

**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 8, 2019

SUBJECT: Consideration of Invitation to Bid 19B-008; Devils Swamp North 2019  
Thinning Timber Sale

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**Recommendation:**

Staff recommends the Governing Board approve the bids submitted in response to Invitation to Bid 19B-008, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, DeerPoint Timber, at the bid prices of \$8.00 per ton for Pine Pulpwood; \$23.00 per ton for Pine Chip-N-Saw; and \$34.00 per ton for Pine Saw Timber.

**Background:**

On June 26, 2019, the District posted Invitation to Bid No. 19B-008 for the Devils Swamp North 2019 Thinning Timber Sale on the State's Vendor Bid System and the District's website. Notices were also sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale will result in the harvest of an estimated 12,250 tons of pine timber products from 629 acres in Walton County, as described below. These stands are also delineated on the attached Exhibit Map A.

<b>STAND NUMBER</b>	<b>COUNTY</b>	<b>SECTION; TOWNSHIP; RANGE</b>	<b>ACRES</b>
118023	Walton	S 28,29; T2N, R18	90
118024	Walton	S 28,29; T2N, R18W	10
118025	Walton	S 20,21,28,29; T2N, R18W	41
118026	Walton	S 21; T2N, R18W	10
118028	Walton	S 21,28; T2N, R18W	39
118029	Walton	S 21,28; T2N, R18W	100
118030	Walton	S 20; T2N, R18W	65
118031	Walton	S 20,29; T2N, R18W	61
118036	Walton	S29; T2N, R18W	18
110038	Walton	S 29,30; T2N,18W	124
118054	Walton	S 20,29; T2N, R18W	71
<b>TOTAL</b>			<b>629</b>

On July 30, 2019, at 2:30 p.m. EDT, the District opened three sealed bids for the purchase of the designated timber products. The bids received are listed below.

A detailed breakdown of the bids with prices for each timber product is found in Exhibit A. The total estimated sale value amounts are listed below for your consideration.

<b>Company</b>	<b>Total Estimated Sale Value*</b>
DeerPointTimber	\$ 206,385.00
Cedar Creek Timber	\$ 195,308.07
West Rock	\$ 102,072.32

*\*These figures are to be used for bid evaluation and comparison purposes only. Payments to the District will be made on a measured per ton basis.*

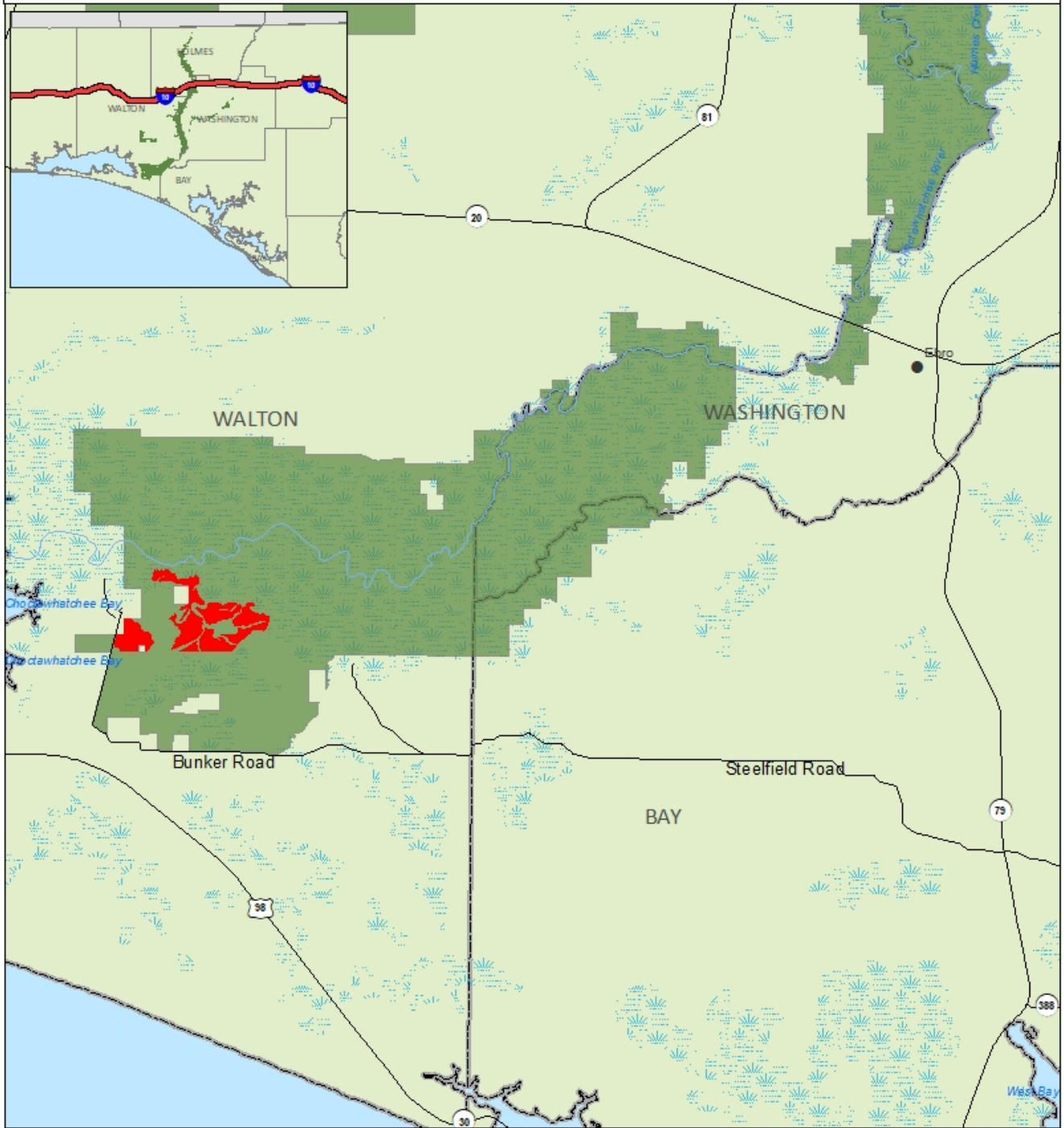
## Exhibit A

### Bid Prices – NFWFMD ITB 19B-008

#### Devils Swamp North 2019 Thinning Timber Sale

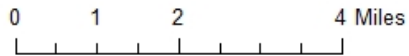
<b>Bidder</b>	<b>Pine Pulpwood Price Per Ton</b>	<b>Pine Chip-N-Saw Price Per Ton</b>	<b>Pine Saw Timber Price Per Ton</b>	<b>Estimated Sale Value *</b>	<b>10% Bid Bond</b>	<b>Acknowledgement</b>
DeerPoint Timber	\$8.00	\$23.00	\$34.00	\$206,385.00	Yes	Yes
Cedar Creek Timber	\$10.15	\$18.51	\$29.00	\$195,308.07	Yes	Yes
West Rock	\$5.66	\$9.00	\$15.00	\$102,072.32	Yes	Yes

Exhibit Map A



General Location Map  
Devils Swamp North 2019 Thinning Timber Sale  
Choctawhatchee River Water Management Area  
Walton County, Florida  
629 Acres

- Slands
- District Lands



**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: July 25, 2019

SUBJECT: Consideration of Extension to Agreement 18-032; 2018 Greenhead Road Sand Pine Timber Sale

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**Recommendation:**

Staff recommends the Governing Board authorize staff to execute a second extension of Agreement 18-032, allowing an additional 180 days to complete the timber harvest.

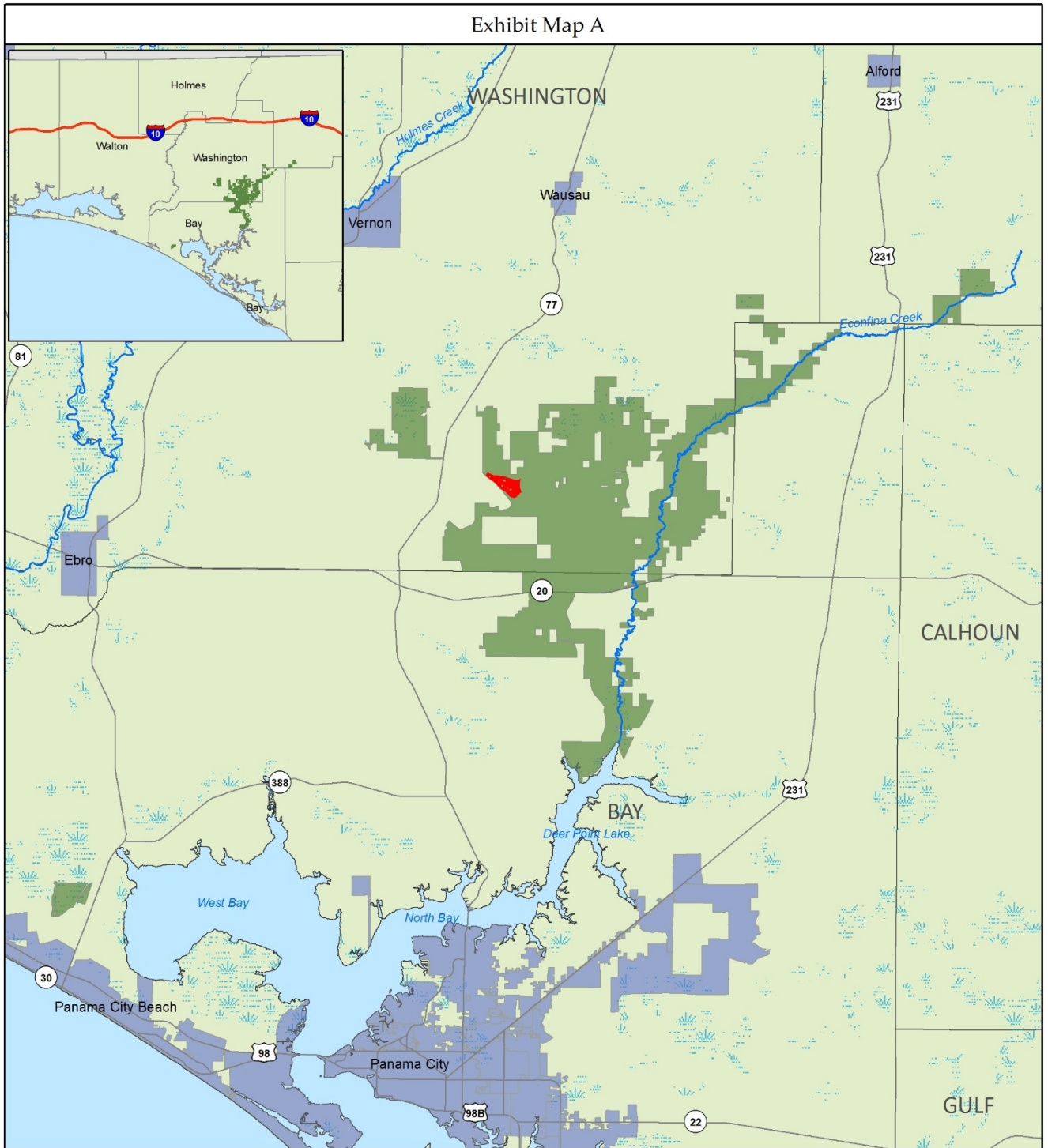
**Background:**

On March 1, 2018 the District executed Agreement 18-032 with DeerPoint Timber Products, Inc. (DeerPoint) for the “Greenhead Road Sand Pine Timber Sale.” This timber sale involved an estimated 14,892 tons of sand pine pulpwood timber products from one stand comprising 340 acres in Washington County. This stand is delineated on the attached Exhibit Map A. The total estimated value of the timber was \$211,000 at the time of the timber sale with a product price of \$14.20 per ton for pine pulpwood. There were minor impacts to this timber stand from the hurricane but more than 95% of the remaining trees are still merchantable.



The contractor’s logging crews entered the site in July 2018 and worked until the end of August, harvesting 12,598 tons of timber with total revenue to date of \$178,887. In October 2018, Hurricane Michael significantly altered the regional timber industry and logging crews have focused on recovering salvage timber ever since.

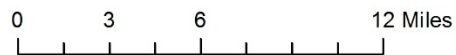
In February 2019, the District executed a 180-day extension (until August 31, 2019), but DeerPoint will not be able to complete the harvest in that timeframe and has requested an additional six-month extension with the hope the market will recover sufficiently to allow this harvest to be completed in the extended timeframe.

Exhibit Map A



General Location Map  
2018 Greenhead Road Sand Pine Timber Sale  
Econfina Creek WMA  
Washington County, Florida  
340 Acres

-  Stands
-  District Lands



**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: July 25, 2019

SUBJECT: Consideration of Extension to Agreement 18-052; 2018 Econfina Creek Sand Pine Timber Sale

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**Recommendation:**

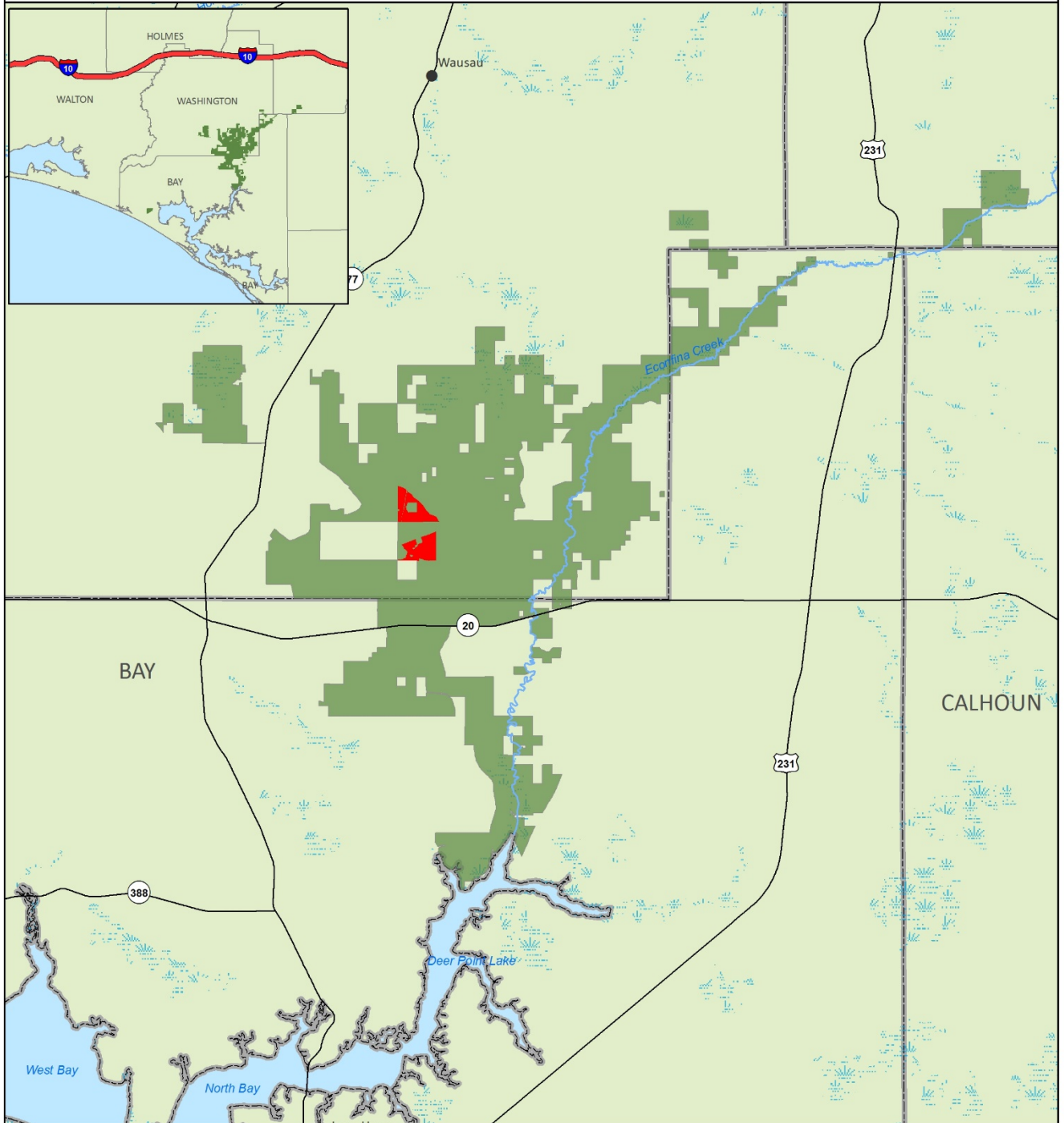
Staff recommends the Governing Board authorize staff to execute a second extension of Agreement 18-052, allowing an additional 180 days to complete the timber harvest.

**Background:**



On May 30, 2018 the District executed Agreement 18-052 with DeerPoint Timber Products, Inc. (DeerPoint) for the “Econfina Creek Sand Pine Timber Sale.” This timber sale involved an estimated 31,332 tons of sand pine pulpwood timber products from two stands comprising 581 acres in Washington County. These stands are delineated on the attached Exhibit Map A. The total estimated value of the timber was \$407,316 at the time of the timber sale with a product price of \$13.00 per ton for pine pulpwood. There were minor impacts to these timber stands from the hurricane but over 95% of the trees are still merchantable.

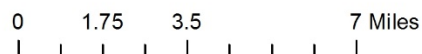
Less than five months after execution of this timber sale Agreement, Hurricane Michael came ashore and resulted in considerable upheaval of the regional timber market. DeerPoint had planned to harvest this sand pine timber in the winter, but the timber market situation would not allow this harvest to be accomplished in a profitable manner. In May 2019, the District executed a 90-day extension (until August 28, 2019), but DeerPoint will not be able to complete the harvest in that timeframe and has requested a six-month extension with the hope that the market will recover sufficiently to allow this harvest to be completed in that timeframe.

