting a budget or amendment to the Adopted Budget.

Fund Balances of the District may be committed for a specific source by Resolution of the Governing Board. Amendments or modifications of the committed fund balance must also be approved by the Governing Board by rescinding the Resolution or adopting a new Resolution.

When it is appropriate for fund balances to be assigned, the Board will assign funds or delegate authority to the Executive Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JON W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District that fund balances will be committed for Fiscal Year 2017-2018 as follows:

Commit \$1,705,000 of the General Fund balance for Water Supply Development Assistance Grants;

Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant;

Commit \$113,829 from the General Fund balance for the Apalachicola Bay Grant;

Commit \$75,000 from the General Fund balance for the Santa Rosa Indian Bayou Grant; and

Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

PASSED AND ADOPTED this 13th day of September, 2018, A.D.

The Governing Board of the
**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

ATTEST:

George Roberts, Chair

John Alter, Secretary-Treasurer or
Brett Cyphers, Acting Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: August 28, 2018

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Exchange Agreement for the District/Porter Exchange and Lease of Land to Bay County; Econfina Creek WMA

Recommendation 1:

Staff recommends the Governing Board accept the appraisal prepared by Carlton Appraisal Company and the review appraisal prepared by Ketcham Appraisal Group for the District/Porter Exchange in Bay County.

Recommendation 2:

Staff is asking the Governing Board to:

(1) Make a determination that the 22.5 acres required for this exchange are not needed for District conservation purposes but instead are best used for an exchange for property with greater resource protection to ultimately provide Bay County with land for a park through a lease agreement that will manage for conservation and allow public access and recreation.

(2) Approve the exchange agreement and authorize the Executive Director to execute the Exchange Agreement and all closing documents on behalf of the District for the exchange of properties.

(3) Authorize the Executive Director to execute a Lease Agreement with Bay County.

Background:

The Porter family owns 77 acres (see attached map) in Bay County that fronts Econfina Creek and is bisected by Highway 388. The Porter property is adjacent to the county right-of-way for Highway 388 that is a popular takeout point for canoeists and kayakers; however, the Porter

family property has never been properly developed or designated for this type of use. This has resulted in a hazardous situation with vehicles parking along the highway in an unsafe manner. To alleviate erosion and sediment impacts to Econfinia Creek and the congestion and parking along Highway 388, Bay County desires to work with the District to lease property along Highway 388 and develop a county park.

The District would like to conduct an exchange of properties with the Porter family to ultimately provide Bay County with a site for a park for use by canoers and kayakers. The Porter family would exchange the parcels east of Econfinia Creek and north of Highway 388 which total approximately 22.5 acres for equally valued District land adjacent to the west boundary of the remaining Porter parcel in the southwest corner of the Econfinia Creek and Highway 388 junction. Chapter 373.089, F.S., allows the Governing Board to exchange land and fix the terms and conditions of any such exchange.

In conjunction with the exchange of properties between the District and the Porter family, District staff would like to work with Bay County, to prepare an agreement to lease the land north of Highway 388 and west of Econfinia Creek to Bay County for a county park.

Through this proposed exchange of properties, the District would receive property which offers greater water resource protection for Econfinia Creek and also assist Bay County with the development of a park for canoers and kayakers through a lease agreement between the District and Bay County.

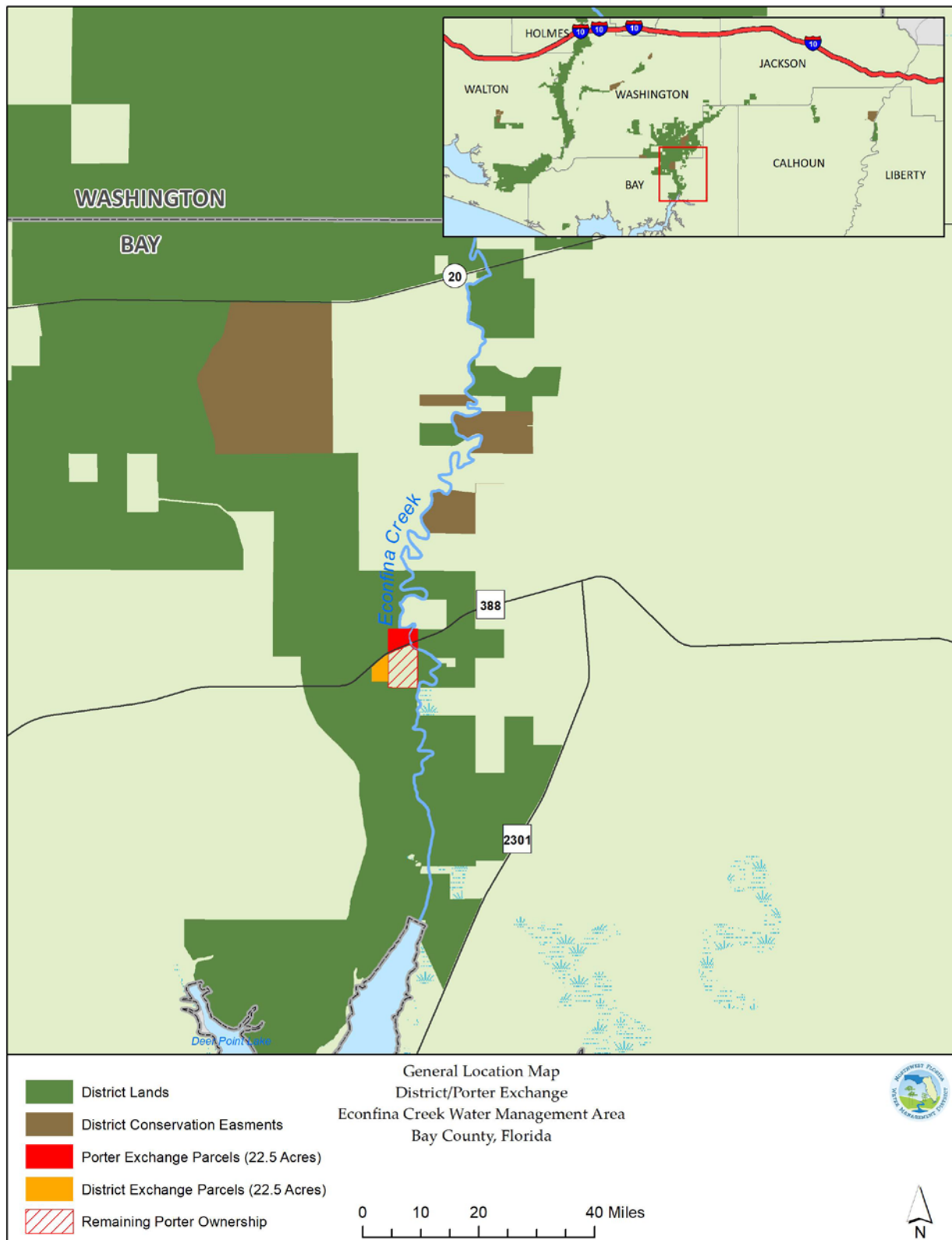
Staff obtained one appraisal and a review appraisal of the District and Porter properties, each being approximately 22.5 acres in size. The appraisal was prepared by Carlton Appraisal Company and the review appraisal was prepared by Ketcham Appraisal Group. Both of the above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

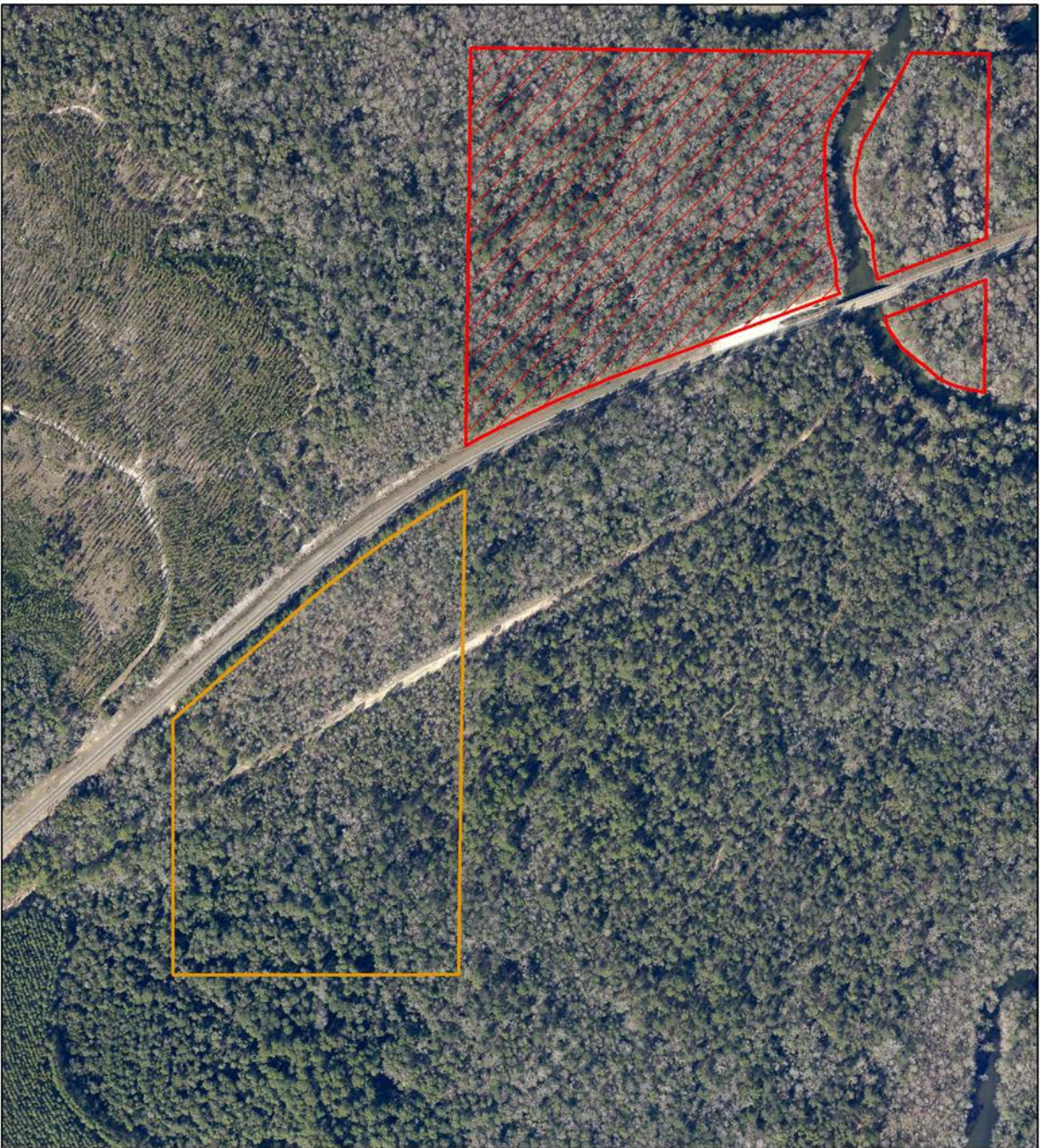
Appraisal/Review Appraisal. The District paid for the cost of the appraisal and review appraisal at a combined cost of \$4,672.

Survey. The District will hire a surveyor to prepare a boundary map/acreage certification of both the District and Porter parcels, as well as survey the north and west lines between the land proposed for exchange to the Porter family and the remaining District land, estimated at \$15,000.

Environmental Site Assessment. The District will pay for the environmental site assessment on the land received from the Porter family, estimated at \$4,000.

Title Insurance. The District will pay for the cost of the title exam and premium on the land received from the Porter family, estimated at \$835. The cost of document preparation and recording fees will be paid by the District and are estimated at \$545.50. The Porter Family will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.





District/Porter Exchange
Econfina Creek Water Management Area
Section 20, Township 1S, Range 13W
Bay County, Florida



-  Proposed District Exchange Parcel (22.5 Acres)
-  Property for Lease to Bay Co.
-  Porter Exchange Parcels (retained by WMD)

0 230 460 920 Feet



EXCHANGE AGREEMENT

This Agreement is made this ____ day of _____, 2018, by and between the Northwest Florida Water Management District, a special taxing district of the State of Florida, whose address is 81 Water Management Drive, Havana, Florida 32333 (hereinafter the District) and Joseph W. Porter, Donna L. Miller, Daniel Stebbins, and Carl E. Stebbins, Jr., whose address is 3507 Yellow Jacket Lane, Panama City, Florida 32409-4002 (hereinafter the Porter Family).

WHEREAS, the District is the owner of approximately 22.5-acre parcel generally located in Section 20, Township 1 South, Range 13 West in the Econfina Creek Water Management Area in Bay County, and more particularly described as Parcel A in Exhibit A to this Agreement with the exact location to be determined by a boundary map/acreage certification or survey before Closing (the “District Property”); and

WHEREAS, the Porter Family is the owner of at least 22.5-acres generally located in Section 20, Township 1 South, Range 13 West, Bay County, Florida more particularly described as Parcel B in Exhibit A to this Agreement with the precise legal description of Parcel B in Exhibit A to be determined by a boundary map/acreage certification or survey (the “Porter Family Property”); and

WHEREAS, the parties are desirous of exchanging the District Property (Parcel A) and the Porter Family Property (Parcel B), one for the other; and

NOW THEREFORE the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Exchange. The District agrees to convey the District Property (Parcel A) in fee simple interest to the Porter Family in consideration for the conveyance to the District of the Porter Family Property (Parcel B), in fee simple interest, together with all the improvements, easements and appurtenances in accordance with the terms and provisions of this Agreement.
3. Documents, Costs and Closing. The conveyance to the Porter Family shall be by Deed of Conveyance to a Private Entity and the conveyance to the District shall be by general/statutory warranty deed. Closing shall occur on or before the 31st day of December 2018, at the law offices of Pennington, P.A. Each party will be responsible for its own costs for legal representation. The District has paid, prior to closing, the costs of the appraisal and review appraisal for the District Property and the Porter Family Property. The Porter Family will pay for the title exam/insurance, boundary map/acreage certification or survey and Environmental Site Assessment on the District Property if they elect to have such. In addition, the Porter Family shall pay the cost of documentary stamp taxes for the District Property and the Porter Family Property, and for the cost of preparing and recording any documents required to convey unencumbered, clear fee simple title to the District. The District will pay for the survey or boundary map/acreage certification, environmental site assessment, title exam and insurance for the Porter Family Property, as well as the cost of recording

the deed and document preparation fees related to the District and Porter Family Property and the cost of recording such other documents as may be required to be recorded to effectuate the conveyance of the District to the Porter Family in unencumbered fee simple title. All taxes and assessments on the Porter Family Property shall be satisfied of record by the Porter Family prior to closing. At closing, the District shall execute a Deed of Conveyance to a Private Entity pursuant to Section 373.099, Florida Statutes, and the Porter Family shall execute a general/statutory Warranty Deed and a Seller's Affidavit, more particularly described on this Agreement as Exhibit B. The District Property and the Porter Family Property shall be conveyed in the same physical condition as they exist on the effective date of this Agreement, ordinary wear and tear accepted.

4. Value. The value of the District Property for the purpose of this Agreement shall be considered to be an amount equal to the appraised value. The value of the Porter Family Property for the purpose of this Agreement shall be considered to be an amount equal to the appraised value.
5. Title, Survey and Environmental Audit. If the District notifies the Porter Family of any objection to the title, the boundary map/acreage certification or survey, or the environmental site assessment for the Porter Family Property, then the Porter Family shall have the option to cure such objection prior to closing or to terminate this Agreement without further liability.
6. Inspection. The Porter Family agrees that after the date of this Agreement, the District and its agents and employees shall have the right upon reasonable notice to enter upon the Porter Family Property for all lawful purposes permitted under this Agreement.
7. Attorneys/Brokers. Each party shall be responsible for its own attorney fees in connection with any actions arising out of this Agreement. Each party warrants to the other that no person or entity is entitled to any real estate commission, finders, referral or any other fee as a result of this Agreement or the subsequent closing.
8. Conditions. The District's obligation to perform this Agreement is expressly made contingent and conditioned upon the following:
 - (a) No condemnation proceedings or any other matters which might have an adverse effect on the fee simple value of the Porter Family Property shall be pending or threatened against the Porter Family Property or the Porter Family at closing.
 - (b) The District shall have received and approved the title examination and policy, the boundary map/acreage certification or survey, the environmental site assessment, the appraisal and appraisal review provided for herein on the land to be received from the Porter Family.
 - (c) There shall be no litigation pending or threatened seeking to recover title to the Porter Family Property or any part thereof or any interest therein or seeking to enjoin the violation of any law, rules, regulation, restrictive

covenants or zoning ordinances that may be applicable to the Porter Family Property as of closing.

- (d) The Porter Family Property or any portion thereof shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other federal, state or local governmental authority, flood, embargo, riot, civil disturbance, activity of armed forces or act of God or public enemy.
- (e) Any and all currently existing liens and/or security interests affecting the Porter Family Property or any portion thereof shall be fully paid and released at or prior to closing.
- (f) This Agreement is approved by the Governing Board of the District.
- (g) All signatories have good and lawful authority to execute this Agreement.

In the event that any one of the foregoing is outstanding or unsatisfied as of the closing, the District shall have the right to terminate this Agreement and neither party shall have any further obligations or liabilities hereunder.

9. Miscellaneous. This Agreement may not be assigned without the written consent of the parties. The legal successor of any party will be bound by this Agreement as fully as that party is bound. This Agreement is the entire agreement of the parties and supersedes all prior and contemporaneous agreements or understandings.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Brett Cyphers, Executive Director

PORTER FAMILY

By: _____
Joseph W. Porter

By: _____
Donna L. Miller

By: _____
Daniel Stebbins

By: _____
Carl E. Stebbins, Jr.

EXHIBIT A

Parcel A owned by District

To be determined by surveyor prior to closing.

Parcel B owned by the Porter Family

To be determined by surveyor prior to closing.

EXHIBIT B

SELLER'S AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared **Joseph W. Porter, Donna L. Miller, Daniel Stebbins and Carl E. Stebbins, Jr.**, (the "Porter Family"), referred to herein as "Grantor", who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described property:

SEE ATTACHED EXHIBIT A AND INCORPORATED HEREIN.

and that said Property (hereinafter called the "Property") is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real Property taxes for the year 2018, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than the deed incident to which this Affidavit is given.

