

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
DISTRICT LANDS COMMITTEE  
AGENDA**

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

**Thursday  
May 8, 2014  
12:00 p.m., ET**

1. Call to Order
2. Consideration of Agreement with the Florida Fish and Wildlife Conservation Commission for Cooperative Management of the Sand Hill Lakes Mitigation Bank
3. Consideration of Invitation to Bid 14B-006; Econfina Creek 2014 Sand Pine Timber Sale  
*(SUPPLEMENT)*
4. Consideration of Amendment No. 2 to Agreement No. 13-021 for Purchase of Longleaf Pine Tubeling
5. Adjourn

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director  
Brett Cyphers, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management and  
Acquisition

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

DATE: April 21, 2014

SUBJECT: Consideration of Agreement with the Florida Fish and Wildlife Conservation  
Commission for Cooperative Management of the Sand Hill Lakes Mitigation  
Bank

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**Recommendation**

Staff recommends that the Governing Board approve a proposed agreement with the Florida Fish and Wildlife Conservation Commission, including the Fiscal Year 2014-2015 Work Plan and Budget, subject to approval of the District's Fiscal Year 2014-2015 budget in September 2014.

**Background**

Since 2005 the District has contracted with the Florida Fish and Wildlife Conservation Commission (FWC) to assist with the protection and management of the Sand Hill Lakes Mitigation Bank (Fitzhugh Carter) property in Washington County, consistent with conditions of the state and federal mitigation bank permits. Under this agreement, the FWC provides comprehensive 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 for natural resource and general property protection; and ongoing fish and wildlife studies and assessments, with particular emphasis on rare, threatened, and endangered species and species of special concern. Additionally, FWC staff can undertake the management of nuisance species such as feral hogs.

The agreement that governs these activities will expire in June 2014, and the District and FWC must enter into a new agreement to continue the current cooperative management work. The proposed agreement is nearly identical to the previous agreement and is for a five-year term, with a renewal clause for an additional five-year extension upon execution of a formal contract renewal amendment. The Work Plan and Budget is prepared and presented to the Governing Board for approval each year.

District staff and FWC project personnel developed the attached Work Plan and Budget for the FWC 2014-2015 Fiscal Year, which begins on July 1, 2014. The agreement provides for an annual assessment of FWC's activities and development of a Work Plan and Budget for the upcoming fiscal year. District staff routinely assesses FWC's progress and has consistently found that the FWC staff has implemented all activities specified in the Work Plan.

The property has been open to limited public hunting since 2005 and was opened to limited public fishing in 2007. The recreational activities on this property are highly regulated because the mitigation bank permit allows for public access to the property only through a check station system.

The proposed budget for the upcoming agreement period is \$119,007, which is an increase of \$7,508 over the previous year. This increase is the result of the salary increase provided by the Legislature for full time state employees and the implementation of state subsidized insurance benefits for Other Personnel Services (OPS) employees (which is federally mandated for employees working  $\geq 30$  hours/week).

Attachment: Work Plan/Budget

**FITZHUGH CARTER TRACT/SHLMB WORK PLAN AND BUDGET  
2014 – 2015  
(Wildlife and Fishery Programs)**

<u>Service/Product</u>	<u>Description</u>	<u>District Costs/Expenditures</u>
FTE Fish and Wildlife Biologist (Biological Scientist III)	Develop and implement comprehensive fisheries and wildlife management program for the SHLMB. Duties include, but are not limited to, the collection of wildlife and fisheries data; preparation of annual reports; supervision of OPS Fish & Wildlife Technician and OPS Check Station Operators; coordination of volunteer program; and coordinate and implementation of fish and wildlife surveys. Fish surveys include fyke nets, electroshocking, and Wegener rings. Wildlife surveys include deer, quail, gopher tortoise, amphibians & reptiles, small mammals, breeding & migratory birds, wading birds & waterfowl.	Biologist Salary.....\$ 37,868 <u>Benefits (30.3%).....\$ 11,474</u>
		<b><u>\$ 49,342</u></b>
OPS Fish and Wildlife Technician	Assist FTE Fish and Wildlife Biologist with multiple aspects of area management including, but not limited to; 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 Pay (2080 hrs @ \$13.22/hr + FICA)....\$ 29,602 <u>Insurance coverage....\$ 6,453</u>
		<b><u>\$ 36,055</u></b>
OPS Check Station 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/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.	3029 hrs @ \$8.62/hr
		<b><u>\$ 26,110</u></b>
Estimated Operational 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>\$ 7,500</u></b>
<b>Total</b>		<b><u>\$ 119,007</u></b>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director  
Brett Cyphers, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management and Acquisition

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

DATE: April 21, 2014

SUBJECT: Consideration of Invitation to Bid 14B-006; Econfina Creek 2014 Sand Pine Timber Sale

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On April 10, 2014, the District posted Invitation to Bid No. 14B-006 for the Econfina Creek 2014 Sand Pine Timber Sale on the State's Vendor Bid System and the District's website. The sale was advertised in the *Panama City News Herald* and notices were sent to a number of companies that have previously expressed an interest in District timber sales.

