

**Northwest Florida Water Management District  
Governing Board Meeting Minutes  
Thursday, April 8, 2021  
81 Water Management Drive  
Havana, Florida 32333**

1. Opening Ceremonies

Called to order at 1:01 p.m.

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

Present: George Roberts, Chair; Gus Andrews; Ted Everett; Nick Patronis; Kellie Ralston

Absent: Jerry Pate, Vice Chair

2. Special Thanks and Recognition

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 888 DECLARING APRIL 2021 AS SPRINGS PROTECTION AWARENESS MONTH. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

3. Changes to the Agenda

None.

4. Approval of the Minutes for March 11, 2021

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE MINUTES FROM MARCH 11, 2021. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of February 2021

MOTIONED BY GUS ANDREWS, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF FEBRUARY 2021. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Resolution No. 886 Committing Fund Balances for the Fiscal Year Ending September 30, 2020, as Required by GASB Statement No. 54

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 886 TO COMMIT FUND BALANCES FOR FISCAL YEAR 2019-2020 AS FOLLOWS:

- Commit \$4,472,098 from the General Fund balance for an Economic Stabilization Fund.

- Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant.
- Commit \$400,000 from the General Fund balance for the Gulf County Water Supply Project.
- Commit \$371,650 from the General Fund balance for Water Supply Development Assistance Grants.
- Commit \$61,425 from the General Fund balance for the Apalachicola Bay Grant.

NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Amendment No. 8 to the Fiscal Year 2020-2021 Budget

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 887 AMENDING THE FISCAL YEAR 2020-2021 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Removal of Missing Property from District Records; Changes to Recording of Property Records and Capitalized Assets

MOTIONED BY GUS ANDREWS, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD AUTHORIZE THE REMOVAL OF MISSING ITEMS FROM THE PROPERTY RECORDS AND WRITE-OFF THE VALUE OF THE ITEMS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Amendment No. 1 to the Gaskin et al Conservation Easement in Gulf County

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 1 TO THE GASKIN ET AL CONSERVATION EASEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN AMENDMENT NO. 1, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Public Hearing for Regulatory Matters

Called to order at 1:32 p.m.

A-1 Applicant: Daniel Colvin, North American Farms, Inc.  
 App. No.: 2B-063-5754-7  
 Use: Agricultural

MOTIONED BY GUS ANDREWS, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-063-5754-7, DANIEL COLVIN, NORTH AMERICAN FARMS, INC., PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Progress Update on Wakulla Springs

Informational purposes only.

12. Consideration of FY 2021-22 Springs Restoration Funding Requests

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD (1) APPROVE THE PROJECTS INCLUDED IN TABLE 1 TOTALING \$20,248,261 (2) APPROVE SUBMITTAL OF THE PROJECTS TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING CONSIDERATION, AND (3) AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH DEP AND COOPERATORS TO RECEIVE UP TO THE AMOUNT REQUESTED AND IMPLEMENT SPRINGS RESTORATION PROJECTS AS DESCRIBED, SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Consideration of FY 2021-22 Alternative Water Supply Funding Requests

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) APPROVE SUBMITTAL OF THE PROJECTS INCLUDED IN TABLE 1, TOTALING \$21,291,820, TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING CONSIDERATION, AND (2) AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH DEP AND PROJECT SPONSORS TO RECEIVE FUNDING UP TO THE AMOUNTS REQUESTED AND IMPLEMENT ALTERNATIVE WATER SUPPLY PROJECTS AS DESCRIBED, SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

14. Consideration of Agreement with the Choctawhatchee Basin Alliance of Northwest Florida State College for the Live Oak Point Living Shorelines Project

MOTIONED BY GUS ANDREWS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENT WITH THE CHOCTAWHATCHEE BASIN ALLIANCE OF NORTHWEST FLORIDA STATE COLLEGE TO IMPLEMENT THE LIVE OAK POINT LIVING SHORELINES PROJECT IN AN AMOUNT NOT TO EXCEED \$545,000, SUBJECT TO BUDGET APPROVAL AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

15. Consideration of ITB 21B-002, Well Construction and Aquifer Testing in Gulf County

Rebid. No action required.

16. Legislative Update

Informational purposes only.

17. Different Roles of the Division of Administrative Hearings and the District Under the Administrative Procedures Act

Informational purposes only.

18. How the Sunshine Law and Public Records Law Effect Board Members

Informational purposes only.

19. Legal Counsel Report

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

Meeting was adjourned at 2:49 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending March 31, 2021

|   |                  |                  |
|---|------------------|------------------|
| Balance Forward - Operating Funds           | \$39,220,260.65  |                  |
| Operating Funds Received in current month:  |                  |                  |
| Revenue Receipts, Current                   | \$278,635.37     |                  |
| Contracts Receivable                        | 1,077,884.35     |                  |
| Other Deposits/Refunds/Adjustments          | 34,607.36        |                  |
| Transfers from Lands Accounts               | 0.00             |                  |
| Total Deposits during month                 | 1,391,127.08     |                  |
| Total Deposits and Balance Forward          |                  | \$ 40,611,387.73 |
| Disbursements:                              |                  |                  |
| Employee Salaries                           | 434,556.15       |                  |
| Employee Benefits                           | 222,934.29       |                  |
| Employee Flexible Spending Account          | 0.00             |                  |
| Contractual Services (Professional)         | 578,717.29       |                  |
| Operating Expenses - Services               | 127,069.18       |                  |
| Operating Expenses - Commodities            | 33,766.67        |                  |
| Operating Capital Outlay                    | 142,355.92       |                  |
| Grants and Aids                             | 82,419.28        |                  |
| Total Operating Expenses during month       | 1,621,818.78     |                  |
| Payables, Prior Year                        | 0.00             |                  |
| Other Disbursements or (Credits)            | 29,002.59        |                  |
| Total Funds Disbursed by check during month | 1,650,821.37     |                  |
| Bank Debits (Fees, Deposit Slips, etc.)     | 0.00             |                  |
| Transfer to Land Acquisition Account        | 0.00             |                  |
| Total Funds Disbursed                       |                  | 1,650,821.37     |
| Cash Balance Operating Funds at month end   |                  | \$ 38,960,566.36 |
| Operating Depositories:                     |                  |                  |
| Petty Cash Fund                             | 250.25           |                  |
| Bank of America:                            |                  |                  |
| General Fund Checking                       | 917,072.08       |                  |
| Payroll Account                             | 6,325.76         |                  |
| Passthrough (EFT) Account                   | 0.00             |                  |
| Investment Accounts:                        |                  |                  |
| Fla. Board of Administration @ 0.13%        |                  |                  |
| General Fund                                | 14,693,215.44    |                  |
| Lands Fee Fund                              | 4,706,007.03     |                  |
| Ecosystem TF                                | 90,207.82        |                  |
| Water Prot. & Sust. Program TF              | 100,192.96       |                  |
| Okaloosa Regional Reuse                     | 2,507,699.12     |                  |
| Mitigation Fund                             | 15,939,595.90    |                  |
| Total Operating Depositories at month end   | \$ 38,960,566.36 |                  |

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending March 31, 2021

Land Acquisition Funds:

|                                      |    |            |            |
|--------------------------------------|----|------------|------------|
| Fla. Board of Administration @ 0.13% | \$ | 300,166.31 |            |
| Total Land Acquisition Funds         |    |            | 300,166.31 |

Restricted Management Funds:

|  |  |           |  |
|--|--|-----------|--|
| Fla. Board of Administration Phipps Land<br>Management Account @ 0.13% |  | 45,161.86 |  |
|--|--|-----------|--|

|   |  |            |  |
|---|--|------------|--|
| Fla. Board of Administration Cypress<br>Springs R&M Account @ 0.13% |  | 840,859.56 |  |
|---|--|------------|--|

|  |  |  |                  |
|--|--|--|------------------|
| Total Restricted Land Management Funds |  |  | <u>45,161.86</u> |
|--|--|--|------------------|

|  |  |  |                   |
|--|--|--|-------------------|
| Total Land Acquisition, and Restricted<br>Management Funds |  |  | <u>345,328.17</u> |
|--|--|--|-------------------|

|   |  |  |                                |
|---|--|--|--------------------------------|
| TOTAL OPERATING, LAND ACQUISITION,<br>& RESTRICTED FUNDS AT MONTH END |  |  | <u><u>\$ 39,305,894.53</u></u> |
|---|--|--|--------------------------------|

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

Date: May 13, 2021

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending March 31, 2021**  
**(Unaudited)**

|                            | <b>Current<br/>Budget</b> | <b>Actuals<br/>Through<br/>3/31/2021</b> | <b>Variance<br/>(under)/Over<br/>Budget</b> | <b>Actuals As A<br/>% of Budget</b> |
|----------------------------|---------------------------|--|---|-------------------------------------|
| <b>Sources</b>             |                           |  |   |                                     |
| Ad Valorem Property Taxes  | \$ 3,587,899              | \$ 3,209,536                             | \$ (378,363)                                | 89%                                 |
| Intergovernmental Revenues | 82,396,457                | 227,160                                  | (82,169,297)                                | 0%                                  |
| Interest on Invested Funds | 382,820                   | 34,877                                   | (347,943)                                   | 9%                                  |
| License and Permit Fees    | 437,500                   | 354,475                                  | (83,025)                                    | 81%                                 |
| Other                      | 955,088                   | 725,185                                  | (229,903)                                   | 76%                                 |
| Fund Balance               | 26,699,885                |  | (26,699,885)                                | 0%                                  |
| <b>Total Sources</b>       | <b>\$ 114,459,649</b>     | <b>\$ 4,551,233</b>                      | <b>\$ (109,908,416)</b>                     | <b>4%</b>                           |

|  | <b>Current<br/>Budget</b> | <b>Expenditures</b> | <b>Encumbrances<sup>1</sup></b> | <b>Available<br/>Budget</b> | <b>%Expended</b> | <b>%Obligated<sup>2</sup></b> |
|--|---------------------------|---------------------|---------------------------------|-----------------------------|------------------|-------------------------------|
| <b>Uses</b>                                  |                           |                     |                                 |                             |                  |                               |
| Water Resources Planning and Monitoring      | \$ 7,233,145              | \$ 1,579,321        | \$ 447,715                      | \$ 5,206,109                | 22%              | 28%                           |
| Acquisition, Restoration and Public Works    | 70,474,581                | 1,873,845           | 18,842,758                      | 49,757,978                  | 3%               | 29%                           |
| Operation and Maintenance of Lands and Works | 7,227,431                 | 2,958,145           | 1,420,200                       | 2,849,086                   | 41%              | 61%                           |
| Regulation                                   | 3,880,386                 | 1,500,410           | 144,651                         | 2,235,324                   | 39%              | 42%                           |
| Outreach                                     | 136,457                   | 62,267              | 2,403                           | 71,787                      | 46%              | 47%                           |
| Management and Administration                | 2,083,595                 | 899,568             | 74,865                          | 1,109,162                   | 43%              | 47%                           |
| <b>Total Uses</b>                            | <b>\$ 91,035,595</b>      | <b>\$ 8,873,557</b> | <b>\$ 20,932,591</b>            | <b>\$ 61,229,446</b>        | <b>10%</b>       | <b>33%</b>                    |
| Reserves                                     | 23,424,054                |                     |                                 | 23,424,054                  | 0%               | 0%                            |
| <b>Total Uses and Reserves</b>               | <b>\$ 114,459,649</b>     | <b>\$ 8,873,557</b> | <b>\$ 20,932,591</b>            | <b>\$ 84,653,500</b>        | <b>8%</b>        | <b>26%</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 March 31, 2021, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