# Exhibit Map A



General Location Map  
2018 Econfina Creek Sand Pine Timber Sale  
Econfina Creek Water Management Area  
Washington County, Florida  
581 Acres

-  Stands
-  District Lands





**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 5, 2019

SUBJECT: Consideration of Amendment No. 1 to Contract with Washington County Sheriff's Office for Law Enforcement and Security Services; Choctawhatchee River and Holmes Creek and Econfina Creek WMAs

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**Recommendation:**

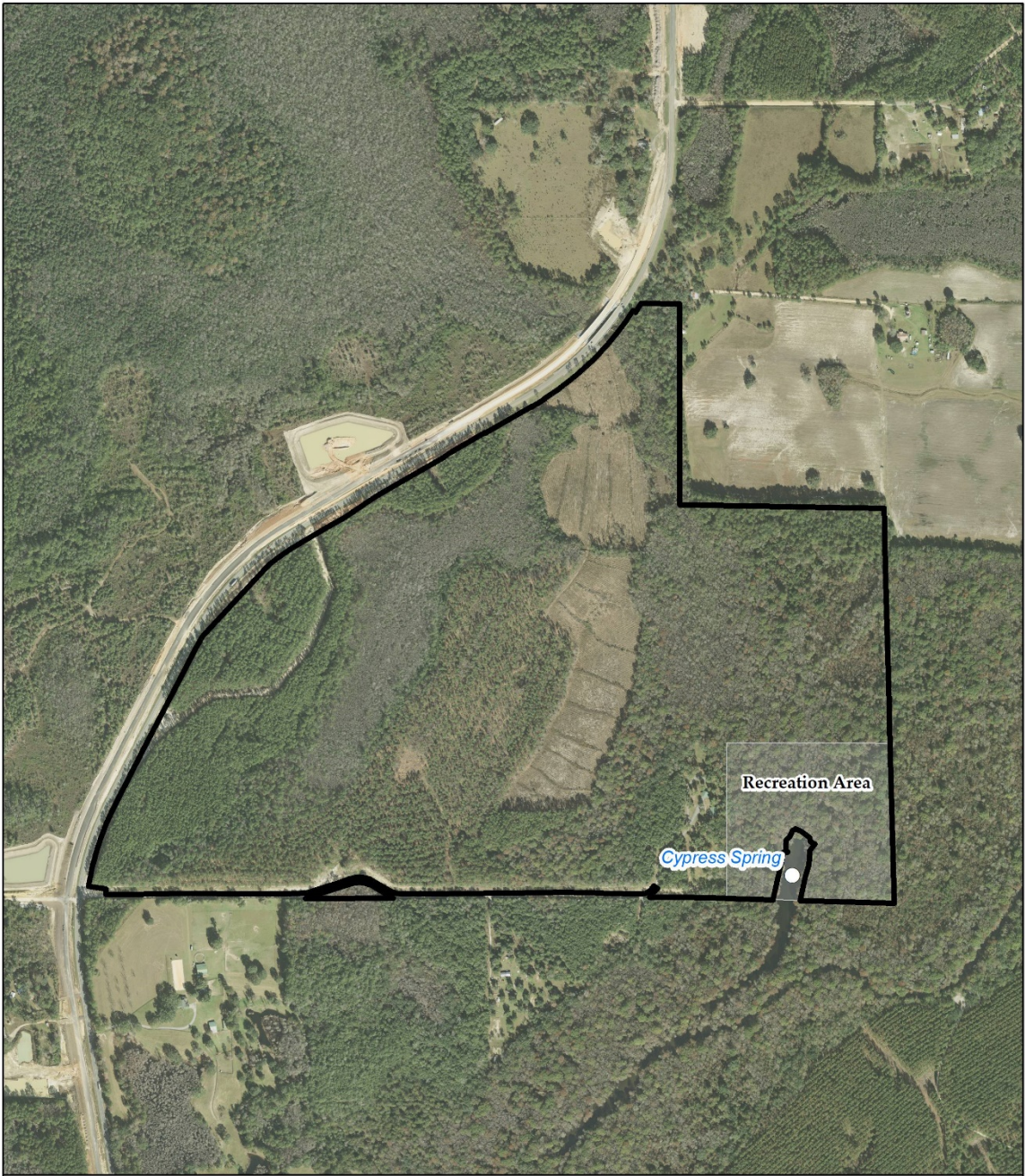
Staff recommends the Governing Board authorize the Executive Director to execute Amendment No. 1 with the Washington County Sheriff's Office, subject to approval and adoption of the budget for FY 2019-20.



**Background:**

As part of our continuing effort to provide the public with a safe and secure recreational experience on District lands in Bay and Washington counties, staff contracts with the Washington County Sheriff's Office to provide law enforcement and security services.

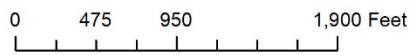
In November of 2018, the District purchased a conservation easement from Nestle Waters North America, Inc. As part of this conservation easement, the District plans to conduct spring shoreline restoration and protection and develop public access and recreation facilities in what is known as the Cypress Spring Recreation Area (see attached map). To ensure public safety, foster a family-oriented public recreational experience, and to prevent no trespassing on Nestle's land outside of the Cypress Spring Recreation Area by the public, the District needs to add additional hours to the contract with the sheriffs office for the Cypress Spring Recreation Area for these purposes. The additional hours will increase the contract for FY 2019-20 by \$14,704.80 or to \$160,264 for the fiscal year.

LZ/cb



 Nestle Waters North America  
 Recreation Area

Cypress Springs  
Nestle Waters North America  
Washington County, FL  
303.55 Acres



# 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: July 24, 2019

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

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### **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 2019-2020 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 2019-2020. 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.

The FFS, for FY 2019-2020, has awarded the District \$115,000 to help reduce the prescribed fire backlog. The funding will be used for contractual services, including contract burn staff augmentation, 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. A particular focus for the 2019-2020 efforts will be preparing prescribed burn units that were impacted by Hurricane Michael by clearing and preparing firelines that contain substantial storm debris and doing other mechanical treatments that will allow the units to be burned during the contract period. These 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

FROM: Lennie Zeiler, Director, Division of Asset Management

DATE: August 12, 2019

SUBJECT: Consideration of Agreement with The Nature Conservancy for Perdido River Paddle Trail Project

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### **Recommendation:**

Staff recommends the Governing Board authorize the Executive Director to execute an agreement with The Nature Conservancy for Perdido River Paddle Trail Project.

### **Background:**

Since 2016 the District has been working with The Nature Conservancy (TNC) and Escambia County on a project to increase and enhance recreational paddling opportunities on the Perdido River. The District currently owns 6,261 acres along the Perdido River and Perdido Bay and has four developed recreation areas along the river. In recent years, the state of Alabama has acquired substantial acreage on the west side of the Perdido River for conservation and recreation purposes and has developed a number of landings and camping shelters, most of which are upstream of the District's landholdings on this river.

A project proposal was developed to add ten new overnight camping shelters and related facilities along Perdido River and Bay on sites owned by the District, TNC, and Escambia County. This proposal was submitted for funding through the Deepwater Horizon settlement program and final approval of funding occurred in the spring of 2019, at which time the parties began working on implementation plans.

TNC has the ability to manage and construct this project through its relationship with the Conservation Corps of the Emerald Coast and can contract directly with the Florida Department of Environmental Protection, which administers the grant funds. To facilitate the construction work on District lands, an agreement is needed to allow the permanent work and to specify the terms and conditions for implementation of the project.

**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 6, 2019

SUBJECT: Approval of Resolution No. 854 to the Department of Environmental Protection for Acquisition of the Dry Creek Plantation Conservation Easement; Chipola River WMA

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**Recommendation:**

Staff recommends approval and adoption of Resolution No. 854 to Department of Environmental Protection (DEP) for acquisition of the Dry Creek Plantation Conservation Easement in the Chipola River WMA.

**Background:**

Resolution No. 854, if approved, will assist the District in requesting funding from DEP for the purchase of the Dry Creek Plantation Conservation Easement. A Purchase and Sale Agreement was approved by the Governing Board on May 23, 2019. The purchase will be made with funds from the Land Acquisition Trust Fund and will also have additional acquisition related costs. These costs include, but are not limited to, appraisals, review appraisal, survey, environmental site assessment, baseline documentation report, title insurance, document preparation, and legal fees.

LZ/cb



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. 854

### To the Department of Environmental Protection for Acquisition of the Dry Creek Plantation Conservation Easement; Chipola River WMA

**WHEREAS**, the Governing Board of the Northwest Florida Water Management District (hereinafter referred to as the "District") has the duty and responsibility under Chapter 373, Florida Statutes, for the management of water and related land resources and for preservation of natural resources, fish and wildlife; and

**WHEREAS**, the Legislature provided funds to the Department of Environmental Protection for distribution to Northwest Florida Water Management District in the Fiscal Year 2016-2017 General Appropriations Act from the Land Acquisition Trust Fund, line item number 1600 and Fiscal Year 2019-2020 General Appropriations Act from the Land Acquisition Trust Fund, Section 61, both created pursuant to Ch. 375.041, Florida Statutes, for land acquisition of properties that improve the quality or quantity of water for a spring; and

**WHEREAS**, the District has identified the Dry Creek Plantation Conservation Easement for purchase for the purposes of water management, water supply, and the conservation and protection of water resources consistent with Section 373.59, Florida Statutes, and with the District's Five Year Plan of Acquisition as filed with the Secretary of the Department of Environmental Protection and the Florida Legislature; and

**WHEREAS**, the Dry Creek Plantation Conservation Easement is a part of the Chipola River Basin; and

**WHEREAS**, the District entered into a Purchase and Sale Agreement dated May 23, 2019, for the District's acquisition of the Conservation Easement; and

**WHEREAS**, closing on the Dry Creek Plantation Conservation Easement is scheduled for December 31, 2019, or before; and

**WHEREAS**, a general location map and preliminary legal description depicting the location of the Conservation Easement is attached hereto as Exhibit A and made a part hereof by reference. Final acreage will be determined by survey; and

**WHEREAS**, the per acre purchase price for the Dry Creek Plantation Conservation Easement is \$448.23. Additional associated costs will be requested under this resolution at a later date with the submission of a District invoice and appropriate documentation; and

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN W. ALTER  
Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

JON COSTELLO  
Tallahassee

TED EVERETT  
Chipley

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port St. Joe

**WHEREAS**, the legal interest to be acquired is less than fee simple title; and

**WHEREAS**, the District certifies as to the following:

- (1) That the Dry Creek Plantation Conservation Easement contributes to the Chipola Springs Groundwater Contribution Area;
- (2) That the lands acquired are consistent with the District's updated Five Year Plan of Acquisition as filed on or before February 28, 2019, pursuant to Section 373.199, Florida Statutes, and are identified for acquisition using funding from the Land Acquisition Trust Fund;
- (3) That a public meeting was held on May 21, 2019, pursuant to DEP Guidelines for Florida's Water Management District to discuss acquisition of this land;
- (4) That funds are to be used only for acquisition costs and fees associated with such acquisition;
- (5) That a copy of the certified appraisals which have been approved by this Governing Board is transmitted herewith;
- (6) That the purchase price is less than 90 percent of the appraised value of the best supported certified appraisal used to determine the value of the property; and
- (7) That lands or interests being acquired have been reviewed for the presence of state sovereignty submerged lands by determination of the ordinary high water line.

**NOW THEREFORE, BE IT RESOLVED** that the Governing Board of the Northwest Florida Water Management District does hereby request payment from the Land Acquisition Trust Fund of the State of Florida (Section 60), utilizing a per acre price of \$448.23 for the acquisition of the above-described lands and that the warrant be issued by the Department of Financial Services of the State of Florida to Northwest Florida Water Management District. Additional associated costs are not being requested under this resolution at this time, but will be requested at a later date under this same resolution with a District invoice and supporting documentation.

**ADOPTED AND APPROVED** this 22nd day of August A.D., 2019.

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

**ATTEST:**

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George Roberts, Chair

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

# EXHIBIT A

## Preliminary Legal Description

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

PARCEL 1:

The SE1/4 of NW1/4 of Section 4, Township 3 North, Range 10 West, Jackson County, Florida.

and

That portion of the Northeast Quarter of Section 4, Township 3 North, Range 10 West, Jackson County, Florida, lying West of Highway 73.

and

The Northeast Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 10 West, Jackson County, Florida.

and

That portion of the Southwest Quarter of the Northwest Quarter of Section 4, Township 3 North, Range 10 West, Jackson County, Florida, lying North of Dry Creek.

and

That portion of the Southeast Quarter of the Northeast Quarter of Section 5, Township 3 North, Range 10 West, lying North of Dry Creek.

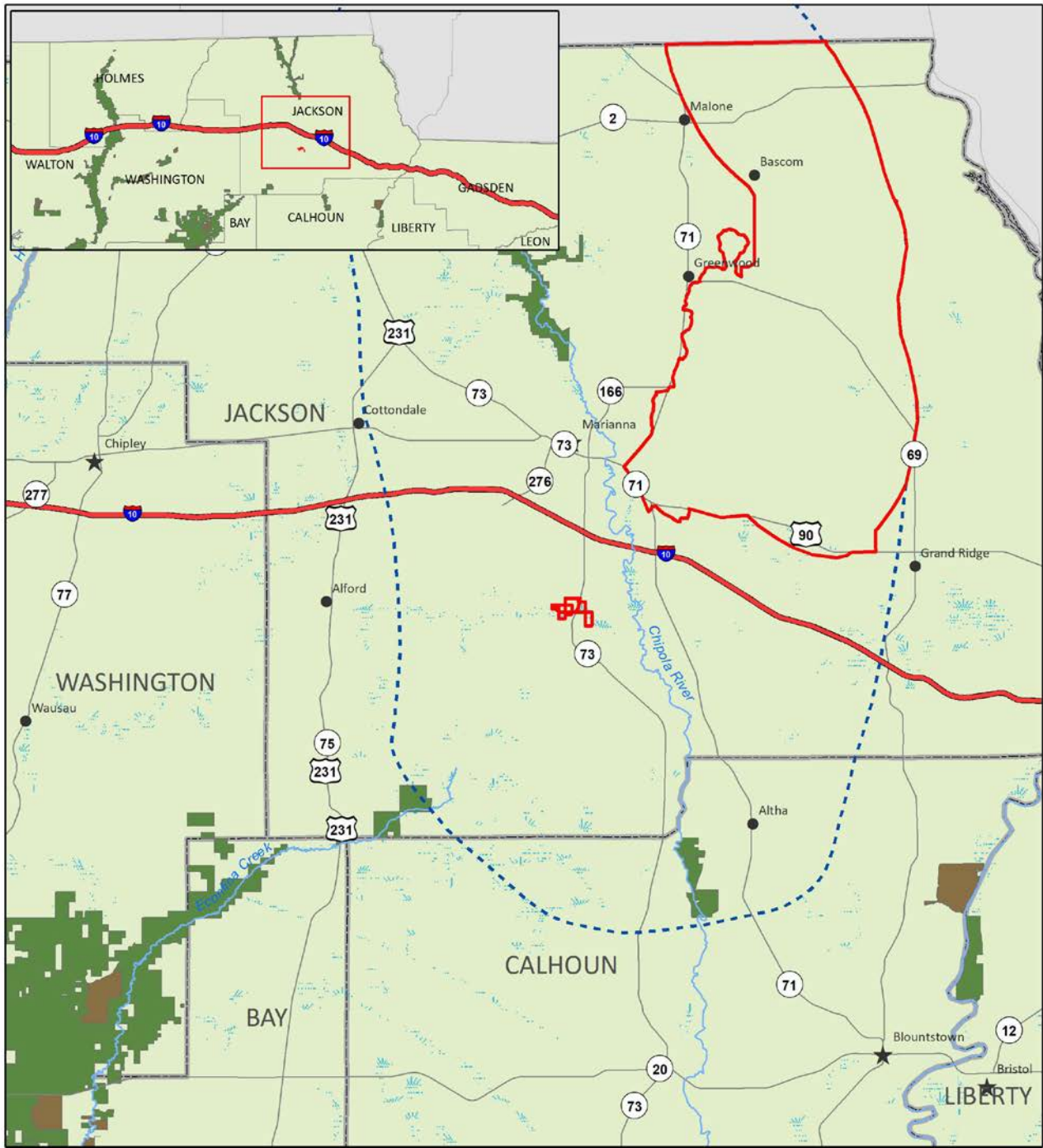
and

Those parts of the North Half of the Southwest Quarter and of the Southwest Quarter of the Northwest Quarter, of Section 4, Township 3 North, Range 10 West, Jackson County, Florida, lying South of Dry Creek; less one acre in square form at intersection of Dry Creek and East line of Northeast Quarter of the Southwest Quarter on the South side of Creek and known as Laramore Swimming Hole conveyed to T.J. Boone by deed recorded in Deed Book 527, Page 511, Public Records of Jackson County, Florida; and less 1/2 acre conveyed to Robert Laramore and Tina Reeves by deed recorded in Official Records Book 189, Page 954, of the Public Records of Jackson County, Florida.

and

A 60 foot wide strip of land located on the East side of the Southeast Quarter of Section 5; Township 3 North, Range 10 West, Jackson County, Florida, beginning at Highway 278 (Laramore Road) and ending 60 feet North of the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 4,, Township 3 North, Range 10 West, Jackson County, Florida and being more particularly described as follows: Commence at a 5/8 rebar and cap (LB 5106) marking the Southeast Corner of Section 5, Township 3 North, Range 10 West, Jackson County, Florida; thence N00°58'57"E along the East line of said Section, a distance of 393.20 feet to a 1/2" rebar and cap (LB 7476) on the North R/W line of Laramore Road, said rebar being the Point of Beginning, said Point of Beginning being on a curve concave Northwesterly and having a radius of 4533.75 feet; thence Southwesterly along said R/W line and the arc of a curve, through a central angle of 0°49'51" an arc distance of 65.73 feet (chord of said curve being S65°52'42"W, 65.73 feet) to a 1/2" rebar and cap (LB 7476); thence leaving said R/W line N00°58'57"E, a distance of 1018.16 feet to a 1/2" rebar and cap (LB 7476); thence S89°01'03"E a distance of 60.00 feet to a 1/2" rebar and cap (LB 7476) on the aforesaid East line of Section 5; thence S00°58'57"W, along said East line, a distance of 60.00 feet to a 1/2" rebar and cap (LB 7476) marking the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 4; thence continue S00°58'57"W along said East line of Section 5, a distance of 931.32 feet to the Point of





General Location Map  
 Dry Creek Plantation, LLC  
 Chipola River Water Management Area  
 Jackson County, Florida  
 433.66 Acres

- Dry Creek Plantation
- BMAP Boundary
- Chipola Springs Groundwater Contribution
- District Lands
- District Conservation Easements

0    12.5    25    50 Miles

**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 6, 2019

SUBJECT: Consideration of Grant of Easements to the Regional Utilities for Access and Reclaimed Water Pipeline Through District Lands; Lafayette Creek

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**Recommendation:**

Staff is requesting the Governing Board to: (1) make a determination that the access and pipeline easements are compatible with the resource values of and management objectives of such lands, (2) grant the easements, and (3) authorize the Executive Director to execute the easements with the Regional Utilities, subject to legal counsel review and approval.