11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.

22. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.

33. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the special warranty deed to which this Affidavit is given. The individuals executing this Affidavit and the special warranty deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.

44. The Property is in the same condition as existed on February 20, 2018. Since February 20, 2018, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

55. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

67. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

78. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) and the Federal Tax Identification/Social Security Number of said owner(s) are:

Joseph W. Porter	_____
Donna L. Miller	_____
Daniel Stebbins	_____
Carl E. Stebbins, Jr.	_____

89. All of the representations and warranties made by Grantor in that certain Exchange Agreement (the "Exchange Agreement") between Grantor and the Northwest Florida Water Management District for the exchange of Properties, including the representations and warranties contained in Paragraph 3 and Paragraph 8 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deed but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc., and Pennington, P.A., are relying hereon in order to exchange an interest in Properties, insure title thereto, and/or close the exchange of the Properties. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he or she has read or has heard read to him or her the complete text of this Affidavit and fully understands its contents.

Joseph W. Porter

By: _____
Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 2018, by Joseph W. Porter, who is personally known to me or who has produced _____ as identification.

Notary Public, State and County Aforesaid

My Commission Expires:

Donna L. Miller

By: _____
Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 2018, by Donna L. Miller, who is personally known to me or who has produced _____ as identification.

Notary Public, State and County Aforesaid

My Commission Expires:

Daniel Stebbins

By: _____
Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 2018, by Daniel Stebbins, who is personally known to me or who has produced _____ as identification.

Notary Public, State and County Aforesaid

My Commission Expires:

Carl E. Stebbins, Jr.

By: _____
Print Name: _____

Sworn to and subscribed before me this _____ day of _____, 2018, by Carl E. Stebbins, Jr., who is personally known to me or who has produced _____ as identification.

Notary Public, State and County Aforesaid

My Commission Expires:

Exhibit A

To be determined by surveyor prior to closing.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: August 28, 2018

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Purchase and Sale Agreement for the Circle H Properties Conservation Easement; Econfinia Creek WMA

Recommendation:

Staff recommends the Governing Board accept the appraisal prepared by Carlton Appraisal Company and the review appraisal prepared by Brown Bevis Real Estate Appraisers, Inc. for the Circle H Properties Conservation Easement in Bay County and authorize the Executive Director to execute the following documents: the Purchase and Sale Agreement, Conservation Easement and all closing documents on behalf of the District with Circle H Properties, LLC, for the acquisition of the Conservation Easement for \$53,994, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller and the FY 2018-19 budget.

Background:

Staff obtained one appraisal and a review appraisal of the one appraisal for the Circle H property. The appraisal was prepared by Carlton Appraisal Company and the review appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. Each of the above-named appraisers is on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement, on approximately 60 acres in Bay County from Circle H Properties, LLC. The property is located west of County Line Road and is adjacent to existing District land on the east boundary in Bay County (see attached map).

Purchase Price. The purchase price negotiated by staff for the conservation easement is \$53,994 or \$899.90 per acre. The purchase price does not include any closing costs.

The purchase of this conservation easement is funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2018-19 budget for this acquisition.

Appraisal/Review Appraisal. The District paid for the appraisal and review appraisal at a combined cost of \$3,897.

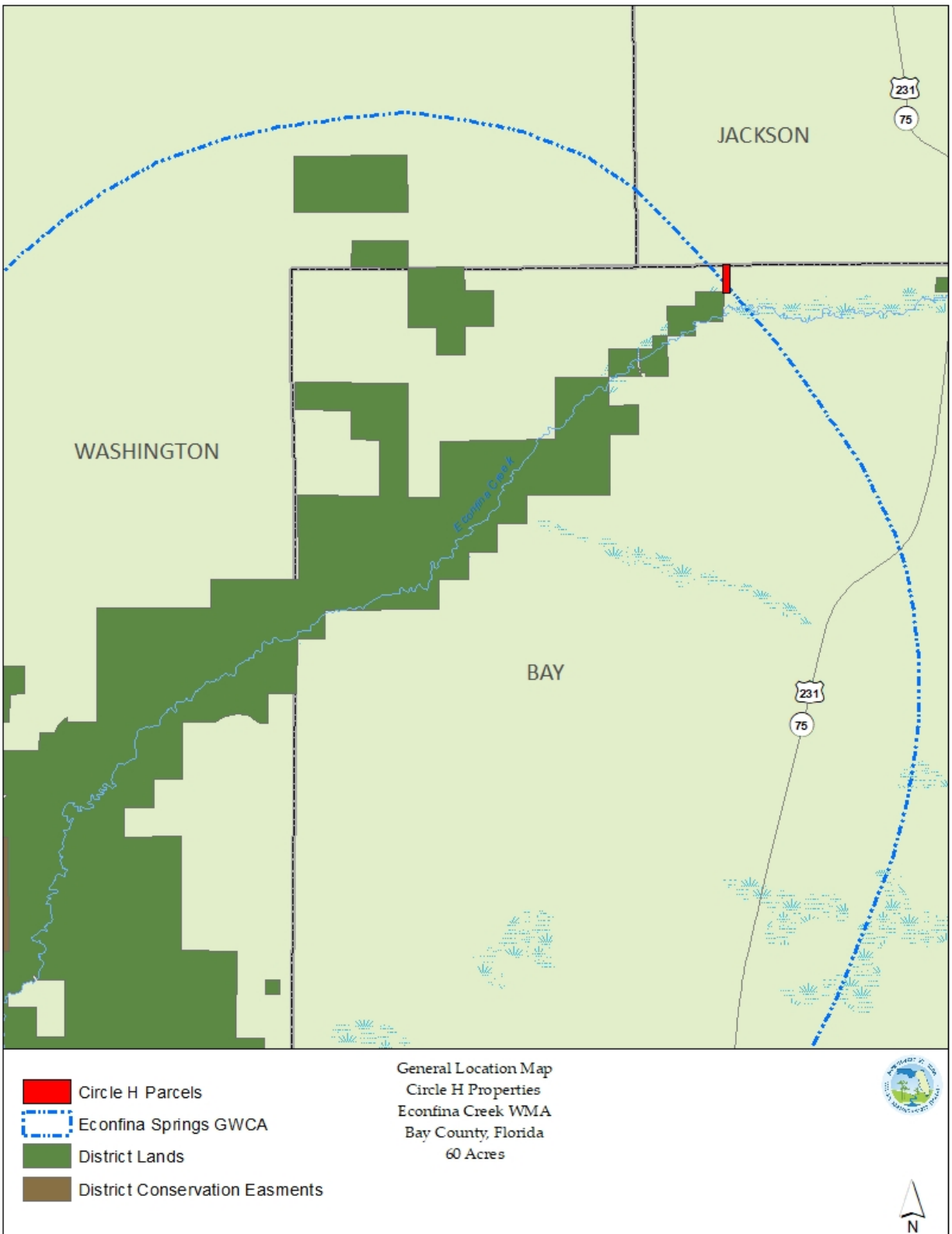
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, estimated at \$8,000.

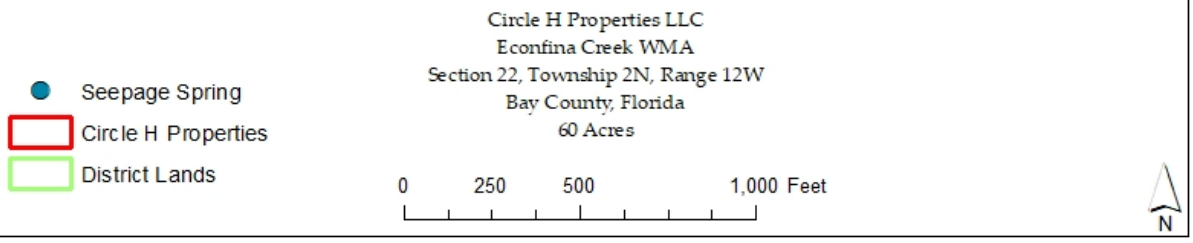
Environmental Site Assessment. The District will pay for the environmental site assessment, estimated at \$5,000.

Baseline Documentation Report. The District will pay for the baseline documentation report, estimated at \$5,000.

Title Insurance. The District will pay for the cost of the title exam and premium, estimated at \$560.50. The cost of document preparation and recording fees will be paid by the District and are estimated at \$654.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2018, between **CIRCLE H PROPERTIES, LLC**, having a mailing address of 1204 Savannah Drive, Panama City, Florida 32405, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Conservation Easement/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement (the "Conservation Easement") through, across, upon and under that certain real property more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the Conservation Easement on the Property (the "Purchase Price") will be Fifty-Three Thousand Nine Hundred Ninety-Four and 00/100 Dollars (\$53,994.00).

4. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

5. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the survey, and such objections shall be treated in the same manner as an objection to title. The cost of the survey shall be borne by Purchaser.

6. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement “hazardous materials” will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. “Environmental Laws” will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller’s knowledge and belief:

(a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

(b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

(c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting

requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

(d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.

(e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

(f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.

(g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

7. **Closing Documents.** The Closing will take place on or before December 31, 2018, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 11:00 a.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than December 31, 2018. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of appropriations in the fiscal year of closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit C**, a Title Possession and Lien Affidavit, and the Conservation Easement as set forth in **Exhibit B**. The cost of document preparation shall be borne by Purchaser.

8. **Baseline Documentation.** At least 30 days prior to Closing, Purchaser shall obtain, and Purchaser and Seller shall agree to, the Baseline Documentation, which shall consist of the specific physical, ecological and biological condition and conservation values of the Property, and which shall consist of reports, a map, photographs and other documentation that the Parties shall agree provide, collectively, an accurate representation of the Property at that time and which is intended to serve as an objective information baseline for monitoring compliance with the terms of the Conservation Easement. To the extent necessary, the Closing Date shall be extended until the Parties mutually agree to the Baseline Documentation. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the Parties shall utilize the Baseline Documentation to resolve such controversy. The Baseline Documentation shall be one and the same as that which is referenced in the Conservation Easement executed at Closing.

9. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the Conservation Easement shall be borne by Purchaser. Each party shall bear their own attorney fees. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of the Seller.

10. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on April 18, 2018, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

11. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Conservation Easement, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions and other matters affecting title.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paving liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller

is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on April 18, 2018. Since April 18, 2018, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees thereon, by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) All harvesting and timbering agreements affecting the Property have been effectively terminated by Seller and no party, other than Seller, has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code.

12. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

13. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

14. **Successors in Interest/References.** Upon Seller’s execution of this Agreement, Seller’s heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

15. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

16. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

17. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

18. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

19. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

20. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Circle H Properties, LLC
1204 Savannah Drive
Panama City, Florida 32405
ATTN: Tommy E. Hamm, Jr., Managing Member

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333
ATTN: Mr. Lennie Zeiler, Director of the Division of Asset Management

Seller's representative in matters relating to this Agreement will be Tommy E. Hamm, Jr. Purchaser's representative in matters relating to this Agreement will be the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

21. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

22. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the Survey, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 6 and 11 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 6 and 11 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from the Florida Department of Environmental Protection;

(k) INTENTIONALLY OMITTED.

(l) The **Purchaser** may terminate this Agreement at any time prior to Closing.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then Purchaser shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or Purchaser may waive any of such requirements and complete the purchase as herein provided.

23. INTENTIONALLY OMITTED.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

25. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until September 13, 2018.

26. **Subordination.** If at the time of conveyance of the Conservation Easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Conservation Easement, to subordinate its rights in the Property to the Conservation Easement to the extent necessary to permit the Purchaser to enforce the purpose of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

CIRCLE H PROPERTIES, LLC

By: _____

Tommy E. Hamm, Jr.

Its: **Managing Member**

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

Brett Cyphers, Executive Director

Date: _____

EXHIBIT “A”

LEGAL DESCRIPTION OF CONSERVATION EASEMENT

The land referred to herein below is situated in the County of Bay, State of Florida, and is described as follows:

The Northeast Quarter of the Northeast Quarter, less the North 25 feet and the North Half of the Southeast Quarter of the Northeast Quarter Section 22, Township 2 North, Range 12 West, Bay County, Florida.

EXHIBIT B
[CONSERVATION EASEMENT]

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2018, by and between Circle H Properties, LLC, having a mailing address of 1204 Savannah Drive, Panama City, Florida, 32405, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Bay County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the special characteristics of the Property and with both parties having a common purpose of conserving and protecting in perpetuity the natural, and hydrological integrity of the Property, including the Property’s natural features, water resource benefits, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Econfinia Creek, while preserving the remainder of the Property as productive forest land that sustain the long-term economic and conservation values of the Property,

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2017), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

1. **PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features, water resource benefits, and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Econfinia Creek.
2. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property. Further, Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.

B. **Sale or Transfer of Interest.** Subject to Section 18 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee and Grantor shall provide Grantee with a copy of the recorded instrument of conveyance. Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.

C. **Residential Use.** One residence, together with supporting buildings and amenities, may be constructed on the Property. The residence site is exempt from the prohibited uses recited herein to the extent that the prohibited uses conflict with the residential uses. Construction of new residence together with supporting buildings and amenities shall not exceed the Total Impervious Surface Amount.

In addition, Grantor is allowed to maintain and repair the existing structures whose location is depicted on Exhibit “__” and, in the event said structure is destroyed, Grantor may construct or expand the existing structure whose location is depicted on Exhibit “__” as long as the Total Impervious Surface Amount is not exceeded.

D. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property so long as the same does not constitute a danger to Grantee’s employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

In addition, Grantor retains the right to install portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

E. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, so long as the Property is maintained in a manner consistent with this Easement. The lessee must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.

F. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry (“Silviculture”) management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit “__” and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional forestry activities would allow. If pesticides or herbicides are used in forestry practices, follow the measures in Florida’s Silviculture Best Management Practices Manual and adhere strictly to label restrictions.

Grantor shall provide Grantee a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted within the pine plantation or uplands areas on the Property. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida,

Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect.

G. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee. Such plan shall be submitted before undertaking any activities. Grantee will consider and not deny any reasonable request.

H. **Fencing.** Grantor retains the right to repair existing fence and install fencing along the perimeter of the Property for the 10-acre tract and 50-acre tract. Grantor also retains the right to install cross fencing on the Property. Fencing and cross fencing shall avoid wetland areas and Grantor shall agree to provide a map or drawing to the Grantee for approval delineating the location of the proposed fencing prior to construction. Grantee will approve any reasonable request.

I. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantee will approve any reasonable request for construction of additional signs.

J. **Access.** Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.

K. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of two (2) acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines.

L. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.

M. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

N. **Trails.** Grantor retains the right to maintain existing trails on the property. In addition, Grantor retains the right to build new trails in the upland portion of the property.

O. **Livestock and Native Game.** Grantor may engage in the raising of livestock and native game on the Property in accordance with current Florida Department of Agriculture and Consumer Services Best Management Practices and in accordance with the following:

- 1) Implement a nutrient management plan that includes use of the Institute of Florida Agricultural Science's (IFAS) low nitrogen fertilization recommendations;
- 2) Enroll in the Florida Department of Agriculture Best Management Practices (BMP) program for all applicable operations. Follow the most current version(s) of the BMP manuals.
- 3) Maintain a stocking rate not to exceed 700 lb. of animal per acre. This equates to roughly one cow/calf pair per every two acres or five game animals per acre.

P. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property.

Q. **Harvest Hay.** Grantor may engage in mowing and harvesting hay on the Property within the areas delineated as Improved Pasture on Exhibit "___", of the baseline documentation report. Harvesting of hay shall not be conducted for commercial purposes.

R. **Construction of One Pond.** Grantor may construct one pond on the Property, subject to receipt of all applicable permits. Grantor is not relieved from complying with any applicable local government, state, or federal law, rule, ordinance or permits.

3. **RIGHTS GRANTED TO GRANTEE.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- A. The right to protect and preserve the conservation values of the Property.
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.
- C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such

entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

- D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Timely communication shall be required by Grantor with Grantee to minimize potential inconsistent activities occurring and facilitate widest possible use of the property consistent with the purposes of this Easement.
- E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
- F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to two (2) acres (the "Total Impervious Surface Acreage").

4. PROHIBITED ACTIVITIES AND USES. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted:

- A. **Subdivision.** There shall be no subdivision of the 10-acre tract or 50-acre tract that make up the Property.
- B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.
- C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up or expansion of the number of lanes in existing roads, except as allowed in the Rights Reserved to Grantor provision of this Easement.
- D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, and water retention areas and karst depressions or other features connected to spring conduits.
- E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property. This prohibition shall not be construed to include reasonable amounts of waste generated as a result of allowed activities.

G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.

H. **Exotic Animals.** There shall be no type of exotic animal or an animal that is not native to Florida placed on the Property without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC.

I. **Archaeological Sites.** There shall be no acts or uses on the Property detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.

J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetland areas and there shall be no conversion of said wetlands. Grantee shall have complete timber rights in these cypress wetlands, hydric hammock, mixed bottom land hardwoods or other isolated wetland forests as shown on Exhibit “___”.

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantee may, at its sole discretion, enter upon the Property to cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from which such timber is removed. All costs for cutting and removal and restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

L. **Improved Pasture.** There shall be no conversion of any additional area of the Property to improved pasture. Only the area delineated on Exhibit “___”, per the baseline documentation report, shall be improved pasture.

M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement.

N. **Mowing and Mulching.** There shall be no mowing and mulching activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control, habitat enhancement and restoration, and provided that such chemicals shall be applied by non-aerial means on the Property. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Activities of this kind shall not occur within a 100-foot buffer around sinkholes and other karst features that are connected to spring conduits.

5. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit "B" and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this grant, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
6. **DURATION OF EASEMENT.** This Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
7. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.