MARCH 2021

|                     |            |    |                            |
|---------------------|------------|----|----------------------------|
| CHECKS              | 03/04/2021 | \$ | 246,041.51                 |
| AP EFT CHECKS       | 03/05/2021 |    | 209,427.37                 |
| DIRECT DISBURSEMENT | 03/05/2021 |    | 2,713.30                   |
| CHECKS              | 03/11/2021 |    | 194,364.69                 |
| AP EFT CHECKS       | 03/12/2021 |    | 65,363.45                  |
| CHECKS              | 03/15/2021 |    | 52,361.22                  |
| CHECKS              | 03/18/2021 |    | 67,616.31                  |
| AP EFT CHECKS       | 03/19/2021 |    | 252,443.16                 |
| DIRECT DISBURSEMENT | 03/19/2021 |    | 5,850.56                   |
| CHECKS              | 03/25/2021 |    | 32,217.98                  |
| AP EFT CHECKS       | 03/26/2021 |    | 58,408.52                  |
| VOIDED CHECKS       | 03/31/2021 |    | -52,593.27                 |
| RETIREMENT          | 3/31/2021  |    | 67,148.02                  |
|                     |            |    | <hr/>                      |
|                     |            | \$ | <u><u>1,201,362.82</u></u> |

---

Chairman or Executive Director

---

May 13, 2021



**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>     |
|---------------|---|-------------------|--------------------|--------------------------------|
| 5028          | AQUATIC INFORMATICS INC                       | 03/04/2021        | 22,575.00          | AQUARIUS DATA MIGRATION        |
| 95            | AT&T  | 03/04/2021        | 299.34             | PHONE SERVICE - EFO            |
| 4180          | BANK OF AMERICA                               | 03/04/2021        | 43.23              | MONTHLY TRANSACTION FEES       |
| 1616          | BLUE CROSS/BLUE SHIELD OF FLORIDA             | 03/04/2021        | 658.94             | MEDICARE INSURANCE             |
| 1616          | BLUE CROSS/BLUE SHIELD OF FLORIDA             | 03/04/2021        | 52,361.22          | MEDICAL INSURANCE              |
| 26            | FL. SECRETARY OF STATE DIV OF ADMIN SERV      | 03/04/2021        | 31.92              | GOVERNING BOARD FAR ADS FY 20- |
| 26            | FL. SECRETARY OF STATE DIV OF ADMIN SERV      | 03/04/2021        | 21.14              | FAR AD DRAFT RMP 2021          |
| 916           | GULF POWER COMPANY                            | 03/04/2021        | 423.13             | ELECTRIC - DEFUNIAK OFFICE     |
| 3193          | INSURANCE INFORMATION EXCHANGE                | 03/04/2021        | 95.95              | BACKGROUND SCREENING           |
| 4033          | JOHNSTON TRUCKING, LLC                        | 03/04/2021        | 2,089.98           | PITT/WILLIFORD CONNECTOR TRAIL |
| 4822          | KING AIR SYSTEMS                              | 03/04/2021        | 307.50             | AC REPAIR IN MFO               |
| 3266          | LOWE'S COMPANIES INC.                         | 03/04/2021        | 11.00              | POST FOR MAILBOX AT HQ         |
| 3266          | LOWE'S COMPANIES INC.                         | 03/04/2021        | 58.35              | FIRE ANT BAIT                  |
| 5610          | OKALOOSA-WALTON SECURITY & SURVEILLANCE       | 03/04/2021        | 75.00              | DFS SECURITY                   |
| 2663          | PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A. | 03/04/2021        | 49.00              | LABORATORY TESTING             |
| 5632          | PRAETORIAN GROUP, INC                         | 03/04/2021        | 2,000.00           | CONTINUING EDUCATION           |
| 5436          | QUADIENT, INC.                                | 03/04/2021        | 143.00             | POSTAGE METER SUPPLIES IN700   |
| 4068          | RING POWER CORPORATION                        | 03/04/2021        | 149,037.00         | CAT 299D3 XE CTL LM COMPACT SK |
| 4832          | SUN LIFE FINANCIAL                            | 03/04/2021        | 93.80              | PREPAID DENTAL ACCT 5          |
| 4832          | SUN LIFE FINANCIAL                            | 03/04/2021        | 5,400.45           | PPO DENTAL ACCT 4              |
| 4834          | SUN LIFE FINANCIAL                            | 03/04/2021        | 959.28             | AD&D ACCT 1                    |
| 4834          | SUN LIFE FINANCIAL                            | 03/04/2021        | 81.33              | EAP ACCT 7                     |
| 4833          | SUN LIFE FINANCIAL                            | 03/04/2021        | 1,000.61           | VOL LTD ACCT 3                 |
| 5250          | SUN LIFE FINANCIAL - VISION                   | 03/04/2021        | 600.91             | VISION ACCT 6                  |
| 110           | TALQUIN ELECTRIC COOPERATIVE, INC.            | 03/04/2021        | 89.20              | SECURITY LIGHTS - HQ           |
| 110           | TALQUIN ELECTRIC COOPERATIVE, INC.            | 03/04/2021        | 307.49             | WATER/SEWER - HQ               |
| 110           | TALQUIN ELECTRIC COOPERATIVE, INC.            | 03/04/2021        | 3,223.23           | ELECTRIC - HQ                  |
| 3941          | TYLER TECHNOLOGIES, INC.                      | 03/04/2021        | 1,190.00           | MUNIS USER CONFERENCE REGISTRA |
| 3711          | US POSTAL SERVICE-HASLER                      | 03/04/2021        | 1,500.00           | REPLENISH HQTRS POSTAGE METER  |
| 4557          | VERIZON WIRELESS                              | 03/04/2021        | 211.09             | CELL PHONES                    |
| 4557          | VERIZON WIRELESS                              | 03/04/2021        | 939.32             | JETPACKS                       |
| 4626          | WASTE PRO OF FLORIDA, INC                     | 03/04/2021        | 164.10             | SOLID WASTE - HQ               |

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

**TOTAL CHECKS**

**246,041.51**

|      |                                     |            |           |                                |
|------|-------------------------------------|------------|-----------|--------------------------------|
| 3293 | ANGUS G. ANDREWS, JR.               | 03/05/2021 | 8,125.00  | ENCUMBER LEASE AGREEMENT - CON |
| 3638 | B & B DUGGER, INC                   | 03/05/2021 | 14,331.52 | ENCUMBER T.O. # 4 FOR CONTRACT |
| 3638 | B & B DUGGER, INC                   | 03/05/2021 | 15,035.30 | ENCUMBER T.O. # 4 FOR CONTRACT |
| 1617 | CAPITAL HEALTH PLAN                 | 03/05/2021 | 82,900.76 | MEDICAL INSURANCE              |
| 3126 | DEWBERRY ENGINEERS, INC             | 03/05/2021 | 7,065.44  | RISK MAP PROGRAM SUPPORT       |
| 3126 | DEWBERRY ENGINEERS, INC             | 03/05/2021 | 4,874.08  | RISK MAP PROGRAM SUPPORT       |
| 3126 | DEWBERRY ENGINEERS, INC             | 03/05/2021 | 2,085.92  | RISK MAP PROGRAM SUPPORT       |
| 4855 | ENVIRON SERVICES INCORPORATED       | 03/05/2021 | 2,583.34  | JANITORIAL SERVICES, HEADQUART |
| 5368 | KOUNTRY RENTAL NWF, INC.            | 03/05/2021 | 8,230.00  | PORTABLE & COMPOST TOILET SERV |
| 5368 | KOUNTRY RENTAL NWF, INC.            | 03/05/2021 | 207.50    | CLEANING OF ECONFINA OFFICE AN |
| 4952 | LAW, REDD, CRONA & MUNROE, P.A.     | 03/05/2021 | 3,244.00  | INSPECTOR GENERAL SERVICES AGR |
| 5728 | MERIT FIRST LLC                     | 03/05/2021 | 46,607.40 | CONTRACT #20-082A              |
| 3813 | PENNINGTON, P.A.                    | 03/05/2021 | 10,660.00 | LEGAL COUNSEL                  |
| 5614 | ZACHARY J. SELLERS                  | 03/05/2021 | 826.87    | DEFUNIAK OFFICE JANITORIAL     |
| 4091 | THE SHOE BOX                        | 03/05/2021 | 152.99    | SAFETY BOOTS-RUNDEL            |
| 4799 | STAPLES CONTRACT & COMMERCIAL, INC. | 03/05/2021 | 14.22     | OFFICE SUPPLIES                |
| 4799 | STAPLES CONTRACT & COMMERCIAL, INC. | 03/05/2021 | 186.70    | STAPLES ORDER FOR ACCOUNTING   |
| 3454 | USDA, APHIS, WILDLIFE SERVICES      | 03/05/2021 | 478.23    | COOPERATIVE SERVICE AGREEMENT  |
| 5218 | WAGeworks, INC.                     | 03/05/2021 | 158.10    | FLEXIBLE SPENDING ACCOUNT ADMI |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 230.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 115.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 200.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 370.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 230.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 200.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 115.00    | RENTAL & SERVICE OF PORTABLE T |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC   | 03/05/2021 | 200.00    | RENTAL & SERVICE OF PORTABLE T |

**TOTAL ACH TRANSFER**

**209,427.37**

|      |                |            |      |                           |
|------|----------------|------------|------|---------------------------|
| 5707 | REFUND PAYEEZY | 03/05/2021 | 0.30 | REFUND WELL PERMIT 297191 |
|------|----------------|------------|------|---------------------------|

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

|      |                |            |          |                                |
|------|----------------|------------|----------|--------------------------------|
| 5707 | REFUND PAYEEZY | 03/05/2021 | 30.00    | REFUND WELL PERMIT 296817      |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 50.00    | REFUND WELL PERMIT 296946      |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 50.00    | REFUND WELL PERMIT 296858      |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 50.00    | REFUND WELL PERMIT 296826      |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 15.00    | REFUND WELL PERMIT 296856      |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 100.00   | REFUND WUP PERMIT 5514-2       |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 500.00   | REFUND WUP PERMIT 297015       |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 100.00   | REFUND PERMIT 297168           |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 100.00   | REFUND WUP PERMIT 297164-1     |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 150.00   | REFUND WELL PERMIT 291148-1    |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 168.00   | REFUND FOR PAYMENT IN ERROR NO |
| 5707 | REFUND PAYEEZY | 03/05/2021 | 1,400.00 | BETHANY WOMACK P297246 WITHDRA |