**Background:**

The Regional Utilities (RU) has requested an easement across District land (see attached maps) to accommodate a 24" underground pipeline and potential associated power as well as an access easement to a 360-acre tract which they propose to acquire. The proposed acquisition is adjacent to the District's tract known as Lafayette Creek in Walton County.

RU currently disposes of reclaimed water at the Wolf Creek Spray Field. In an attempt to serve future growth, RU is pursuing an adjacent property. Although the proposed acquisition is adjacent to their existing spray field, there is not an existing corridor for placement of the necessary reclaimed water pipeline and potential power that will be necessary to utilize the new property. RU is requesting a 50-foot by 50-foot triangle easement equaling approximately 1,250 square feet or 0.0287 of an acre in the northeast quadrant of the District's property (see attached map).

LZ/cb



**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 6, 2019

SUBJECT: Consideration of Sale of Access Easement to Petersen etal; Econfina  
Creek WMA

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**Recommendation:**

Staff recommends the Governing Board: (1) make a determination that the access easement is compatible with conservation, preservation or recreation purposes (2) approve the sale of an access easement to Petersen etal at appraised value and (3) authorize the Executive Director to execute the easement, subject to legal counsel review and approval.

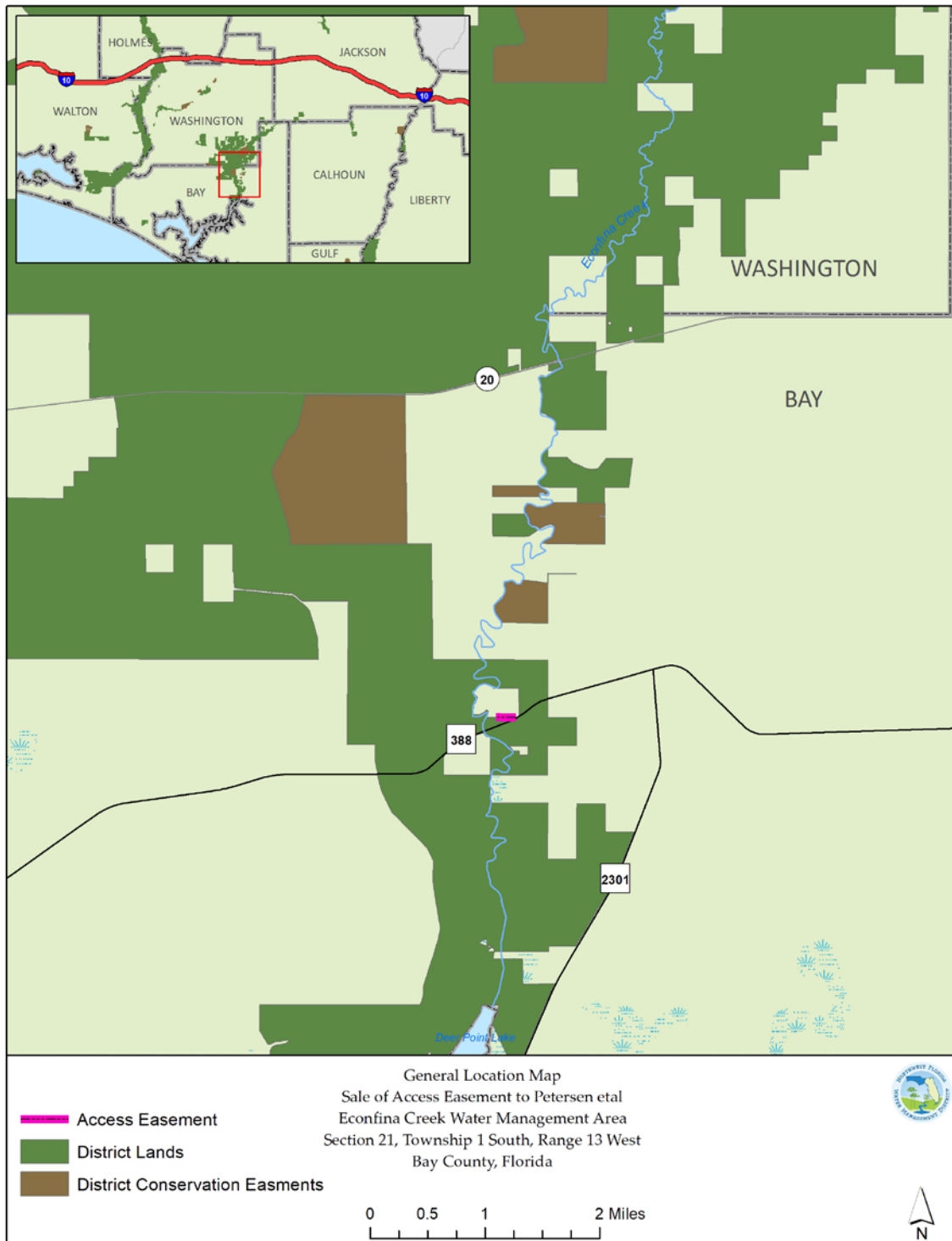
**Background:**

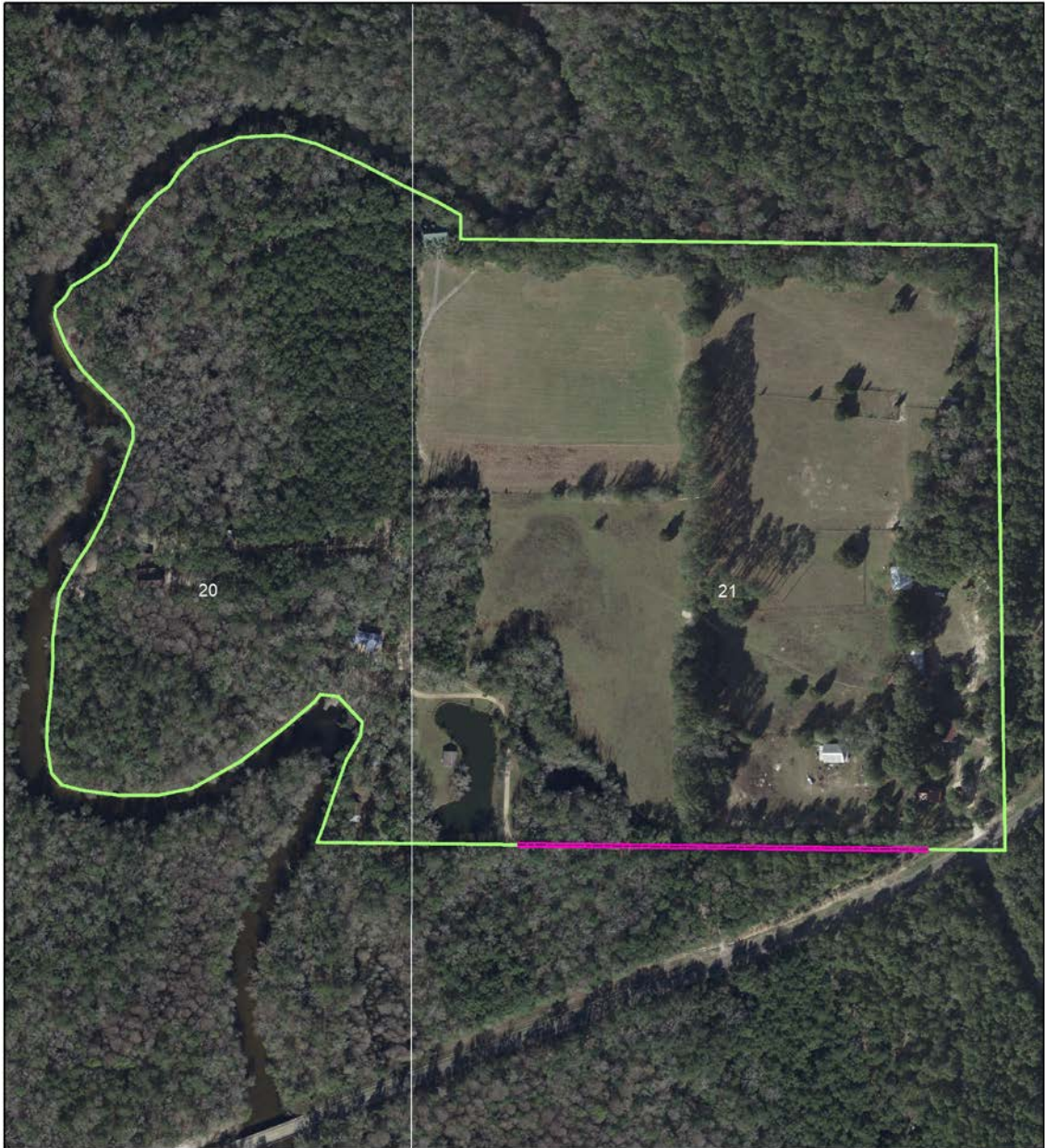
In January 2019, the District was contacted by Ms. Melissa Painter on behalf of her client, David and Dorothy Petersen, requesting an access easement across District land to their property off Highway 388 adjacent to the Econfina Creek WMA in Bay County. District staff asked Ms. Painter if she would reach out to the remaining landowners in the vicinity of the Petersen property, and if possible, allow the District to work with all landowners in this area and grant one easement to all of them. In total, this easement may be granted to five landowners, subject to Governing Board approval, which include Mr. and Mrs. Petersen, V.J. Nowell III, Frankie T. Nowell, Mr. and Ms. Wolff, Shirley Phillips, and Mr. and Mrs. Voward Barnes. At the time of this memo, only one landowner chose not to participate in this request.

Per the District's access easement policy, Ms. Painter, on behalf of the Petersens, has agreed to the District's terms and conditions of the access easement, conducted a survey of the easement footprint (see attached maps) which will be 15 feet wide being 7.50 feet on each side of the centerline and obtained an appraisal of the easement which determines the value of the easement. The easement is only valid as long as the properties are used

for single-family residence. If any other use of the properties occur, the easement will automatically and immediately terminate.



LZ/cb






Sale of Access Easement to Petersen et al  
Econfina Creek Water Management Area  
Section 21, Township 1 South, Range 13 West  
Bay County, Florida



-  Access Easement
-  District Lands

0 0.02 0.04 0.08 Miles



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Asset Management Committee

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

FROM: Lennie Zeiler, Director, Division of Asset Management

DATE: August 7, 2019

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Contract for Sale and Purchase of 38-Acres; Choctawhatchee River WMA

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**Recommendation:**

Staff recommends the Governing Board accept the appraisal prepared by Bell, Griffith and Associates, Inc. and the review appraisal prepared by Carroll Appraisal Company for the 38-Acre surplus tract in Walton County and authorize the Executive Director to execute the following documents: the Contract for Sale and Purchase, Deed of Conveyance to a Private Entity, all closing documents on behalf of the District for the sale of the 38-acre tract for \$42,000, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Purchaser. In addition, staff recommends the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals, and petroleum.

**Background:**

On February 14, 2013, the Governing Board declared the subject property located on the north side of Highway 181-C (see attached maps) in Walton County to be surplus. Since 2013, this tract has been for sale on the District's website.

Staff received a written offer from Mark and Traci Mansfield for \$42,000. With the attached Contract for Sale and Purchase, staff proposes to sell the 38-acre tract. The parcel is an isolated tract located on the north side of Highway 181-C. Disposition of this tract will eliminate an isolated tract surrounded by private landowners.

Staff obtained one appraisal and a review appraisal on this 38-acre surplus tract in Walton County. The appraisal was prepared by Bell, Griffith and Associates, Inc., and the review appraisal was prepared by Carroll Appraisal Company.

Purchase Price. The purchase price for the sale of this tract is \$42,000.



Purchase Price Adjustment. Per the attached contract, in the event the Purchaser elects to have a survey prepared of this tract and the acreage depicted by the survey differs from the District's acreage then the Purchaser and the District agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

Appraisal/Review Appraisal. The District paid for the cost of the appraisal as well as the review appraisal at a combined cost of \$3,200.

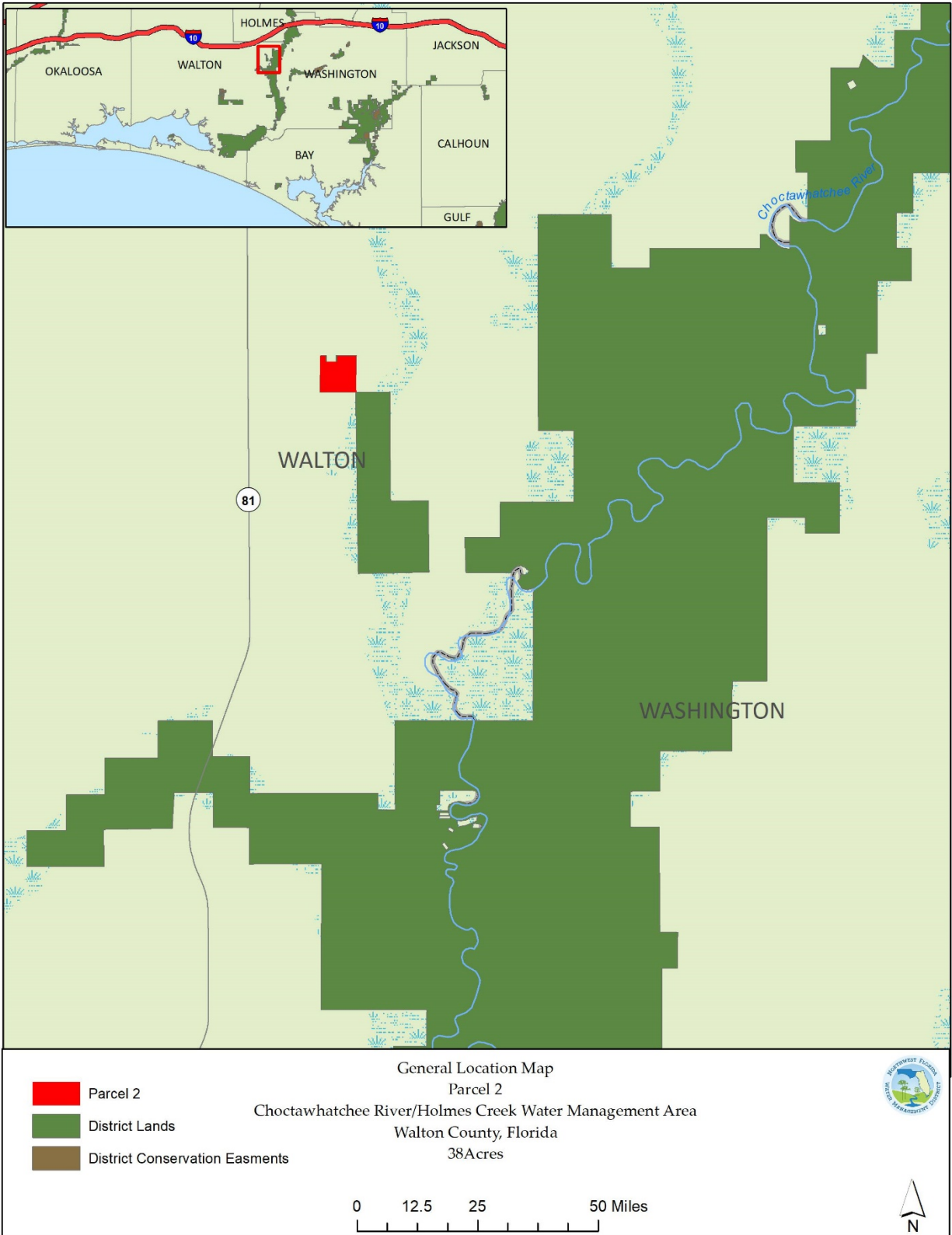
Title Insurance. The District will order and pay for a title exam for this tract to provide to the Purchaser. This commitment will show the District has a marketable title. If the Purchaser desires a title policy on this tract, it will be at the Purchaser's expense.