8. **MODIFICATION.** The Easement as herein defined may be modified by mutual written, signed modification agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06 Florida Statutes (2017), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
9. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Circle H Properties, LLC
1204 Savannah Drive
Panama City, Florida 32405

To the Grantee: Northwest Florida Water Management District
Director, Division of Asset Management
81 Water Management Drive
Havana, Florida 32333

With a copy to: J. Breck Brannen, Esq.
Pennington, P.A.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

10. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.
11. **PRE-SUIT MEDIATION.** From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

- 12. INSPECTION AND ENFORCEMENT.** Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or

successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantee may install a small number of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by both parties. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by both parties.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantee and located in such a manner as to not interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

13. **LIMITED USE OF THE PROTECTED PROPERTY.** The Easement granted hereby and the covenants herein are subject to the express understanding that the Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor and Grantee with respect to the Property are only those specifically stated herein.
14. **TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR.** Grantee shall be permitted to transfer or assign its interest in this Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the preservation of sites or properties; however, any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property unless such land is needed for road right-of-way by the county or state then such restrictions do not apply.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Bay County, Florida.

15. **HAZARDOUS WASTES.** Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.
16. **ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
17. **SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
18. **RIGHT OF FIRST REFUSAL.** In the event Grantor desires to sell or transfer the Property to a third party not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Property to Grantee prior to any subsequent transfer to a third party. In the further event the Property is transferred by Trust or from an estate to a third party not a lineal descendant of Grantor, then the Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value

determined by an appraiser selected by the Chief Judge of the Second Judicial Circuit of Florida acting upon a petition filed by either party.

19. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.
20. **INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes (2017), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2017).
21. **SEVERABILITY.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
22. **SUCCESSORS.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running perpetuity with the Property.
23. **NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.
24. **UNITY OF INTEREST.** Grantee shall not be obligated, by virtue of multiple Grantor's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantees' rights, remedies and functions under this Easement shall be by and through a "Coordinating Grantor", including without limitation, the Right of First Refusal. _____ (fill in name, if and when applicable) shall be designated as the Coordinating Grantor until such time as notice of a substitute Grantor is provided to Grantee.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR
CIRCLE H PROPERTIES, LLC

Print Name:_____

Tommy E. Hamm, Jr.,
Managing Member

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
who is personally known to me or has produced _____ as identification,
this ____ day of _____, 2018.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

GRANTEE

in the presence of:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
who is personally known to me or has produced _____ as identification,
this ____ day of _____, 2018.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT “A”

(legal description)

The land referred to herein below is situated in the County of Bay, State of Florida, and is described as follows:

The Northeast Quarter of the Northeast Quarter, less the North 25 feet and the North Half of the Southeast Quarter of the Northeast Quarter Section 22, Township 2 North, Range 12 West, Bay County, Florida.

EXHIBIT “B”
(baseline documentation map)

EXHIBIT “C”

TITLE POSSESSION AND LIEN AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Tommy E. Hamm, Jr., as Managing Member of Circle H Properties, LLC, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described Property:

The Northeast Quarter of the Northeast Quarter, less the North 25 feet and the North Half of the Southeast Quarter of the Northeast Quarter Section 22, Township 2 North, Range 12 West, Bay County, Florida.

and that said Property (hereinafter called the “Property”) is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real Property taxes for the year 2018, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.
6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than the deed incident to which this Affidavit is given.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the conservation easement incident to which this Affidavit is given. The individuals executing this Affidavit and the conservation easement incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on April 18, 2018. Since April 18, 2018, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as

has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification Number of Circle H Properties, LLC, is _____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of a conservation easement on the Property, including the representations and warranties contained in Paragraph 6 and Paragraph 11 of the Agreement, are true and correct as of the day hereof, and shall not merge into the Conservation Easement but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc., and Pennington, P.A., are relying hereon in order to purchase an interest in the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

CIRCLE H PROPERTIES, LLC

By: _____
Tommy E. Hamm, Jr., Managing Member

Sworn to and subscribed before me this _____ day of _____, 2018, by Tommy E. Hamm, Jr., as Managing Member of Circle H Properties, LLC.

Notary Public, State and County Aforesaid

My Commission Expires:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: August 28, 2018

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Purchase and Sale Agreement for the Cypress Spring Conservation Easement; Choctawhatchee River/Holmes Creek WMA

Recommendation:

Staff recommends the Governing Board accept the appraisals prepared by Carlton Appraisal Company and Kauttu Valuation and the review appraisal prepared by Brown Bevis Real Estate Appraisers, Inc., for the Cypress Spring Conservation Easement in Washington County and authorize the Executive Director to execute the following documents: the Purchase and Sale Agreement, Conservation Easement and all closing documents on behalf of the District with Nestle Waters North America, Inc., for the acquisition of the Cypress Spring Conservation Easement for \$812,700, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller and the FY 2018-19 budget.

Background:

Staff obtained two separate appraisals and a review appraisal of those two appraisals for the Nestle property. The appraisals were prepared by Carlton Appraisal Company and Kauttu Valuation and the review appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. Each of the above-named appraisers is on the Department of Environmental Protection's approved appraiser list. The review appraiser indicated the best supported valuation and this value set the ceiling on the purchase price offered to the Seller.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement, of a conservation easement on approximately 301 acres in Washington County from Nestle Waters North America Inc. The property is composed of 301 acres (see attached map) located east of Highway 79 and adjacent to existing District land on the east and

south boundaries in Washington County. The tract has more than 1,000 linear feet of frontage along Holmes Creek, including Cypress Spring and its spring-run stream.

The Cypress Spring conservation easement is located within the Cypress Spring Groundwater Contribution Area as well as the Holmes Creek Groundwater Contribution Area. Acquisition of this conservation easement will protect the water resources of Cypress Spring, a second magnitude spring with an average recorded discharge rate of 89.47 cubic feet per second. The spring pool is roughly circular and the main vent measures to a depth of 26 feet. Another spring vent is located 30 feet downstream from the main vent.

Nestle will donate the funds received at closing for the sale of the Cypress Spring conservation easement back to the District. The District will use that money for shoreline restoration and recreation improvements. These improvements will enhance public access while also protecting water quality of Cypress Spring and its associated spring-run.

Purchase Price. The purchase price negotiated by staff for the conservation easement is \$812,700, or \$2,700 per acre. The purchase price does not include any closing costs.

The purchase of this conservation easement is funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2018-19 budget for this acquisition.

Appraisal/Review Appraisal. The District paid for the appraisals and review appraisal at a combined cost of \$12,289.

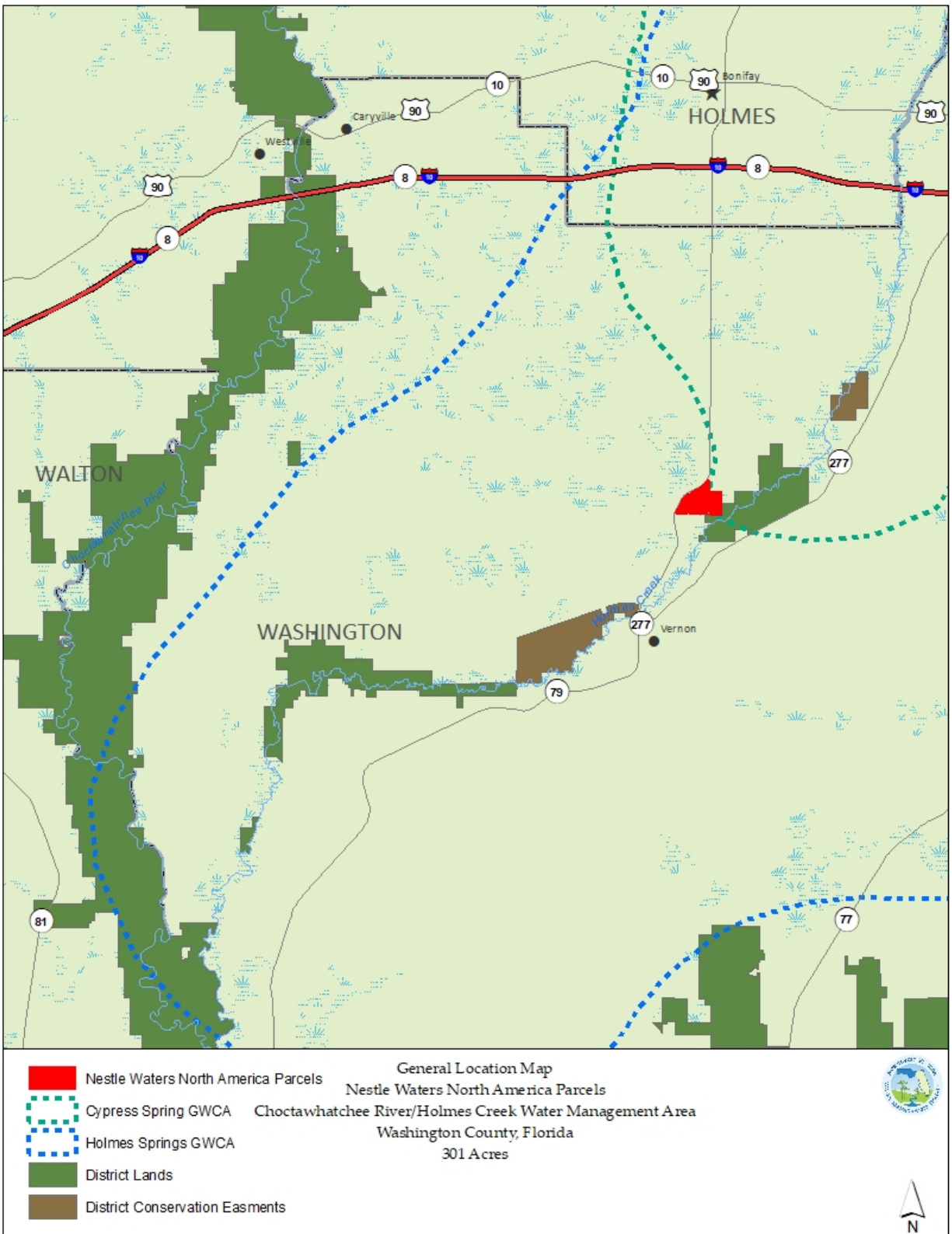
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, estimated at \$17,500.

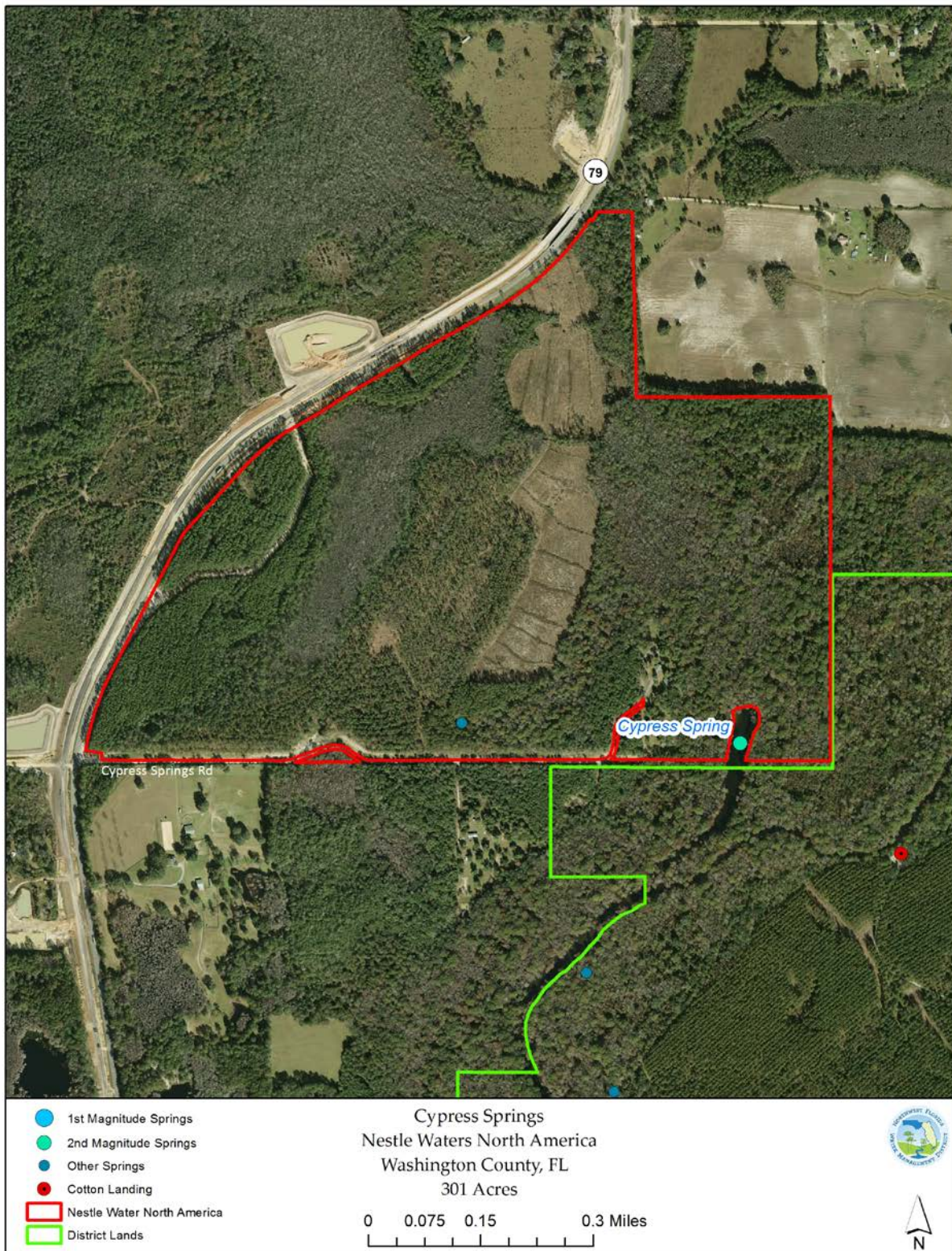
Environmental Site Assessment. The District will pay for the environmental site assessment, estimated at \$5,000.

Baseline Documentation Report. The District will pay for the baseline documentation report, estimated at \$5,000.

Title Insurance. The District will pay for the cost of the title exam and premium, estimated at \$4,388.50. The cost of document preparation and recording fees will be paid by the District and are estimated at \$705.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this _____ day of _____, 2018, between **NESTLE WATERS NORTH AMERICA INC.**, having a mailing address of 900 Long Ridge Road, Building 2, Stamford, CT 06902, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Conservation Easement/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement (the "Conservation Easement") through, across, upon and under that certain real property more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the Conservation Easement on the Property (the "Purchase Price") will be Eight Hundred Twelve Thousand Seven Hundred and 00/100 Dollars (\$812,700.00).

4. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

5. **Survey.** Purchaser will obtain a current survey of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the survey, and such objections shall be treated in the same manner as an objection to title. The cost of the survey shall be borne by Purchaser.

6. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental

Laws” will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller’s knowledge and belief:

- (a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.
- (b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.
- (c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.
- (d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.
- (e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.
- (f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.
- (g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

7. **Closing Documents.** The Closing will take place on or before December 31, 2018, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 11:00 a.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than December 31, 2018. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of appropriations in the fiscal year of closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit C**, a Title Possession and Lien Affidavit, and the Conservation Easement as set forth in **Exhibit B**. The cost of document preparation shall be borne one-half by Seller and one-half by Purchaser.

8. **Baseline Documentation.** At least 30 days prior to Closing, Purchaser shall obtain, and Purchaser and Seller shall agree to, the Baseline Documentation, which shall consist of the specific physical, ecological and biological condition and conservation values of the Property, and which shall consist of reports, a map, photographs and other documentation that the Parties shall agree provide, collectively, an accurate representation of the Property at that time and which is intended to serve as an objective information baseline for monitoring compliance with the terms of the Conservation Easement. To the extent necessary, the Closing Date shall be extended until the Parties mutually agree to the Baseline Documentation. The Baseline Documentation will be placed and retained on file with

Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the Parties shall utilize the Baseline Documentation to resolve such controversy. The Baseline Documentation shall be one and the same as that which is referenced in the Conservation Easement executed at Closing.

9. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the Conservation Easement shall be borne by Purchaser. Each party shall bear their own attorney fees. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of the Seller.

10. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on March 1, 2018, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

11. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Conservation Easement, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions and other matters affecting title.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paying liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters

contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on March 1, 2018. Since March 1, 2018, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees thereon, by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) INTENTIONALLY OMITTED.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code.

12. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

13. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

14. **Successors in Interest/References.** Upon Seller's execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

15. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

16. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

17. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

18. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

19. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

20. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Nestle Waters North America Inc.
900 Long Ridge Road, Building 2
Stamford, CT 06902

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333
ATTN: Mr. Lennie Zeiler, Director of the Division of Asset Management

Seller's representative in matters relating to this Agreement will be Kent S. Koptiuch. Purchaser's representative in matters relating to this Agreement will be the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

21. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

22. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the Survey, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 6 and 10 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 6 and 11 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from the Florida Department of Environmental Protection;

(k) INTENTIONALLY OMITTED.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then Purchaser shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or Purchaser may waive any of such requirements and complete the purchase as herein provided.

23. INTENTIONALLY OMITTED.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

25. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until September 13, 2018.

26. **Subordination.** If at the time of conveyance of the Conservation Easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Conservation Easement, to subordinate its rights in the Property to the Conservation Easement to the extent necessary to permit the Purchaser to enforce the purpose of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any superior rights of the holder.

27. **Restoration Plan.** Purchaser and Seller shall have until 20 days prior to the Closing Date to mutually draft and agree in good faith on a plan for Shoreline Restoration construction of the Recreation Area as contemplated and defined in the Conservation Easement.