**TOTAL DIRECT DISBURSEMENTS**

**2,713.30**

**TOTAL AP**

**458,182.18**

**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>     |
|---------------|---|-------------------|--------------------|--------------------------------|
| 5768          | ALFORD BROTHERS INC                         | 03/11/2021        | 11.95              | MINOR REPAIRS FOR WMD-96377    |
| 5768          | ALFORD BROTHERS INC                         | 03/11/2021        | 11.95              | MINOR REPAIRS FOR WMD-96377    |
| 5748          | AMIGO FORESTRY SERVICE, INC.                | 03/11/2021        | 60,064.14          | 2021 HAND PLANTING SVS- REFORE |
| 4778          | BENSON'S HEATING AND AIR CONDITIONING, INC. | 03/11/2021        | 769.40             | REPAIR LIEBERT A/C UNIT IN SER |
| 4778          | BENSON'S HEATING AND AIR CONDITIONING, INC. | 03/11/2021        | 75.00              | REPAIR LIEBERT A/C UNIT IN SER |
| 5696          | MATT BRYANT                                 | 03/11/2021        | 169.99             | TRAVEL REIMBURSEMENT           |
| 5689          | WILLIAM D JONES                             | 03/11/2021        | 564.00             | MAIN SEWER LINE CLOG - HQ      |
| 5428          | CARDNO, INC                                 | 03/11/2021        | 36,857.00          | AS NEEDED ECOLOGICAL, HYROLOGI |
| 3269          | CDW GOVERNMENT, INC.                        | 03/11/2021        | 9,084.86           | VEEAM BACKUP AND REPLICATION S |
| 3538          | CITY OF APALACHICOLA                        | 03/11/2021        | 1,720.00           | CONSTRUCTION OF STORMWATER RET |
| 5131          | CITY OF DEFUNIAK SPRINGS                    | 03/11/2021        | 192.49             | WATER/SEWER DEFUNIAK SPRINGS   |
| 3424          | DURRA-QUICK-PRINT INC.                      | 03/11/2021        | 20.00              | BUSINESS CARDS-SKOWRONSKI      |
| 3424          | DURRA-QUICK-PRINT INC.                      | 03/11/2021        | 25.00              | BUSINESS CARDS                 |
| 4748          | EAST MILTON WATER SYSTEM                    | 03/11/2021        | 10.25              | WATER - MILTON OFFICE          |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 4,197.89           | AG COST SHARE AGREEMENT        |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 5,957.62           | AG COST SHARE AGREEMENT        |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 3,212.39           | AG COST SHARE                  |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 4,986.38           | AG AGREEMENT                   |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 2,865.75           | AG COST SHARE AGREEMENT        |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 3,349.63           | AG COST SHARE                  |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 3,204.00           | AG COST SHARE AGREEMENT        |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 4,221.89           | AG COST SHARE                  |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 5,209.13           | AG COST SHARING                |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 2,599.13           | AG AGREEMENT                   |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 2,532.37           | AG COST SHARE AGREEMENT        |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 1,853.25           | AG AGREEMENT                   |
| 5774          | FORRESTER PRODUCE, INC.                     | 03/11/2021        | 1,809.01           | AG COST SHARE AGREEMENT        |
| 5566          | JAMIE ALLEN GREEN                           | 03/11/2021        | 34,700.84          | AG BMP COST SHARE / CROP ROTAT |
| 916           | GULF POWER COMPANY                          | 03/11/2021        | 547.74             | ELECTRIC - MILTON FIELD OFFICE |
| 5775          | KELLIE RALSTON                              | 03/11/2021        | 209.79             | TRAVEL REIMBURSEMENT           |
| 2299          | LIBERTY COUNTY SOLID WASTE                  | 03/11/2021        | 32.00              | SOLID WASTE DUMPSTER-FL RIVER  |
| 5610          | OKALOOSA-WALTON SECURITY & SURVEILLANCE     | 03/11/2021        | 108.88             | SECURITY BADGES-DFS            |
| 4090          | JERRY PATE                                  | 03/11/2021        | 11.00              | TRAVEL REIMBURSEMENT           |

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

|      |                                     |            |          |                                |
|------|-------------------------------------|------------|----------|--------------------------------|
| 4849 | NICK PATRONIS                       | 03/11/2021 | 289.89   | TRAVEL REIMBURSEMENT           |
| 3960 | GEORGE ROBERTS                      | 03/11/2021 | 289.89   | TRAVEL REIMBURSEMENT           |
| 5420 | SOUTHERN FORESTRY CONSULTANTS, INC. | 03/11/2021 | 1,187.00 | TIMBER APPRAISAL               |
| 5437 | SRM CONCRETE                        | 03/11/2021 | 577.00   | CONCRETE FOR TOILET STANDS     |
| 5737 | TELECHECK SERVICES, INC.            | 03/11/2021 | 59.20    | EPERMITTING FEES - TELECHECK   |
| 3568 | THOMPSON TRACTOR CO., INC.          | 03/11/2021 | 576.99   | CAT D5 DOZER AND 299 SKID STEE |
| 4626 | WASTE PRO OF FLORIDA, INC           | 03/11/2021 | 200.00   | DUMPSTER FOR ECONFINA OFFICE A |

**TOTAL CHECKS**

**194,364.69**

|      |  |            |           |                                |
|------|--|------------|-----------|--------------------------------|
| 3293 | ANGUS G. ANDREWS, JR.                    | 03/12/2021 | 194.66    | TRAVEL REIMBURSEMENT           |
| 5089 | ATKINS NORTH AMERICA, INC.               | 03/12/2021 | 5,936.05  | RISK MAP PROGRAM SUPPORT       |
| 5450 | CAITLIN BRONGEL                          | 03/12/2021 | 954.97    | TRAVEL REIMBURSEMENT           |
| 4845 | CALHOUN COUNTY SHERIFF'S OFFICE          | 03/12/2021 | 1,024.00  | LAW ENFORCEMENT - CONTRACT NO  |
| 4944 | BRETT CYPHERS                            | 03/12/2021 | 345.32    | TRAVEL REIMBURSEMENT           |
| 3126 | DEWBERRY ENGINEERS, INC                  | 03/12/2021 | 2,371.09  | WATER RESOURCES PROJECT SUPPOR |
| 45   | DMS                                      | 03/12/2021 | 304.00    | OFFSITE DATA STORAGE           |
| 5701 | GRICE & SON PORT A POTTI, LLC            | 03/12/2021 | 380.00    | PORTABLE TOILETS               |
| 3942 | A & W VENTURES, L.C.                     | 03/12/2021 | 156.34    | PORTABLE TOILET FOR PHIPPS PAR |
| 2268 | INNOVATIVE OFFICE SOLUTIONS, INC         | 03/12/2021 | 837.00    | EMCUMBRANCE PO FOR PHONE SYSTE |
| 61   | JACKSON COUNTY FLORIDAN                  | 03/12/2021 | 78.25     | WATER USE PERMIT LEGAL AD      |
| 5227 | MAC'S AUTO SERVICE                       | 03/12/2021 | 329.22    | SERVICE AND REPAIRS TO WMD 242 |
| 5641 | MUNROE FOREST & WILDLIFE MANAGEMENT, INC | 03/12/2021 | 6,874.88  | PRESCRIBED BURN - ENCUMBER TO  |
| 4368 | PROFESSIONAL HEALTH EXAMINERS            | 03/12/2021 | 50.00     | LABORATORY TESTING             |
| 3823 | KENNETH ANDREW ROACH                     | 03/12/2021 | 146.00    | TRAVEL REIMBURSEMENT           |
| 3823 | KENNETH ANDREW ROACH                     | 03/12/2021 | 126.00    | TRAVEL REIMBURSEMENT           |
| 3823 | KENNETH ANDREW ROACH                     | 03/12/2021 | 126.00    | TRAVEL REIMBURSEMENT           |
| 5517 | SAVANNAH SHELL                           | 03/12/2021 | 171.77    | TRAVEL REIMBURSEMENT           |
| 4955 | TERRY'S HOME & LAWN MAINTENANCE, INC.    | 03/12/2021 | 3,401.90  | RECREATION SITE CLEANUP-CONTRA |
| 4955 | TERRY'S HOME & LAWN MAINTENANCE, INC.    | 03/12/2021 | 200.00    | JANITORIAL SERVICES FOR MILTON |
| 5336 | TETRA TECH, INC                          | 03/12/2021 | 23,426.50 | AS NEEDED HYDROLOGICAL SERVICE |
| 5336 | TETRA TECH, INC                          | 03/12/2021 | 11,057.50 | AS NEEDED HYDROLOGICAL SERVICE |
| 5336 | TETRA TECH, INC                          | 03/12/2021 | 6,872.00  | AS NEEDED HYDROLOGICAL SERVICE |

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

**TOTAL ACH TRANSFER** 65,363.45

**TOTAL AP** 259,728.14

**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> |
|---------------|-----------------------------------|-------------------|-------------------------|----------------------------|
| 1616          | BLUE CROSS/BLUE SHIELD OF FLORIDA | 03/15/2021        | 52,361.22               | MEDICAL INSURANCE          |
|               | <b>TOTAL AP</b>                   |                   | <u><u>52,361.22</u></u> |                            |

**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>     |
|---------------------|--|-------------------|-------------------------|--------------------------------|
| 5635                | CAMPLIFE, INC                            | 03/18/2021        | 16,074.00               | CAMPLIFE RESERVATION SYSTEM MA |
| 5689                | WILLIAM D JONES                          | 03/18/2021        | 661.25                  | MAIN SEWER LINE CLOG - HQ      |
| 1709                | DIVISION OF ADMINISTRATIVE HEARINGS      | 03/18/2021        | 38.75                   | DOAH-DIAZ                      |
| 5749                | DUMPSTER SERVICES LLC                    | 03/18/2021        | 400.00                  | ROLL OFF DUMPSTERS             |
| 2713                | FL DEPT OF AG. & CONSUMER SERVICES       | 03/18/2021        | 648.00                  | PRESCRIBED BURN ASSISTANCE     |
| 2701                | FLORIDA MUNICIPAL INSURANCE TRUST        | 03/18/2021        | 27,677.42               | 3RD INSTALLMENT FY 20-21       |
| 26                  | FL. SECRETARY OF STATE DIV OF ADMIN SERV | 03/18/2021        | 45.78                   | GOVERNING BOARD FAR ADS FY 20- |
| 26                  | FL. SECRETARY OF STATE DIV OF ADMIN SERV | 03/18/2021        | 41.30                   | FAR AD FOR WELL DRILLING ITB21 |
| 5410                | GUARDIAN AUTOMOTIVE                      | 03/18/2021        | 42.50                   | MINOR REPAIRS FOR REG AND ERP  |
| 2941                | HACH COMPANY                             | 03/18/2021        | 281.71                  | CALIBRATION STANDARS FOR TURBI |
| 5412                | HAMMOND ENGINEERING, INC.                | 03/18/2021        | 100.00                  | HAMMOND P297116 EPERMIT DISCOU |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 255.55                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 347.28                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 226.24                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 102.31                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 205.21                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 214.46                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 110.25                  | KONICA MINOLTA COPIER LEASE RE |
| 698                 | KONICA MINOLTA BUSINESS SOLUTIONS USA    | 03/18/2021        | 222.99                  | KONICA MINOLTA COPIER LEASE RE |
| 56                  | MAC PAPERS INC. - TALLAHASSEE            | 03/18/2021        | 812.25                  | RESTOCK PAPER SUPPLY           |
| 4767                | MARTIN WELL DRILLING, INC.               | 03/18/2021        | 15.00                   | REFUND WELL PERMIT 296278      |
| 5680                | MCKENZIE MOTOR COMPANY                   | 03/18/2021        | 63.49                   | MINOR REPAIRS FOR REG VEHICLES |
| 5778                | MISSOURI WATER WELL ASSOCIATION          | 03/18/2021        | 189.65                  | BOOKS-WELLS                    |
| 1205                | OFFICE DEPOT, INC.                       | 03/18/2021        | 64.37                   | REG OFFICE SUPPLIES            |
| 3074                | ST. JOHNS RIVER WATER MGMT DISTRICT      | 03/18/2021        | 18,720.00               | DISTRICT E-PERMITTING SYSTEM   |
| 5218                | WAGeworks, INC.                          | 03/18/2021        | 56.55                   | COBRA ADMINISTRATION           |
| <b>TOTAL CHECKS</b> |  |                   | <b><u>67,616.31</u></b> |                                |
| 5702                | AUTO ALLEY INC                           | 03/19/2021        | 90.19                   | RUNNING PO FOR MINOR REPAIRS O |
| 5702                | AUTO ALLEY INC                           | 03/19/2021        | 92.09                   | RUNNING PO FOR MINOR SERVICE O |
| 5702                | AUTO ALLEY INC                           | 03/19/2021        | 769.49                  | FUEL PUMP REPLACEMENT FOR WMD- |
| 5729                | CHIPOLA FORESTRY SERVICES LLC            | 03/19/2021        | 38,250.00               | HURRICANE DEBRIS SERVICES      |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