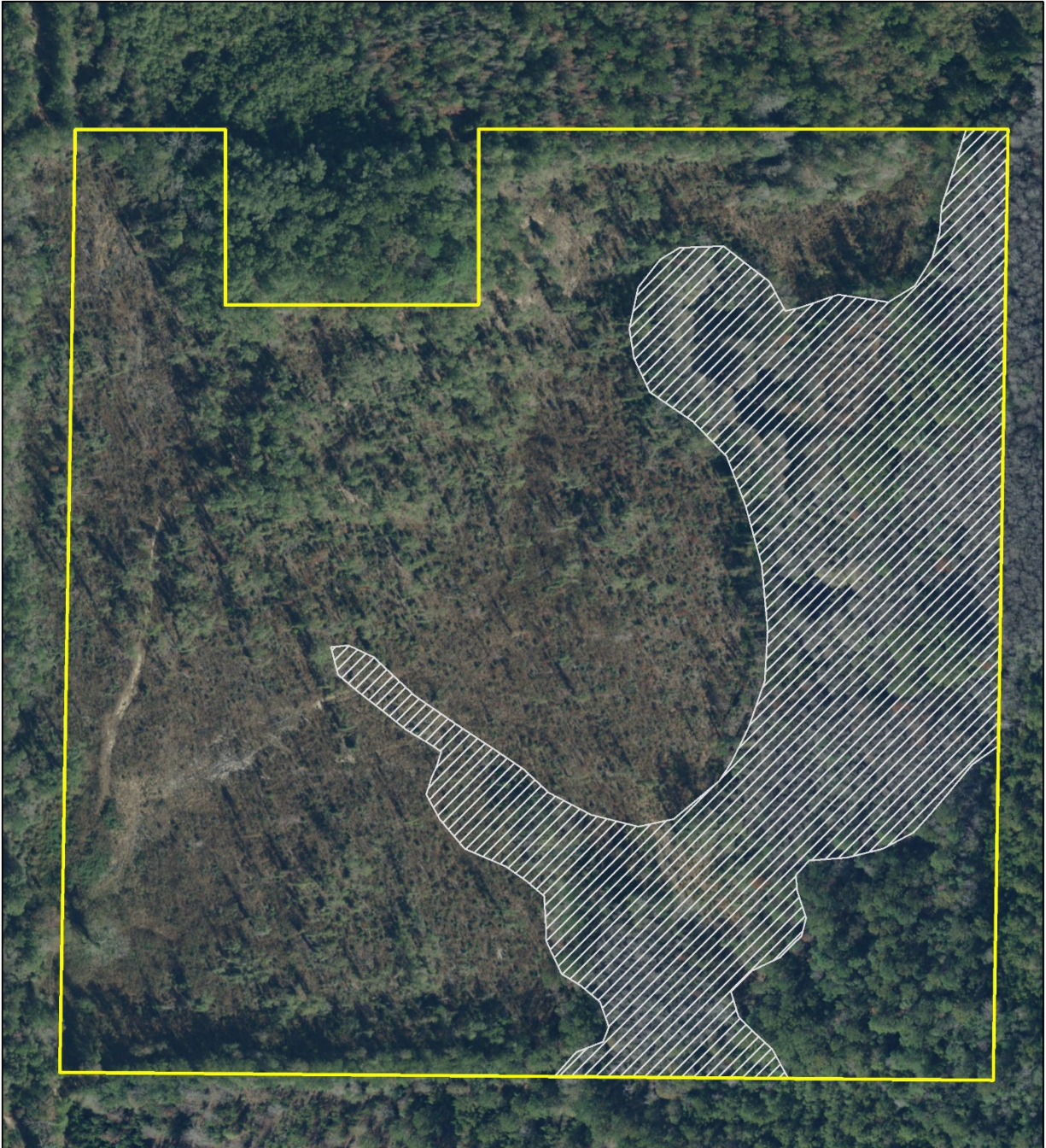
Boundary Map and Acreage Certification. This tract is approximately 38 acres. Per the attached contract, the District will not survey this tract prior to its sale; however, the Purchaser has the option to do so at his expense.

Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before December 31, 2019. The District will be responsible for submitting a Deed of Conveyance to a Private Entity. The Purchaser will pay documentary stamp taxes associated with the conveyance, the cost to record the deed, all of the Purchaser's cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for the tract and all subsequent years, and the Purchaser's attorney's fees.

Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals, and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum. With the sale of this 38-acre surplus tract, staff is recommending the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals, and petroleum, if any. Due to the tract's small size, any potential royalties would be minimal.

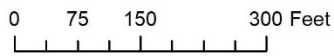
LZ/cb





-  38-Acre Surplus Tract
-  Wetlands (10.5 acres)

38-Acre Surplus Tract  
 Choctawhatchee River Water Management Area  
 Section 15, Township 3 North, Range 17 West  
 Walton County, Florida  
 38 Acres



**CONTRACT FOR SALE AND PURCHASE**  
**(to Private Entity)**

**THIS CONTRACT FOR SALE AND PURCHASE** (“Contract”), is made this \_\_\_\_ day of \_\_\_\_\_, 2019, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**District**”, and **MARK MANSFIELD and TRACI MANSFIELD**, whose address is 271 Botany Blvd., Santa Rosa Beach, Florida 32459, referred to herein as “**Purchaser**”.

1. Purchase and Sale, The Property. **District** agrees to sell and **Purchaser** agrees to purchase the real **Property** more particularly described in Exhibit A hereto, in accordance with the terms and provisions of this Contract.

2. Interest Conveyed. At the closing of the transaction contemplated by this Contract (the “Closing”), **District** will execute and deliver to **Purchaser** a Deed of Conveyance to a Private Entity, pursuant to Section 373.099, Florida Statutes.

3. Purchase Price, Binder. The purchase price for the **Property** (the “Purchase Price”) will be Forty-Two Thousand and no/100 Dollars (\$42,000.00). Upon execution of Contract by **Purchaser**, **Purchaser** shall remit to the Closing Agent a binder deposit in the amount of 10 percent (10%) of the purchase price (the “Binder”).

4. Purchase Price Adjustment. In the event the **Purchaser** elects to have a survey prepared of the subject **Property** and the acreage depicted by the survey differs from the **District’s** acreage then the **Purchaser** and **District** hereby agree to adjust the Purchase Price by multiplying the Acre Price of \$1,105.26 by the acreage shown on the survey.

5. Title Insurance. **District** will order and pay for a title examination and commitment within fifteen (15) days of contract execution by both parties and provide to **Purchaser**; however, in the event **Purchaser** elects to purchase a title insurance policy, the title policy will be at the expense of the **Purchaser**. **Purchaser** shall have the right to object to any matters reflected on the commitment and shall give written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the commitment by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the commitment. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: 1). Accept the **Property** as delineated on the commitment and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or 2). Declare the **District** is in default and seek the remedies allowed for default. **District** 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 mechanics liens, (c) unrecorded rights or claims of persons in possession, (d) unrecorded easements or claims of easements, and (e) the matters arising between the effective

date of the commitment to insure title and the recording of the **District's** deed to **Purchaser**.

6. Survey. **Purchaser** may, at **Purchaser's** expense, obtain a survey of the **Property**. **Purchaser** shall have the right to object to any matters reflected on the survey and shall give written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the survey by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the survey. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: 1). Accept the **Property** as delineated on the survey and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or 2). Declare the **District** is in default and seek the remedies allowed for default.

7. Environmental Matters. **Purchaser** may, at **Purchaser's** expense, order an environmental site assessment on the **Property**. **Purchaser** shall have the right to object to any matters reflected in the environmental site assessment, and shall provide written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the assessment, as well as provide a complete copy of the environmental site assessment and reference the matter to which the objection is made. If the **Purchaser** fails to have an environmental site assessment prepared on the **Property** or fails to provide written notice of any such objection(s), then **Purchaser** shall be considered to have forever waived any such objection(s) to the environmental condition of the **Property** and agrees to accept the **Property** in its current environmental condition. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If **District** notifies **Purchaser** that it elects not to cure any such objection before the Closing Date, then **Purchaser** will have the option either to (a) terminate this Contract 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.

8. Closing, Documents. The Closing will take place on or before December 31, 2019, at the offices of Pennington, P.A., 215 South Monroe Street, Tallahassee, Florida 32301 (the "Closing Agent"), at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Contract have been met, even if earlier than December 31, 2019. The closing date may be extended by notice from **Purchaser** for objections to title, survey, environmental site assessment, or any other documents required to be provided or completed and executed by **District**.

**District** will be responsible for submitting a Deed of Conveyance to a Private Entity. The cost of document preparation shall be borne by **Purchaser**.

9. Expenses, Taxes and Assessments. **Purchaser** will pay documentary revenue stamp taxes associated with the conveyance of the **Property**, the cost to record the deed of

conveyance, all of **Purchaser's** cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for Walton County on the **Property** in the current and all subsequent years, and **Purchaser's** attorney's fees. **District** will pay for its own attorney's fees.

10. Due Diligence Investigation: The **Purchaser** shall have until no later than fifteen (15) days after contract execution within which to conduct all due diligence investigations that **Purchaser** may deem appropriate to determine that the **Property** is suitable for **Purchaser's** purposes. If the **Purchaser** gives the **District** and the Closing Agent written notice, within the above time frame, that in the **Purchaser's** sole judgment the **Property** is not suitable for the **Purchaser's** purposes, for any or no reason, the **Purchaser** shall have the right to cancel and terminate this Contract and be released from any further obligations hereunder. Upon receiving such timely, written notice, the Closing Agent, shall distribute the Binder by paying the Binder to the **Purchaser**.

11. Inspection, Possession. **District** agrees that after the date of this Contract, **Purchaser** shall have the right, upon reasonable prior notice to **District**, to enter the **Property** for all lawful purposes permitted under this Contract. **Purchaser** shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the **District** for the same. This right will end upon termination of this Contract.

12. Remedies for Default. Notwithstanding anything else herein to the contrary, the parties; sole and exclusive remedies for default of any of the terms of this Contract shall be as follows:

a. For a default raised prior to the closing of this transaction:

1. Should the **District** default on any terms of this Contract, then the **Purchaser** shall be entitled to either: a). specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or b). cancel this Contract and receive a refund of the Binder, in which event both parties shall be relieved of all further obligations to the other.

2. Should the **Purchaser** default on any terms of this Contract, then the **District** may cancel this Contract and receive the Binder (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

b. For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the Buyer shall have no remedy against the **District**. The **Purchaser's** remedies shall be limited to those remedies it may have against 1). the title insurance company issuing the title commitment and the resulting title insurance policy, 2). the surveyor who prepared the survey, and 3). the entity who prepared the **Purchaser's** environmental site assessment, if any.

13. Assignment. This Contract may be assigned by **Purchaser** provided that neither the **Purchaser** nor the Binder is thereby released. **Purchaser** may not assign this Contract without prior written consent of the **District**.

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

Whenever used in this Contract 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 Contract.

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

17. Waiver. Any failure by the **District** to insist upon strict performance of any provision, covenant or condition of the Contract by the other party hereto, or to exercise any right contained in this Contract, 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 Contract, and any modification or amendment thereof, will be effective upon execution by the **District's** Governing Board.

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

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 Contract:

**DISTRICT:** Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712  
Attn: Division of Asset Management

**PURCHASER:** Mark Mansfield and Traci Mansfield  
271 Botany Boulevard  
Santa Rosa Beach, FL 32459

**District's** representative in matters relating to this Contract will be the Division of Asset Management, a Division of the **District**. 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. Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

22. Casualty Loss. In the event any portion of the timber or improvements located on the **Property**, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the Closing Date, to an extent greater than One Thousand and No/100 (\$1,000) Dollars in value, then the **Purchaser** shall have the option of either: 1). Accepting the condition of the **Property** and closing this transaction according to the terms of this Contract, or 2). Declaring the **District** in default and seeking the remedies allowed for default hereunder.

23. Personal Property: Neither this Contract nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the **Property**.

24. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

25. Escrow: The Closing Agent is authorized by the **District** and the **Purchaser** to receive the Binder and deposit the same into its trust account and hold the Binder in such trust account and disburse the Binder (subject to the clearance of funds) from its trust account in accordance with the terms of this Contract or pursuant to written instructions executed by both the **District** and the **Purchaser**. At closing, the Closing Agent shall remit the Binder to the **District** and the **Purchaser** shall receive a credit against the Purchase Price in the amount of the Binder.

In the event that the Closing Agent receives a written claim of default by either party against the other or fails to receive written consent from both the **Purchaser** and the **District** regarding disposition of the Binder, the Closing Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder and that party not entitled to the Binder, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the Closing Agent shall be deducted from the Binder. The Closing Agent may act in reliance upon any facsimile, writing, instrument or signature that in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

26. Non-Merger Clause. The terms of this Contract shall survive the closing.

27. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Contract and/or any interpleader action concerning the Binder shall be the Circuit Court or the County Court in and for Leon County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.



28. Waiver of Jury Trial. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

29. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the **District's** sovereign immunity and/or the protections given the **District** under Section 768.28, Florida Statutes.

30. No Third Party Beneficiaries. The provisions of this Contract are for the sole and exclusive benefit of the **District** and the **Purchaser**. No provision of this Contract will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this Contract.

31. Incorporation of Relevant Provisions of Law. The parties understand that, compliance with the relevant provisions of law governing the **District's** authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the **District's** obligations hereunder. Should the **District** fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

32. Amendment, Revocation or Abandonment of This Contract. This Contract may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this Contract.

33. Interest in Certain Minerals: Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the **Property's** phosphate, minerals, metals and petroleum may be reserved to the **District**. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum. The **District** has chosen and hereby chooses not to reserve the interest in the **Property's** phosphate, minerals, metals and petroleum which would otherwise be reserved to the **District** by the operation of Section 270.11, Florida Statutes, if any.

34. Contract not to be Construed Against Either Party. This Contract is the product of negotiation between the parties, thus the terms of this Contract shall not be construed against either party as the drafter.

35. Condition of Property. Except for the representations expressly set forth in this Contract, the **District** is selling the **Property** "as is, where is", and the **District** does not make and has not made any representations as to the condition or use of the **Property**. Further the **District** does not and has not authorized anyone else to make any representations as to the condition or use of the **Property**. Specifically, and without limitation by enumeration, no representations have been made concerning:

- a. The condition of title to the **Property**;

- b. The accuracy of the legal description of the **Property** used in the deed of conveyance;
- c. The number of acres contained in the **Property**;
- d. The environmental condition of the **Property**;
- e. The amount and value of the timber on the **Property**, if any;
- f. The fitness of the **Property** for any particular use;
- g. Whether the **Purchaser** will be allowed to use the **Property** in any particular way under the applicable laws, rules and regulations;
- h. The accuracy or completeness of any reports, studies, assessments, appraisals, timber cruises or other information concerning the **Property**, which the **District** may have provided to the **Purchaser**;
- i. **Purchaser** has approved an appraisal review as to such appraisal;

As between the **District** and the **Purchaser**, all risk that any of the above matters may not be as expected by the **Purchaser**, is on the **Purchaser**.

36. Required Statutory Notices. The following notices are given as required by law:

**Coastal Erosion Notice.** The property being purchased may be subject to coastal erosion and to Federal, State or Local Regulations that govern coastal property, including the delineation of the Coastal Construction Control Line, rigid coastal protection Structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

**Property Tax Disclosure Summary.** Buyer should not rely on the Sellers current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

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

**Lead Based Paint Hazard.** Every Purchaser of any interest in real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead form lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning may product permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with information on lead based paint hazards from risk assessments or inspections in the Seller’s possession and notify the Purchaser of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

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

38. **Miscellaneous.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

39. **Contract Contingent on Governing Board Approval.** Notwithstanding anything else herein to the contrary, this Contract shall not be binding on any party and shall have no effect unless and until this Contract is fully executed and approved by written resolution of the Governing Board of the **District**.

**The District may terminate this Contract at any time prior to Closing.**

**THIS CONTRACT** is hereby executed and entered into by **Purchaser** and **District**, as of the effective date:

**PURCHASER:**

**DISTRICT:**

**NORTHWEST FLORIDA  
WATER MANAGEMENT  
DISTRICT**

\_\_\_\_\_  
**Mark Mansfield**

By: \_\_\_\_\_  
Brett J. Cyphers  
Its Executive Director

\_\_\_\_\_  
**Traci Mansfield**

**EXHIBIT A**

Legal Description

A parcel of land located in Section 15, Township 3 North, Range 17 West more particularly described as follows:

The NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  less and except the following described parcel: Beginning on the E line of Geneva Mill Company's railroad where the railroad crosses the N line of the NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  , run thence E 140 yards, thence S 70 yards, thence W 140 yards to the E line of the railroad, thence run Northwesterly 70 yards to the Point of Beginning.

**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 1, 2019

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

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**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 prepare a purchase order, subject to approval of the Fiscal Year 2019-2020 budget.

**Background:**

The District has utilized F4 Tech’s SilvAssist timber cruising software for more than 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 these services during Fiscal Year 2019-2020, F4 Tech presented the District with a proposal for \$30,695 which is summarized below.

<b>Task</b>	<b>Description</b>
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.
Annual 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	This will be used, per written District request, for implementation of technology enhancements to the SilvAssist Suite. One example is assistance with scripting of data backup to District servers.