28. **Donation Agreement.** Purchaser and Seller shall have until 20 days prior to the Closing Date to mutually draft and agree in good faith on a Donation Agreement for the deposit, management and distribution of funds for the construction and maintenance of the Shoreline Restoration Area and the Recreation Area described in the Conservation Easement.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

**NESTLE WATERS NORTH
AMERICA INC.**

By: _____
Print Name: _____
Its: _____
Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

George Roberts, Chair

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF CONSERVATION EASEMENT

The land referred to herein below is situated in the County of Washington, State of Florida, and is described as follows:

PARCEL 1:
Beginning at the common corner of Section 18, 13, 19 and 24 of Township 3 North, Range 15 West, Washington County, Florida, thence along the southerly line of Section 13 North 88°54'09" West, a distance of 2668.82 feet to a point; thence continuing along said line North 88°54'04" West, a distance of 1311.98 feet to a point on the easterly right-of-way of State Road 79; thence along said right-of-way along a curve to the right along an arc distance of 667.68 feet, having a radius of 1859.35 feet together with a chord distance of 664.10 feet at North 18°16'44" East to a point; thence continuing along said right-of-way North 28°33'40" East, a distance of 1143.45 feet to a point; thence continuing along said right-of-way along a curve to the right along an arc distance of 1063.64 feet, having a radius of 1859.35 feet together with a chord distance of 1049.20 feet at North 44°56'40" East to a point; thence continuing along said right-of-way North 61°19'40" East, a distance of 1348.89 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 21.94 feet to a point; thence continuing along said right-of-way North 61°20'06" East, a distance of 354.27 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 3.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 95.33 feet, having a radius of 1981.34 feet together with a chord distance of 95.32 feet at North 59°57'31" East to a point; thence continuing along said right-of-way North 31°25'03" West, a distance of 3.0 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 830.17 feet, having a radius of 1981.34 feet together with a chord distance of 824.11 feet at North 46°34'45" East to a point; thence continuing along said right-of-way South 55°26'27" East a distance of 18.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 63.44 feet, having a radius of 1999.34 feet together with a chord distance of 63.44 feet at North 33°40'01" East to a point; thence leaving said right-of-way South 89°14'48" East, a distance of 255.60 feet to a point on the easterly line of Section 13; thence along said Section Line, South 01° 05'55" West, a distance of 1321.79 feet to a point; thence continuing along said Section Line, South 00°23'47" East, a distance of 1291.76 feet to a point; thence continuing along said Section Line South 00°23'47" East, a distance of 1291.76 feet to a point; said point being the POINT OF BEGINNING.
LESS AND EXCEPT THE LEGAL DESCRIBED IN OFFICIAL BOOK 266, PAGE 1574, Book 946, Page 449 and Book 946, Page 451.

PARCEL 2:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

PARCEL 3:
THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

EXHIBIT B
[CONSERVATION EASEMENT]

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2018, by and between **NESTLE WATERS NORTH AMERICA Inc.** having a mailing address of 900 Long Ridge Road, Building 2, Stamford, CT 06902, (hereinafter referred to as “**Grantor**”) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as “**Grantee**”) and collectively hereinafter referred to as the “**Parties**”. As used herein, the term “**Grantor**” shall include any and all successors or assigns of the Grantor and all subsequent owners of the “**Property**” as defined herein; and the term “**Grantee**” shall include any successor or assignee of Grantee.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property, approximately 309 acres, lying and being situated in Washington County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “**Property**”); and

WHEREAS, the Parties mutually recognize the conservation value of the natural, scenic, and special character of the Property and have the common purpose of conserving that certain natural, scenic and special character of the Property, which include its wetland forests and productive forest lands, as well as providing water resource benefits that include the Property’s contribution to the protection and enhancement of the quality of water that flows from Cypress and Piney Springs; and

WHEREAS, the Parties recognize the Property’s natural, scenic and special characteristics and that the Parties have a common purpose of conserving and protecting in perpetuity the Property concurrently with preserving the remainder of the Property’s uplands as productive forest land that sustain the long-term economic and conservation values of the Property; and

WHEREAS, the Parties recognize that the existing agricultural and commercial uses and the past and present stewardship of the Property have contributed to the conservation of certain natural resources and by the conveyance of this conservation easement will serve as a compatible and complimentary land use to the management and sustainability of the core conservation lands within the Holmes Creek/Choctawhatchee River Basin; and

WHEREAS, Grantor agrees to convey to Grantee a perpetual conservation easement (hereinafter referred to as the “**Easement**”) on, over and across the Property, to conserve and protect the natural, scenic and special character of the Property, as well as allowing the present and future uses described herein, including the continuation of the Grantor’s bottled water operations; and

WHEREAS, Grantor agrees to allow Grantee to conduct spring shoreline restoration and protection measures around the shoreline perimeter of Cypress Spring and its associated spring-run, which is more specifically described in Exhibit “B,” (hereinafter referred to as “Shoreline Restoration Area”), including the ability to conduct sediment removal activities from adjacent submerged sovereign state lands and limited construction and perpetual land management and maintenance access over and through the Property; and

WHEREAS, the Grantor grants to the Grantee the right to provide public access by water only to a small portion of the Property immediately adjacent to and surrounding the shoreline perimeter of Cypress Spring and its associated spring-run, which is more specifically described in Exhibit “C,” (hereinafter referred to as “Recreation Area”), and agrees to allow Grantee to construct, maintain and manage a limited number of public access and recreation structures and facilities, including public restrooms, within the Recreation Area to protect the water quality of Cypress Spring and its associated spring-run and to allow traditional recreational use of the spring for current and future generations.

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee and its successors and assigns a perpetual easement on, over, upon and across the Property for the purposes set forth herein, and pursuant to Sections 704.06 and 373.1395, Florida Statutes:

1. EASEMENT. By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement and that Grantor will be afforded protection from liability in accordance with Sections 373.1395(5) and 375.251, Florida Statutes.

2. PURPOSE OF EASEMENT. In addition to the recitations stated above, the purpose of this Easement is to prohibit development on the Property, except as authorized herein, and thereby protect and preserve, in perpetuity, the natural, scenic and special character of the Property.

3. RIGHTS RESERVED TO GRANTOR. Grantor reserves in perpetuity, for its successors and assigns, lessees, agents and licensees, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

A. Rights not Expressly Prohibited. Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited in this Easement or expressly conveyed to Grantee in this Easement.

B. Sale or Transfer of Interest. Grantor retains the right to sell, rent, lease or mortgage the Property and shall provide Grantee with a copy of the recorded instrument of conveyance.

C. **Water and Infrastructure.** Grantor retains the right to withdraw water in accordance with its water use permit or subsequent permits or government approvals. Grantor retains the right to use, maintain, repair and replace existing water wells, water pumping stations and associated conveyance structures and pipelines, water loading stations, well houses, and associated appurtenances and buildings or expand the size of existing water wells, water pumping stations and associated conveyance structures, and associated appurtenances and buildings on the Property within its current footprint of 15 acres, and included within the Baseline Documentation, attached as Exhibit “E”, retained on file by the Grantee and a copy provided to Grantor. In addition, Grantor retains the right to construct, use, maintain, repair and replace future water wells, water pumping stations and conveyance structures and pipelines, loading stations, well houses, and associated appurtenances and buildings not to exceed 30 acres of impervious surface on upland portions of the Property. In accordance with this paragraph 3.C. and paragraph 3.O., Grantor shall not exceed a total combined area of existing, expanded or new water wells, water pumping stations and associated conveyance structures and pipelines, well houses, bottled water facility, and associated appurtenances and buildings in excess of 75 acres of impervious surface on the Property. Stormwater runoff from impervious surface shall comply with any required state or government permit.

Further, Grantor retains the right to construct and install new water pipelines and repair and replace water pipelines and associated conveyance structures, either below or above ground, from existing, expanded, new and replacement water wells on the Property to water pumping stations. Water pipelines and associated conveyance structures shall be constructed in accordance with any required state or governmental permit. Any above ground pipelines and associated structures shall be included in the Grantor’s impervious surface limitation.

Any and all existing, expanded, new or replacement water wells, pumping stations and associated conveyance structures and pipelines will be subject to the approval and receipt of necessary regulatory permits from applicable federal, state, water management district, county and local agencies. Furthermore, Grantor acknowledges that this Easement does not imply or guarantee that Grantee will issue to Grantor the necessary approvals or permits for the continued or increased withdrawal of water from the Property.

D. **Construction.** In addition to the rights in 3.C., Grantor retains, without the consent of the Grantee, the right to:

1. Develop, construct, maintain, repair, expand and replace improved and unimproved roads necessary for the operation of existing, expanded, new or replacement water wells, water pumping stations and conveyance structures and pipelines and associated appurtenances and buildings on the Property. Grantor shall submit all improved and unimproved management road plans to Grantee. Roads built of impervious material shall count toward Grantor’s total impervious surface limitation on the Property.
2. Maintain, repair and replace the existing management residences and bathrooms (and all utilities to support such) and access roads to such buildings.
3. Maintain, repair and replace existing roads, bridges, culverts, and drainage structures or other structures that exist on the Property as of the date.
4. Construct, maintain, repair and replace fencing along the perimeter or interior of the Property and install other exclusionary fencing and security features, such as cameras, motion detectors, alarms and sirens, around its water wells, pumping stations and associated conveyance

structures and pipelines, loading stations, and management residences and associated buildings. Grantor shall provide Grantee a map or drawing delineating the location of any proposed fencing and security features. Fences shall not count toward Grantor's total impervious surface limitation on the Property.

5. Construct, maintain, repair and replace exclusionary access fencing and security features, such as cameras, motion detectors, alarms and sirens, along the transition zone between the Holmes Creek floodplain and adjacent uplands in the vicinity of Cypress Spring to prevent trespass by the public to the Property where public access is expressly prohibited. The location of the exclusionary access fencing and security features shall not impede the flow of water in the floodplain or adversely affect or impact the natural floodplain functions of Holmes Creek and its associated wetland habitats. If required, Grantor shall obtain any regulatory, building permits or other permits necessary for installation and construction of Grantor's exclusionary access fencing and security features. Fences shall not count toward Grantor's total impervious surface limitation on the Property.

6. Maintain, repair and replace existing barns, signs, roads, fences or other structures or buildings (all utilities required to support such), and construct such additional signs and fences as Grantor may determine, necessary for agricultural activities not prohibited by this Easement in accordance with applicable local, state and federal laws, rules and regulations and applicable best management practices (BMPs). Fences shall not count toward Grantor's total impervious surface limitation on the Property.

E. Spring Restoration, Protection and Public Access - Review and Approval of Designs and Public Access. Grantor retains the right to review, comment, approve, disapprove, modify or revise any preliminary or final designs proposed by Grantee to conduct its shoreline restoration and protection, sediment removal, public access and public recreation design, construction and installation, operations, and activities in the Shoreline Restoration Area and Recreation Area. Prior to implementation of any spring restoration and protection, and public access project, Grantee shall seek written authorization from Grantor. Grantor shall provide, in writing, within thirty (30) days from receipt, its approval, disapproval, objections or proposed modifications to any preliminary or final designs proposed by Grantee for the above. In the event Grantor fails to provide written notification to Grantee within the thirty (30) day approval, disapproval, objection or modification period, such action shall be deemed as a disapproval of Grantee's preliminary or final designs to conduct its shoreline restoration and protection, sediment removal, public access and public recreation design, construction and installation, operations, and activities. Notwithstanding Section 3.Q., the Grantor may take any action on any request by Grantee for approval or consent related to public access and public recreation design, construction and installation, operations, and activities in the Recreation Area in its sole and absolute discretion.

F. Access. Grantor retains the right to control access, including fences and gates, to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any access rights to Grantee or the public for physical access to the Property, except as provided for in Sections 4, 5, and 6.

G. Grantor Access Route Approval. Grantor retains the right to approve and determine any and all access routes, either temporary or permanent, utilized by Grantee on the Property to conduct its shoreline restoration, protection, sediment removal, public access and

public recreation design, construction, installation, management and maintenance operations and activities.

H. **Heavy Equipment Operation.** Grantor retains the right to require the use of its Heavy Equipment and Drill Rig Clean Operation Standards,” (hereinafter referred to as the “Standards”) attached as Exhibit “D,” and as subsequently amended, by the Grantee when it is conducting any and all shoreline restoration and protection, sediment removal, public access and public recreation design, construction, installation, operations and activities to eliminate or reduce the risk of soils and groundwater contamination on the Property. Grantor retains the right to update and amend such Standards, which shall be provided to Grantee.

I. **Hunting and Fishing.** Grantor retains non-commercial hunting and fishing rights on the Property. Grantor retains the right to lease all or part of the Property for non-commercial hunting and fishing. Any such lease must explicitly reference the terms of this Easement. Grantor retains the right to control nuisance and exotic species through commercial hunting contracts. Any such contract must explicitly reference the terms of this Easement.

J. **Wildlife Food Plots.** Grantor retains the right to develop a total of 24 acres of the Property into wildlife food plots in accordance with Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Wildlife food plots shall be limited to individual plots of three-acres or less in size scattered as uniformly as possible on the Property. Further, Grantor retains the right to conduct any liming or fertilization activities on the Property for wildlife food plots. Grantor shall provide Grantee a nutrient management plan prior to undertaking such action.

K. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.

L. **Existing Structures and Facilities.** Grantor reserves the right to maintain, repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation, unless expanded in accordance with this Easement.

M. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

N. **Pesticides, Herbicides and Fertilizers.** Except for small amounts of pesticides required to treat harmful insect infestations in and around management structures, buildings and other structures and for private and public safety purposes, the use of any and all pesticides, herbicides and fertilizers are prohibited by Grantor on the Property.

O. **Bottled Water Operations.** Notwithstanding any provision in this Easement to the contrary, the Grantor retains the rights to operate, maintain and expand its bottled water operations on the Property, including the right to expand its bottled water operations by constructing and operating a bottled water plant, on an additional thirty (30) acres of the Property

with such location determined solely by the Grantor; provided, however, that in no event shall Grantor exceed a total combined impervious surface area of 75 acres on the Property.

P. **Timber Harvesting and Habitat Management and Restoration.** Grantor retains the right to all silvicultural and timber harvesting rights and habitat management and restoration activities, except as granted to the Grantee in Section 5.F.

Q. **Approvals.** The Grantor may take any action on any request by Grantee for approval or consent under this Easement in its reasonable discretion.

4. RIGHTS GRANTED TO GRANTEE. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

A. The right to protect and preserve the conservation values of the Property.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The Parties agree that such rights are hereby terminated and extinguished and Grantee may not use such rights on nor may such rights be transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.

C. The right of ingress and egress to the Property to inspect it for the purpose of ensuring compliance with the terms of this Easement, so long as such entry does not interfere with the rights and uses of the Property retained by the Grantor, and provided that Grantee notifies Grantor at least twenty-four (24) hours before said inspection. Grantee shall provide Grantor with a written list of employees assigned to enforce the terms and conditions of this Easement.

D. The right to prevent any activity on or use of the Property that is inconsistent with the purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

E. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted:

1. **Construction.** Construction except as allowed in the Rights Reserved to Grantor provision of this Easement.

2. **Construction of Roads.** The construction of new roads, improvement of existing roads by hard surfacing or building up, or expansion of the number of lanes in existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.

3. **Conversion of Wetland, Water Retention Areas and Karst Features.** Areas identified in the Baseline Documentation as wetlands, water retention areas and karst depressions or other features connected to Cypress Spring or other spring conduits shall not be converted to other land uses or more improved uses unless authorized by the appropriate agency having jurisdiction.

4. **Waters, Hydrology and Drainage.** Activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation except as allowed in the Rights Reserved to Grantor provision. There shall be no dredging of new canals; construction of new dikes; construction of new ponds; manipulation of natural water courses; or disruption, alteration, pollution, depletion or extraction, on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies; nor any activities or uses conducted on the Property which would be detrimental to water quality or which could alter natural water level or flow in or over the property, except as provided in the Rights Reserved to Grantor provision of this Easement. Notwithstanding, Grantor may continue to operate, maintain, repair and replace existing water wells incident to permitted uses on the Property in accordance with applicable local, state and federal laws, rules, regulations and guidelines and all applicable BMPs.

5. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or state law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

6. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor.

7. **Exotic Animals.** There shall be no type of exotic animal or an animal that is not native to Florida placed on the Property without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC.

8. **Endangered Species.** Grantor shall take no action that will harm, as defined in the Endangered Species Act, 16 U.S.C. 1531 et. Seq. and implementing regulations of the U.S. Fish and Wildlife Service, a threatened or endangered species identified on the then current list for threatened and endangered species adopted by the U.S. Fish and Wildlife Service adopted by the FWC or by the Florida Department of Agriculture and Consumer Services unless authorized by the appropriate agency having jurisdiction.

9. **Archaeological Sites.** There shall be no acts or uses on the Property detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, when any such sites have been

specifically identified as such by any federal or state governmental entity, unless authorized or approved by the appropriate state agency having jurisdiction.

10. Minerals Removal. There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor provision of this Easement.

5. GRANTEE'S RESTORATION, MANAGEMENT, AND RECREATION RIGHTS TO SHORELINE RESTORATION AREA AND RECREATION AREA. Grantee is granted the right, at Grantee's sole expense, to conduct spring shoreline restoration and protection measures in the Shoreline Restoration Area, including the ability to conduct sediment removal activities from adjacent submerged lands and submerged sovereign state lands, if approvals are received from the appropriate agency, subject to final designs and permits, and develop public access and recreation facilities in the Recreation Area. Spring shoreline restoration, protection, sediment removal activities, public access, and recreation facilities construction and installation include, but are not limited to, access by Grantee, its employees, agents, consultants and contractors (including subcontractors) in the Shoreline Restoration Area and Recreation Area, subject to receiving approvals from the Grantor pursuant to Section 3, to:

A. Conduct preliminary and final engineering design services, including boundary, topographical, biological and archaeological surveys and investigations, as well as associated permitting activities.

B. Conduct shoreline restoration and protection measures utilizing vegetative retaining walls consisting of geo-technical materials, including native plant landscaping to stabilize and restore the Shoreline Restoration Area to a natural state and condition, subject to final engineering designs.

C. Conduct sediment removal activities from adjacent sovereign submerged lands, if approvals are received from the appropriate agency, to remove sediment from Cypress Spring, including the temporary placement of pumps, pipes and associated pumping equipment and sediment collection and containment areas.

D. Construct and install public access, recreation, toilet facilities and structures, and fencing, subject to final designs and permits, in the Recreation Area. Public access, recreation, toilet facilities and structures, and fencing include, but are not limited to: 1) public access steps, boardwalks, floating canoe/kayak docks and gangways and trails; 2) spring view decks, weather pavilions, law enforcement station (overlook deck), picnic tables/grills, trash and recycling receptacles and signage; 3) a pump out toilet facility capable of handling the anticipated number of recreational users per design estimate; and 4) the installation and construction of wooden rail or other appropriate fencing to delineate the footprint of Grantee's public access and recreation area for management and law enforcement purposes. Grantee shall install signage clearly delineating the Recreation Area from areas in which the public access is prohibited. No construction shall begin until Grantee has received the necessary approvals from the Grantor in accordance with Section 3, and such construction shall be pursuant to the approved final design

plans and any permits required by federal, state, water management district or local government approvals.