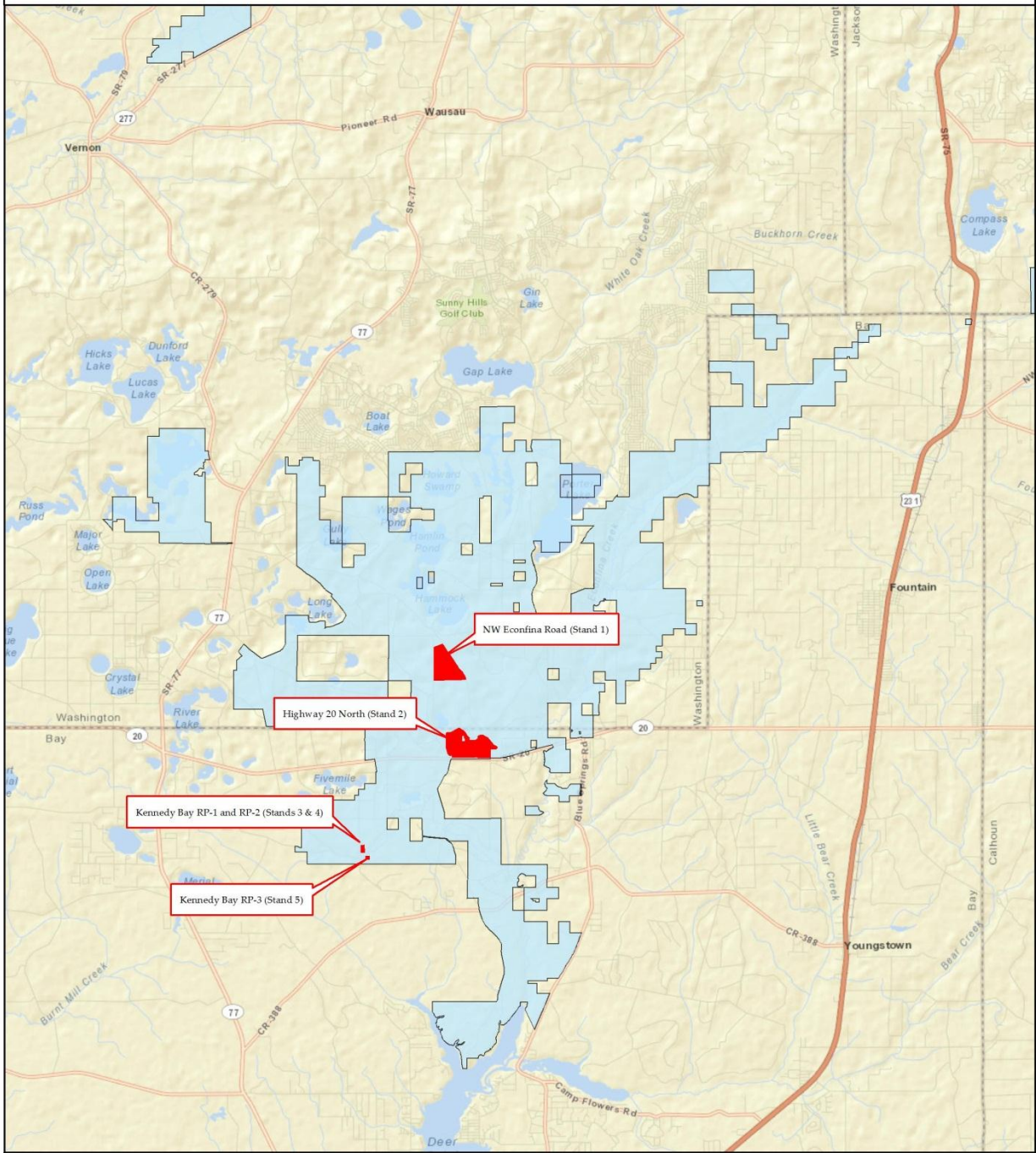
This timber sale will result in the harvest of an estimated 41,334 tons of sand and slash pine timber products from 582 acres comprised of five stands in Bay and Washington counties, as described below. These stands are also delineated on the attached Exhibit Map A.

Stand No.	Stand Name	Harvest Method	Acres	Pine Species	Age
1	NW Econfina Road	Clear-cut	240	Sand Pine	28
2	Highway 20 North	Clear-cut	327	Sand Pine	30
3	Kennedy Bay (RP-1) *	Clear-cut	5	Sand Pine	25+
4	Kennedy Bay (RP-2) *	Third-row Select	5	Sand Pine	25+
5	Kennedy Bay (RP-3) *	Select Thin to a Residual 60 Basal Area/Acre	5	Slash Pine	35+
<b>TOTAL ACRES</b>			<b>582</b>		

\* Stands 3, 4, and 5 are research plots associated with the water yield research project.

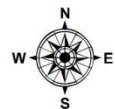
On May 1, 2014, at 2:00 p.m. EDT, the District will conduct the bid opening for the Econfina Creek 2014 Sand Pine Timber Sale. The results of the bid opening will be provided in a supplement for the Governing Board at the May 8, 2014, meeting.