LZ/sm

**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: July 12, 2019

SUBJECT: Consideration of Request for Authorization to Declare and Dispose of Surplus Property

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**Recommendation:**

Staff recommends the Governing Board approve to declare the property items listed below as surplus, authorize staff to dispose of the items in accordance with established procedures, and remove them from the District’s property records.

**Background:**

As inventory wears out, breaks, becomes obsolete, or has no further value to the District, staff determines whether it is fiscally prudent to spend funds to place the items back in service or dispose of them. The items listed in the table are at the end of their serviceable life and replacement equipment has been purchased and placed into service. The equipment is fully depreciated, well-used, is estimated to have minimal resale value and no longer serves a district purpose.

<b>ID#</b>	<b>Serial Number</b>	<b>Year/Make/Model</b>	<b>Mileage</b>	<b>Estimated Value</b>
2188	5SAAR41A797104310	2009-Suzuki King Quad 4 x 4 ATV w/wench		\$500.00
00379	2BVEKCH176V001417	2005-Bombardier Outlander 4 x 4 ATV w/wench		\$500.00
2204	1FTYY95BXSVA49836	1995 F-9000 Aeromax Transport Vehicle WMD-0034	259,864	\$42,217.67
2550	1FTEX1EW1AFC11503	2010 Ford F150, WMD-2440	222,026	\$20,565.00

LZ/ks

**Northwest Florida Water Management District  
Governing Board Meeting Minutes**

***Thursday, July 25, 2019  
81 Water Management Drive  
Havana, Florida 32333***

1. Opening Ceremonies

Called to order at 1:03 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; Ted Everett; Bo Spring

Absent: Jerry Pate, Vice Chair; Nick Patronis

2. Special Thanks and Recognition

The Nature Conservancy, Florida Chapter, winner of the Partner of the Year Award.

MOTIONED BY TED EVERETT, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 853 AWARDING THE NATURE CONSERVANCY, FLORIDA CHAPTER AS THE 2019 WINNER OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT'S PARTNER OF THE YEAR AWARD. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

3. Changes to the Agenda

None.

4. Approval of the Minutes for June 27, 2019

MOTIONED BY BO SPRING, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR JUNE 27, 2019. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of May 2019

MOTIONED BY JOHN ALTER, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF MAY 2019. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Amendments No. 14, 15, and Modification to No. 1 - EOG# O-0067 to the Fiscal Year 2018-2019 Budget

MOTIONED BY GUS ANDREWS, SECONDED BY JON COSTELLO, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 852 AMENDING THE FISCAL YEAR 2018-2019 BUDGET AND ALLOW STAFF TO REALIGN

REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Extension to Agreement 17-032; Choctawhatchee River 2017 Devils Swamp Thinning Timber Sale

MOTIONED BY BO SPRING, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD AUTHORIZE A 180-DAY EXTENSION OF AGREEMENT 17-032. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of ITB 19B-006; 2019 Site Prep Herbicide Treatment

MOTIONED BY JOHN ALTER, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR THE 2019 SITE PREP HERBICIDE TREATMENT PROJECT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE ORDER WITH BACK FORTY SOLUTIONS, IN THE AMOUNT OF \$65,299.44 TO FACILITATE THIS WORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of ITB 19B-007; Roof Replacement and Replacing Ceiling Tiles and Insulation on the Headquarters Office Building/Annex

MOTIONED BY JON COSTELLO, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR ITB 19B-007 ROOF REPLACEMENT AND REPLACING CEILING TILES AND INSULATION ON THE HEADQUARTERS OFFICE BUILDING/ANNEX AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT OR PURCHASE ORDER WITH THE LOW RESPONSIVE BIDDER. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of Fiscal Year 2019-2020 Information Technology Purchases

MOTIONED BY JON COSTELLO, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FOLLOWING PROCUREMENTS FOR FISCAL YEAR 2019-2020, CONTINGENT UPON APPROVAL OF THE DISTRICT'S FISCAL YEAR 2019-2020 BUDGET:

- DEPARTMENT OF MANAGEMENT SERVICES (DMS) COMPETITIVELY PROCURED PURCHASE OF INTERNET ACCESS, TELEPHONY CIRCUITS, AND SECURITY SERVICES FOR DISTRICT HEADQUARTERS, FIELD OFFICES, AND CONNECTIONS TO PARTNER WATER MANAGEMENT DISTRICTS FOR DMS IN THE AMOUNT NOT TO EXCEED \$90,000.
- SOLE SOURCE PURCHASE OF ANNUAL SUPPORT AND LICENSING FOR MUNIS (ACCOUNTING SOFTWARE FROM TYLER TECHNOLOGIES) IN AN AMOUNT NOT TO EXCEED \$100,000.
- SOLE SOURCE PURCHASE OF GEOGRAPHIC INFORMATION SYSTEMS (GIS) ARC GIS AND ARC ONLINE LICENSING, TRAINING, SUPPORT, AND CONSULTING FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) IN AN AMOUNT NOT TO EXCEED \$200,000.
- STATE OF FLORIDA CONTRACT PURCHASE OF MICROSOFT LICENSING FOR MICROSOFT SERVER AND WORKSTATION OPERATING SYSTEMS AND SOFTWARE, SQL DATABASE SERVER, SHAREPOINT SERVER, OFFICE 365 TO MICROSOFT THROUGH AN APPROVED PARTNER IN AN AMOUNT NOT TO EXCEED \$150,000. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.



11. Legal Counsel Report

No pending cases in which the District is a party.

12. Hurricane Michael Recovery Update

Informational purposes only. Public comment was given.

Meeting was adjourned at 1:43 p.m.

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**Chair**

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August 22, 2019

**Date**

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**Executive Director**

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**Agency Clerk**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending June 30, 2019

Balance Forward - Operating Funds	\$45,243,947.47	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$382,087.10	
Contracts Receivable	774,573.32	
Other Deposits/Refunds/Adjustments	18,614.93	
Transfers from Lands Accounts	0.00	
Total Deposits during month	1,175,275.35	
Total Deposits and Balance Forward		\$ 46,419,222.82
Disbursements:		
Employee Salaries	418,925.39	
Employee Benefits	211,156.99	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	223,060.86	
Operating Expenses - Services	178,530.84	
Operating Expenses - Commodities	49,168.70	
Operating Capital Outlay	7,753.00	
Grants and Aids	295,735.51	
Total Operating Expenses during month	1,384,331.29	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	14,645.43	
Total Funds Disbursed by check during month	1,398,976.72	
Bank Debits (Fees, Deposit Slips, etc.)	2.64	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,398,979.36
Cash Balance Operating Funds at month end		\$ 45,020,243.46
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking	1,018,184.87	
Payroll Account	6,869.62	
Investment Accounts @ 2.55%		
General Fund	21,084,079.05	
Lands Fee Fund	6,567,093.39	
SWIM Fund	104,665.95	
Springs Protection	57.15	
Mitigation Fund	16,239,043.18	
Total Operating Depositories at month end	\$ 45,020,243.46	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending June 30, 2019

Land Acquisition Funds @ 2.55%	\$	294,582.70	
Total Land Acquisition Funds			294,582.70
Restricted Management Funds:			
Phipps Land Mgmt @ 2.55%		63,244.66	
Total Land Acquisition Funds			
Fla. Board of Administraton Cypress Springs R&M Account @ 2.55%		825,191.06	
Total Restricted Land Management Funds			<u>888,435.72</u>
Total Land Acquisition, and Restricted Management Funds			<u>1,183,018.42</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 1,183,018.42</u></u>

Approved: \_\_\_\_\_  
 Chairman or Executive Director

Date: August 22, 2019

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending June 30, 2019**  
**(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 6/30/2019</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,433,483	\$ 3,348,572	\$ (84,911)	98%
Intergovernmental Revenues	56,084,820	12,977,698	(43,107,122)	23%
Interest on Invested Funds	144,939	798,217	653,278	551%
License and Permit Fees	396,438	349,080	(47,358)	88%
Other	5,250,501	579,598	(4,670,903)	11%
Fund Balance	28,021,745		(28,021,745)	0%
<b>Total Sources</b>	<b>\$ 93,331,926</b>	<b>\$ 18,053,165</b>	<b>\$ (75,278,761)</b>	<b>19%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances<sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated<sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 6,725,131	\$ 2,425,133	\$ 139,842	\$ 4,160,155	36%	38%
Acquisition, Restoration and Public Works	53,757,714	6,451,035	62,133	47,244,547	12%	12%
Operation and Maintenance of Lands and Works	4,934,424	2,172,033	575,969	2,186,422	44%	56%
Regulation	3,855,871	2,227,243	61,899	1,566,729	58%	59%
Outreach	133,959	91,478	1,086	41,396	68%	69%
Management and Administration	1,977,637	1,338,086	24,594	614,957	68%	69%
<b>Total Uses</b>	<b>\$ 71,384,736</b>	<b>\$ 14,705,008</b>	<b>\$ 865,523</b>	<b>\$ 55,814,205</b>	<b>21%</b>	<b>22%</b>
Reserves	21,947,190			21,947,190	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 93,331,926</b>	<b>\$ 14,705,008</b>	<b>\$ 865,523</b>	<b>\$ 77,761,395</b>	<b>16%</b>	<b>17%</b>

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

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

This unaudited financial statement is prepared as of June 30, 2019, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

JUNE 2019

CHECKS	6/6/2019	\$	356,648.06
AP EFT CHECKS	6/7/2019		19,898.07
DIRECT DISBURSEMENT	6/7/2019		50.00
CHECKS	6/13/2019		73,361.35
AP EFT CHECKS	6/14/2019		5,255.62
DIRECT DISBURESMENT	6/14/2019		110.00
CHECKS	6/20/2019		219,333.02
AP EFT CHECKS	6/21/2019		5,818.43
DIRECT DISBUREMENT	6/21/2019		100.00
CHECKS	6/27/2019		227,604.02
AP EFT CHECKS	6/27/2019		1,702.15
RETIREMENT			55,027.01
		\$	<u>\$964,907.73</u>

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Chairman or Executive Director

August 22, 2019

Date

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
96	APALACHICOLA/CARRABELLE TIMES	06/06/2019	99.80	NOTICE OF INTENT TO ADOPT
4662	AUTO CLINIC OF MARIANNA, INC	06/06/2019	588.49	REPAIR VEHICLE WMD96200-EFO
767	CALHOUN COUNTY TAX COLLECTOR	06/06/2019	5,828.71	PAYMENTS IN LIEU OF TAXES
5428	CARDNO, INC	06/06/2019	30,100.09	AS NEEDED ECOLOGICAL, HYROLOGI
735	CARLTON APPRAISAL COMPANY	06/06/2019	7,396.00	APPRAISAL OF GAINER SPRINGS PR
735	CARLTON APPRAISAL COMPANY	06/06/2019	1,888.00	APPRAISAL OF WALLACE TRACT
735	CARLTON APPRAISAL COMPANY	06/06/2019	175.00	LETTER FOR REVIEW OF SURVEY AN
4686	MCCASKILL - QUIGLEY FORD, INC	06/06/2019	591.43	REPAIR FOR WMD 2434 PROPERTY
5495	ESCAMBIA RIVER ELECTRIC COOPERATIVE, INC	06/06/2019	2,967.93	INTERCONNECTION OF WALNUT HILL
4807	WEX BANK	06/06/2019	7,628.35	FUEL
4807	WEX BANK	06/06/2019	1,075.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	06/06/2019	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	06/06/2019	50.00	WEX TELEMATICS FLEET MANAGEMEN
2702	FISH AND WILDLIFE	06/06/2019	2,102.36	LAW ENFORCEMENT-CONTRACT NO. 1
839	FORESTRY SUPPLIERS, INC.	06/06/2019	36.03	2010 VERSION 32" SAW CHAPS
391	GADSDEN COUNTY TAX COLLECTOR	06/06/2019	119.55	TAG & TITLE REGISTRATION FOR 2
3282	W.W. GRAINGER, INC.	06/06/2019	149.50	CONTROL SWITCH FOR PUMP FLOAT
916	GULF POWER COMPANY	06/06/2019	333.31	ELECTRIC- DEFUNIAK FIELD OFFICE
5474	HATCHER PUBLISHING INC	06/06/2019	16.10	NOTICE OF INTENT TO ADOPT
247	HOLMES COUNTY TAX COLLECTOR	06/06/2019	1,997.13	PAYMENT IN LIEU OF TAXES
3193	INSURANCE INFORMATION EXCHANGE	06/06/2019	203.15	BACKGROUND SCREENING
3179	JACKSON COUNTY TAX COLLECTOR	06/06/2019	9,281.89	PAYMEMTS IN LIEU OF TAXES
5120	JOHNSON'S AUTO REPAIR, INC.	06/06/2019	573.22	REPAIR VEHICLE-WMD96204, POOL
4823	LEON COUNTY CLERK OF COURT	06/06/2019	78.00	FILING FEE TO RECORD EASEMENT
387	LIBERTY CO. TAX COLLECTOR	06/06/2019	7,533.05	PAYMENT IN LIEU OF TAXES
3266	LOWE'S COMPANIES INC.	06/06/2019	97.53	STRIPING PAINT FOR HQ PARKING
63	NORTHWEST FLORIDA DAILY NEWS	06/06/2019	133.83	NOTICE OF INTENT TO ADOPT
64	PANAMA CITY NEWS HERALD	06/06/2019	83.12	NOTICE OF INTENT TO ADOPT
4892	JEFFERY CLAUDE PITTMAN	06/06/2019	46,350.00	AG BMP COST SHARE AGREEMENT
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	157.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	238.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	157.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	157.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	238.50	PORTABLE TOILET SERVICES - CON

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

4081	POT-O-GOLD RENTALS, LLC	06/06/2019	238.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	315.00	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	400.50	PORTABLE TOILET SERVICES - CON
4081	POT-O-GOLD RENTALS, LLC	06/06/2019	157.50	PORTABLE TOILET SERVICES - CON
4251	SANTA ROSA COUNTY	06/06/2019	75,000.00	INDIAN BAYOU WATER QUALITY IMP
5659	SOUTHERN CATTLE COMPANY	06/06/2019	1,000.00	WUP REFUND OF FEES - PATRICK I
5218	WAGeworks, INC.	06/06/2019	158.10	FLEXIBLE SPENDING ACCOUNT ADMI
424	WALTON COUNTY TAX COLLECTOR	06/06/2019	19,370.92	PAYMENT IN LIEU OF TAXES
3180	WASHINGTON COUNTY TAX COLLECTOR	06/06/2019	41,615.07	PILT FOR 2018
5015	WESTON TRAWICK, INC.	06/06/2019	581.40	REPAIR ELECTRICAL EQUIPMENT -L
3790	WILDLANDS SERVICE, INC.	06/06/2019	89,180.00	PRESCRIBED BURNING AND VEGETAT
4774	JOHN T WILLIAMSON	06/06/2019	180.00	JANITORIAL SERVICES FOR MILTON
	<b>TOTAL CHECKS</b>		<b><u>356,648.06</u></b>	
3293	ANGUS G. ANDREWS, JR.	06/07/2019	4,364.08	DEFUNIAK SPRINGS LEASE
3942	A & W VENTURES, L.C.	06/07/2019	156.34	PORTABLE TOILET FOR PHIPPS PAR
5368	KOUNTRY RENTAL NWF, INC.	06/07/2019	5,897.65	PORTABLE & COMPOSTTOILET SERVI
3813	PENNINGTON, P.A.	06/07/2019	6,980.00	LEGAL COUNSEL
4270	VIEUX & ASSOCIATES, INC.	06/07/2019	2,500.00	GAUGE ADJUSTED RADAR RAINFALL
	<b>TOTAL ACH TRANSFER</b>		<b><u>19,898.07</u></b>	
5556	REFUND OPAY	06/07/2019	50.00	WELLS REFUND P#287078-3 MARTIN
	<b>TOTAL DIRECT DISBURSEMENT</b>		<b><u>50.00</u></b>	
	<b>TOTAL AP</b>		<b><u>376,596.13</u></b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	06/13/2019	3,811.00	AS NEEDED HYDROLOGICAL AND ECO
2967	BANK OF AMERICA	06/13/2019	55.36	REG SUNPASS
2967	BANK OF AMERICA	06/13/2019	139.99	STANDING DESK-AMAZON
2967	BANK OF AMERICA	06/13/2019	239.88	ADOBE CREATIVE CLOUD SUITE FOR
2967	BANK OF AMERICA	06/13/2019	599.88	ADOBE CREATIVE CLOUD SUITE FOR
2967	BANK OF AMERICA	06/13/2019	119.99	DESK RISER-OFC FURNITURE
2967	BANK OF AMERICA	06/13/2019	1,395.08	FIELD SUPPLIES AND PARTS
2967	BANK OF AMERICA	06/13/2019	14.98	REG SUPPLIES-AMAZON
2967	BANK OF AMERICA	06/13/2019	6,244.62	P CARD PURCHASES
2967	BANK OF AMERICA	06/13/2019	843.73	FIELD SUPPLIES
5499	BCC WASTE SOLUTIONS, LLC	06/13/2019	224.00	DUMPSTER FOR ECONFINA OFFICE A
5131	CITY OF DEFUNIAK SPRINGS	06/13/2019	325.00	WATER DEPOSIT & HOOK-UP FOR DE
3424	DURRA-QUICK-PRINT INC.	06/13/2019	15.00	BUSINESS CARDS
4748	EAST MILTON WATER SYSTEM	06/13/2019	10.00	WATER- MILTON FIELD OFFICE
4045	ECONFINA CREEK CANOE LIVERY, LLC	06/13/2019	869.16	LEGISLATIVE PADDLING TOUR
4855	ENVIRON SERVICES INCORPORATED	06/13/2019	2,583.34	JANITORIAL SERVICES, HEADQUART
5657	FRANK FIELDS	06/13/2019	75.00	SECURITY DETAIL FOR MAY 23, 20
2701	FLORIDA MUNICIPAL INSURANCE TRUST	06/13/2019	23,127.74	4TH INSTALLMENT FY 18-19
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/13/2019	22.26	FAR AD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	06/13/2019	42.42	FAR AD FOR MAY 23, 2019 GB MEE
5410	GUARDIAN AUTOMOTIVE	06/13/2019	83.30	WMD96202-REPAIR-AC
916	GULF POWER COMPANY	06/13/2019	474.30	ELECTRIC-MILTON FIELD OFFICE
2941	HACH COMPANY	06/13/2019	530.23	SAMPLING SUPPLIES
5120	JOHNSON'S AUTO REPAIR, INC.	06/13/2019	631.52	VEHICLE REPAIR - WMD0020, LAB
5120	JOHNSON'S AUTO REPAIR, INC.	06/13/2019	456.66	VEHICLE REPAIR - WMD96205, PO
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	179.38	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	300.83	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	336.82	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	452.69	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	272.22	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	111.44	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	138.09	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	256.98	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/13/2019	255.20	COPIER LEASE RENEWALS