E. Grantee shall be obligated to combat insect infestations, including but not limited to, any beetle infestations in the Shoreline Restoration Area and the Recreation Area.

F. In accordance with the Forest Management Plan, or as subsequently modified by the Grantor, Grantee shall implement prescribed burning operations and activities within the Recreation Area. Grantee shall only use hand held propane-fired torches, or other non-petroleum based ignition devices, subject to grantor approval. Two hand held propane-fired torches shall be provided by the Grantor, during any prescribed burn. Should Grantee require additional propane-fired torches, or other non-petroleum based ignition devices, subject to Grantor approval, to complete any proposed prescribed burn, Grantee will provide at its own expense. Traditional kerosene and/or diesel style drip-torches are not permissible. In the event Grantee fails to implement the prescribed burning operations and activities in accordance with the Forest Management Plan, or as subsequently modified, then Grantor, after timely notification by Grantor, may, at its discretion, undertake and conduct such prescribed burns on the Property and Grantee shall be liable for reimbursing Grantor for such prescribed burning operations and activities. Whenever possible, Grantee shall utilize existing and natural fire lines and breaks when conducting its prescribed fire activities and operations. Grantee shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

G. Except for small amounts of pesticides required to treat harmful insect infestations in and around buildings and other structures and for private and public safety purposes, the use of any and all pesticides, herbicides and fertilizers are prohibited by Grantee.

Once constructed and installed, Grantee assumes the ownership, management, maintenance, control and liability of restoration and protection activities and structures residing within the Shoreline Restoration Area and of all public access and recreation facilities and structures residing within the Recreation Area. The Grantee shall take all reasonable steps to protect the Grantor's improvements and the Property at all times during the performance of this section. Grantee shall be liable for any damage to the Grantor's improvements and the Property caused by Grantee's performance of this Easement and shall be responsible for the repair and/or replacement of such damaged improvements.

Furthermore, Grantee shall incorporate the Standards and other requirements of the Grantee and the Easement in all price quote requests, scope of work, invitation to bid, contracts, agreements or any other documents relating to the procurement of services required by Grantee to conduct habitat management and restoration, prescribed burning activities, recreation activities, public access activities and operations. Grantee shall ensure that the terms of this Easement are complied with by all contractors, agents, representatives and licensees. Any contract, agreement or other document providing for such services must be provided to the Grantor at least ten (10) days prior to its execution to allow the Grantor to review such document to ensure compliance with this Easement.

6. ACCESS RIGHTS to SHORELINE RESTORATION AREA AND RECREATION AREA. The Grantee, its employees, agents and contractors have the right to access the Property

to manage, maintain and improve and repair all of the public access and recreation structures and facilities constructed and installed in the Shoreline Restoration Area and Recreation Area, including the right to allow access to public law enforcement personnel or private contract law enforcement personnel to enforce federal, state and local laws, rules and ordinances, including but not limited to, any trespassing on the Property outside of the Recreation Area by the public, to ensure public safety and to foster a family-oriented public recreational experience. The Grantor grants limited public access rights to Grantee to the Recreation Area, which is limited to occurring within the fenced perimeter of the Recreation Area by, on, or over water. There is no public access rights granted by any other means on, over, or across Grantor's Property lying outside the fenced perimeter of the Recreation Area. Any such public access outside the Recreation Area is expressly and strictly prohibited and Grantee shall take all steps necessary to ensure and restrict such public access. To ensure that Grantor is relieved of liability for any harm or damage caused by or to the public as a result of public access to the Recreation Area, the Grantee shall not charge any fee to the Recreation Area.

7. EXOTIC SPECIES. Grantee shall be responsible for the controlling and prevention of the spread of nuisance exotics or non-native plants within the Shoreline Restoration Area and Recreation Area. The Grantor shall be responsible for the controlling and prevention of the spread of nuisance exotics or non-native plants on the remainder of the Property. The Parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable.

8. BASELINE DOCUMENTATION. The specific physical, ecological and biological condition and conservation values of the Property are documented in the Baseline Documentation, dated_____, 2018, which consists of reports, a map, photographs and other documentation attached hereto as Exhibit "E", that the Parties agree provide collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the Parties shall utilize the Baseline Documentation to resolve such controversy.

9. DURATION OF EASEMENT. This Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever. Notwithstanding, if in the event the Property is not used by the Grantee for conservation purposes and the Easement is proposed by the Grantee to be surplusd or sold, all right, title, and interest in the Property shall revert to the Grantor and Grantee shall sign all documentation necessary to effectuate this reversion.

10. GRANTOR WARRANTY. Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee's interest in the same created by this Easement against the lawful claims of all persons.

11. MODIFICATION. This Easement may be modified only by mutual written, signed modification agreement by and between the Grantor and the Grantee or their respective successors and assigns which agreement may not violate the terms of Section 704.06, Florida

Statutes, as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located. This Easement may be amended, altered, released or revoked only by written agreement between the Parties hereto or their assigns or successors, which shall be filed in the public records in Jackson County, Florida.

12. NOTICES. Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Nestle Waters – North America
Attn: Chief Legal Counsel
900 Long Ridge Road, Building 2
Stamford, Connecticut 06902

With a copy to (which shall not serve as notice):
Douglas Manson, Esq.
Manson Bolves Donaldson Varn, PA
1101 West Swann Avenue
Tampa, Florida 33606

To the Grantee: Northwest Florida Water Management District
Director, Division of Land Management
and Acquisition
81 Water Management Drive
Havana, Florida 32333

With a copy to (which shall not serve as notice):
J. Breck Brannen, Esq.
Pennington, P.A.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301

or, to such other address as any of the above Parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within seven (7) days from the date of mailing, if delivered by registered or certified mail.

13. CONTINUING DUTY. Grantor and Grantee recognize and acknowledge the naturally and hydrologically significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Section 3. In addition, Grantee hereby acknowledges a continuing duty of care to Grantor imposed by this Easement upon Grantee to carry out the intent and purpose of this Easement in regard to Grantee's restoration, management and occupancy of

the Shoreline Restoration Area and Recreation Area. This duty of care is subject to and in accordance with the rights granted to the Grantee as defined in Sections 4-7.

14. PRE-SUIT MEDIATION. From time to time the terms and conditions of this Easement will require the Parties to reach agreement on certain plans and courses of action described and contemplated herein. The Parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the Parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not Parties to the dispute may not attend the pre-suit mediation conference without the consent of all Parties, except for counsel for the Parties and corporate representatives designated by the Parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has twenty (20) days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the Parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the Parties. The Parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the Parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within ninety (90) days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both Parties agree to extend this deadline. If pre-suit mediation as described herein is not

successful in resolving all issues between the Parties, the Parties shall proceed with any and all courses of action available at law or in equity.

15. INSPECTION AND ENFORCEMENT. Grantee and its agents and employees shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein that are enforceable by proceedings at law in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches. No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and enhance monitoring compliance with the terms and conditions of the this Easement, the Grantee will install a small number, not to exceed , of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by the Parties. Current 360 degree fixed photo-points consist of a one and one-quarter inch diameter galvanized pipe topped with a galvanized metal or plastic PVC end cap. Each fixed photo-point pipe will be driven or buried into the ground with approximately 12 to 18 inches of the pipe sticking above ground level. Each fixed photo-point pipe location will be permanently identified via GPS coordinates in case of unintentional disturbance or destruction. Other identifying markings, e.g. orange paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by the Parties. The Grantee shall provide electronic copies of the photos to the Grantor on an annual basis.

The 360 degree fixed photo-points installed on the Property will be located in such a manner as to not interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

16. LIMITED USE OF THE PROTECTED PROPERTY. The Easement granted hereby and the covenants herein are subject to the express understanding that the activities and uses on the part of the Grantor and Grantee with respect to the Property are only those specifically stated herein.

17. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR. Grantee shall be permitted to transfer or assign its interest in this Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the preservation of sites or properties, as long as Sections 373.1395(5) and/or 375.251, Florida Statutes, is applicable to such governing agency or body to ensure that the protection from liability for the Grantor continues following such transfer or assignment; however, any successor

or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property, unless such land is needed for road right-of-way by the county or state, in which event such restrictions do not apply.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Washington County, Florida.

18. HAZARDOUS WASTES. Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any state or federal laws.

Should Grantee at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantor or any other party. Further, in the event such hazardous wastes or substances are placed or released on

the Property, Grantee shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

19. ATTORNEYS' FEES. If either party employs an attorney to enforce any provision of this Easement through the institution of litigation and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in trial or appellate proceedings.

20. SERVITUDE. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.

21. CONDEMNATION. If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor shall receive the proceeds in accordance with state law. The provisions of this section are in addition to and not in restriction of any rights the parties have at common law.

22. INDEMNIFICATION.

A. Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of Grantor's use and activities on the Property. This provision does not constitute a waiver of Grantor's liability protection provided in Sections 373.1395(5) or 375.251, Florida Statutes.

B. To the extent provided by Florida law, the Grantee assumes all risks relating to this Easement and agrees to be solely liable for all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs claims, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantee, its agents, employees, subcontractors, assigns, heirs and invitees, including the public, as a result of the use and activities on the Property by the Grantee, its agents, employees, subcontractors, assigns, heirs and invitees, including the public. Grantee shall indemnify, defend and hold Grantor and all Grantor's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantee, its agents, employees, subcontractors, assigns, heirs and invitees, including the public, as a result of Grantee's use and its activities on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes, or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes.

C. Notwithstanding, each party retains the right to defend itself and shall be reimbursed, by the party responsible for indemnification hereunder, the reasonable defense costs for claims arising out of this Easement.

23. SEVERABILITY. A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

24. NO WAIVER OF REGULATORY AUTHORITY. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities. Nothing herein shall be construed to relieve Grantee from the responsibility of obtaining all necessary permits or other regulatory authorizations from governmental agencies asserting jurisdiction over Grantee's activities.

25. UNITY OF INTEREST. Grantee shall not be obligated, by virtue of multiple Grantors with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantor's rights, remedies and functions under this Easement shall be by and through a "Coordinating Grantor". The Grantor shall designate a Coordinating Grantor and shall provide the name of the Coordinating Grantor to the Grantee within ten (10) days of execution of this Easement. The Grantor has the right to change the Coordinating Grantor and shall provide notice of a substitute Grantor to Grantee.

26. AD VALOREM TAXES. Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the property appraiser and value adjustment board.

27. RELATIONSHIP OF PARTIES. This Easement shall not create a joint venture or partnership relationship between the Parties.

28. THIRD PARTY BENEFICIARIES. This Easement does not and is not intended to confer any rights or remedies upon any person other than the Parties except that the State of Florida Department of Environmental Protection shall be deemed a third-party beneficiary of this Easement in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, form or entity violating or attempting to violate this Easement.

29. NOTICE OF VIOLATION. In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for

other appropriate remedy in equity or at law.

30. GOVERNING LAW; VENUE. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Washington County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Panama City Division.

31. ENTIRE AGREEMENT. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 13.

IN WITNESS WHEREOF, the Parties or the lawful representatives of the Parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR
Nestle Waters North America, Inc.

Print Name: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
who is personally known to me or has produced _____ as identification,
this ____ day of _____, 2018.

Signed

Printed
NOTARY PUBLIC
My Commission Expires:
(seal)

Signed, sealed and delivered

GRANTEE

in the presence of:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____,
who is personally known to me or has produced _____ as identification,
this ____ day of _____, 2018.

Signed

Printed
NOTARY PUBLIC
My Commission Expires:
(seal)

EXHIBIT "A"

(Property Legal Description and Map, including Map of Current 15 Acre Footprint)

The land referred to herein below is situated in the County of Washington, State of Florida, and is described as follows:

PARCEL

1:

Beginning at the common corner of Section 18, 13, 19 and 24 of Township 3 North, Range 15 West, Washington County, Florida, thence along the southerly line of Section 13 North 88°54'09" West, a distance of 2668.82 feet to a point; thence continuing along said line North 88°54'04" West, a distance of 1311.98 feet to a point on the easterly right-of-way of State Road 79; thence along said right-of-way along a curve to the right along an arc distance of 667.68 feet, having a radius of 1859.35 feet together with a chord distance of 664.10 feet at North 18°16'44" East to a point; thence continuing along said right-of-way North 28°33'40" East, a distance of 1143.45 feet to a point; thence continuing along said right-of-way along a curve to the right along an arc distance of 1063.64 feet, having a radius of 1859.35 feet together with a chord distance of 1049.20 feet at North 44°56'40" East to a point; thence continuing along said right-of-way North 61°19'40" East, a distance of 1348.89 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 21.94 feet to a point; thence continuing along said right-of-way North 61°20'06" East, a distance of 354.27 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 3.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 95.33 feet, having a radius of 1981.34 feet together with a chord distance of 95.32 feet at North 59°57'31" East to a point; thence continuing along said right-of-way North 31°25'03" West, a distance of 3.0 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 830.17 feet, having a radius of 1981.34 feet together with a chord distance of 824.11 feet at North 46°34'45" East to a point; thence continuing along said right-of-way South 55°26'27" East a distance of 18.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 63.44 feet, having a radius of 1999.34 feet together with a chord distance of 63.44 feet at North 33°40'01" East to a point; thence leaving said right-of-way South 89°14'48" East, a distance of 255.60 feet to a point on the easterly line of Section 13; thence along said Section Line, South 01° 05'55" West, a distance of 1321.79 feet to a point; thence continuing along said Section Line, South 00°23'47" East, a distance of 1291.76 feet to a point; thence continuing along said Section Line South 00°23'47" East, a distance of 1291.76 feet to a point; said point being the POINT OF BEGINNING. LESS AND EXCEPT THE LEGAL DESCRIBED IN OFFICIAL BOOK 266, PAGE 1574, Book 946, Page 449 and Book 946, Page 451.

PARCEL 2:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

PARCEL 3:

THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

Exhibit A






Legal Description of Restoration Area will be prepared by a surveyor.



Legal Description of Recreation Area will be prepared by a surveyor.

Exhibit “D”

	<i>Nestlé Waters North America</i>	SOP#
	HEAVY EQUIPMENT AND DRILL RIG CLEAN OPERATION STANDARDS	REV 1.10
		Date: 9/6/2018
	STANDARD OPERATING PROCEDURE	

1.0 SCOPE, PURPOSE, AND FREQUENCY:

- 1.1 This document applies to the management of heavy equipment of NWNA Springs projects.
- 1.2 The purpose of this document is to afford a reference by which NWNA employees, their agents and subcontractors can perform site work while minimizing the potential for environmental degradation.
- 1.3 All subcontractors will be required to follow these guidelines.

2.0 RESPONSIBILITIES:

- 2.1 NRMs
- 2.2 NWNA subcontractors and their affiliates

3.0 PROCEDURES:


Heavy equipment operations on Nestlé Waters North America Inc. (NWNA) projects, can often include excavation, earthwork, equipment installation or repair, drilling, well maintenance or testing operations, and silvicultural operations (logging and reforestation). The potential risk of soils and groundwater contamination from related on-site activities is a crucial consideration.

The following is a list of required protocol for heavy equipment use on NWNA projects. In addition, NWNA may require additional site-specific practices. On-site inspections will be conducted by NWNA or their designees to verify compliance with these procedures and ensure that the contractor adheres to the established operational protocols. Any departures from established protocols will be documented and require immediate correction.

It is expected that protection against soil and groundwater degradation is of utmost concern to all NWNA contractors.


1. All vehicles and equipment used must be in good condition with no leaking lubricants, coolant, or fuel and particular attention given to the condition of hydraulic components. Prior to mobilization to the site, all equipment shall be carefully inspected and all damaged or leaking hoses or fittings shall be repaired. During on-site activities, all equipment shall be parked on impermeable tarps that are bermed or contained, to capture any leaking fluids. During on-site activities, all equipment and associated vehicles shall be regularly inspected to ensure that no fuel, lubricants, coolant, or hydraulic fluid are leaking from them. All equipment shall be inspected in the morning before mobilization, at noon break, and at the end of the day after parking. At the first sign of any required maintenance, the affected piece of equipment or machinery will be mobilized off site or to an approved on-site location for repairs.
2. All tools shall be free from any contaminants. If any equipment used on site has been previously used at a known site of subsurface contamination, then that fact shall be disclosed to NWNA prior to the start of any work. Also, a procedure for equipment decontamination shall be provided for review and approval before the equipment is allowed to come on site.

Contractor Initials: _____

	<i>Nestle Waters North America</i>	SOP#
	HEAVY EQUIPMENT AND DRILL RIG CLEAN OPERATION STANDARDS	REV 1.10
		Date: 9/6/2018
	STANDARD OPERATING PROCEDURE	

3. The contractor shall comply with Federal, State, and local regulations regarding soil, water, and groundwater pollution. There must be an adequate hazardous materials spill prevention plan (SPP) provided for review prior to the initiation of any work. The spill policy must include spill clean up and containment procedures that are clearly specified. All operations personnel will be briefed on spill release procedures by their employers.
4. The contractor shall have absorbent materials suitable for fuel spills at the work site at all times. The contractor shall furnish and maintain a fully-equipped spill kit on-site and available at all times. The spill kit should contain, at a minimum: an empty and clean 55- gallon drum (for temporary storage of contaminated soil), a 20-foot-by-10-foot impermeable polyethylene tarp, absorbent pads, a 5-gallon bucket for spill containment, two shovels, and two bags of Speedi-Dry or comparable absorbent. Tarps shall be continuous and free of slits, holes, or tears. Spill kits shall be staged in the immediate vicinity of the refueling area described below
5. In the event of a spill or discharge of a contaminant, it shall be contained immediately, followed by removal from the job site in accordance with all applicable laws and/or regulations. An NWNA site representative must be notified immediately of any spill or discharge of a contaminant on the project site. The contractor will be held responsible for spills or leaks attributed to on-site heavy equipment and/or activities associated with that equipment.
6. All refueling and servicing of mobile equipment and associated vehicles shall take place at a designated on-site staging area to be agreed upon by NWNA and the contractor. The staging area will be identified and prepared prior to the start of operations. Refueling areas will be underlain by a bermed or contained polyethylene tarp. Fuel containers will be clearly labeled and placed in a secure area in secondary containment devices (not on the ground in the vicinity of the work site).
7. For stationary equipment, such as drill rigs, de-barkers, de-limbers, etc., the area around the equipment fill will be fully protected and contained with impermeable tarps and or barriers. Prior to refueling, a spill kit will be placed next to the equipment being refueled. Fuel containers/equipment will be returned to a designated and secure fuel storage area immediately upon completion of fueling stationary equipment. The operator will be responsible for fueling all equipment. Refueling is not permitted without an NWNA site representative present.
8. When possible, drilling, excavation, and other heavy equipment will be fitted with an absorbent or impermeable membrane (a "diaper") suspended from the vehicle chassis and designed to contain drips of oil and hydraulic fluid.
9. During off hours, all fuel dispensers will be moved off site to a secure location. All equipment will be secured to prevent tampering or vandalism that could result in soil or groundwater contamination.