**COMPUTER PAID/EFT CHECKS**

|      |  |            |           |                                   |
|------|--|------------|-----------|-----------------------------------|
| 2453 | ESCAMBIA COUNTY PROPERTY APPRAISER       | 03/19/2021 | 3,585.23  | 3RD QTR FY 20-21                  |
| 3337 | FORESTECH CONSULTING                     | 03/19/2021 | 400.00    | SUPPORT, TRAINING AND HOSTING     |
| 5071 | GASTON TREE DEBRIS RECYCLING, LLC        | 03/19/2021 | 18,107.00 | CONTRACT #20-061 TO 1 - RETAINAGE |
| 5071 | GASTON TREE DEBRIS RECYCLING, LLC        | 03/19/2021 | 96,270.00 | HURRICANE DEBRIS SERVICES         |
| 4952 | LAW, REDD, CRONA & MUNROE, P.A.          | 03/19/2021 | 4,280.50  | INSPECTOR GENERAL SERVICES AGR    |
| 5641 | MUNROE FOREST & WILDLIFE MANAGEMENT, INC | 03/19/2021 | 6,098.80  | PRESCRIBED BURN - ENCUMBER TO     |
| 64   | PANAMA CITY NEWS HERALD                  | 03/19/2021 | 57.92     | PUBLISH 2021 GBM SCHEDULE PANA    |
| 4607 | QUADIENT LEASING USA, INC                | 03/19/2021 | 1,087.65  | MAILING SYSTEMS FOR HQ AND DEF    |
| 3851 | SOUTHEASTERN SURVEYING & MAPPING CORP    | 03/19/2021 | 28,265.80 | AS NEEDED PROFESSIONAL SURVEYI    |
| 3696 | URS CORPORATION                          | 03/19/2021 | 1,006.00  | OKALOOSA CO DFIRM UPDATE          |
| 3696 | URS CORPORATION                          | 03/19/2021 | 27,997.00 | 109 PANHANDLE RISKMAP CONV        |
| 3696 | URS CORPORATION                          | 03/19/2021 | 23,587.00 | 118 RISK MAP PROJECT CHIPOLA W    |
| 3696 | URS CORPORATION                          | 03/19/2021 | 1,012.00  | 119 RISK MAP PROJECT NEW RIVER    |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC        | 03/19/2021 | 1,486.49  | REIMBURSEMENT TO REPLACE UNIT     |

**TOTAL ACH TRANSFER**

**252,443.16**

|      |                 |            |          |                                |
|------|-----------------|------------|----------|--------------------------------|
| 2967 | BANK OF AMERICA | 03/19/2021 | 97.01    | HQ OFFICE SUPPLIES-AMAZON      |
| 2967 | BANK OF AMERICA | 03/19/2021 | 1,779.98 | (2) SAMSUNG 65 INCH TVS FOR AC |
| 2967 | BANK OF AMERICA | 03/19/2021 | 179.98   | OFFICE CHAIR (AMAZON)          |
| 2967 | BANK OF AMERICA | 03/19/2021 | 159.99   | ANNUAL DIGITAL SUBSCRIPTION TO |
| 2967 | BANK OF AMERICA | 03/19/2021 | 599.88   | ADOBE CREATIVE CLOUD FOR JIM L |
| 5707 | REFUND PAYEEZY  | 03/19/2021 | 50.00    | WELLS REFUND PERMIT 296413-2   |
| 5707 | REFUND PAYEEZY  | 03/19/2021 | 150.00   | REFUND WUP PERMIT 2E-063-29726 |
| 2967 | BANK OF AMERICA | 03/19/2021 | 2,731.78 | P-CARD CHARGES                 |
| 2967 | BANK OF AMERICA | 03/19/2021 | 50.00    | REG SUNPASS                    |
| 2967 | BANK OF AMERICA | 03/19/2021 | 50.94    | WEBCAM/SPEAKER ORDER FROM AMAZ |
| 2967 | BANK OF AMERICA | 03/19/2021 | 1.00     | DIGITAL NEWSPAPER SUBSCRIPTION |

**TOTAL DIRECT DISBURSEMENTS**

**5,850.56**

**TOTAL AP**

**325,910.03**



**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>      |
|---------------------|-------------------------------------|-------------------|-------------------------|---------------------------------|
| 5748                | AMIGO FORESTRY SERVICE, INC.        | 03/25/2021        | 3,003.21                | RETURN PERFORMANCE BOND         |
| 4180                | BANK OF AMERICA                     | 03/25/2021        | 793.14                  | TRANSACTION FEES FOR E-PERMITT  |
| 4676                | CITY OF MILTON FLORIDA              | 03/25/2021        | 72.23                   | DUMPSTER SERVICE                |
| 4676                | CITY OF MILTON FLORIDA              | 03/25/2021        | 20.70                   | SEWER MILTON OFFICE             |
| 3289                | CITY OF TALLAHASSEE                 | 03/25/2021        | 41.13                   | ELECTRIC DATA COLLECTION-LAKES  |
| 5749                | DUMPSTER SERVICES LLC               | 03/25/2021        | 400.00                  | ROLL OFF DUMPSTERS              |
| 2713                | FL DEPT OF AG. & CONSUMER SERVICES  | 03/25/2021        | 9,200.00                | CONTAINERIZED SLASH PINE SEEDL  |
| 2291                | GULF COAST ELECTRIC COOPERATIVE,INC | 03/25/2021        | 306.66                  | ELECTRIC SERVICE - EFO          |
| 1090                | HR DIRECT                           | 03/25/2021        | 79.99                   | REQUIRED FEDERAL AND STATE POS  |
| 1090                | HR DIRECT                           | 03/25/2021        | 79.99                   | REQUIRED FEDERAL AND STATE POS  |
| 1090                | HR DIRECT                           | 03/25/2021        | 79.99                   | REQUIRED FEDERAL AND STATE POS  |
| 1090                | HR DIRECT                           | 03/25/2021        | 79.99                   | REQUIRED FEDERAL AND STATE POS  |
| 1090                | HR DIRECT                           | 03/25/2021        | 79.99                   | REQUIRED FEDERAL AND STATE POS  |
| 1695                | JAMES MOORE & COMPANY               | 03/25/2021        | 17,000.00               | INDEPENDENT AUDITOR SERVICES    |
| 5294                | KRONOS, INCORPORATED                | 03/25/2021        | 8.74                    | TIMESHEET PROGRAM               |
| 4849                | NICK PATRONIS                       | 03/25/2021        | 89.00                   | TRAVEL REIMBURSEMENT            |
| 4715                | PINE ENVIRONMENTAL SERVICES, INC.   | 03/25/2021        | 104.40                  | CONDUCTIVITY STANDARTS          |
| 3960                | GEORGE ROBERTS                      | 03/25/2021        | 89.00                   | TRAVEL REIMBURSEMENT            |
| 5015                | WESTON TRAWICK, INC.                | 03/25/2021        | 625.00                  | ELECTRICAL MAINTENANCE AROUND   |
| 4038                | WINDSTREAM COMMUNICATIONS           | 03/25/2021        | 64.82                   | 800 NUMEBRS & EFO LONG DISTANCE |
| <b>TOTAL CHECKS</b> |                                     |                   | <b><u>32,217.98</u></b> |                                 |
| 5763                | AFTERMATH DISASTER RECOVERY, INC.   | 03/26/2021        | 6,300.00                | PITT SPRING FLOATING DOCK       |
| 3293                | ANGUS G. ANDREWS, JR.               | 03/26/2021        | 106.80                  | TRAVEL REIMBURSEMENT            |
| 5702                | AUTO ALLEY INC                      | 03/26/2021        | 58.11                   | RUNNING PO FOR MINOR REPAIRS O  |
| 5702                | AUTO ALLEY INC                      | 03/26/2021        | 383.58                  | RUNNING PO FOR MINOR REPAIRS O  |
| 5702                | AUTO ALLEY INC                      | 03/26/2021        | 160.92                  | RUNNING PO FOR MINOR REPAIRS F  |
| 3126                | DEWBERRY ENGINEERS, INC             | 03/26/2021        | 7,141.02                | RISK MAP PROGRAM SUPPORT        |
| 3126                | DEWBERRY ENGINEERS, INC             | 03/26/2021        | 7,910.35                | RISK MAP PROGRAM SUPPORT        |
| 4807                | WEX BANK                            | 03/26/2021        | 8,144.23                | FUEL/REPAIRS                    |
| 4807                | WEX BANK                            | 03/26/2021        | 1,025.00                | WEX TELEMATICS FLEET MANAGEMEN  |
| 4807                | WEX BANK                            | 03/26/2021        | 25.00                   | FLEET MANAGEMENT SYSTEM - LAND  |

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

|      |                                    |            |           |                                |
|------|------------------------------------|------------|-----------|--------------------------------|
| 4807 | WEX BANK                           | 03/26/2021 | 50.00     | WEX TELEMATICS FLEET MANAGEMEN |
| 3603 | JIM STIDHAM & ASSOCIATES, INC.     | 03/26/2021 | 4,220.00  | AS NEEDED HYDROLOGICAL SERVICE |
| 3603 | JIM STIDHAM & ASSOCIATES, INC.     | 03/26/2021 | 2,896.00  | AS NEEDED HYDROLOGICAL SERVICE |
| 3603 | JIM STIDHAM & ASSOCIATES, INC.     | 03/26/2021 | 7,048.00  | AS NEEDED HYDROLOGICAL SERVICE |
| 63   | NORTHWEST FLORIDA DAILY NEWS       | 03/26/2021 | 290.97    | WATER USE PERMIT LEGAL AD      |
| 4090 | JERRY PATE                         | 03/26/2021 | 165.54    | TRAVEL REIMBURSEMENT           |
| 3104 | SOUTHERN WATER SERVICES, LLC       | 03/26/2021 | 300.00    | CARTER CHECK STATION WATER TES |
| 2631 | WASHINGTON COUNTY SHERIFF'S OFFICE | 03/26/2021 | 12,068.00 | LAW ENFORCEMENT AND SECURITY   |
| 5060 | EXTREME LOGISTICS GULF COAST, LLC  | 03/26/2021 | 115.00    | RENTAL & SERVICE OF PORTABLE T |

**TOTAL ACH TRANSFER**

**58,408.52**

**TOTAL AP**

**90,626.50**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

MARCH 2021

|                   |            |    |                   |
|-------------------|------------|----|-------------------|
| DIRECT DEPOSIT    | 03/12/2021 | \$ | 220,171.72        |
| CHECKS            | 03/12/2021 |    | 3,046.09          |
| FLEX SPENDING EFT | 03/12/2021 |    | 1,669.16          |
| DIRECT DEPOSIT    | 03/26/2021 |    | 219,100.65        |
| CHECKS            | 03/26/2021 |    | 3,801.77          |
| FLEX SPENDING EFT | 03/26/2020 |    | 1,669.16          |
|                   |            | \$ | <u>449,458.55</u> |

APPROVED:

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

May 13, 2021  
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: April 28, 2021

SUBJECT: Consideration of Acceptance of the Audited Financial Statements for Fiscal Year 2019-2020

---

**Recommendation**

Staff recommends the Governing Board accept the District's September 30, 2020, audited financial statements as presented.

**Background**

The District's independent audit firm, James Moore & Company, P.L., will present the results of their audit of the District's financial statements for the fiscal year ending September 30, 2020.