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

5159	L & R TRACTOR INC.	06/13/2019	4,975.00	HAZARDOUS TREE WORK - PINE RID
5159	L & R TRACTOR INC.	06/13/2019	600.00	TRANSPORT OF CAT DOZER
3266	LOWE'S COMPANIES INC.	06/13/2019	17.50	PVC PIPE 1/2 INCH
5146	MICHAEL CORRIE MANNION	06/13/2019	5,328.40	STAFF AUGMENTATION FOR CUSTOM
1205	OFFICE DEPOT, INC.	06/13/2019	33.75	OFFICE SUPPLIES
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	06/13/2019	75.00	DEFUNIAK ALARM
5435	QUANTUM SPATIAL, INC.	06/13/2019	7,161.00	PARCEL DATA ACQUISITION
5661	ROBERTS FAMILY LLC	06/13/2019	100.00	287322 REFUND EPERMIT DISCOUNT
5651	SGS TECHNOLOGIE, LLC	06/13/2019	373.33	HOSTINA AND MAINTAINING DISTRI
4091	THE SHOE BOX	06/13/2019	150.00	SNAKE BOOTS FOR MIKE MCDANIEL
4577	SOUTHERN TIRE MART, LLC	06/13/2019	454.50	WMD 96209 TRAILER TIRES
519	SOUTHSIDE MOWER & MAGNETO RPR., INC	06/13/2019	212.06	REPAIR PARKINGLOT BLOWER-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/13/2019	89.29	SECURITY LIGHTS- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/13/2019	262.04	WATER/SEWER- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	06/13/2019	3,857.55	ELECTRIC- HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	06/13/2019	3,526.90	RECREATION SITE CLEANUP-CONTRA
4557	VERIZON WIRELESS	06/13/2019	906.94	JETPACK AND AIRCARDS
<b>TOTAL CHECKS</b>			<b><u>73,361.35</u></b>	
3293	ANGUS G. ANDREWS, JR.	06/14/2019	1,095.21	REIMBURSEMENT FOR DEFUNIAK WAT
4944	BRETT CYPHERS	06/14/2019	94.34	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	06/14/2019	108.14	TRAVEL REIMBURSEMENT
4944	BRETT CYPHERS	06/14/2019	204.26	TRAVEL REIMBURSEMENT
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	06/14/2019	3,546.17	4TH QTR FY 18-19
5368	KOUNTRY RENTAL NWF, INC.	06/14/2019	207.50	CLEANING OF ECONFINA OFFICE AN
<b>TOTAL ACH TRANSFER</b>			<b><u>5,255.62</u></b>	
5556	REFUND OPAY	06/14/2019	100.00	P287354 MARK SINER REFUND EPER
5556	REFUND OPAY	06/14/2019	10.00	P# 287273 REFUND TO MICHAEL CO
<b>TOTAL DIRECT DISBURSEMENT</b>			<b><u>110.00</u></b>	
<b>TOTAL AP</b>			<b><u><u>78,726.97</u></u></b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
2905	ALTHA FARMERS COOPERATIVE	06/20/2019	2,482.00	PIPE GATES
2197	A J TROPHIES & AWARDS INC	06/20/2019	113.90	PROMOTIONAL ITEMS
3113	RAY GLASS' BATTERIES, INC.	06/20/2019	519.98	PITT SPRINGS COMPOSTING TOILET
2507	CALHOUN LIBERTY JOURNAL	06/20/2019	86.25	NOTICE OF INTENT TO ADOPT
4686	MCCASKILL - QUIGLEY FORD, INC	06/20/2019	40.01	OIL CHANGE FOR VEHICLE 2439
771	CITY OF MARIANNA	06/20/2019	140,349.17	CHIPOLA RIVER PROTECTION AND S
4676	CITY OF MILTON FLORIDA	06/20/2019	19.36	SEWER- MILTON FIELD OFFICE
4676	CITY OF MILTON FLORIDA	06/20/2019	66.34	DUMPSTER SERVICE
3289	CITY OF TALLAHASSEE	06/20/2019	39.86	LAKESHORE
3380	CLIVUS MULTRUM, INC.	06/20/2019	874.00	PITT SPRING RR COMPOSTING UNIT
97	THE DEFUNIAK HERALD	06/20/2019	37.13	WATER USE PERMIT LEGAL AD
4273	ROBERT T. MIXON	06/20/2019	199.95	THOROGOOD 8" LEATHER WORK BOOT
2702	FISH AND WILDLIFE	06/20/2019	6,603.01	LAW ENFORCEMENT-CONTRACT NO. 1
5566	JAMIE ALLEN GREEN	06/20/2019	10,125.00	AG BMP COST SHARE
2291	GULF COAST ELECTRIC COOPERATIVE,INC	06/20/2019	454.92	ELECTRIC- ECONFINA FIELD OFFICE
61	JACKSON COUNTY FLORIDAN	06/20/2019	64.60	NOTICE OF INTENT TO ADOPT
61	JACKSON COUNTY FLORIDAN	06/20/2019	78.25	WATER USE PERMIT LEGAL AD
1695	JAMES MOORE & COMPANY	06/20/2019	6,000.00	INDEPENDENT AUDITOR SERVICES
5120	JOHNSON'S AUTO REPAIR, INC.	06/20/2019	70.43	VEH REPAIR, WMD96203, LAB
5120	JOHNSON'S AUTO REPAIR, INC.	06/20/2019	580.00	VEH REPAIR - WMD0010 - POOL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/20/2019	876.65	COPIER LEASE RENEWALS
5159	L & R TRACTOR INC.	06/20/2019	2,340.00	ECONFINA CREEK ROAD REPAIRS
4952	LAW, REDD, CRONA & MUNROE, P.A.	06/20/2019	3,409.75	INTERNAL AUDIT
2299	LIBERTY COUNTY SOLID WASTE	06/20/2019	33.92	SOLID WASTE- FL RIVER
3266	LOWE'S COMPANIES INC.	06/20/2019	579.88	FIELD AND OFFICE SUPPLIES
4382	J. MILLER CONSTRUCTION, INC.	06/20/2019	28,498.00	SALTERS LAKE LWC
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	06/20/2019	147.00	LABORATORY TESTING
71	PETTY CASH	06/20/2019	74.00	PETTY CASH
4720	SOUTHWOOD SHARED RESOURCE CENTER	06/20/2019	485.00	OFFSITE DATA STORAGE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/20/2019	124.08	TONER FOR MOBILE PRINTERS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	06/20/2019	231.97	OFFICE SUPPLIES
3696	URS CORPORATION	06/20/2019	751.14	118 RISK MAP PROJECT CHIPOLA W
5218	WAGeworks, INC.	06/20/2019	59.15	COBRA ADMINISTRATION
5218	WAGeworks, INC.	06/20/2019	59.15	COBRA ADMINISTRATION
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	06/20/2019	12,328.00	LAW ENFORCEMENT-CONTRACT NO. 1

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

4626	WASTE PRO OF FLORIDA, INC	06/20/2019	155.67	SOLID WASTE- HQ
5665	DAVID CAMBRON	06/20/2019	375.50	TRAVEL REIMBURSEMENT
	<b>TOTAL CHECKS</b>		<b><u>219,333.02</u></b>	
4944	BRETT CYPHERS	06/21/2019	93.01	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	06/21/2019	4,400.00	SUPPORT AND HOSTING FOR LAND M
4607	MAIL FINANCE INC	06/21/2019	482.00	MAILING SYSTEMS FOR HQ, CRESTV
3340	KAREN KEBART	06/21/2019	82.00	TRAVEL REIMBURSEMENT
5614	ZACHARY J. SELLERS	06/21/2019	761.42	JANITORIAL SERVICE - DEFUNIAK
	<b>TOTAL ACH TRANSFER</b>		<b><u>5,818.43</u></b>	
5556	REFUND OPAY	06/21/2019	100.00	THOMAS ASBURY JR P#287413 EPER
	<b>TOTAL DIRECT DISBURSEMENT</b>		<b><u>100.00</u></b>	
	<b>TOTAL AP</b>		<b><u><u>225,251.45</u></u></b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
95	AT&T	06/27/2019	238.16	PHONES- EFO
2992	BANK OF AMERICA	06/27/2019	336.42	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	06/27/2019	512.56	ACCOUNT ANALYSIS
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	06/27/2019	260.67	REPAIR LIEBERT A-C IN SERVER R
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	06/27/2019	296.19	RETIREE MEDICARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	06/27/2019	51,521.95	EMPLOYEE MEDICAL INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	06/27/2019	2,338.34	RETIREE MEDICAL INSURANCE
1617	CAPITAL HEALTH PLAN	06/27/2019	84,638.50	EMPLOYEE MEDICAL INSURANCE
3538	CITY OF APALACHICOLA	06/27/2019	3,162.16	CONSTRUCTION OF STORMWATER RET
5554	COMCAST	06/27/2019	133.12	INTERNET- MARIANNA FIELD OFFICE
45	DMS	06/27/2019	672.01	DEFUNIAK LOCAL PHONES
45	DMS	06/27/2019	1,420.22	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	06/27/2019	1,327.00	HQ LOCAL PHONES
45	DMS	06/27/2019	153.80	HQ LONG DISTANCE
45	DMS	06/27/2019	69.12	MILTON LOCAL PHONES
45	DMS	06/27/2019	2.34	MILTON LONG DISTANCE
45	DMS	06/27/2019	7,395.31	ETHERNET
45	DMS	06/27/2019	43.40	AUDIO & WEB CONFERENCING
45	DMS	06/27/2019	3.95	WEB SERVER
45	DMS	06/27/2019	22.75	AIR CARDS & HOTSPOTS
45	DMS	06/27/2019	111.14	CRESTVIEW LOCAL PHONES
45	DMS	06/27/2019	1.84	CRESTVIEW LONG DISTANCE
3424	DURRA-QUICK-PRINT INC.	06/27/2019	45.00	BUSINESS CARDS
1292	FISHER SCIENTIFIC	06/27/2019	286.73	CONDUCTIVITY CALIBRATION STAND
4807	WEX BANK	06/27/2019	9,676.96	FUEL
4807	WEX BANK	06/27/2019	1,075.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	06/27/2019	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	06/27/2019	50.00	WEX TELEMATICS FLEET MANAGEMEN
4273	ROBERT T. MIXON	06/27/2019	192.00	CAROLINA LEATHER WORK BOOTS FO
3379	FL. DEPT. OF AGRICULTURE & CONSUMER SERVICES	06/27/2019	17,781.25	MOBILE IRRIGATION LAB
2702	FISH AND WILDLIFE	06/27/2019	3,025.05	LAW ENFORCEMENT-CONTRACT NO. 1
839	FORESTRY SUPPLIERS, INC.	06/27/2019	140.26	2010 VERSION 32" SAW CHAPS
65	GADSDEN COUNTY TIMES	06/27/2019	41.12	WATER USE PERMIT LEGAL AD
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	06/27/2019	865.00	REPAIR FIRE ALARM PANELS
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	06/27/2019	865.00	REPAIR FIRE ALARM PANELS
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	06/27/2019	22.50	MAINTENANCE AND MONITORING ALA

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

3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	06/27/2019	22.50	MAINTENANCE AND MONITORING ALA
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	381.85	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	125.61	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	282.68	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	234.14	NEW COPIER LEASES FOR REG
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	289.32	COPIER LEASE RENEWALS
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	06/27/2019	109.05	COPIER LEASE FOR ECONFINA
2293	LANE'S OUTDOOR EQUIPMENT, INC	06/27/2019	215.76	SUPPLIES FOR MOWERS AND TRIMME
3266	LOWE'S COMPANIES INC.	06/27/2019	297.15	PITT COMPOSTING UNIT REPAIR SU
5409	MARTIN ENVIRONMENTAL SERVICES, INC	06/27/2019	75.00	PORTABLE TOILETS
5660	MILLER & MILLER CHEVROLET	06/27/2019	758.09	VEH REPAIR - WMD96270-ASSET MA
1205	OFFICE DEPOT, INC.	06/27/2019	64.89	OFFICE SUPPLIES
5615	OFFICIAL PAYMENTS CORP	06/27/2019	443.00	ONLINE PERMITTING FEES
423	OKALOOSA CO. TAX COLLECTOR	06/27/2019	4.09	PARCEL REFUND
5434	PRESIDIO NETWORKED SOLUTIONS LLC	06/27/2019	21,600.00	VEEAM BACK AND REPLICATION SOF
4091	THE SHOE BOX	06/27/2019	177.50	UNIFORM SHIRTS FOR KEATON SUBE
4832	SUN LIFE FINANCIAL	06/27/2019	46.90	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	06/27/2019	4,802.90	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	06/27/2019	912.80	AD&D LIFE INSURANCE ACCT 1
4833	SUN LIFE FINANCIAL	06/27/2019	1,383.83	VOL LTD ACCT 3
5666	SYNERGYNDS, INC	06/27/2019	1,080.00	HURRICANE MICHAEL - INS. DEDUC
5666	SYNERGYNDS, INC	06/27/2019	5,463.00	HURRICANE MICHAEL - INS. DEDUC
4038	WINDSTREAM COMMUNICATIONS	06/27/2019	82.14	800 NUMBERS & EFO LONG DISTANCE
<b>TOTAL CHECKS</b>			<b><u>227,604.02</u></b>	
4845	CALHOUN COUNTY SHERIFF'S OFFICE	06/28/2019	882.40	LAW ENFORCEMENT - CONTRACT NO
4944	BRETT CYPHERS	06/28/2019	170.88	TRAVEL REIMBURSEMENT
1095	TYLER MACMILLAN	06/28/2019	90.00	TRAVEL REIMBURSEMENT
3823	KENNETH ANDREW ROACH	06/28/2019	146.00	TRAVEL REIMBURSEMENT
4534	JANET STRUTZEL	06/28/2019	90.00	TRAVEL REIMBURSEMENT
5455	PAUL THURMAN	06/28/2019	322.87	TRAVEL REIMBURSEMENT
<b>TOTAL ACH TRANSFER</b>			<b><u>1,702.15</u></b>	
<b>TOTAL AP</b>			<b><u><u>229,306.17</u></u></b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

JUNE 2019

DIRECT DEPOSIT	6/7/2019	\$	212,398.86
CHECKS	6/7/2019		2,468.50
FLEX SPENDING TRANSFER	TF0050		1,795.99
DIRECT DEPOSIT	6/21/2019		212,516.26
CHECKS	6/21/2019		3,093.39
FLEX SPENDING TRANSFER	TF0052		1,795.99
		\$	<u>434,068.99</u>

APPROVED:

\_\_\_\_\_  
Chairman or Executive Director

\_\_\_\_\_  
August 22, 2019

Date

**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 7, 2019

SUBJECT: Request for Release of Fiscal Year 2019-2020 State Appropriations

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**Recommendation**

Staff recommends the Governing Board adopt Resolution No. 855 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.

**Background**

Resolution No. 855 requests the release of funds from the Department of Environmental Protection that were appropriated from the General Revenue Fund and Land Acquisition Trust Fund in the State of Florida's 2019-2020 General Appropriations Act.

These funds have been included in the District's Fiscal Year 2019-2020 Tentative Budget and provide a total of \$8,632,231. The General Revenue Fund appropriations consist of \$1,851,231 for the environmental resource permitting program and \$3,360,000 for district operations. The Land Acquisition Trust Fund appropriations are comprised of \$1,610,000 for district land management and \$1,811,000 for Minimum Flows and Minimum Water Levels activities.