Contractor Initials: _____

	<i>Nestle Waters North America</i>	SOP#
	HEAVY EQUIPMENT AND DRILL RIG CLEAN OPERATION STANDARDS	REV 1.10
		Date: 9/6/2018
	STANDARD OPERATING PROCEDURE	

To minimize the risk of surface water, wetland and soil impacts, in addition to those measures required by Federal, State and local regulatory agencies, the following precautions, at a minimum, shall be taken:

1. Appropriate erosion controls measures must be used to control runoff, drill cuttings, development water, and discharge from pumping tests. These measures shall include at a minimum, hay bales, plastic sheeting and/or silt fencing, and an energy dissipater (plywood sheeting) to reduce the velocity of the cuttings and water.
2. The area immediately surrounding any borehole shall be maintained during the drilling operation to ensure the drilling water flows directly into the erosion control measures and not into the borehole.
3. Open boreholes or wells shall be secured at all times to prevent groundwater contamination. During off hours, wellheads and boreholes should be covered, and/or locked, or otherwise secured to prevent tampering.
4. Water bars and temporary stream crossings shall be constructed in accordance with Florida's Silvicultural Best Management Practices (BMP's), and permitted through the Florida Division of Forestry as appropriate.

Again, it is expected that protection against soil and groundwater degradation is of utmost concern to all NWNA contractors.

Contractor Acknowledgement:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

Exhibit “E”
(Baseline Documentation)

EXHIBIT "C"

TITLE POSSESSION AND LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____, as _____ of Nestle Waters North America Inc., referred to herein as "Grantor", who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described Property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

and that said Property (hereinafter called the "Property") is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real Property taxes for the year 2018, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than the deed incident to which this Affidavit is given.

11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.

12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.

13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the conservation easement incident to which this Affidavit is given. The individuals executing this Affidavit and the conservation easement incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.

14. The Property is in the same condition as existed on March 1, 2018. Since March 1, 2018, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. INTENTIONALLY OMITTED.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification Number of Nestle Waters North America Inc., is _____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of a conservation easement on the Property, including the representations and warranties contained in Paragraph 6 and Paragraph 11 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deed but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc., and Pennington, P.A., are relying hereon in order to purchase an interest in the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

NESTLE WATERS NORTH AMERICA INC.

By: _____

Print Name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 2018, by _____, as _____ of Nestle Waters North America Inc..

Notary Public, State and County Aforesaid

My Commission Expires:

EXHIBIT A

The land referred to herein below is situated in the County of Washington, State of Florida, and is described as follows:

PARCEL 1:
Beginning at the common corner of Section 18, 13, 19 and 24 of Township 3 North, Range 15 West, Washington County, Florida, thence along the southerly line of Section 13 North 88°54'09" West, a distance of 2668.82 feet to a point; thence continuing along said line North 88°54'04" West, a distance of 1311.98 feet to a point on the easterly right-of-way of State Road 79; thence along said right-of-way along a curve to the right along an arc distance of 667.68 feet, having a radius of 1859.35 feet together with a chord distance of 664.10 feet at North 18°16'44" East to a point; thence continuing along said right-of-way North 28°33'40" East, a distance of 1143.45 feet to a point; thence continuing along said right-of-way along a curve to the right along an arc distance of 1063.64 feet, having a radius of 1859.35 feet together with a chord distance of 1049.20 feet at North 44°56'40" East to a point; thence continuing along said right-of-way North 61°19'40" East, a distance of 1348.89 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 21.94 feet to a point; thence continuing along said right-of-way North 61°20'06" East, a distance of 354.27 feet to a point; thence continuing along said right-of-way South 28°39'54" East, a distance of 3.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 95.33 feet, having a radius of 1981.34 feet together with a chord distance of 95.32 feet at North 59°57'31" East to a point; thence continuing along said right-of-way North 31°25'03" West, a distance of 3.0 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 830.17 feet, having a radius of 1981.34 feet together with a chord distance of 824.11 feet at North 46°34'45" East to a point; thence continuing along said right-of-way South 55°26'27" East a distance of 18.00 feet to a point; thence continuing along said right-of-way along a curve to the left along an arc distance of 63.44 feet, having a radius of 1999.34 feet together with a chord distance of 63.44 feet at North 33°40'01" East to a point; thence leaving said right-of-way South 89°14'48" East, a distance of 255.60 feet to a point on the easterly line of Section 13; thence along said Section Line, South 01° 05'55" West, a distance of 1321.79 feet to a point; thence continuing along said Section Line, South 00°23'47" East, a distance of 1291.76 feet to a point; thence continuing along said Section Line South 00°23'47" East, a distance of 1291.76 feet to a point; said point being the POINT OF BEGINNING.
LESS AND EXCEPT THE LEGAL DESCRIBED IN OFFICIAL BOOK 266, PAGE 1574, Book 946, Page 449 and Book 946, Page 451.

PARCEL 2:
THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

PARCEL 3:
THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 14 WEST, WASHINGTON COUNTY, FLORIDA.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

FROM: Christina Coger, Program Manager, Resource Planning

DATE: August 29, 2018

SUBJECT: Consideration of Fiscal Year 2018-2019 Strategic Water Management Plan

Recommendation

Staff recommends the Governing Board approve the Fiscal Year 2018-2019 update to the District Strategic Water Management Plan and authorize the Executive Director to finalize the plan pending any comments from the Florida Department of Environmental Protection.

Discussion

Section 373.036, Florida Statutes (F.S.), provides the Governing Board the option of developing an annual strategic plan in lieu of a five-year District Water Management Plan. The strategic plan is intended to reflect and guide the District's strategic priorities for at least a five-year period and to identify supporting goals, strategies, success indicators, funding sources, deliverables, and milestones.

The District's Strategic Water Management Plan (SWMP) was most recently approved in September 2017. This update maintains the six strategic priorities identified in previous years and is consistent with the District's FY 2018-2019 Tentative Budget. These priorities are:

- Springs Protection and Restoration – Protect and restore water quality and flows within the major spring systems of northwest Florida.
- Apalachicola-Chattahoochee-Flint River Basin – Protect Apalachicola River and Bay water quality and freshwater inflow.
- Minimum Flows and Minimum Water Levels (MFLs) – Develop and implement science-based MFLs that protect water resources and associated natural systems.
- Water Supply – Plan and facilitate sustainable water supplies for future reasonable and beneficial uses.

- Watershed Protection and Restoration – Protect and restore watershed resources and functions.
- Flood Protection and Floodplain Management – Maintain natural floodplain functions and minimize harm from flooding.

Section 373.036, F.S., further requires, as an addendum, a separate Annual Work Plan Report on the Strategic Plan's implementation. The annual work plan report will be submitted each year with the District's March 1 Consolidated Annual Report.

This plan has been made available for public review via the District's website. In addition to this comment period and participation in Governing Board meetings, the public is also afforded the opportunity to participate in the development of other plans and documents, which are functional components of the SWMP. Examples include regional water supply plans, the Florida Forever Land Acquisition Work Plan, surface water improvement and management plans, and District rules.

The SWMP is not a self-executing plan; specific actions and expenditures will be developed for separate consideration and approval. This plan will be reviewed and updated annually based on results outlined in the annual report, direction from the Governing Board, and input from the public and DEP.

Link:

[FY 2018-2019 Strategic Water Management Plan](#)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

District Headquarters
81 Water Management Drive
Havana, Florida 32333
10 Miles West of Tallahassee
U.S. Highway 90

Thursday
September 13, 2018
4:05 p.m., ET

Note: Appeal from any NFWFMD Final Agency Action requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of these meetings to make appropriate arrangements.

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

- A-1 Applicant: Okaloosa County Water and Sewer
 App. No.: 2B-091-33-10
 Use: Public Supply
 Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 9.12 million gallons per day (354.7 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use.
 Duration Recommended: 10 Years
 Staff Recommendation: Approval
 Public Comment Received: No
- A-2 Applicant: McCall Sod Farm
 App. No.: 2B-005-3569-7
 Use: Agricultural
 Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.66 million gallons per day (149.6 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use.
 Duration Recommended: 10 Years
 Staff Recommendation: Approval
 Public Comment Received: No

WATER USE TECHNICAL STAFF REPORT
9-July-2018
Application No.: 2B-091-33-10

Owner: Okaloosa County Water and Sewer
Suite 300
1804 Lewis Turner Blvd.
Fort Walton Beach, FL 32547-1285
(850) 651-7171

Applicant: Mark Wise
Okaloosa County Water and Sewer
Suite 300
1804 Lewis Turner Blvd.
Fort Walton Beach, FL 32547-1285
(850) 651-7171

Agent: Beth Brant
Poly, Inc.
P. O. Box 841
Shalimar, FL 32579-0841
(850) 609-1100

**Compliance
Contact:** Beth Brant
Poly, Inc.
P. O. Box 841
Shalimar, FL 32579-0841
(850) 609-1100

Project Name: Okaloosa County Water & Sewer
County: Okaloosa
WRCA: Water Resource Caution Area of Okaloosa and Walton counties
ARC: N/A
Objectors: No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 9.12 million gallons per day (354.7 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use.

Recommendation: Approval
Reviewers: Matt Celestino

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be October 1, 2028. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	9,120,000	9,120,000	9,120,000
Maximum Month (GAL)	354,700,000	354,700,000	354,700,000

DESCRIPTION:

Okaloosa County Water & Sewer (OCWS) requests combining Individual Water Use Permit (IWUP) No. 2B-091-33-09 (Mid-County Production System) and No. 2B-091-243-6 (Garniers Production System) into No. 2B-091-33-10 and renewal for the continued authorization of groundwater withdrawals from the Floridan aquifer for public supply uses.

OCWS withdraws water from the Floridan aquifer to serve approximately 87,622 public supply customers within the combined Mid-County and Garniers/County West coastal service areas. The recommended average daily and maximum monthly rates are unchanged from the previously combined authorized amounts and is considered reasonable and adequate to meet the applicant's water use demands for the requested permit duration.

OCWS' residential per capita water use of 60 gallons per day meets the District's water use efficiency goal of 110 gallons per day or less. OCWS' average water losses were approximately 12.5% for the period 2015-2017, which are slightly higher than the District's water loss goal of 10%. OCWS will continue to implement conservation measures within all its service areas to reduce losses, including: leak detection; customer meter calibration / replacement; a public education and information campaign; provision of low flow plumbing retrofit kits; an inclining block rate structure; and ordinances and a rate structure designed to discourage irrigation meters.

The Garniers production wells and service area are located in coastal Okaloosa County within a Water Resource Caution Area (WRCA). There are concerns for the sustainability of the Floridan Aquifer in the WRCA due to the large demand for water, the depression of the potentiometric surface resulting from historical and ongoing withdrawals, and the associated risk of saltwater intrusion. To help address these concerns, OCWS previously achieved phased reductions in coastal Floridan Aquifer withdrawals as required in the updated Resource Recovery Plan (2006). The requested amounts continue to be compliant with the goals of the Recovery Plan. In addition, OCWS has maintained a long standing static water level and water quality monitoring plan that includes monitoring for chloride, sodium and total dissolved solids to detect saltwater intrusion. Long-term static-water level results indicates that the aquifer has rebounded over the past 10 years. OCWS will be required to continue their monitoring and mitigation program in order satisfy the conditions of this permit.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-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 Permit Applicant's Handbook. District staff have 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.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not harm the water resources of the area or interfere with existing legal use(s). This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 9.12 million gallons; and a maximum monthly withdrawal of 354.7 million gallons. Staff also recommends that the expiration date of the permit be October 1, 2028, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

WELL INFORMATION:

Site Name: Okaloosa County Water & Sewer-Garniers System

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
15579	OCWS-MC#6	24	430	802	885	Floridan Aquifer (Undiff)	Active	Public Supply
15580	OCWS-MC#7	24	500	715	920	Floridan Aquifer (Undiff)	Active	Public Supply
15581	OCWS-MC#8	24	335	745	-	Floridan Aquifer (Undiff)	Proposed	Public Supply
16249	I-1-MO	6	500	890	-	Upper LS Floridan	Active	Monitor

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
16252	OC-01	16	495	644	700	Floridan Aquifer (Undiff)	Active	Public Supply
16253	OC-02	16	433	680	800	Floridan Aquifer (Undiff)	Active	Public Supply
16254	OC-03	12	500	652	450	Floridan Aquifer (Undiff)	Active	Public Supply
16255	OC-04	24	500	700	1000	Floridan Aquifer (Undiff)	Active	Public Supply
16256	OC-05	12	546	734	720	Floridan Aquifer (Undiff)	Active	Public Supply
16257	OC-06	24	515	762	1000	Floridan Aquifer (Undiff)	Active	Public Supply
16258	OC-07	24	560	770	870	Floridan Aquifer (Undiff)	Active	Public Supply
16259	OC-08	24	610	816	1050	Floridan Aquifer (Undiff)	Active	Public Supply
16260	OC-09	16	518	910	490	Floridan Aquifer (Undiff)	Active	Public Supply
16492	OC-10	24	568	834	900	Floridan Aquifer (Undiff)	Active	Public Supply
16493	OC-11	24	495	745	750	Floridan Aquifer (Undiff)	Active	Public Supply
16494	CW-4	24	610	892	750	Floridan Aquifer (Undiff)	Active	Public Supply
19591	CW-2	13	686	1061	400	Floridan Aquifer (Undiff)	Inactive	Public Supply

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
19592	CW-3	12	695	952	500	Floridan Aquifer (Undiff)	Inactive	Public Supply
15575	OCWS-MC#2	18	535	669	1230	Floridan Aquifer (Undiff)	Active	Public Supply
15576	OCWS-MC#3	16	392	603	930	Floridan Aquifer (Undiff)	Active	Public Supply
15578	OCWS-MC#5	24	420	710	845	Floridan Aquifer (Undiff)	Active	Public Supply
16495	Baker MO	4	410	430	-	Floridan Aquifer (Undiff)	Active	Monitor
16496	Dorcas MO	4	248	300	-	Floridan Aquifer (Undiff)	Active	Monitor
16497	OCWS-MC#1	18	401	740	520	Floridan Aquifer (Undiff)	Active	Public Supply

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-091-33-10
Okaloosa County Water & Sewer

Specific Conditions

1. This permit shall expire on October 1, 2028.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 9.12 million gallons per day (354.7 million gallons per month maximum) of groundwater from the Floridan aquifer for public supply use. The individual facilities authorized to make this combined withdrawal are shown in the table below. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.

3.

Facility ID #	FLUWID	Location SEC,TWN,RNG
OC-1	AAA5184	Sec.01,T02S,R24W
OC-2	AAA5179	Sec.30,T01S,R23W
OC-3	AAA5185	Sec.02,T02S,R24W
OC-4	AAA5186	Sec.06,T02S,R24W
OC-5	AAA5181	Sec.05,T02S,R23W
OC-6	AAA5188	Sec.06,T02S,R24W
OC-7	AAA5180	Sec.06,T02S,R23W
OC-8	AAA5187	Sec.35,T01S,R24W
OC-9	AAA5190	Sec.09,T02S,R24W
OC-10	AAA8754	Sec.04,T02S,R24W
OC-11	AAA8754	Sec.36,T01S,R24W
MC-1	AAA5171	Sec.26,T03N,R24W
MC-2	AAA5172	Sec.32,T03N,R23W
MC-3	AAA5169	Sec.03,T03N,R23W
MC-5	AAA4768	Sec.11,T03N,R24W
MC-6	AAG3652	Sec.27 T03N,R23W
MC-7	AAG3606	Sec.22,T03N,R23W
MC-8	-	Sec.22,T03N,R23W
CW-2	AAA5193	Sec.18,T02S,R25W
CW-3	AAA5192	Sec.17,T02S,R25W
CW-4	AAA8755	Sec.14,T02S,R25W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA5171 for MC #1) when submitting reports or otherwise corresponding with the District.
5. The Permittee, by January 31, April 30, July 31 and October 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required on Water Use Summary Reporting Form (Form 172). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.
6. The Permittee, by October 31, in the year 2023, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.
7. The Permittee shall install and maintain in-line, totalizing flow meters on all production wells. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion or completion of project construction, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.
8. The Permittee, by January 31, April 30, July 31 and October 31 of each year, shall submit water quality results from tests conducted during the last two weeks of the months of December, March, June, and September on water from wells AAA5184 (OCWSS #1 - Office), AAA5185 (OCWSS #3 - Newcastle), AAA5180 (OCWSS #7 - Annex) and AAA5171 (MC #1 Antioch Road) and AAA5190 (OCWSS #9 - Northgate). All water quality analyses shall be conducted by an FDEP Certified Laboratory. The water quality analysis shall test for the following chemical concentrations: chloride, sodium, and total dissolved solids. Prior to sampling, the Permittee shall purge a minimum of three well volumes from the well, and shall report with each set of test results, the duration of purging, purge volume, and purge rates used.
9. The Permittee, by January 31, April 30, July 31 and October 31 of each year, shall submit static water level data for each production well and monitor wells (AAB2467, AAB2468 and AAB2469) measured within the first two weeks of each month. The Permittee shall submit the three measurements preceding each due date (e.g. measurements from months November, December, and January due by the following January 31). Water level monitoring shall be reported to the nearest 1.0 foot precision if measured using an airline, or 0.01 foot precision if measured using another method. The Permittee shall not withdraw water from the wells for as long as possible (preferably 24 hours, but at least four hours) prior to measurement. The Permittee shall measure the water level using a District-approved device and report the reading as depth-to-water below a pre-defined measuring point. If the measuring point elevation is different from land surface, the Permittee shall provide the difference between these two elevations. The Permittee shall include, at a minimum, the date and time the well was turned off; the date and time the measurement was taken; and the water level measurement.