The Financial Report is provided as a separate document for your review and consideration.

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: May 4, 2021

SUBJECT: Consideration of Amendment No. 9 to the Fiscal Year 2020-2021 Budget and Related Purchases

---

### Recommendation

Staff recommends the Governing Board adopt Resolution No. 889 amending the Fiscal Year 2020-2021 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund, approve the purchase of Oracle licensing, and authorize the Executive Director to approve a purchase order not to exceed \$140,000.

### Background

Amendment 9 realigns budget and two positions within and across programs, activities, projects, and budget categories. This amendment does not increase or decrease the total count of authorized positions or total District budget.

- The District has been notified that an upgrade to Oracle licensing is required to remain current within the St. Johns River Water Management District ePermit System. The upgrade will enable the District to take advantage of future functionality and other upgrades under development, as well as benefit from discounted pricing if purchased in this fiscal year. Available budget of \$140,000 from Activity 120 “Research, Data Collection, Analysis and Monitoring” in Contracted Services will transfer to Activity 450 “Technology and Information Services” in Operating Expenses for the Regulatory Services Division.
- Plans are to install steps along the shoreline of Econfina Creek for better access to the Pitt Spring Day Use Area. Available budget of \$40,000 from Activity 120 in Contracted Services will transfer to 260 “Other Acquisition and Restoration” in Fixed Capital Outlay for the Resource Management Division.
- To better utilize two existing full-time equivalent positions (FTEs), one FTE in the Division of Regulatory Services and one FTE in the Division of Asset Management are to be deleted and two FTEs are to be added to the Office of Executive Director. Positions to be deleted are a vacant Regulatory Support Specialist I and a Lands Manager I. The positions to be added are a Project Implementation Program Manager and Senior Project Implementation Program

Manager. Personnel budget for the two new positions are to be allocated across Regulatory Services, Asset Management, Resource Management, and Administration divisions and will be incorporated into the Fiscal Year 2021-2022 Tentative Budget. Related personnel costs for this fiscal year will be absorbed with the exception of two budget transfers that total \$27,000 in Salaries and Benefits within Programs 1 and 4 due to the reallocation of personnel costs resulting from a reorganization between two divisions and the Office of Executive Director.

Summary of Fund Impact to Expense Budget:

| <b><u>Fund Source</u></b> | <b><u>Increase</u></b> | <b><u>Decrease</u></b> | <b><u>Impact</u></b> |
|---------------------------|------------------------|------------------------|----------------------|
| General Fund              | 0                      | (17,000)               | (17,000)             |
| Projects Fund             | 17,000                 | (180,000)              | (163,000)            |
| Land Management Fund      | 150,000                | (10,000)               | 140,000              |
| Regulation Fund           | 40,000                 | (0)                    | 40,000               |
|                           | <u>207,000</u>         | <u>(207,000)</u>       | <u>0</u>             |



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. 889 AMENDMENT NUMBER 8 TO FISCAL YEAR 2020-2021 BUDGET**

**WHEREAS**, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

**WHEREAS**, by Resolution No. 877, after a public hearing on September 24, 2020, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2020 through September 30, 2021; and

**WHEREAS**, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

**WHEREAS**, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the budget; and

**WHEREAS**, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

**NOW THEREFORE BE IT RESOLVED** by the Governing Board of the Northwest Florida Water Management District, that:

The budget is hereby amended as summarized in the memorandum dated May 4, 2021, requesting Amendment No. 9 to the Fiscal Year 2020-2021 budget. Amendment No. 9 provides for the deletion and addition of two full-time equivalent positions and cost-neutral budget transfers in the amount of \$207,000. This amendment recognizes the reallocation of budget authority within and across programs, activities, projects, and budget categories to properly reflect activities performed and estimated costs. This amendment does not increase or decrease the total count of authorized positions or total District budget.

**ADOPTED AND APPROVED** this 13<sup>h</sup> day of May 2021, A.D.

**ATTEST:**

\_\_\_\_\_  
George Roberts, Chair

\_\_\_\_\_  
Brett Cyphers, Acting Secretary-Treasurer

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

GUS ANDREWS  
DeFuniak Springs

TED EVERETT  
Chipley

NICK PATRONIS  
Panama City Beach

KELLIE RALSTON  
Tallahassee

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: April 28, 2021

SUBJECT: Consideration of Amendment No. 10 to the Fiscal Year 2020-2021 Budget  
Adjusting Beginning Fund Balances

---

**Recommendation**

Staff recommends the Governing Board approve Amendment No. 10 to the Fiscal Year 2020-2021 Budget adjusting fund balances.

**Background**

Amendment No. 10 updates the beginning budgeted fund balances to the FY 2020-2021 budget, based on the audited financial statements as of September 30, 2020.

Each year, after completion and approval of the prior year's audited financial statements, the audited ending fund balances are brought forward into the current year's budget in the form of an amendment. Funds impacted by the adjusted balances include the General Fund, Capital Improvement and Land Acquisition Fund, Special Projects Fund, Lands Management Fund, Regulation Fund, and Mitigation Fund.

In addition to the fund balances, the audited financial statements provide the unearned revenue available for the current and future year budgets.



**FY 2020-2021 Beginning Fund Balance and Available Resources**

| Fund   | Fund Balance | Unearned Revenue | Available Resources |
|--|--------------|------------------|---------------------|
| General Fund                                   | 16,094,431   | 0                | 16,094,431          |
| Capital Improvement and Lands Acquisition Fund | 299,879      | 840,051          | 1,139,930           |
| Special Projects Fund                          | 3,436,226    | 2,696,017        | 6,132,243           |
| Lands Management Fund                          | 4,364,251    | 58,142           | 4,422,393           |
| Regulation Fund                                | 3,474,678    | 0                | 3,474,678           |
| Mitigation Fund                                | 2,616,230    | 12,599,164       | 15,215,394          |
|  | 30,285,695   | 16,193,374       | 46,479,069          |

These adjustments impact the beginning and ending fund balances and transfers across funds.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: March 24, 2021

SUBJECT: Information Item - Overview of Payment in Lieu of Taxes for 2020

---

Chapter 373.59, Florida Statutes, requires the District to make Payment in Lieu of Taxes (PILT) annually on District land purchases to qualifying counties. The payment reflects the ad valorem tax losses incurred as a result of these purchases. A county qualifies if its population is 150,000 people or fewer. Since 1992 and including this calendar year, the District will have paid \$1.96 million to qualifying counties.

Counties that qualify include the following along with their respective payment for the 2020 calendar year.

| <b><u>County</u></b> | <b><u>PILT Amount for 2020</u></b> |
|----------------------|------------------------------------|
| Calhoun              | \$ 5,828.71                        |
| Holmes               | \$ 1,997.13                        |
| Jackson              | \$ 9,281.89                        |
| Liberty              | \$ 7,533.05                        |
| Wakulla              | \$ 1,197.96                        |
| Walton               | \$ 19,338.24                       |
| Washington           | \$ 41,615.07                       |
| <b>TOTAL</b>         | <b>\$ 86,792.05</b>                |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Frank Powell, Director, Division of Asset Management

DATE: April 28, 2021

SUBJECT: Consideration of Land Donation from Escambia County; Perdido River  
WMA

---

**Recommendation**

Staff recommends the Governing Board accept the donation of 35.71 acres of land from Escambia County, subject to removal of Restrictive Covenants recorded in OR Book 7759, Page 1219, a clean Phase I Environmental Site Assessment and title search, and authorize the Executive Director to execute the closing documents for this donation on behalf of the District, all subject to legal counsel review and approval.

**Background**

Escambia County has approached the District about accepting 35.71 acres of land as a donation to satisfy a consent order. The subject property is located in Escambia County and is adjacent to the Dutex tract on three sides that was purchased by the District in 2009 to satisfy delinquent DOT mitigation permit requirements for highway construction improvements for U.S. Highway 98 and Blue Angel Parkway. This tract is located between Perdido Bay and Saufley Field (a naval training facility). The tract is encumbered with Restrictive Covenants and Escambia County will remove these covenants prior to the donation of the land to the District.

The donation of this property to the District will eliminate an inholding within the District's ownership and allow the District to conduct prescribed burning and exotic and nuisance species control. Removing the subject property from prescribed burning and other land management activities requires additional efforts by District staff. In addition, the Dutex tract is part of the Perdido River WMA and allows for recreational opportunities. The subject property will be added to the Perdido River WMA and allow for the appropriate recreational opportunities.

FP/cb



Escambia County Donation within Dutex Tract  
 Perdido River Water Management Area  
 Section 38, Township 1 South, Range 31 West  
 Escambia County  
 35.71 Acres

Escambia Donation Parcel  
 NFWMD Owned Lands  
 NFWMD Conservation Easements

0 0.13 0.25 0.5 Miles

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff

FROM: Frank Powell, Director, Division of Asset Management

DATE: April 19, 2021

SUBJECT: Consideration of Acceptance of Appraisal and Approval of Purchase and Sale Agreement for the Purchase of the Petty Property; Econfina Creek WMA

---

**Recommendation:**

Staff recommends the Governing Board accept the appraisal prepared by Brown, Bevis Real Estate Appraisers, Inc. for the Petty Property in Bay County, and authorize the Executive Director to execute the Purchase and Sale Agreement for \$34,200.00 and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller. In addition, authorize the Executive Director to correct technical or scrivener errors related to this acquisition.

**Background:**

Staff obtained one appraisal for the fee simple purchase of the Petty property. The appraisal was prepared by Brown Bevis Real Estate Appraisers, Inc. The above-named appraiser is on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement. The acquisition will include the fee simple purchase of 11.40 acres +/- as shown on the attached maps in Bay County from Mr. Jimmy Petty, Mr. Charles Bodiford and Ms. Kitti Bodiford. The property consists mainly of forested uplands.

The Petty property is located within the Econfina Springs Groundwater Contribution Area, is surrounded on three sides by District land and will be part of the Econfina Creek WMA, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of 11.40 acres +/- is \$34,200. The purchase price does not include any closing costs.

The purchase of this property will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2020-21 budget for this acquisition.