# Northwest Florida Water Management District

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

Brett J. Cyphers  
*Executive Director*

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

## RESOLUTION NO. 855

### Request for Fiscal Year 2019-2020 Monies for Northwest Florida Water Management District from the General Revenue Fund and Land Acquisition Trust Fund

**WHEREAS**, the Legislature provided funds to the Northwest Florida Water Management District in the Fiscal Year 2019-2020 General Appropriations Act from the General Revenue Fund specific line items No. 1623 for the environmental resource permitting program and No. 1624 for operations of the District, as well as from the Land Acquisition Trust Fund specific line items No. 1628 to support land management and No. 1629 to establish minimum flows and minimum levels (MFLs); and

**WHEREAS**, the monies available to the District in these line items and from the Department of Environmental Protection are included in the District's Fiscal Year 2019-2020 Tentative Budget in the amounts of \$1,851,231 for environmental resource permitting, \$3,360,000 for operations of the District, \$1,610,000 for land management, and \$1,811,000 for MFLs; and

**WHEREAS**, the District understands that the funds provided are available and will invoice the Department of Environmental Protection to obtain these funds in a manner agreed to by the Department; and

**NOW THEREFORE BE IT RESOLVED** that the Governing Board of the Northwest Florida Water Management District hereby requests that the Secretary of the Department of Environmental Protection release from the General Revenue Fund the amount of \$5,211,231 and from the Land Acquisition Trust Fund the amount of \$3,421,000; and

**BE IT FURTHER RESOLVED** that this resolution be transmitted to the Secretary of the Department of Environmental Protection; and

**BE IT FURTHER RESOLVED** that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary-Treasurer or Acting Secretary-Treasurer.

**PASSED AND ADOPTED this 22nd day of August 2019, 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

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN W. ALTER  
Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

JON COSTELLO  
Tallahassee

TED EVERETT  
Chipley

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port St. Joe



**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 7, 2019

SUBJECT: Consideration of Resolution No. 856 Committing Fiscal Year 2018-2019 Fund Balances as Required by GASB Statement No. 54

---

**Recommendation**

Staff recommends the Governing Board adopt Resolution No. 856 to commit fund balances for Fiscal Year 2018-2019 as follows:

- Commit \$540,763 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 \$100,000 from the General Fund balance for the Weems Road Pass Grant;
- Commit \$61,345 from the General Fund balance for the Apalachicola Bay 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.)



# Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712

*(U.S. Highway 90, 10 miles west of Tallahassee)*

Brett J. Cyphers

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

*Executive Director*

## RESOLUTION NO. 856

### Committing Fund Balance Reserves for Fiscal Year Ending September 30, 2019 as Required by GASB 54

**WHEREAS**, the 2018-2019 fiscal year of the Northwest Florida Water Management District extends from October 1, 2018, through September 30, 2019; 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

JOHN W. ALTER  
Secretary-Treasurer  
Malone

GUS ANDREWS  
DeFuniak Springs

JON COSTELLO  
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 2018-2019 as follows:

Commit \$540,763 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 \$100,000 from the General Fund balance for the Weems Road Pass Grant;

Commit \$61,345 from the General Fund balance for the Apalachicola Bay Grant; and

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

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of August 2019, A.D.

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

**ATTEST:**

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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  
Carlos Herd, Director, Division of Resource Management  
Jerrick Saquibal, Chief, Bureau of Hydrology and Engineering

FROM: Linda Chaisson, Hydrologist IV

DATE: August 14, 2019

SUBJECT: Consideration of Proposed Grant Agreement Extension for the Moore Creek Mount Carmel Utilities Water Production Wells Project

---

Recommendation

Staff recommends the Governing Board approve the proposed extension of Moore Creek Mount Carmel Utilities Water Production Wells Project until September 30, 2020.

Discussion

In December 2015, the Governing Board awarded grant funding to Moore Creek Mount Carmel Utilities for the Water Production Wells Project. The grant agreement provides up to \$151,020 for the construction of up to two Floridan aquifer water production wells near the town of Jay in Santa Rosa County, Florida. The Floridan aquifer wells would replace two sand-and-gravel wells contaminated with dieldrin and radium, both of which are harmful to humans, fish and wildlife. In May 2018, Moore Creek Mount Carmel Utilities requested an extension of the agreement until September 30, 2019 due to high bid prices and the need to request an increase in loan funding from DEP.

Test wells in the lower sand and gravel aquifer did not yield sufficient water. Additional test wells installed in the lower sand-and-gravel aquifer provided a viable source of water. While this project is near completion, Moore Creek Mount Carmel Utilities has requested a 12-month extension to complete construction of the production wells. With approval, the grant agreement will remain in effect until September 30, 2020.

## 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  
Jerrick Saquibal, Chief, Bureau of Hydrology and Engineering

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

DATE: August 5, 2019

SUBJECT: Consideration of Amendment to extend the Revenue Contract with the Florida Department of Environmental Protection for Water Resource Monitoring

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#### Recommendation

Staff recommend the Governing Board approve continued participation in the Integrated Water Resources Monitoring program and authorize the Executive Director to execute an amendment to extend the revenue contract 17-070 for the contract period of July 1, 2019 through June 30, 2020. The Florida Department of Environmental Protection will compensate the District up to \$140,411.73 on a fee schedule/cost reimbursement basis.

#### Background

The Florida Department of Environmental Protection (DEP) created the Integrated Water Resources Monitoring program in 1996: a multi-resource, comprehensive, integrated program to monitor surface water and groundwater quality. The District has participated in the program since its inception. The large volume of water quality data produced has supported timely, accurate assessment of the quality of the District's water resources. This data is available to the public through DEP's water quality databases.

This contract consists of two projects for the collection of surface water and groundwater quality data from sites across the District.

- The Water Quality Status Project consists of the annual collection of 85 samples from five resource types: confined aquifers, rivers, large lakes, streams, and unconfined aquifers. A new set of random sample sites are selected for each resource every year.
- The Groundwater Quality Temporal Variability Project involves monthly monitoring and quarterly samples from seven wells and one first magnitude spring at five fixed monitoring locations and is designed to track water quality changes over time.

**AMENDMENT NO. 2  
TO AGREEMENT NO. MN004  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Amendment to Agreement No. MN004, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 Water Management Drive, Havana, Florida 32333 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for collection of water quality data within the boundaries of the water management district, effective August 7, 2017; and

WHEREAS, the parties wish to amend the Agreement as set forth herein in to add the new 2019-2020 Revised Grant Work Plan (Attachment 3-B).

NOW THEREFORE, the parties agree as follows:

- 1) Attachment 3, Grant Work Plan, is hereby amended to add Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment. All references in the Agreement to Attachments 3 and 3-A shall hereinafter refer to Attachment 3, Attachment 3-A and Attachment 3-B, collectively referred to as the "Grant Work Plan."
- 2) The total amount of funding of the Agreement is increased to \$402,042.65.
- 3) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**Florida Department of  
Environmental Protection**

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

By: \_\_\_\_\_  
Secretary or Designee

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

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

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:**

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-B	Second Revised Grant Work Plan (8 pages)



## ATTACHMENT 3-B REVISED GRANT WORK PLAN

*Third Service Period: July 1, 2019 through June 30, 2020*  
**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

The Department of Environmental Protection (DEP) has requested the assistance of the Northwest Florida Water Management District (NFWMD or Grantee) in collecting and interpreting water quality data from rivers, streams, and lakes within the boundaries of the NFWMD, as part of the statewide Integrated Water Resources Monitoring (IWRM) Program. The IWRM program consists of the Status Monitoring Network (Status) and Groundwater Trend Monitoring Network (GWTN). A description of the work to be performed is outlined below.

### **QUALITY ASSURANCE**

The Grantee who will be conducting water quality sampling under this agreement shall follow procedures specified in the Department's *Status and Trend Monitoring Networks Sampling Manual, January 2016, with October 2017 revisions* ([http://publicfiles.dep.state.fl.us/dear/DEARweb/WMS/Reports\\_Docs\\_SOPs/Standard Operating Procedures/Sampling Manuals/WMS-SamplingManual.pdf](http://publicfiles.dep.state.fl.us/dear/DEARweb/WMS/Reports_Docs_SOPs/Standard Operating Procedures/Sampling Manuals/WMS-SamplingManual.pdf)). The Grantee and approved subcontracting agencies and entities who will be conducting Habitat Assessments under this Agreement shall follow procedures specified in the Department SOPs FT3001, FT3100, FS7130 and FS7320 found on the Department website (<http://www.dep.state.fl.us/water/sas/sop/sops.htm>). For purposes of this Agreement, all sample analysis will be performed by the Department Central Laboratory under separate agreement with the Department's Watershed Monitoring Section (WMS). Data from DEP Central Laboratory will be sent to the Grantee within a reasonable timeframe (1-3 months). The Grantee will perform QA/QC on both lab and field data, and send an approval to DEP for data loading into WIN and other databases.

The Grantee will submit an updated Quality Assurance Project Plan (QAPP) to the DEP Quality Control officer within 15 calendar days of the execution of the grant amendment.

### **WATERSHED INFORMATION NETWORK (WIN)**

All water quality data collected under this Agreement shall be submitted to the Department Watershed Monitoring Program in the approved standardized electronic format, available through the WMS Field Data Entry online application: <https://fldeploc.dep.state.fl.us/ambient/field/>. This format will assist the Department in the preparation of data collected under this Agreement for entry into the Watershed Information Network (WIN) electronic data system. The Department will be responsible for ensuring that data collected under this Agreement is entered into the WIN system. In addition to the above, a printed or legible, scanned copy of the project field data, along with supporting QA data, shall be kept and maintained by the Grantee for the duration of this Agreement, and provided to the Department upon request. This includes results from any calibrations, blanks, samples, and standards.

### **QUALIFIED SAMPLER**

The Grantee shall ensure that at least one (two if possible) *qualified sampler* is present during all sample collection. For the purposes of this Agreement, a *qualified sampler* shall be one who has attended the DEP Watershed Monitoring Section (WMS) Sampling Training Course within the past five (5) years. This workshop is offered by the WMS Quality Assurance Officer at least once a year.

### **AGREEMENT TASKS FOR SERVICE PERIOD**

The Grantee shall collect surface and groundwater quality samples for the Watershed Monitoring Program within the boundaries of the NFWMD. This Grant Work Plan will cover the sampling period from July 1, 2019 to June 30, 2020. Each related activity to be performed is identified below and must be completed within the designated time identified for the task.

### **TASK I SAMPLE COLLECTION**

The Grantee will continue sample collection for the 2019 cycle (July–December) and will start the 2020 cycle (January – March) of the Status Network. Thus, the annual cycle is covered by two separate service periods. The Grantee shall collect an estimated forty-five (45) surface water and seventy-six (76) groundwater quality samples for the Status Network and Groundwater Trend Network, as well as an estimated thirty-three (33) Quality Assurance samples and forward all samples to the Department's Central Laboratory for analysis.

The Grantee shall measure field analytes only for approximately forty-eight (48) monthly GWTV Network samples. As part of the Status Network sampling in rivers and streams, Habitat Assessment (HA) surveys will be performed, and sediment samples will be collected from Large and Small lakes. Samples should be collected during the Index and Overflow Periods. The analyte indicator list is found at:

[http://publicfiles.dep.state.fl.us/dear/watershed\\_monitoring/documents/WMS-status-indicators.pdf](http://publicfiles.dep.state.fl.us/dear/watershed_monitoring/documents/WMS-status-indicators.pdf)

For this service period (Cycle 13 and Cycle 14), the Status Network sampling includes:

- Approximately fifteen (15) samples from Streams within the boundaries of the NFWFMD during the established Index Sampling and Overflow Period (July - September 2019 – Cycle 13), includes the performance of HA surveys;
- Approximately twenty (20) samples from wells in Unconfined Aquifers within the boundaries of the NFWFMD within the established Index Period (November – December 2019 – Cycle 13);
- Approximately twenty (20) samples from wells in Confined Aquifers within the boundaries of the NFWFMD within the established Index Period (February – March 2020 – Cycle 14);
- Approximately fifteen (15) samples from Rivers within the boundaries of the NFWFMD during the established Sampling Period (April – May 2020 – Cycle 14), includes the performance of HA surveys;
- Approximately fifteen (15) samples from Large Lakes within the boundaries of the NFWFMD during the established Sampling Period (May – June 2020 – Cycle 14) of the 2019-2020 grant cycle;
- Approximately twenty (17) Quality Assurance samples (approximately 20% of 85 total samples,) collected as close as possible to every fifth resource sample, using the same equipment used to collect resource samples and submitted with the resource samples as they are collected.

For this service period (Cycle 13 and Cycle 14), the Groundwater Trend Network sampling includes:

- Approximately twenty (20) GWTV samples (sampled quarterly) from designated Unconfined Aquifer wells within the boundaries of the NFWFMD, collected from July 1, 2019 – June 30, 2020. Field measurements will be collected monthly at Unconfined Aquifer Trend wells.
- Approximately twelve (12) GWTV samples (sampled quarterly) from designated Confined Aquifer wells and Jackson Blue Spring within the boundaries of the NFWFMD, collected from July 1, 2019 – June 30, 20120. Field measurements will be collected monthly at Jackson Blue Spring.
- Approximately sixteen (16) Quality Assurance samples (16 equipment blanks), consisting of one Quality Assurance sample for each piece of equipment used to collect resource samples and one field blank, submitted with the resource samples as they are collected.

Measurement of sample location using Global Positioning System (GPS) technology. GPS units will be provided by the Department. All GPS data must meet Department protocols for accuracy and be provided in Department-specified electronic format. Recording of physical site data, in electronic format, will be performed using Department-specified software. Required information includes land ownership, digital photographs, and any additional pertinent information that may potentially affect water quality. Information depicting site location and directions can be submitted to clarify location of site. Sketch maps can be submitted on paper or scanned electronically in JPEG format. All water sample collection including on-site analysis of field analytes shall be performed per the current indicator list in Table 2, Section 17 of the *Sampling Manual*. Grantee will submit required information including field sheets, Biological Assessment, Physical/Chemical Characterization forms and Stream/River Habitat forms and maps.

Samples should be collected during the appropriate sampling period for the Status Network as depicted in Table 1 Section 17 of the *Sampling Manual*. All samples shall be shipped in accordance with Section 13 *Sample Custody and Shipment* instructions in the *Sampling Manual*. The Department will provide the air bills and account number for shipping by the current State vendor.

Field audits shall be performed using the format and guidance in the *Sampling Manual* Section 14. An annual Internal and External audit of Status Network surface water sampling is required. An audit per quarter is recommended.

## DELIVERABLES

Sample collection will be evidenced by samples, collected in accordance with the Department's Standard Operating Procedures, and then delivered to the Department's Laboratory Reception. Copies of sample field sheets and chain of custody forms are to be submitted with the quarterly progress report. Deliverables will be due within the resource primary or overflow sampling period, as determined by the Department, and prior to or at the time of submittal of a payment request.

## PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

## PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

## BUDGET

Allowable costs shall not exceed \$140,411.70 for an estimated 198 sampling events at \$709.15 per sampling event.

## **TASK II STATUS NETWORK SITE RECONNAISSANCE**

Reconnoiter proposed IWRM Status Network surface water sampling sites for present year and next year's cycles (Cycle 13 and 14) within the boundaries of the NFWFMD to determine suitability and access. The Department will annually provide site selection lists (100 plus potential sites for reconnaissance, per resource type) to the Grantee, via the Oracle Generalized Water Information System (OGWIS) web-based tool. The OGWIS website can be used to show features pertaining to the site on both United States Geological Survey (USGS) topography maps, aerial photography or satellite photography.

Office reconnaissance using the OGWIS database and other tools should be performed prior to actual field reconnaissance or sampling and should be employed to eliminate sites that are the wrong resource type, or otherwise can be properly excluded from sample collection prior to a site visit. Surface water and groundwater sites that are known to be accessible do not need to be field reconnoitered prior to sampling. Other potential sites can be reconnoitered prior to or at the time of sampling, if sampling occurs within the prescribed Index or Overflow Period.

Payment is based on reconnaissance of 15 sampleable sites per three surface water and two groundwater resources per year, and reported to OGWIS web-accessible venue by the end of the Agreement year. Regardless of resource, any proposed surface or groundwater site rejected during reconnaissance or sampling must be documented in OGWIS and reasons for rejection stated. Rejection of a site shall reference one of the exclusionary criteria listed in *Sampling Manual*, or be mutually agreed to by the Grantee, the Department Grant Manager and Watershed Monitoring Program Manager.

## RESOURCE TYPES TO BE EVALUATED

- 1) Streams
- 2) Large Rivers
- 3) Large Lakes (greater than 10.0 hectares)
- 4) Confined Aquifer wells
- 5) Unconfined Aquifer wells

The list frames for surface water sites comes from the Re-Leveled National Hydrographic Dataset (RNHD), maintained in the Department's Watershed Monitoring Section in Tallahassee. Candidate rivers are selected from defined linear features existing in the RNHD. The stream subset is the balance of remaining RNHD segments minus those reaches existing seaward of a "head of salt" line, as defined by GIS staff. Additionally, stream segments that represent flow-paths through wetlands and lakes have been removed from the population.

### INCLUSION CRITERIA FOR SURFACE WATER SITES

- 1) Site accessible either by foot, boat, or vehicle.
- 2) Water is present within the water body at the targeted sampling location.
- 3) Site is a stream, river, canal, natural lake or historic named impoundment (i.e., Lake Ocklawaha). Stream or river has contained flowing water for three consecutive months prior to sampling; or if flooded, has recovered to in-bank flow for at least one week.
- 4) The lake meets the criteria for the area associated with the resource type, has at least 1,000 square meters of open water (= 0.25 acres) and is at least 1 meter deep at its deepest point. "Open water" is defined as water free of emergent vegetation and woody trees.

### GROUNDWATER SELECTION CRITERIA

The DEP Watershed Monitoring Section list frame for groundwater sites includes:

- 1) Department Ambient Monitoring Background Network wells
- 2) Department Ambient Monitoring Very Intense Study Area (VISA) Network wells
- 3) Department of Health Private Well Survey wells
- 4) Upgradient background wells at Department permitted facilities
- 5) Wells constructed under permit from the WMD

The Department will supply a list of randomly selected candidate wells annually from random locations within the NFWFMD. Only wells within the existing Department list frame may be considered as candidate sites. Department staff will assist WMDs, and if needed, contact Department District staff to obtain facility information. Although many different aquifers exist in the state, representing different geological situations, two groups, the confined and the unconfined aquifers, will be sampled. For purposes of this definition, a semi-confined aquifer is considered as unconfined.