The Permittee, if preferred, may submit any or all of these reports electronically by e-mailing the data to compliance@nwfwmd.state.fl.us.

10. The Permittee, by December 31, in the year 2023, and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI ArcGIS software, if available.
11. The Permittee shall ensure its Water Conservation and Efficiency Program achieves the goals listed below. The Permittee, by March 31 of each year and at the time of permit modification or renewal, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.
 - a. Achieve and maintain total and real water losses less than or equal to 10 percent of the distribution system, unless the Permittee demonstrates using American Water Works Association (AWWA) methods that a higher loss rate is appropriate for the distribution system. The Permittee shall report water losses each year, compare estimated water losses to the goal(s), and briefly describe ongoing or planned water loss reduction measures.
 - b. Maintain average residential per capita daily water use of 110 gallons or less. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.
 - c. Initiation or continued implementation and enhancement of a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mail outs to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign. The Permittee shall utilize a strategy designed to regularly reach year-round and part-time residents and tourists. The campaign shall consist of newspaper notices and articles, periodic radio and television announcements, periodic mail-outs to customers and the posting of signs and informational brochures in the rooms of hotels, motels and rental property. The campaign shall be oriented to emphasize the program being implemented and water conservation in general, and on at least an annual basis, shall also specifically inform existing customers of ways to save water, ways to detect leaks, reduce demands, enhance efficiency, and detail the automatic irrigation shut-off requirement of Chapter 373.62, Florida Statutes. The Permittee shall provide a description of the public education and information campaign to the District by March 31st of each year.
 - d. The Permittee shall perform a rate structure evaluation with the intended purpose of creating or maintaining a structure to promote water use efficiency and discourage waste

while providing for a life-line initial rate. Any refinements shall take into consideration the water use characteristics of the service area and provide financial incentives to customers to conserve and use water efficiently. The Permittee, by March 31, 2023, shall submit to the District the results of the evaluation and a schedule for considering the changes to such a rate structure and a copy of its present/current rate structure as well as analysis and projection of the amount of water projected to be conserved.

12. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year

a.

Use Type	Average Number of Active Meter Connections	Annual Average Water Use (Gallons per Day)
1. Residential (also complete table below)		
2. Commercial and Industrial Uses		
3. Agricultural Uses		
4. Non-Residential Recreational/Aesthetic Uses		
5. Water Sold/Transferred to Other Utilities		
6. Institutional Uses (schools, hospitals, etc.)		
7. Fire Protection and Other Utility Uses		
8. Other _____ (describe)		
TOTAL (Add items 1 through 8)		

b.

Residential Water Service Category	Number of Metered Connections	Number of Dwelling Units	Population Served (if available)	Annual Average Metered Use (Gallons per Day)
1. Single Family Dwelling Units				
2. Multiple Family Dwelling Units				
3. Mobile Home Dwelling Units				
TOTAL (Add items 1 through 3)				

13. The Permittee, prior to March 31, 2023, shall evaluate and submit to the District the feasibility of providing reclaimed water within its service area to users that would provide for a direct reduction in groundwater withdrawals. The investigation shall be sufficiently detailed to document the findings of the determination. If determined technically, economically and environmentally feasible, the Permittee shall provide an implementation schedule for supplying the reclaimed water.

14. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.

Standard Conditions

15. 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 to address the noncompliance.
16. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
17. 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.
18. 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 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 40A-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.
19. 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.
20. 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.
21. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
22. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.

23. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.
24. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall modify or revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.
25. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

WATER USE TECHNICAL STAFF REPORT16-
16 -August-2018
Application No.: 2B-005-3569-7

Owner: McCall Sod Farm
2704 Maulden Road
Panama City, FL 32405
850-277-2230

Applicant: McCall Sod Farm
2704 Maulden Road
Panama City, FL 32405
850-277-2230

Agent: Justin Strickland
E.P.I.C., LLC
305 Honeysuckle Drive
Havana, FL 32333-4656
(850) 509-9472

**Compliance
Contact:** Jimmy Maulden
McCall Sod Farm, Inc.
2704 Maulden Road
Panama City, FL 32405
(850) 277-2230

Project Name: McCall Sod Farm
County: Bay
WRCA: N/A
ARC: Area of Resource Concern of Bay County
Objectors: No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.66 million gallons per day (149.6 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use.

Recommendation: Approval
Reviewers: Dominic Delgado

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be October 01, 2028. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	1,660,000	1,660,000	1,660,000
Maximum Month (GAL)	149,600,000	149,600,000	149,600,000

DESCRIPTION:

McCall Sod Farm requests renewal of Individual Water Use Permit (IWUP) No. 2B-005-3569-7 for the continued authorization of groundwater withdrawals from the Floridan aquifer for agricultural irrigation uses without changes to the currently permitted withdrawal amounts.

Staff previously utilized the Agricultural Field Scale Irrigation Requirements Simulations (AFSIRS) to determine irrigation demand associated with 1,312 acres of sod, as identified in the application. Staff analysis of recent pumping data indicates the previous and currently requested allocation is sufficient to meet the facility irrigation demands for the requested permit duration. Staff recommends continued authorization of the permitted and requested withdrawal quantities.

The District previously required McCall Sod Farm to develop a three-dimensional groundwater flow model ("Ground Water Modeling Report for McCall Sod Farm, May 2007" prepared by Brown, Burdine & Associates, LLC) which was used to evaluate impacts to the Floridan, Intermediate, and surficial aquifer systems associated with McCall Sod Farm's historical and requested withdrawal quantities. Additionally, as a condition of the previous permit, the applicant was required to validate the 2007 model results against hydrologic data gathered during the 10-year permit duration, and to produce a revised set of analyses assessing impacts to the aforementioned aquifer systems.

The validation and subsequent groundwater modeling was performed by Jim Stidham & Associates, Inc. (JSA) on behalf of McCall Sod Farms. JSA performed a set of validation scenarios comparing model simulated and observed head values for the period between the years 2002 and 2016. The revised model was found to acceptably simulate hydrologic conditions for the validation period. Subsequent model simulations of drawdown in the Floridan, Intermediate, and surficial aquifer systems indicate that the requested withdrawal quantities should not cause harm to the water resources of the area or interfere with existing legal uses.

McCall Sod Farm has historically utilized a monitoring program which includes groundwater quality sampling for chloride, sodium, and total dissolved solids to detect saltwater intrusion, and the collection of static water levels from multiple on-site monitor wells. McCall Sod Farm will be required to continue the monitoring program to satisfy the conditions of this permit.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-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 Permit Applicant's Handbook. District staff have 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.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not harm the water resources of the area or interfere with existing legal users. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 1.66 million gallons; and a maximum monthly withdrawal of 149.6 million gallons. Staff also recommends that the expiration date of the permit be October 1, 2028, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

WELL INFORMATION:

Site Name: McCall Sod Farm

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
15871	DOW 1	4	280	480	-	Floridan Aquifer (Undiff)	Active	Monitor
15872	DOW 2	4	280	480	-	Floridan Aquifer (Undiff)	Active	Monitor
15873	DOW 3	4	280	480	-	Floridan Aquifer (Undiff)	Active	Monitor
15874	MSF #1	12	262	600	800	Floridan Aquifer (Undiff)	Active	Agricultural

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
15875	MSF #2	12	280	614	540	Floridan Aquifer (Undiff)	Active	Agricultural
15876	MSF #3	12	271	609	800	Floridan Aquifer (Undiff)	Active	Agricultural
15877	MSF #4	10	280	600	800	Floridan Aquifer (Undiff)	Proposed	Agricultural
15878	MSF #5	10	280	600	800	Floridan Aquifer (Undiff)	Proposed	Agricultural
15879	SOW 1	4	94	160	-	Surficial (Undiff)	Active	Monitor

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-005-3569-7
McCall Sod Farm

Specific Conditions

1. This permit shall expire on October 1, 2028.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 1.66 million gallons per day (149.6 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.

3.

Facility ID #	FLUWID	Location SEC,TWN,RNG
DOW #1	AAO8932	Sec.015,T02S,R14W
DOW #2	AAO8933	Sec.015,T02S,R14W
DOW #3	AAO8934	Sec.027,T02S,R14W
MSF #1	AAA0491	Sec.015,T02S,R14W
MSF #2	AAA0490	Sec.023,T02S,R14W
MSF #3	AAE0114	Sec.015,T02S,R14W
MSF #4	-	Sec.015,T02S,R14W
MSF #5	-	Sec.015,T02S,R14W
SOW #1	AAO8931	Sec.015,T02S,R14W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA0491 for MSF #1) when submitting reports or otherwise corresponding with the District.
5. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required on Water Use/Pumpage Report Form (Form 166). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.
6. The Permittee shall install and maintain in-line, totalizing flow meters on all production wells. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion or completion of project construction, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.

7. The Permittee, by October 31, 2023 and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com.
8. The Permittee, by January 31 of each year, shall submit a status report using Form 168, Annual Crop Summary Report Form. The report shall include: Type and acreage of crop(s) planted and irrigated; Type(s) of irrigation system(s); and the number of livestock being watered.
9. The Permittee shall submit to the District in a single electronic submittal the following information by January 31, April 30, July 31 and October 31 of each year:
 - a. Static water level measurements for wells SOW #1, DOW #1, DOW #2, DOW #3 conducted during the first two weeks of each month for the previous three months (e.g. measurements for January, February, and March shall be submitted by April 30) using a District-approved water level measuring device. Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot for steel/electric tape and 1.0 foot precision for airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.).
10. The Permittee shall collect water quality samples for laboratory analyses from MSF #2 within the first two weeks of June in each year. Prior to sampling, the Permittee shall purge a minimum of three well volumes and report, with each set of test results: the duration of purging, purge volume, and purge rates used. All sampling and analysis methodologies used shall conform to standards established in Chapter 62-160 F.A.C., Quality Assurance. Furthermore, all water quality analysis shall be conducted by a laboratory with National Environmental Laboratory Accreditation Program (NELAP) and Florida Department of Health Rule 64E-1, F.A.C. certification for the constituents of concern. The water quality analyses shall include the following constituents: chloride, sodium, and total dissolved solids. The Permittee shall submit results from tests conducted in June to the District by July 31 of each year. At the time of modification or renewal, the Permittee shall submit a summary and analysis of the water quality data collected for the wells for the entire period of record.
11. The Permittee, by October 31, 2023, shall provide a description of water conservation and efficiency measures currently implemented or planned to be implemented during the permit duration to minimize groundwater and surface water withdrawals. Measures may include, but are not limited to: Irrigation system evaluation using the Mobile Irrigation Lab (MIL); Irrigation systems upgrades to improve efficiency; improvements to the operation and management of irrigation systems; enhancing reuse and recycling; limiting irrigation to early morning or evening hours to minimize evaporative losses; and other Best Management Practices.

12. The Permittee shall annually evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall maintain the irrigation system to prevent wasteful runoff from the property associated with irrigation.
13. The Permittee shall equip the well and irrigation system with an anti-siphoning device if chemicals are to be applied through the irrigation system, as required by section 487.064, F.S.
14. The Permittee, prior to the construction, alteration and/or enhancement of any surface water withdrawal, diversion, or management system, shall contact the District to determine if a permit will be required. A permit would be required by the District for activities including creek sandbagging, sump excavation, and any maintenance beyond that considered routine or custodial.
15. The Permittee shall ensure that any new irrigation system(s) purchased is/are of an efficiency rating of 90% or greater.
16. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.

Standard Conditions

17. 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 to address the noncompliance.
18. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
19. 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.
20. 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 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 40A-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.
21. 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.

22. 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.
23. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
24. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.
25. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.
26. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall modify or revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.
27. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
J. Breck Brannen, Legal Counsel

FROM: Lyle Seigler, Director, Regulatory Services

DATE: August 28, 2018

SUBJECT: Annual Regulatory Plan – Informational Item

Chapter 120.74, F.S., requires a list of planned rulemaking to be implemented prior to July 1, a list of new statutes that were amended or created over the previous twelve (12) months that modify the District's duties or authority, and whether these statutes require rulemaking. The law also requires certification on behalf of the agency from the agency head and legal counsel that they have reviewed the plan and confirm that the agency's rules were reviewed to determine if the agency's rules remain consistent with the agency's rulemaking authority and laws implemented. Chapter 120.74, F.S., also requires the Annual Regulatory Plan (ARP) be submitted electronically to the Joint Administrative Procedures Committee, maintained at an active website for ten (10) years after the date of initial publication on the agency's website homepage or another state website, and publish in the Florida Administrative Registrar (FAR) a notice identifying the date of publication of the ARP along with a hyperlink to the plan.

As required by Chapter 120.74, F.S., the District has reviewed its rules to ensure compliance with statutory requirements. The ARP lists the laws which were enacted or amended during the previous twelve (12) months which create or modify the duties or authority of the District. These laws do not require the agency to adopt new or amend current administrative rules for proper implementation. Once certified, the ARP will be posted on the District website homepage and maintained for ten (10) years, and a notice will be posted in the FAR identifying the date of publication of the ARP on the District's website.



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

September 13, 2018

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1400

RE: Compliance with Chapter 120.74, F.S., Annual Regulatory Plan

To Whom It May Concern:

As required by Section 120.74, F.S., the Northwest Florida Water Management District (District) has reviewed its rules to ensure compliance with statutory requirements. The following laws were enacted or amended during the previous twelve (12) months which create or modify the duties or authority of the agency. The following laws do not require the agency to adopt new or amend current administrative rules for proper implementation. Each of the laws identified below is being implemented by complying with the statutory requirements therein.

SB 186	Resign-to-run Law
SB 268	Public Records/Public Guardians/Employees with Fiduciary Responsibility
SB 740	Department of Agriculture and Consumer Services
SB 7024	Public Records/Victim of an Incident of Mass Violence
HB 411	Public Records and Public Meetings/Firesafety Systems
HB 417	Public Records/Child Advocacy Center Personnel and Child Protection Team Members
HB 545	Prohibition Against Contracting with Scrutinized Companies
HB 551	Public Records/Health Care Facilities
HB 631	Possession of Real Property
HB 651	State Employment
HB 703	Water Management District Surplus Lands
HB 705	Public Records/Water Management District Surplus Lands
HB 755	Public Records/Nationwide Public Safety Broadband Network
HB 1013	Daylight Saving Time
HB 1055	Public Records/Addiction Treatment Facility Personnel
HB 5001	General Appropriations Act
HB 5003	Implementing the 2018-2019 General Appropriations Act
HB 5005	Collective Bargaining
HB 7021	Florida Statutes
HB 7023	Florida Statutes/General
HB 7025	Florida Statutes/Non-current Repeals or Expiration
HB 7027	Florida Statutes/Rulemaking Repeals
HB 7043	State Assumption of Federal Section 404 Dredge and Fill Permitting Authority
HB 7045	The Legislature/Date for Convening 2020 Regular Session
HB 7053	Public Records/United States Census Bureau
HB 7077	Open Government Sunset Review/Agency Employee Misconduct Complaint

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN W. ALTER
Secretary-Treasurer
Malone

GUS ANDREWS
DeFuniak Springs

JON COSTELLO
Tallahassee

MARC DUNBAR
Tallahassee

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

BO SPRING
Port St. Joe

HB 1151, Developments of Regional Impact, requires the agency to amend current administrative rules for proper implementation of section 380.06, F.S., as reflected in the rulemaking changes below.

The agency expects to implement by rulemaking changes to Chapters 40A-21 40A-44, and 40A-8, F.A.C., before July 1, 2019, as indicated below.

<u>Rule</u>	<u>Rulemaking Justification</u>
40A-21.271	Revise rule to comply with section 120.52(8)(d), F.S.
40A-21.275	Repeal rule to comply with section 120.54(5), F.S.
40A-21.291	Revise rule to comply with section 120.52(8)(c), F.S.
40A-21.421	Revise rule to no longer appear to be an evidentiary presumption.
40A-21.551	Revise rule to no longer appear to constitute an invalid exercise of delegated authority.
40A-21.571	Revise rule to no longer appear to constitute an invalid exercise of delegated authority.
40A-44.041	Revise rule for consistency with section 380.06, F.S.
40A-44.091	Revise rule for consistency with section 380.06, F.S.
40A-44.201	Revise rule for consistency with section 373.109(1)(b), F.S., and section 380.06, F.S.
40A-44.301	Revise rule to reflect section 373.414, F.S., and delete an obsolete portion of the rule.
40A-44.321	Revise rule for consistency with section 380.06, F.S.
40A-44.331	Revise rule for consistency with section 380.06, F.S.
40A-44.381	Clarify rule by specifying criteria and procedure to comply with section 120.52(8)(d), F.S.
40A-8	Create Rule Chapter for the District's Minimum Flows and Minimum Water Levels, which will include relevant sections needed to establish the minimum flow for the St. Marks River Rise.

As required, the Annual Regulatory Plan will be available on our website homepage www.nwfwater.com for ten (10) years after publishing. By October 1, the District will publish in the Florida Administrative Registrar a notice identifying the date of publication of the Annual Regulatory Plan along with a hyperlink to the plan.

I hereby certify that I have reviewed the plan. The District reviews its rules regularly with 2018 being the most recent period which all rules have been reviewed.

Brett J. Cyphers
Executive Director

J. Breck Brannen
Legal Counsel

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: September 6, 2018

Northwest Florida Water Management District v. Ox Bottom Mortgage Holdings, LLC; OB Homes of Tallahassee, LLC; G&A Lloyd, LLC; Golden Oak Land Group, LLC; and Ox Bottom Thomasville, LLC, Leon County Circuit Court Case No. 2018 CA 001831

This is a case brought by the District for environmental resource permit (ERP) violations by the Defendants including construction without an ERP and violating conditions of existing ERPs in Tallahassee, Florida. The Defendants are all related entities controlled by Steve Ghazvini and Thomas Asbury.