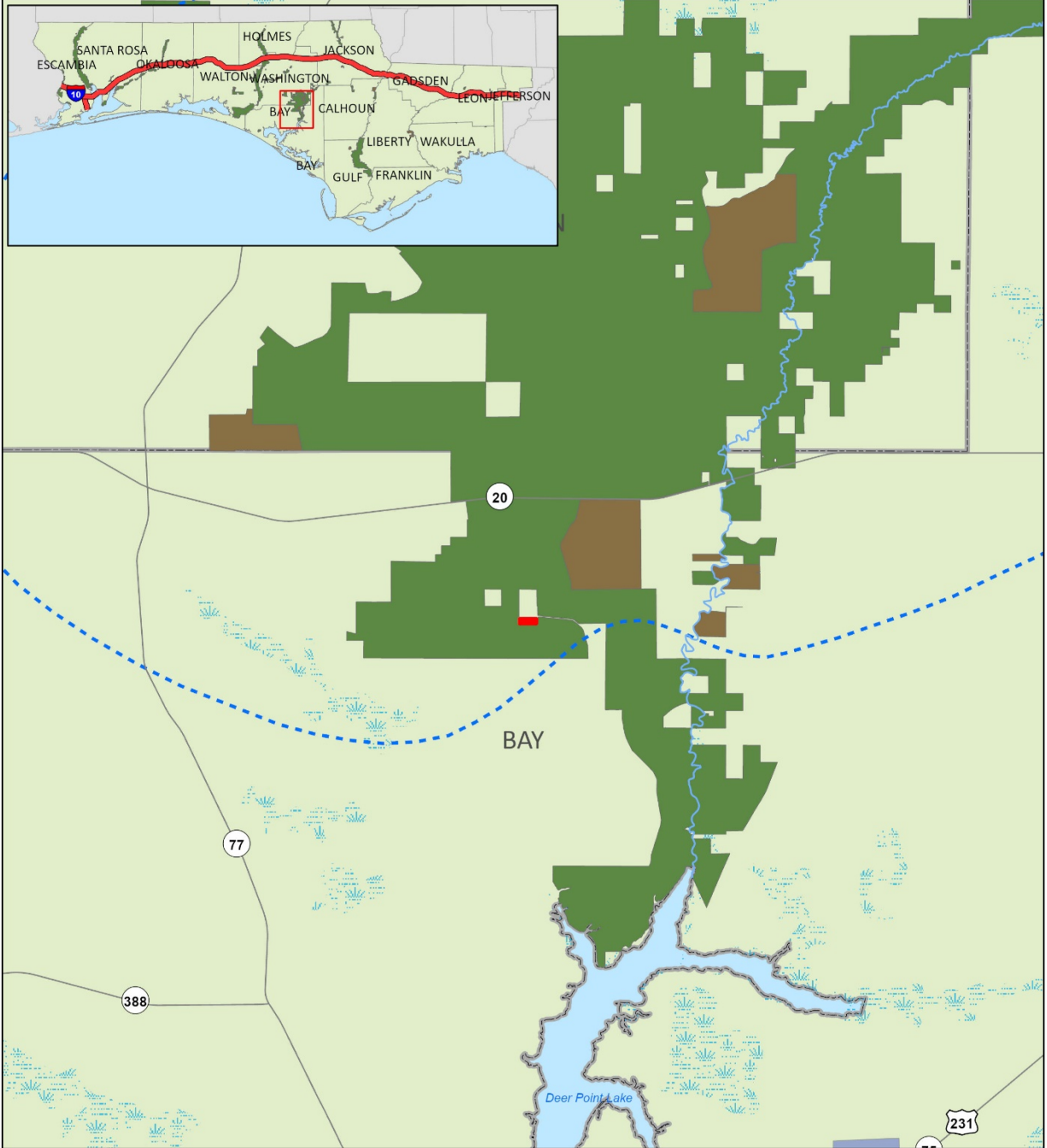
Appraisal. The District paid for the appraisal at a cost of \$2,800.

Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, if applicable.

Environmental Site Assessment. The District will pay for the environmental site assessment.

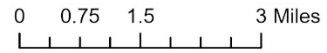
Title Insurance. The District will pay for the cost of the title exam and premium, the cost of document preparation and recording fees. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

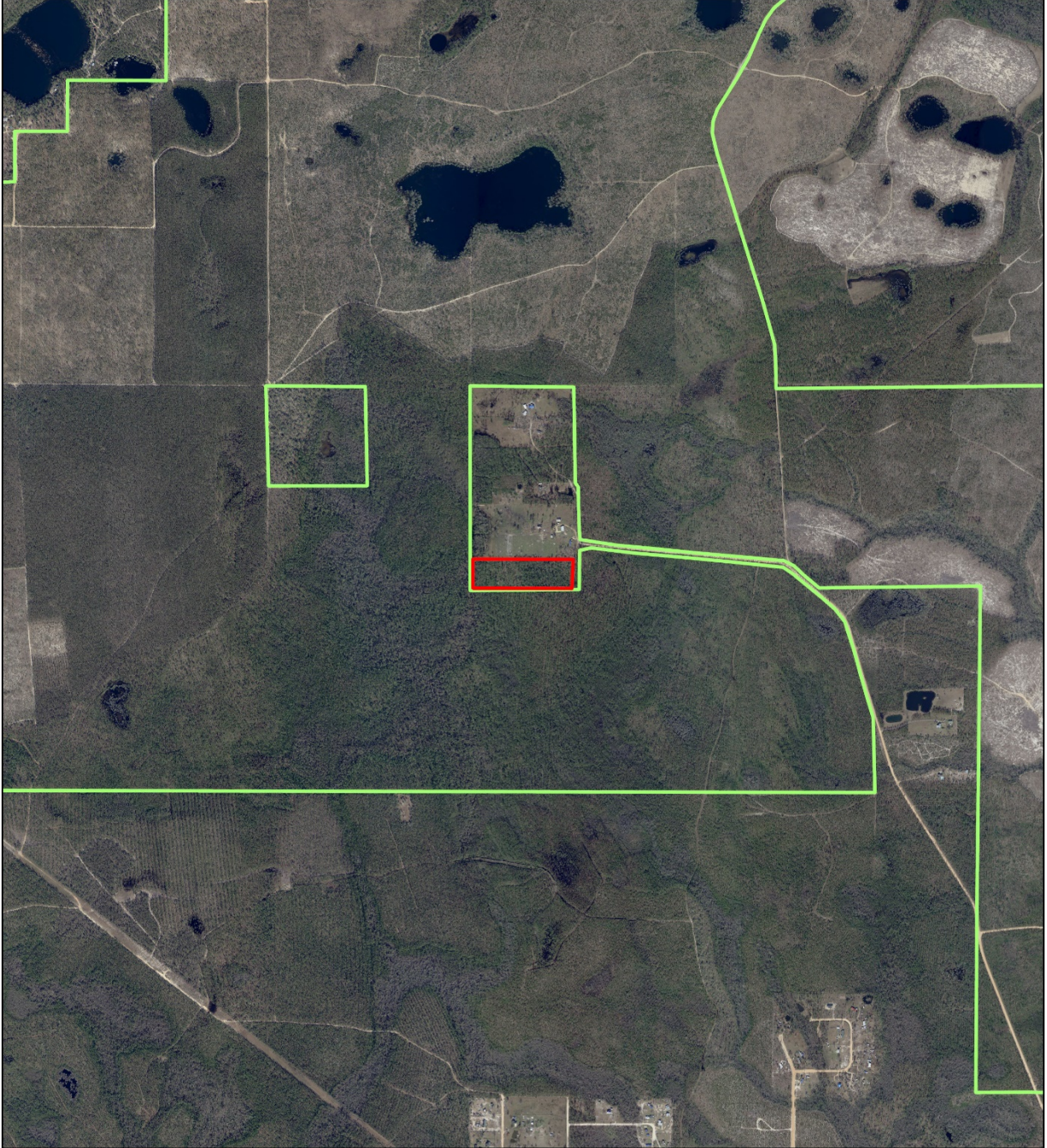
FP/cb



- Parcels
- Econfina Springs GWCA
- District Lands
- District Conservation Easements

General Location Map  
 Jimmy & Sherry Petty Parcel Preacquisition  
 Econfina Creek Water Management Area  
 Section 13, Township 1S, Range 14W  
 Bay County, Florida  
 11.4 Acres



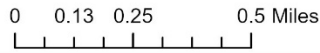


- Parcels
- District Lands

**Springs**

- 1st
- 2nd
- All Other Springs

Jimmy & Sherry Petty Parcel Preacquisition  
 Econfinia Creek Water Management Area  
 Section 13, Township 1S, Range 14W  
 Bay County, Florida  
 11.4 Acres





## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement"), is made this \_\_\_\_day of \_\_\_\_\_, 2021, between **JIMMY R. PETTY, JR., surviving spouse of Sherry A. Petty, deceased, CHARLES M. BODIFORD and KITTI B. BODIFORD, husband and wife**, whose collective address is 287 S. Deer Avenue, Wewahitchka, FL 32465, referred to herein collectively as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase all of Seller's right, title and interest, in fee simple, in that certain real property located in Bay County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a Warranty Deed, as set forth in **Exhibit B**, conveying title to the Property in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include all of Seller's mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, and all other appurtenances to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Thirty-Four Thousand Two Hundred and 00/100 Dollars (\$34,200.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$3,000.00 per acre ("Acre Price") for an estimated 11.40 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 11.40 acres or less than 11.40, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$3,000.00 by the acreage shown on the final survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the final approved survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$3,000.00, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

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

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

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

Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

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

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

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

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

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

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

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

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

8. **Closing Documents.** The Closing will take place on or before September 30, 2021, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, 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 Agreement have been met, even if earlier than September 30, 2021. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

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

#### 9. INTENTIONALLY OMITTED

10. **Expenses/Taxes and Assessments**. Seller will pay documentary revenue stamp taxes associated with the conveyance of the Property and the cost of recording all curative instruments and subordinations. The cost of recording the Warranty Deed shall be borne by Purchaser. Each party shall bear their own attorney fees.

The real estate taxes and assessments allocable to Seller's period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Seller at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Assessor an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The Seller shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Seller hereby indemnifies the Purchaser against any and all claims of real estate commissions.

11. **Risk of Loss**. Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on March 8, 2021, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

Seller agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser prior to the Closing.

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

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

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

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

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

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

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

affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

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

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

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

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

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

(l) The Property is substantially in the same condition as existed on March 8, 2021. Since March 8, 2021, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, including but not limited to the surveyor, shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

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

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

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

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

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

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any

right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

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

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

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

SELLER: Jimmy R. Petty, Jr.  
Charles M. Bodiford  
Kitti B. Bodiford  
287 S. Deer Avenue  
Wewahitchka, FL 32465

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

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

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

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

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



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

(c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 shall have been performed as of the Closing.

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

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

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

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

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

(i) INTENTIONALLY OMITTED.

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

(k) The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the Property.

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

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

24. **Timber Inventory.** Upon execution of this Agreement a timber inventory may be contracted for and initiated by Purchaser. Purchaser shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until May 13, 2021.

27. INTENTIONALLY OMITTED.

28. **Florida Licensed Realtors.** Seller has given written notice to Purchaser that Charles M. Bodiford and Jimmy R. Petty are Florida Licensed Realtors.

{SIGNATURES ON FOLLOWING PAGE}

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

**SELLER:**

**PURCHASER:**

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

By: \_\_\_\_\_  
**Jimmy R. Petty, Jr., surviving  
spouse of Sherry A. Petty, deceased**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
**George Roberts, Chair**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Charles M. Bodiford**  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Kitti B. Bodiford**  
Date: \_\_\_\_\_

**EXHIBIT A**

(Legal Description)

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

The South 385 feet of the West Half of the Northeast Quarter of Section 13, Township 1 South, Range 14 West, Bay County, Florida.

**EXHIBIT B**

(Warranty Deed)

Prepared by and return to:  
J. Breck Brannen, Esquire  
Pennington, P.A.  
215 S. Monroe Street  
Second Floor  
Tallahassee, Florida 32301

**WARRANTY DEED**

THIS WARRANTY DEED is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between **Jimmy R. Petty, Jr., surviving spouse of Sherry A. Petty, deceased, and Charles M. Bodiford and Kittie B. Bodiford, husband and wife** (collectively, the “Grantors”), whose address is: 287 S. Deer Avenue, Wewahitchka, Florida 32465, and the Northwest Florida Water Management District (the “Grantee”), whose address is: 81 Water Management Drive, Havana, Florida 32333.

**WITNESSETH:**

That the Grantors, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in Bay County, Florida (the “Property”):

The South 385 feet of the West Half of the Northeast Quarter of Section 13, Township 1 South, Range 14 West, Bay County, Florida.

Parcel ID No.: 07487-001-000

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold in fee simple forever.

The Grantors fully warrant title to said Property and will defend the same against the claims of all persons whomsoever.

This conveyance is SUBJECT TO (a) all matters, conditions, limitations, restrictions and easements of record, if any, but this reference will not operate to reimpose the same, (b) zoning and other governmental regulations, and (c) taxes and assessments for the year 2021 and subsequent years.