### INCLUSION CRITERIA FOR GROUNDWATER SITES

- 1) Site accessible either by foot, boat, or vehicle.
- 2) Well construction information known: total depth, casing depth, casing material, well owner, screen/open hole interval.
- 3) Well completed into groundwater resource type (confined / unconfined).
- 4) Well or facility with an upgradient background well present in current list frame.
- 5) Well may have pre-sample pressure tank. However, add qualifier to comments that the well and tank are purged before sampling.

Regardless of resource, any proposed surface water or groundwater site excluded during reconnaissance must be documented in OGWIS, reasons for rejection must be stated, and the exclusion must be mutually agreed to by the Grantee and the Department Project Manager. Exclusion of a site shall reference one of the exclusionary criteria listed as Table 8, Exclusion Criteria for Groundwater, or Table 9, Exclusion Criteria for Surface Water. Both tables are in Section 17 in the *Sampling Manual*.

### NUMBER OF SITES

From July 1, 2019, through June 30, 2020, within the boundaries of the SJRWMD, the optimal number of sites for each resource type is fifteen (15) for surface water. If the optimal number of sites are not available due to a lack or absence of resources, then available resources should be sampled. Department-provided sites should be reconnoitered in the order provided after 15, until at least 20 (15 primary, 5 alternate) sampleable sites are documented. Should fewer than 20 sampleable sites be located within the 100 plus potential sites provided, contact the Department Grant Manager. If 15 sites are not available due to absence of resources, then whatever resources available to be sampled should be sampled with no deduction of funding.

### RECONNAISSANCE PROCEDURES

Office reconnaissance should be performed prior to actual field reconnaissance or sampling and should be employed to eliminate from sampling consideration sites which are determined to be not sampleable. A list of remaining potentially sampleable proposed sites must be provided to the Department (via OGWIS web site) at least 30 days prior to the beginning of the appropriate Index Period, so that sample container and field sheet tags can be generated and delivered to the Grantee in a timely manner.

- 1) Review sites supplied by the Department using the OGWIS internet application.
- 2) Obtain landowner permission to reconnoiter and sample site (if necessary, i.e., no public access).
- 3) Utilize maps or sketches of site using OGWIS or other methods to accurately locate site.

- 4) If necessary, visit site to determine whether it is the correct resource type, has sufficient water, and verify access to allow sample collection.
- 5) Document sampleability of site in OGWIS using inclusion/exclusion criteria (Table 9, Section 17 of the *Sampling Manual*). List local water body name if known.
- 6) Keep records on all sites, including owner information (name, address, phone number) to use when sampling, and for backup quality assurance of the OGWIS Recon Tracking program.
- 7) Record Global Position System (GPS) data on the site only if necessary for relocation during subsequent sampling. Actual official location should be GPS located and recorded at the time of sampling. It is suggested to use flagging tape or other non-destructive markers where appropriate to identify recon sites for subsequent sampling.
- 8) Large Lakes: Reconnoiter at least 15 acceptable primary and 5 acceptable alternate sites – locate accessible boat ramp(s). Lake sites known to be both accessible and sampleable need not be physically visited during reconnaissance.
- 9) Streams and Rivers: Reconnoiter at least 15 acceptable primary and 5 acceptable alternate sites per resource. The sites known to be both accessible and sampleable need not be physically visited during reconnaissance. Stream gauge levels may be monitored, wherever possible, to determine high and/or low water level for habitat/biological evaluation and sampling per Department SOPs.
- 10) Confined and Unconfined Aquifers: Reconnoiter at least 20 acceptable primary and 10 acceptable alternate sites per resource. The groundwater sites known to be sampleable, based on contact with well owner, or based on prior knowledge, need not be physically visited during reconnaissance.

#### DELIVERABLES

Completion of network characterization as evidenced by entries in the OGWIS for each Random Sample Location through the last Random Sample Location sampled for each resource. Those Random Sample Locations in the system with ID numbers greater than the last sampled location for any given resource will not be updated.

#### PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

#### PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

#### BUDGET

Allowable costs shall not exceed the amount described under Task 1, Budget.

### **TASK III NETWORK REFINEMENT**

Grantee staff will assist the Department in refinement and design of surface and groundwater sampling networks. Grantee staff will acquire sampling easements as needed and communicate with large landowners about issues regarding site access. The Department will procure additional gauging stations as needed. Changes to the network shall be mutually agreed upon in writing prior to implementation. To maintain an up-to-date database on groundwater wells that are potential candidates to be added to the Department database (list frame), the Grantee is encouraged to submit a list of new confined and unconfined wells that have been permitted by the Grantee (or other responsible authority) on an annual basis. Wells should be submitted for the following year's list frame inclusion. Grantee staff will assist Department staff correcting errors in the station databases.

Candidate wells should meet the following minimum requirements:

- 1) Well accessible for sampling
- 2) Well location and owner contact information known
- 3) Casing material and casing depth known
- 4) Total depth known
- 5) Screened or open-holed interval known
- 6) Well taps only one aquifer

## DELIVERABLES

Network refinement as evidenced by; an electronic file in a format determined as acceptable by the Department, which shall include all required information for any new, qualified candidate wells for which the minimum information is available.

## PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been accepted in writing by the Department's Grant Manager prior to payment request submittal.

## PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

## BUDGET

Allowable costs shall not exceed the amount described under Task 1, Budget.

## **TASK IV DATA MANAGEMENT AND DATA INTERPRETATION**

Grantee staff will use OGWIS to identify sites for Status network sampling. Sites that can be sampled should be documented and updated in the OGWIS database following the conclusion of reconnaissance and sampling. Data entry and review will comply with standard operating procedures and timetables presented and discussed at Department sanctioned IWRM meetings. Field data will be submitted to the Department in approved electronic format within thirty (30) days of the end of the sampling event. A sampling project within the Status Network is defined as the complete sampling of a resource within one reporting unit or basin. GWTV field data should be submitted with quarterly progress reports. The Department reserves the right to require the use of Department-supplied field data entry software if data are not submitted in Department-approved format. The Grantee will edit provisional data supplied by the Department to the Grantee and approve final release and distribution to the public. Grantee staff will also review and edit data interpretations regarding Watershed Monitoring Program data.

## DELIVERABLES

Data management and data interpretation as evidenced by the Department Grant Manager's verified receipt of electronic Trimble GPS field data files, corrected electronic field data and provisional laboratory data files or an electronic mail confirming the accuracy of the data files provided for review by the Department, electronic communications including reviewed interpretation documents containing corrections or suggestions or a statement as to the absence of such.

## PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

## PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

## BUDGET

Allowable costs shall not exceed the amount described under Task 1, Budget.

## **TASK V ATTEND PROGRAM MEETINGS AND TRAINING**

One or more Grantee staff will participate in Watershed Monitoring Program meetings. Appropriate Grantee staff will participate in conference calls, and attend other meetings scheduled by the Department such as sampling courses, training workshops, or other meetings as required. All program meetings and/or trainings are scheduled by the Department on an as-needed basis.

### **DELIVERABLES**

Attendance will be evidenced by appropriate Grantee staff signatures on meeting and/or training sign-in sheets.

### **PAYMENT REQUEST SCHEDULE**

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the meetings and/or training(s) attended during the quarter. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### **PERFORMANCE STANDARDS**

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

### **BUDGET**

Allowable costs shall not exceed the amount described under Task 1, Budget.

## **TASK VI REPORTS**

Progress Reports are to be submitted every three (3) months by the Grantee to the Department Grant Manager. Quarterly QA Reports and field data sheets should be included with the Quarterly Progress Reports. A Final Comprehensive Report that summarizes all tasks associated with this Agreement, including sampling site updates shall be submitted no later than June 30, 2019. A Quality Assurance Project Plan is on file with the Watershed Monitoring Section, but will be updated annually to reflect changes in staff and equipment.

### **REPORTING REQUIREMENTS**

Each Progress Report shall indicate work performed during the reporting period, number of project samples completed, work scheduled for the next reporting period, include quarterly quality assurance reports, and note problems encountered and planned solutions.

### **DELIVERABLES**

Report completion as evidenced by notice of receipt of electronic or printed progress report and QA report by the Department's Grant Manager.

### **PAYMENT REQUEST SCHEDULE**

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports as required herein. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### **PERFORMANCE STANDARDS**

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

### **BUDGET**

Allowable costs shall not exceed the amount described under Task 1, Budget.

## **TASK VII – PURCHASE EQUIPMENT**

The Grantee will itemize proposed equipment purchases under this Agreement costing \$1,000 or more below, and complete **Exhibit C, DEP Property Reporting Form**. The subsequent purchase of non-expendable equipment not listed below, costing \$1,000 or more is not authorized under this Agreement. However, the Department reserves the right to amend this Agreement to provide for equipment purchases in the event it is deemed necessary.

- One (1) groundwater sampling pump, estimated at \$3,000.

### DELIVERABLES

Purchase of the equipment as evidenced by purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; pictures of equipment purchased; and a completed **DEP Property Reporting Form** with invoice copy.

### PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment upon delivery of the purchased equipment. The outlined Deliverable(s) and a completed **DEP Property Reporting Form** must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

### BUDGET

Allowable costs shall not exceed \$3,000 for authorized equipment purchases.

## **TASK VIII - MAINTENANCE OF THE GROUNDWATER TREND NETWORK**

Repair and maintenance of wells to ensure security of stations and to prevent contamination of samples or groundwater, including replacement of Florida Unique Well Identification tags as needed.

### DELIVERABLES

Maintenance of wells as evidenced by Purchase order(s); vendor invoice(s); proof of payment to vendor; Bills of Lading; and pictures if applicable.

### PAYMENT REQUEST SCHEDULE

The Grantee may submit a Request for Payment no more frequently than once a quarter, listing the number of samples completed and reconnaissance performed, in conjunction with progress reports as required herein. If maintenance of wells is necessary, the Grantee will submit documentation of the maintenance as described in the Deliverables above. A final request must be submitted no later than July 15, 2020 to ensure the availability of funding for final payment. The outlined quarterly Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

### PERFORMANCE STANDARDS

The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the description under each task listed above. The Department shall have fourteen (14) calendar days from receipt of a deliverable to determine satisfactory performance. Upon review and written acceptance by the Department's Grant Manager of the quarterly deliverables the Grantee may proceed with payment request submittal.

### BUDGET

Allowable costs shall not exceed the amount described under Task 1, Budget.



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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: August 9, 2019

SUBJECT: Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2019 - 2020

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**Recommendation**

Staff recommends Governing Board approval to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and authorize spending \$1,347,000 in new funding to develop tools to assist communities reduce flood risk.

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**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.

The District has applied for grant funding for Fiscal Year 2019-2020 in the amount of \$1,347,000 to continue the Risk MAP work. This will include work to improve and update flood hazard maps in the Yellow River Watershed. Funded activities also include Base Level Engineering (BLE) for the Blackwater, Choctawhatchee Bay, Escambia, and Yellow Rivers watersheds, pilot project in Escambia County to help in implementing higher building standards for Santa Rosa Island Authority (SRIA) and Perdido Key, 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) 16, which will amend the District’s CTP agreement with FEMA.

**NWMWMD FEMA FY 2019 - 2020 FUNDING ALLOCATIONS**

<b>Activity</b>	<b>County/Watershed</b>	<b>Funding Plan</b>
Risk MAP Project to Improve and Update Flood Hazard Maps	Yellow	\$780,000
Base Level Engineering (BLE)	Blackwater, Choctawhatchee Bay, Escambia, Yellow	\$210,000
Pilot Project – Escambia County, FL	Escambia	\$50,000
CNMS NVUE Update	All	\$65,000
Project Management	All	\$90,000
Community Engagement and Risk Communication	All	\$152,000
<b>Total Award</b>		<b>\$1,347,000</b>

**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, Resource Planning Program Manager

DATE: August 14, 2019

SUBJECT: Consideration of Proposed FY 2019-2020 Alternative Water Supply Project

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**Recommendation**

Staff recommends the Governing Board approve submittal of the Okaloosa County/Eglin AFB/Niceville Reclaimed Water Project to the Florida Department of Environmental Protection for funding consideration.

**Discussion**

The Governor and Legislature recognized the importance of alternative water supply and the protection of Florida's natural systems with an investment of \$40 million in the 2019 legislative session. The DEP has been directed to use the funding on projects that prioritize regional projects in the areas of greatest need and those that provide the greatest benefit toward advancing alternative water supplies and conservation. Although the Central Florida Water Initiative and North Florida Regional Water Supply Partnership areas outside the district are a primary focus, the funding is available for any projects that meet these criteria.

Staff are in the process of updating the Region II Regional Water Supply Plan and as such, have a current list of water supply development projects submitted by utilities and self-suppliers in Okaloosa, Santa Rosa, and Walton counties. From this list, one project is proposed for your consideration.

The Okaloosa County/Niceville/Eglin Air Force Base Reclaimed Water Project is a regional partnership to increase the availability of reclaimed water in coastal Region II. The project includes constructing 11 miles of large-diameter reclaimed water pipeline through Eglin AFB connecting the county's Arbennie Pritchett Water Reclamation Facility to Eglin AFB and the City of Niceville. When completed, the pipeline would provide an additional 4.0 mgd of reclaimed water capacity, with 0.8 mgd utilized in the near term. As a wholesale provider of reclaimed water already serving Fort Walton Beach, Okaloosa County would also be able to potentially replace irrigation demands with reclaimed water for two golf courses on Eglin AFB, an 1,100-acre new development in Niceville, and additional residential and commercial reclaimed water needs in both Niceville and

Valparaiso. Future customers may also include suitable base operation needs at Eglin AFB as well as existing customers within Niceville and Valparaiso due the phasing out of an existing wastewater treatment facility. The project would offset residential and recreational irrigation demands of existing and future customers, reducing potable groundwater use within the Water Resource Caution Area.

The District is requesting \$2.5 million for the project. The total project cost is \$10.5 million with \$5 million provided from Okaloosa County and \$3 million from a previous state appropriation. The project design is complete, and construction is estimated to begin within 9 months of a funding award. In addition, meeting a 50 percent match on this project, Okaloosa County, the City of Niceville, and the City of Valparaiso are contributing \$5.8 million for upgrades to the wastewater treatment plant needed to distribute reclaimed water. Construction of this additional work is currently underway.

**Table 1. Proposed FY 2019-2020 Alternative Water Supply Projects**

Rank	Project Name	Cooperator	Funding Request	Match Funding	Total Funding
1	Okaloosa County/Eglin AFB/Niceville Reclaimed Water Project	Okaloosa County	\$2,500,000	\$8,000,000	\$10,500,000
		<b>Total Request to DEP</b>	<b>\$2,500,000</b>		

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Lyle Seigler, Director of Regulatory Services

DATE: August 7, 2019

SUBJECT: Request for Authorization to Undergo Rule Development on Chapters  
40A-3 and 40A-7, F.A.C.

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**Recommendation**

Staff recommends the Governing Board approve initiation of rule development on sections 40A-3.037 and 40A-3.041 within Chapter 40A-3, Florida Administrative Code (F.A.C.), Regulation of Wells, and establish Chapter 40A-7, F.A.C., Contractor Suspension, during the next twelve (12) months and approve including the following proposed rulemaking items in the 2019-2020 Annual Regulatory Plan pursuant to section 120.74, Florida Statutes (F.S.).

**Background**

As required by section 120.74, Florida Statutes (F.S.), staff reviewed the District's rules for consistency with rulemaking authority and the laws implemented. Staff identified incorporated material within Chapter 40A-3, F.A.C., Regulation of Wells, that needs updating. The Florida Department of Environmental Protection (FDEP) recently amended Chapter 62-531, F.A.C., Water Well Contractor Licensing Requirements, effective August 7, 2019, to allow for industry professionals and public or private universities to be course providers for water well contractor continuing education credits. As a result, the District intends to revise section 40A-3.037, F.A.C., by incorporating updated material to reflect FDEP's changes to their rule Chapter 62-531, F.A.C.

Staff also identified multi-well permit language in other water management districts' rules. The District intends to amend section 40A-3.041, F.A.C., Permits Required, to include multi-well permits for monitoring wells and non-exempt site investigation wells for consistency with other districts. This provision allows water well contractors to apply for

one permit for multiple well installations instead of separate permits for each location on the same site.

The establishment of a Rule Chapter for Contractor Suspension is also included in the list of rules for which the District intends to begin rule development. The District is required by section 373.610, F.S., to adopt rules to create policies and procedures for suspending a contractor from working with the District, either temporarily or permanently, whenever a contractor materially breaches its contract with the District.

The rulemaking identified below is intended to ensure compliance with statute; simplify, clarify, increase efficiency, improve coordination with other agencies, and reduce regulatory costs; or delete obsolete, unnecessary, or redundant rules.

<u>Rule</u>	<u>Rulemaking Justification</u>
40A-3.037	Amend rule to update incorporated material for consistency with FDEP Chapter 62-531, F.A.C.
40A-3.041	Amend rule to include multi-well permits for monitoring wells and non-exempt site investigation wells for consistency with other districts.
40A-7	Create Rule Chapter for contractor suspension procedures and policy to comply with section 373.610, F.S.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: August 13, 2019

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There are no pending cases in which the District is a party.