The District is vigorously pursuing compliance with ERP rules by requiring the Defendants to properly apply for and obtain the required permits, correct ongoing violations and pay appropriate penalties.

The litigation is in the early pleading phase and will likely not have to progress further in order to achieve compliance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: August 29, 2018

SUBJECT: Consideration of Fiscal Year 2018-2019 Tentative Millage Rate and Tentative Budget – 5:05 p.m. First Public Hearing

Recommendation

Staff recommends the Governing Board adopt the proposed millage rate of .0338 of a mill for Fiscal Year 2018-2019 and authorize staff to present it for final adoption at the public hearing on the budget to be held on September 27, 2018, at the Gulf Coast State College in Panama City.

Staff recommends the Governing Board adopt the District's Tentative Budget for Fiscal Year 2018-2019 that incorporates the changes resulting from the proposed edits presented today and authorize staff to present this budget for final adoption at the second public hearing on the budget to be held on September 27, 2018, at the Gulf Coast State College in Panama City.

Background

The District is authorized by the Constitution of the State of Florida and Chapter 373, Florida Statutes, to assess ad valorem tax revenues to support water management district operations. The District proposes to levy a millage rate of .0338 of a mill for Fiscal Year 2018-19. The revenues generated by the .0338 millage are necessary to fund District operations as identified in the Tentative Budget for Fiscal Year 2018-2019.

The proposed millage rate is the rolled-back rate of .0338, which is less than the .0353 millage assessed in Fiscal Year 2017-2018 and 32.4 percent below the legally authorized rate of .0500.

Staff has considered all known fiscal activity for the 2018-2019 fiscal year and has completed the preparation of the District's Tentative Budget. The Tentative Budget has been provided to the Executive Office of the Governor and the Florida Legislature in the report format required by law and by the required August 1, 2018, deadline.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
TENTATIVE BUDGET SUMMARY
OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

Proposed Ad Valorem Millage Rate .0338 of a mill

32.4% below the legally approved rate of .05 of a mill
.0015 of a mill less than the rate in the current year
Ad valorem budgeted in the Tentative is \$38,266 more than the
amount in the current year (to align closer to percentage
historically collected)
Rolled-back rate is .0338 of a mill

Total Expenditure Budget \$69,458,538

6.2% higher than the Current Year Amended Budget,
provides \$34,525,527 for Interagency Expenditures/Grants
Provides for 109.4 full-time equivalent positions, 100.0 authorized
& 9.4 equivalent OPS, 1.0 FTE less than current year

Total Revenue Received/Earned \$66,187,582

\$32.8 million in new revenue
\$33.4 million in carryover from prior years

Estimated Use of Cash Carryover/Reserves \$3,270,956

Budget By Program Area

1.0 Water Resources Planning and Monitoring	\$ 6,731,966	9.7%
2.0 Land Acquisition, Restoration and Public Works	\$52,879,766	76.1%
3.0 Operation and Maintenance of Lands and Works	\$ 3,909,865	5.6%
4.0 Regulation	\$ 3,853,031	5.5%
5.0 Outreach	\$ 133,559	0.2%
6.0 District Management and Administration	\$ 1,950,351	2.8%
	<u>\$69,458,538</u>	

Figures above and in the following charts reflect proposed edits to the Tentative Budget submitted August 1. Edits are due to updated budget estimates from the Florida Department of Environmental Protection for the District's allocation of springs restoration funds.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
SUMMARY**

Budget Item	Expense Type	Revenue Type	FY 2018-19 Tentative		9/13/2018
			8/1/2018	9/13/2018	Over/(Under)
			Original Submittal	1st Public Hearing	8/1/2018
FY 2018-19 Springs Restoration Funds to NFWFMD - Budget estimate updated to reflect	Grants	State	15,000,000	7,159,836	(7,840,164)
DEP's Springs Restoration Plan for FY 2018-19 to the Legislative Budget Commission	Fixed Capital Outlay	State	0	3,487,000	3,487,000
Prior Years' Springs Restoration Funds from DEP to NFWFMD	Grants	State	0	914,493	914,493
				Net Decrease	(3,438,671)

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
REVENUE CATEGORIES**

	FY 2018-19 Tentative						9/13/2018	
	FY 2016-17	FY 2017-18	FY 2018-19	8/1/2018	9/13/2018	9/13/2018 O/(U)	Tentative O/(U)	
	Actuals	Amended Budget	Preliminary	Original Submittal	1st Public Hearing	8/1/2018	Amended Budget	
Ad Valorem Tax	3,317,303	3,395,217	3,395,217	3,433,483	3,433,483	0	38,266	1.1%
Federal	1,062,233	2,993,734	3,108,317	3,110,421	3,110,421	0	116,687	3.9%
State	12,979,049	47,551,012	57,731,659	55,152,855	51,714,184	(3,438,671)	4,163,172	8.8%
Mitigation	726,622	950,523	1,038,145	1,054,414	1,054,414	0	103,891	10.9%
Local Revenues	95,929	128,209	124,107	163,519	163,519	0	35,310	27.5%
Permit Fees	444,810	384,569	396,438	396,438	396,438	0	11,869	3.1%
Timber Sales	1,568,997	2,000,000	2,000,000	2,000,000	2,000,000	0	0	0.0%
Miscellaneous	1,000,258	492,183	459,530	4,315,123	4,315,123	0	3,822,940	776.7%
w/o Fund Balance	21,195,201	57,895,447	68,253,413	69,626,253	66,187,582	(3,438,671)	8,292,135	14.3%
Fund Balance	3,054,424	7,510,812	2,066,563	3,270,956	3,270,956	0	(4,239,856)	-56.5%
w/Fund Balance	24,249,625	65,406,259	70,319,976	72,897,209	69,458,538	(3,438,671)	4,052,279	6.2%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
EXPENDITURE CATEGORIES**

	FY 2016-17 Actuals	FY 2017-18 Amended Budget	FY 2018-19 Preliminary	FY 2018-19 Tentative			9/13/2018	
				8/1/2018 Original Submittal	9/13/2018 1st Public Hearing	9/13/2018 O/(U) 8/1/2018	Tentative O/(U) Amended Budget	
Salaries & Benefits	7,627,959	8,511,397	8,543,876	8,644,018	8,644,018	0	132,621	1.6%
Other Personal Services	241,574	343,417	347,350	346,348	346,348	0	2,931	0.9%
Contracted Services	4,433,193	7,565,343	7,046,776	7,324,266	7,324,266	0	(241,077)	-3.2%
Operating Expense	1,985,977	2,549,413	2,732,522	2,776,641	2,776,641	0	227,228	8.9%
Operating Capital Outlay	315,809	816,432	607,952	678,452	678,452	0	(137,980)	-16.9%
Operating Categories	14,604,512	19,786,002	19,278,476	19,769,725	19,769,725	0	(16,277)	-0.1%
Fixed Capital Outlay	468,812	12,179,523	4,130,490	11,676,286	15,163,286	3,487,000	2,983,763	24.5%
Interagency Expenditures/Grants	9,176,301	33,440,734	46,911,010	41,451,198	34,525,527	(6,925,671)	1,084,793	3.2%
Non-Operating Categories	9,645,113	45,620,257	51,041,500	53,127,484	49,688,813	(3,438,671)	4,068,556	8.9%
GRAND TOTAL	24,249,625	65,406,259	70,319,976	72,897,209	69,458,538	(3,438,671)	4,052,279	6.2%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
PROGRAM LEVEL**

Program	FY 2016-17 Actuals	FY 2017-18 Amended Budget	FY 2018-19 Preliminary	FY 2018-19 Tentative			9/13/2018	
				8/1/2018	9/13/2018	9/13/2018 O/(U)	Tentative O/(U)	
				Original Submittal	1st Public Hearing	8/1/2018	Preliminary Budget ¹	
1 Water Resource Plan/Monitoring	4,789,983	6,987,078	6,747,040	6,731,966	6,731,966	0	(15,074)	-0.2%
2 Land Acq/Restoration/Public Works	10,952,872	48,448,578	54,066,009	56,318,437	52,879,766	(3,438,671)	(1,186,243)	-2.2%
3 Operations & Maint Land & Works	3,284,515	3,909,865	3,555,529	3,909,865	3,909,865	0	354,336	10.0%
4 Regulation	3,338,165	3,890,615	3,857,407	3,853,031	3,853,031	0	(4,376)	-0.1%
5 Outreach	155,401	178,215	133,722	133,559	133,559	0	(163)	-0.1%
6 Management & Admin	1,728,689	1,991,908	1,960,269	1,950,351	1,950,351	0	(9,918)	-0.5%
GRAND TOTAL	24,249,625	65,406,259	70,319,976	72,897,209	69,458,538	(3,438,671)	(861,438)	-1.2%
Combined Outreach and Management & Administration as a Percent of Total Budget ²				2,083,910	2,083,910			
				2.9%	3.0%			

The Legislative Budget Commission may reject the District's budget proposals:

¹In any individual variance in the Tentative Budget that exceeds 25% of the Preliminary Budget

²In these two programs that exceed 15% of the total Tentative Budget

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
PROGRAM AND ACTIVITY LEVEL**

	FY 2016-17 Actuals	FY 2017-18 Amended Budget	FY 2018-19 Preliminary	FY 2018-19 Tentative			9/13/2018	
				8/1/2018 Original Submittal	9/13/2018 1st Public Hearing	9/13/2018 O/(U) 8/1/2018	Tentative O/(U) Amended Budget	
1.0 Water Resources Planning and Monitoring								
1.1 - District Water Management Planning								
1.1.1 Water Supply Planning	110,979	212,681	190,960	184,575	184,575	0	(28,106)	-13.2%
1.1.2 Minimum Flows and Levels	1,546,739	1,925,123	1,819,822	1,773,263	1,773,263	0	(151,860)	-7.9%
1.1.3 Other Water Resources Planning	621,856	666,168	545,851	558,924	558,924	0	(107,244)	-16.1%
1.2 - Rsch, Data Collec. /Analysis / Monitor.	1,100,815	934,550	969,489	948,517	948,517	0	13,967	1.5%
1.3 - Technical Assistance	1,052,877	2,730,507	2,708,152	2,720,043	2,720,043	0	(10,464)	-0.4%
1.5 - Technology & Information Services	356,717	518,049	512,766	546,644	546,644	0	28,595	5.5%
Total	4,789,983	6,987,078	6,747,040	6,731,966	6,731,966	0	(255,112)	-3.7%
2.0 Acquisition, Restoration and Public Works								
2.1 - Land Acquisition	15,741	11,279,921	3,471,815	10,672,135	13,659,135	2,987,000	2,379,214	21.1%
2.2 - Water Source Development								
2.2.1 Water Resource Development Projects	245,357	1,003,331	1,004,971	1,164,062	1,164,062	0	160,731	16.0%
2.2.2 Water Supply Development Assistance	5,296,450	6,685,747	1,026,509	1,722,011	1,722,011	0	(4,963,736)	-74.2%
2.3 - Surface Water Projects	4,916,868	27,954,734	46,887,917	40,562,042	33,636,371	(6,925,671)	5,681,637	20.3%
2.5 - Facilities Constr. and Major Renov.	63,836	85,470	100,000	150,000	150,000	0	64,530	75.5%
2.6 - Other Acquisition and Restor. Activities	345,995	1,368,523	1,503,312	1,975,217	2,475,217	500,000	1,106,694	80.9%
2.7 - Technology & Information Service	68,625	70,852	71,485	72,970	72,970	0	2,118	3.0%
Total	10,952,872	48,448,578	54,066,009	56,318,437	52,879,766	(3,438,671)	4,431,188	9.1%

**PROGRAM AND ACTIVITY LEVEL
(Continued)**

	FY 2016-17 Actuals	FY 2017-18 Amended Budget	FY 2018-19 Preliminary	FY 2018-19 Tentative			9/13/2018	
				8/1/2018 Original Submittal	9/13/2018 1st Public Hearing	9/13/2018 O/(U) 8/1/2018	Tentative O/(U) Amended Budget	
3.0 Operation and Maintenance of Lands and Works								
3.1 - Land Management	2,635,716	2,991,166	2,578,101	2,910,093	2,910,093	0	(81,073)	-2.7%
3.2 - Works	677	8,754	18,795	18,784	18,784	0	10,030	114.6%
3.3 - Facilities	261,803	412,972	387,549	399,358	399,358	0	(13,614)	-3.3%
3.6 - Fleet Services	20,421	32,254	56,258	56,064	56,064	0	23,810	73.8%
3.7 - Technology & Information Services	365,897	464,719	514,826	525,566	525,566	0	60,847	13.1%
Total	3,284,514	3,909,865	3,555,529	3,909,865	3,909,865	0	0	0.0%
4.0 Regulation								
4.1 - Consumptive Use Permitting	501,093	590,868	627,981	581,118	581,118	0	(9,750)	-1.7%
4.2 - Water Well Constr. Permitting and Contractor Licensing	688,976	803,711	805,657	833,371	833,371	0	29,660	3.7%
4.3 - Env. Resource and Surface Water Permitting	1,201,861	1,418,398	1,430,290	1,447,172	1,447,172	0	28,774	2.0%
4.4 - Other Reg. and Enforcement Activities	436,985	383,070	304,016	302,651	302,651	0	(80,419)	-21.0%
4.5 - Technology & Information Services	509,250	694,568	689,463	688,719	688,719	0	(5,849)	-0.8%
Total	3,338,165	3,890,615	3,857,407	3,853,031	3,853,031	0	(37,584)	-1.0%

**PROGRAM AND ACTIVITY LEVEL
(Continued)**

	FY 2016-17 Actuals	FY 2017-18 Amended Budget	FY 2018-19 Preliminary	FY 2018-19 Tentative			9/13/2018	
				8/1/2018 Original Submittal	9/13/2018 1st Public Hearing	9/13/2018 O/(U) 8/1/2018	Tentative O/(U) Amended Budget	
5.0 Outreach								
5.2 - Public Information	145,526	167,940	123,447	123,284	123,284	0	(44,656)	-26.6%
5.4 - Lobbying / Legis. & Cabinet Affairs	9,875	10,275	10,275	10,275	10,275	0	0	0.0%
Total	155,401	178,215	133,722	133,559	133,559	0	(44,656)	-25.1%
6.0 District Management and Administration								
6.1 - Administrative and Operations Support								
6.1.1 - Executive Direction	572,403	680,496	635,127	634,764	634,764	0	(45,732)	-6.7%
6.1.4 - Administrative Support	759,704	837,041	847,907	850,775	850,775	0	13,734	1.6%
6.1.7 - Human Resources	106,771	119,074	119,862	119,807	119,807	0	733	0.6%
6.1.9 - Technology & Information Services	237,053	295,297	297,373	285,005	285,005	0	(10,292)	-3.5%
6.4 - Other (Tax Collector/Property Appraiser Fees)	52,758	60,000	60,000	60,000	60,000	0	0	0.0%
Total	1,728,689	1,991,908	1,960,269	1,950,351	1,950,351	0	(41,557)	-2.1%
Total District Expenditure Budget	24,249,625	65,406,259	70,319,976	72,897,209	69,458,538	(3,438,671)	4,052,279	6.2%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF FY 2018-2019 TENTATIVE BUDGET
SEPTEMBER 13, 2018, 5:05 P.M., HAVANA, FLORIDA
9/13/2018 PROPOSED CHANGES
COMPARISON BY FUND**

DESCRIPTION	General Fund	Capital Improv & Lands Acq	Lands Management	Special Projects	Regulation	Mitigation	TOTAL
Cash Balances Brought Forward	11,847,873	280,442	5,155,249	1,703,759	1,925,521	1,712,189	22,625,033
<u>ESTIMATED REVENUES:</u>							
Ad Valorem Taxes .0338 mills	1,149,027			480,125	1,804,331		3,433,483
DEP - WML Trust Fund				1,189,576			1,189,576
DEP - Land Acquisition Trust Fund		14,454,370 ¹	1,467,847	27,964,538 ²			43,886,755
Florida Forever Trust Fund		372,480					372,480
Permitting and Licensing					396,438		396,438
Federal Grants				3,095,929	14,492		3,110,421
State Funds	86,674	309,000	130,000	3,479,694	2,260,005	1,054,414	7,319,787
Local Government Units			340	163,179			163,519
Timber Sales			2,000,000				2,000,000
Miscellaneous Revenues		324,390	60,079	3,820,654	10,000	100,000	4,315,123
Interfund Transfers	1,653,401	100,000		688,829			2,442,230
Total Estimated Revenues, Transfers and Balances	<u>14,736,975</u>	<u>15,840,682</u>	<u>8,813,515</u>	<u>42,586,283</u>	<u>6,410,787</u>	<u>2,866,603</u>	<u>91,254,845</u>
<u>ESTIMATED EXPENDITURES:</u>							
Salaries & Benefits	1,810,085	63,365	1,252,118	2,421,820	2,790,224	306,406	8,644,018
Other Personal Services	155		41,000	55,934	247,788	1,471	346,348
Contractual Services	190,600	422,901	1,326,082	4,581,466	166,036	637,181	7,324,266
Operating Expenses	583,498	3,600	1,082,899	403,350	562,923	140,371	2,776,641
Capital Outlay	145,608	15,057,186 ³	295,860	202,110	136,060	4,914	15,841,738
Grants and Aids	1,705,000		25,000	32,795,527 ⁴			34,525,527
Reserves	9,454,044	280,442	4,421,449	1,610,432	1,875,521	1,712,189	19,354,077
Interfund Transfers	847,985	13,188	369,107	515,644	632,235	64,071	2,442,230
Total Operating Expenditures, Transfers and Reserves	<u>14,736,975</u>	<u>15,840,682</u>	<u>8,813,515</u>	<u>42,586,283</u>	<u>6,410,787</u>	<u>2,866,603</u>	<u>91,254,845</u>

¹ Was \$10,967,370 or \$3,487,000 lower in 8/1/2018 submittal

³ Was \$11,570,186 or \$3,487,000 lower in 8/1/2018 submittal

² Was \$34,890,209 or \$6,925,671 higher in 8/1/2018 submittal

⁴ Was \$39,721,198 or \$6,925,671 higher in 8/1/2018 submittal