The Property is NOT the homestead of the Grantors.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument as of the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

GRANTORS:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Jimmy R. Petty, Jr., surviving spouse of Sherry  
A. Petty, deceased

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Jimmy R. Petty, Jr., surviving spouse of Sherry A. Petty, deceased. Such person(s) did not take an oath and: (notary must sign applicable blank)

\_\_\_ is/are personally known to me.  
\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.  
\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal) \_\_\_\_\_  
My Commission Expires (if not legible on seal): \_\_\_\_\_

By: \_\_\_\_\_  
Charles M. Bodiford

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Charles M. Bodiford. Such person(s) did not take an oath and: (notary must sign applicable blank)

\_\_\_\_ is/are personally known to me.  
\_\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.  
\_\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal) \_\_\_\_\_  
My Commission Expires (if not legible on seal): \_\_\_\_\_

By: \_\_\_\_\_  
Kitti B. Bodiford

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Kitti B. Bodiford. Such person(s) did not take an oath and: (notary must sign applicable blank)

\_\_\_\_ is/are personally known to me.  
\_\_\_\_ produced a current \_\_\_\_\_ driver's license as identification.  
\_\_\_\_ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal) \_\_\_\_\_  
My Commission Expires (if not legible on seal): \_\_\_\_\_



**EXHIBIT C**

(Title, Possession and Non-Lien Affidavit)

**TITLE, POSSESSION AND NON-LIEN AFFIDAVIT**

**STATE OF \_\_\_\_\_ )**  
**COUNTY OF \_\_\_\_\_ )**

BEFORE ME, the undersigned authority, personally appeared Jimmy R. Petty, Jr., Charles M. Bodiford, and Kitti B. Bodiford, referred to herein collectively as “Grantor”, who, being first duly sworn, depose and say that:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2021, and exceptions approved by Purchaser.

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

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

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

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor or its members which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on March 8, 2021. Since March 8, 2021, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.
15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.
16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

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

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

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

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

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

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

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

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

18. Grantor is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code and Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification/Social Security Number of the Grantor is:

Jimmy R. Petty: \_\_\_\_\_

Charles M. Bodiford: \_\_\_\_\_

Kitti B. Bodiford: \_\_\_\_\_

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the “Purchase and Sale Agreement”) between Grantor and the Northwest Florida Water Management District for the purchase of the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as of the day hereof, and shall not merge into the deeds but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

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

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

{SIGNATURES ON FOLLOWING PAGE}

By: \_\_\_\_\_  
Jimmy R. Petty, Jr.

By: \_\_\_\_\_  
Charles M. Bodiford

By: \_\_\_\_\_  
Kitti B. Bodiford

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jimmy R. Petty, Jr., Charles M. Bodiford, and Kitti B. Bodiford.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
My Commission Expires:

**EXHIBIT A**

(Title, Possession and Non-Lien Affidavit Legal Description)

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

The South 385 feet of the West Half of the Northeast Quarter of Section 13, Township 1 South, Range 14 West, Bay County, Florida.

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Lyle Seigler, Chief of Staff  
Frank Powell, Director, Division of Asset Management

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

DATE: April 21, 2021

SUBJECT: Consideration of Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement

---

### Recommendation

Staff recommends the Governing Board approve the Florida Fish and Wildlife Conservation Commission Fiscal Year 2021-2022 Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement, subject to approval of the District's Fiscal Year 2021-2022 budget in September 2021.

### Background

Since 2005, the District has contracted with the Florida Fish and Wildlife Conservation Commission (FWC) to assist with the management of the Sand Hill Lakes Mitigation Bank (Fitzhugh Carter) property in Washington County, consistent with requirements of the state and federal wetland mitigation bank permits.

Under this agreement, the FWC provides assessments of the property's fish and wildlife resources as they relate to managing the property's allowable public recreation opportunities and fulfilling the permit requirements. This includes but is not limited to operation of the fish and wildlife check station; regulation of public access and use; enhanced law enforcement; and ongoing fish and wildlife studies and assessments. Additionally, FWC staff undertakes management of nuisance species such as feral hogs.

The property has been open to public hunting since 2005 and was opened to public fishing in 2007. Recreational activities on this property are highly regulated. The wetland mitigation bank permits allow for public access to the property only through a check station system.

The current agreement was renewed in 2019 for an additional five-year term. The agreement requires an annual assessment of FWC's activities and development of a Work Plan and Budget for the upcoming fiscal year. In coordination with District staff, the FWC developed the attached Work Plan and Budget for FWC Fiscal Year 2021-2022, which begins on July 1, 2021. District staff routinely assesses FWC's work plan progress, and FWC has consistently implemented all activities specified in the Work Plan.

The proposed annual Work Plan budget for the upcoming agreement period is \$129,394, which is \$1,174 more than the current year's budget of \$128,220. The increase is due to an increase in the costs associated with the insurance provided for the two full-time FWC staff who are employed through this program.

Attachment: 2021-2022 Work Plan/Budget



**FITZHUGH CARTER TRACT/SHLMB WORK PLAN AND BUDGET  
2021 – 2022  
(Hunting and Fishing Programs)**

| <u>Service/Product</u>  | <u>Description</u>   | <u>District<br/>Costs/Expenditures</u>   |
|---|--|--|
| Fish and Wildlife<br>Biologist (Biological<br>Scientist III equivalent) | Implement a comprehensive fisheries and wildlife management program to address Florida Department of Environmental Protection and U.S. Army Corps of Engineers permit requirements for the Sand Hill Lakes Mitigation Bank (SHLMB). Duties include but are not limited to wild hog management as a priority activity, along with weekly patrols of the fence lines and updating the Boundary Breach Catalog/Map, the collection of wildlife and fisheries data, preparation of annual reports, supervision of the Fish & Wildlife Technician and Check Station Operators, coordination of volunteer program, and coordinate and conduct fish and wildlife surveys. | Biologist Salary.....\$ 43,804<br><u>Benefits.....\$ 12,342</u><br><br><b><u>\$ 56,146</u></b> |
| Fish and Wildlife<br>Technician   | Assist Fish and Wildlife Biologist with multiple aspects of area management including, but not limited to wild hog management as a priority activity, along with weekly patrols of the fence lines and updating the Boundary Breach Catalog/Map, conducting fish and wildlife population surveys, maintenance of boats and boat ramps, coordination with visiting educational groups, and relieving check station operator(s) as needed.   | Technician Salary..\$ 31,800<br><u>Benefits.....\$ 10,386</u><br><br><b><u>\$ 42,186</u></b>   |
| Check Station<br>Operators  | Man Check Station during scouting, hunting, and fishing days. Duties include providing education and assistance to hunters and anglers checking into and out of check station (customer service/area public relations), collection of biological data from harvested game and fish, monitoring hunter and fisherman pressure (creel surveys and quota hunt use), issuance of angler provisions (boats, oars, PFD's, creel kits), and adherence to fisherman quotas & pond allocation limits.   | 3,118 hrs @ \$9.00/hr.<br><br><b><u>\$ 28,062</u></b>  |
| Estimated Operational<br>Expenses                                       | Boat operation costs during fish surveys, work and safety apparel, continuing education and training, fish & wildlife scientific survey materials, and equipment & supplies.   | <b><u>\$ 3,000</u></b>   |
| <b>Total</b>  |  | <b><u>\$ 129,394</u></b>   |

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Lyle Seigler, Chief of Staff  
Frank Powell, Director, Division of Asset Management

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

DATE: April 21, 2021

SUBJECT: Consideration of ITB 21B-003 for 2021 Sand Pine Tree Eradication Services

---

**Background**

On April 14, 2021, the District issued an Invitation to Bid to prospective contractors to conduct sand pine tree eradication services on District lands located within the Econfina Creek Water Management Area (see attached location map). As part of the District's ongoing efforts to improve planted longleaf pine stands, 1,009 acres will receive treatment to eradicate sand pine competition.

The four longleaf pine timber stands targeted for sand pine eradication work in 2021 were converted from industrial sand pine plantations to longleaf pine restoration areas within the past seven years. The residual sand pine seed bank subsequently produced sand pine seedlings in these stands ranging from 164 to 1,080 stems per acre. Sand pine densities at these levels are undesirable because these offsite species compete with the planted longleaf pine seedlings and native groundcover for light and nutrients. Although sand pines are susceptible to fire at a young age, there is not enough fuel on these sites to effectively reduce or eliminate the sand pines through prescribed burning. By the time the longleaf pines and groundcover have produced enough fuel to effectively carry fire during a prescribed burn, the sand pine trees have grown large enough to become resistant to fire.

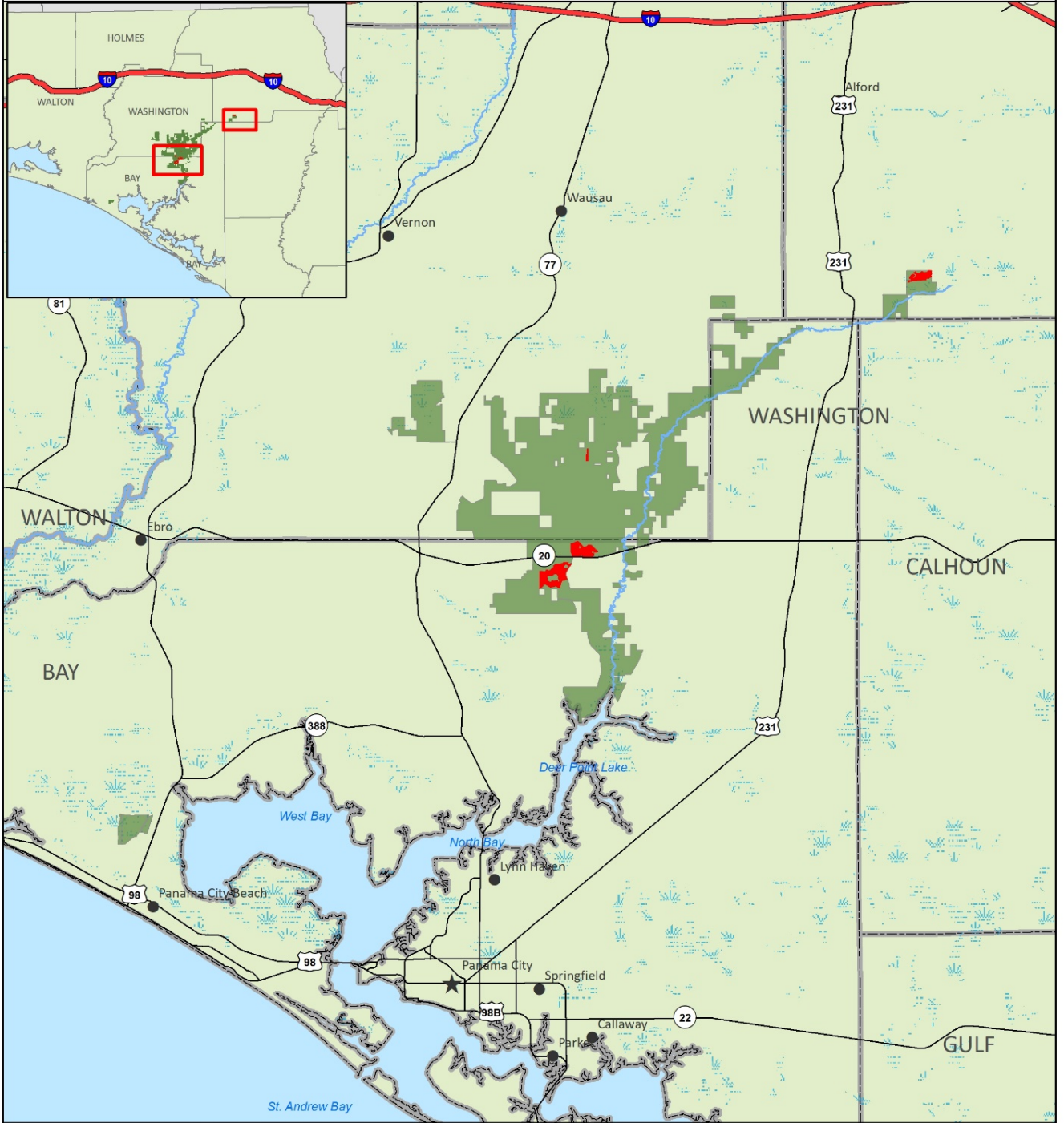
The most viable and lowest cost eradication option to eliminate these undesirable trees is to utilize hand labor crews with grass trimmer/blades, brush cutters, clearing saws, machetes, bush hooks or chain saws. The contractor will be required to fell all sand pine trees in place, while taking care to avoid damage to existing longleaf pine seedlings and saplings. The location and number of acres per treatment stand are listed below.

Bids are due on May 10, 2021 and will be provided for your consideration in the form of a supplement at the May 13, 2021 Governing Board Meeting.



**2021 Sand Pine Tree Eradication Services  
Stand Locations and Acreage**

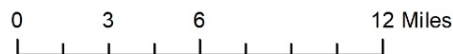
| <b>County</b>                                       | <b>Stand #</b> | <b>Section</b>  | <b>Township</b> | <b>Range</b> | <b>Acres</b> |
|---|----------------|-----------------|-----------------|--------------|--------------|
| Jackson   | 1              | 9               | 2N              | 11W          | 149          |
| Washington  | 2              | 18              | 1N              | 13W          | 31           |
| Bay   | 3              | 5 & 6           | 1S              | 13W          | 325          |
| Bay   | 4              | 6 & 7<br>1 & 12 | 1S<br>1S        | 13W<br>14W   | 504          |
| <b>SAND PINE TREE ERADICATION TREATMENT ACREAGE</b> |                |                 |                 |              | <b>1,009</b> |

Exhibit Map A



General Location Map  
2021 Sand Pine Eradication  
Econfina Creek Water Management Area  
Bay, Jackson and Washington Counties, Florida  
1009 Acres

-  Eradication Areas
-  District Lands



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Lyle Seigler, Chief of Staff  
Carlos Herd, Director, Resource Management Division

FROM: Paul Thorpe, Deputy Director, Resource Management Division

DATE: April 27, 2021

SUBJECT: Consideration of Grant Funding for the City of Gretna and Approval of Funding from the Water Protection and Sustainability Program Trust Fund

---

**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to (1) enter into agreement with the City of Gretna to provide grant funding not to exceed \$44,385 for wastewater treatment plant improvements for water reclamation, (2) approve funding for the project from the Water Protection and Sustainability Program Trust Fund, and (3) waive the local construction match requirement for this project.

**Background**

The City of Gretna treats its wastewater to meet advanced wastewater treatment and high-level disinfection standards and currently reuses 100 percent of the wastewater treatment facility effluent for treatment plant processes and for distribution of reclaimed water to a local nursery for irrigation. The City has identified needed efficiency improvements that include installation of electronic meters integrated with the supervisory control and data acquisition (SCADA) system. This will allow continuous monitoring of wastewater constituents with instantaneous readings available on a digital readout and with the additional capability for remote monitoring. As a result, the City will be able to more accurately and efficiently monitor system performance and make timely adjustments to the treatment process. The installed probes will monitor nitrate, ammonia, oxidation-reduction potential, and dissolved oxygen. These improvements will allow the City to continue to meet permitted effluent limits.

The Legislature appropriated fiscal year 2020-21 funding from the Water Protection and Sustainability Program (WPSP) Trust Fund to the District to support alternative water supply projects. Section 373.019(1), Florida Statutes (F.S.) designates reclaimed water as an alternative water supply source. Section 373.707(8)(e), F.S., specifies a minimum 60 percent local match for construction funding from the WPSP; however, the statute authorizes the Governing Board to waive this requirement for projects sponsored by financially disadvantaged small local

governments. Gadsden County is within the Northwest Florida Rural Area of Opportunity, as established by the Governor's Executive Order 20-170, July 8, 2020.

In determining projects receiving funding from the WPSP, section 373.707, F.S. directs the Governing Board to give significant weight to the following factors:

1. Whether the project provides substantial environmental benefits by preventing or limiting adverse water resource impacts;
2. Whether the project reduces competition for water supplies;
3. Whether the project brings about replacement of traditional sources in order to help implement a minimum flow or level or a reservation;
4. Whether the project will be implemented by a consumptive use permittee that has achieved the targets contained in a goal-based water conservation program approved pursuant to s. 373.227;
5. The quantity of water supplied by the project as compared to its cost;
6. Projects in which the construction and delivery to end users of reuse water is a major component;
7. Whether the project will be implemented by a multijurisdictional water supply entity or regional water supply authority;
8. Whether the project implements reuse that assists in the elimination of domestic wastewater ocean outfalls; and
9. Whether the county or municipality, or the multiple counties or municipalities, in which the project is located has implemented a high-water recharge protection tax assessment program.

While a number of these factors are not applicable to this specific project within Gadsden County, it is noteworthy the City of Gretna's water reuse helps conserve groundwater resources in an otherwise constrained area and helps offset the use of potable water for irrigation purposes. The project will ensure delivery of reclaimed water to an end user. Additionally, this work constitutes a subsequent phase of previous reclaimed water improvements accomplished by the City.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Lyle Seigler, Chief of Staff  
Carlos Herd, Director, Resource Management Division

FROM: Darryl Boudreau, Resource Planning Program Manager

DATE: April 25, 2021

SUBJECT: Consideration of Grant Funding from the Florida Coastal Management Program for the OysterCorps Pilot Project

---

**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to (1) enter into agreement with the Florida Department of Environmental Protection to receive grant funding up to \$73,999 from the Florida Coastal Management Program for the OysterCorps Pilot Project and (2) enter into agreement with Franklin's Promise Coalition DBA Conservation Corps of the Forgotten and Emerald Coasts to implement the project subject to budget authority and legal counsel review.

**Background**

In cooperation with the Franklin's Promise Coalition's Conservation Corps of the Forgotten and Emerald Coasts, the Apalachicola National Estuarine Research Reserve (ANERR), and St. Andrew Baywatch, the District submitted a grant proposal to the Florida Department of Environmental Protection, Coastal Management Program for the OysterCorps Pilot Project.

The Conservation Corps of the Forgotten and Emerald Coasts is an initiative of Franklin's Promise Coalition, a 20-year old nonprofit organization that serves communities in northwest Florida. The Conservation Corps has a history of completing significant environmental restoration projects and helping communities respond to natural disasters while providing training, employment, and service opportunities to young adults.

Through the proposed project, the Conservation Corps will conduct 40 weeks of work to collect no fewer than 100 tons of oyster shells from Bay, Gulf, and Franklin county restaurants and propagate no fewer than 60,000 native plants for shoreline habitat restoration. The oyster shells and plants will be used in shoreline restoration projects conducted by ANERR and St. Andrew Baywatch, and in a major planned project to establish living shorelines along U.S. Highway 98 in Franklin County. Shoreline restoration and living shorelines projects provide multiple water resource benefits, including natural shoreline stabilization, intertidal habitat enhancement and restoration, and water quality protection.

Implementation of the project will develop local capacity for future restoration and resilience initiatives, and provide training and field experience for conservation crew members.

The Florida Department of Environmental Protection notified District staff that the proposal has been reviewed favorably and that the grant in the amount of \$73,999 has been selected for inclusion in Florida's cooperative agreement application with the National Oceanic and Atmospheric Administration for fiscal year 2021-22 Coastal Zone Management funding.



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director  
Lyle Seigler, Chief of Staff  
Carlos Herd, Director, Division of Resource Management  
Paul Thorpe, Deputy Director, Division of Resource Management

FROM: Jerrick Saquibal, Chief, Bureau of Projects and Planning

DATE: May 3, 2021

SUBJECT: Consideration of Engineering Services to Support Roadway Stabilization at Cypress Spring

---

**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to enter into a contract with Dewberry for an amount not to exceed \$122,000.00, for engineering services for the stabilization of Cypress Spring Road.

**Background**

In October 2016, the Governing Board approved entering into an agreement with the Florida Department of Environmental Protection to receive grant funding to acquire a tract of land on Cypress Spring. The acquisition of a 301-acre conservation easement on Cypress Spring from Nestle Waters North America Inc. for \$813,797.80 was approved by the Governing Board in September 2018. In the same agenda item, the Board authorized the Executive Director to enter into the Purchase and Sale Agreement in which Nestle donated the funds received at closing for the sale of the Cypress Spring conservation easement back to the District. The District will use that money for shoreline restoration, stabilization and sedimentation abatement, and recreation improvements. These improvements will enhance public access while also protecting water quality of Cypress Spring and its associated spring run.

Cypress Spring Road is an unpaved road leading to Cypress Spring which is maintained by Washington County and used by Nestle for access. Unpaved roads have been identified as a major source of water quality impairment and habitat degradation in streams. Plans and permitting for paving Cypress Spring Road will include stabilization of roadside swales and areas along the road for stormwater treatment. Along with the Cypress Spring Restoration and Protection Project directly around Cypress Spring, this road paving project will help protect natural systems and reduce erosion to Cypress Spring.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: April 28, 2021

---

***Northwest Florida Water Management District, Plaintiff, vs. GHD Construction Services, Inc., Defendant, Walton County Circuit Court Case No. 21CA137***

The District has filed and served a Petition for Enforcement against GHD Construction Services, Inc. (“GHD”), stemming from GHD’s violation of a Consent Order and of District statutes and rules. The District is seeking an injunction against GHD to require its compliance with the Consent Order and to cease violating statutes and rules. The District is also seeking the statutory monetary penalties associated with such violations.

GHD is the holder of an environmental resource permit known as a “10/2 Self-Certification” for the development and construction of residential units in DeFuniak Springs. In February 2020, the District determined that GHD was not complying with its permit and was violating District statutes and rules by adversely impacting wetlands. The District and GHD entered into a Consent Order in February 2020, whereby GHD agreed to pay a penalty and remediate the impacted wetlands. GHD eventually paid the penalty, but it never began the required remediation. After many failed attempts to motivate GHD to perform the required mediation, the District was forced to file the Petition for Enforcement.

GHD was served with the Petition on April 19, 2021, and its response is due on May 10, 2021.

***Rebecca Wheeler and Aaron Wheeler, Petitioners, vs. Northwest Florida Water Management District, Respondent, NFWFMD Permit No. IND-133-296750-1***

On April 2, 2021, the Wheelers filed a Petition for Administrative Hearing to challenge the environmental resource permit IND-133-296750-1 (the “ERP”) the District intends to issue to Chanley Gilbert for the construction of stormwater management facilities associated with Mr.

Gilbert's development of a recreational vehicle park on Highway 79 in Vernon, Washington County. The Wheelers are the adjacent landowners to Mr. Gilbert's property. The Wheelers have attempted to allege that Mr. Gilbert's construction will cause adverse flooding on the Wheelers' property. However, the initial Petition failed to meet the requirements necessary for an administrative hearing. The District has dismissed the Petition with leave to amend. The Wheelers' amended petition is due on May 18, 2021.

The District is confident that the intended ERP meets the standards for issuance.