# Exhibit Map A



- Econfina Creek WMA Stands
- District Ownership

General Location Map  
 Econfina Creek Water Management Area  
 2014 Sand Pine Timber Sale



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: District Lands Committee  
Governing Board

THROUGH: Jonathan P. Steverson, Executive Director  
Brett Cyphers, Assistant Executive Director  
William O. Cleckley, Director, Division of Land Management and  
Acquisition

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

DATE: April 21, 2014

SUBJECT: Consideration of Amendment No. 2 to Agreement No. 13-021 for Purchase of  
Longleaf Pine Tubelings

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**Recommendation**

Staff recommends that the Governing Board authorize the Executive Director to execute an amendment to Agreement No. 13-021 with Blanton's Longleaf Container Nursery for the purchase of 960,300 longleaf pine tubelings, at a cost of \$144,045, subject to approval of funds for the longleaf tubelings in the District's Fiscal Year 2014-2015 budget in September.

**Discussion**

In FY 2014-2015, staff anticipates restoring (reforesting and reinforcing) 1,647 acres of cutover and/or disturbed longleaf pine habitat within the Econfina Creek and Choctawhatchee River Water Management Areas (WMAs). Staff estimates this reforestation effort will require approximately 960,300 longleaf pine tubelings.

In January 2013, the District conducted a bid process for the purchase of longleaf pine tubelings and subsequently entered into a three-year contract with Blanton's Longleaf Container Nursery in Madison, Florida. The terms of this agreement allow the District to order additional longleaf pine tubelings on an annual basis through a formal contract amendment. At the agreed upon rate of \$150 per 1,000 tubelings, the cost of the District's FY 2014-2015 longleaf tubeling order is \$144,045.

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

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

**Thursday  
April 10, 2014**

Governing Board Members Present

George Roberts, Chair  
John Alter  
Stephanie Bloyd  
Gary Clark  
Nick Patronis  
Bo Spring

Governing Board Members Absent

Jerry Pate, Vice Chair  
Gus Andrews  
Jon Costello

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:00 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Mr. Alter offered the invocation.

3. Pledge of Allegiance to the Flag

Chair Roberts led the meeting in the Pledge of Allegiance to the Flag.

4. Additions, Deletions or Changes to the Agenda

Ms. White stated item 6. A. 2. had been removed from the agenda and item 10. A. had been added to the agenda.

5. Approval of Minutes for March 13, 2014

MOTIONED BY MR. CLARK, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE THE MARCH 13, 2014, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

Ms. Bloyd stated that the District Lands Committee met and had the following recommendations.

6. A. 1. Consideration of ITB 14B-004 for Williford Spring Construction Bid

MOTIONED BY MS. BLOYD, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE SPERRY & ASSOCIATES CONSTRUCTION BID OF \$1,524,465.78 FOR THE WILLIFORD SPRING PROJECT AND APPROVE THE PURCHASE OF ONE LARGE AND TWO SMALL PAVILION KITS FROM RCP SHELTERS, INC. FOR \$73,875 FOR THE PROJECT. MOTION CARRIED.



6. A. 3. Consideration of Memorandum of Agreement and Confidentiality Acknowledgement with Florida Department of Environmental Protection for Florida's First Magnitude Springs Florida Forever Project; Brunson Tract Addition, Washington County

MOTIONED BY MS. BLOYD, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD APPROVE THE MEMORANDUM OF AGREEMENT AND CONFIDENTIALITY ACKNOWLEDGEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FLORIDA'S FIRST MAGNITUDE SPRINGS FLORIDA FOREVER PROJECT, SUBJECT TO LEGAL COUNSEL APPROVAL. MOTION CARRIED.

7. A. Consent Business Agenda

Ms. Jean Whitten presented the Financial Report and Schedule of Disbursements for the month of February 2014.

MOTIONED BY MR. CLARK, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORT AND SCHEDULE OF DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2014. MOTION CARRIED.

7. B. Consideration of Amendment No. 2 to the Fiscal Year 2013-2014 Budget Adjusting Beginning Fund Balances

Ms. Whitten stated that budget adjustments impact the beginning and ending fund balances and transfers across funds. She further stated that they do not impact the expenditure budget amounts. She voiced staff recommendation that the Governing Board approve Amendment No. 2 to the Fiscal Year 2013-2014 District Budget adjusting fund balances.

MOTIONED BY MR. CLARK, SECONDED BY MS. BLOYD, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 2 TO THE FISCAL YEAR 2013-2014 DISTRICT BUDGET ADJUSTING FUND BALANCES. MOTION CARRIED.

7. C. Consideration of Resolution No. 785 Committing Fiscal Year 2012-2013 Audited Fund Balances as Required by GASB 54

Ms. Whitten stated that under GASB 54, the Board is required to commit fund balances prior to September 30 each year for the current. She indicated that in September the Board adopted Resolution 779 committing the ending fund balances for the special revenue funds. She explained to the Board that Resolution 785 commits the actual fund balances based on the September 30, 2013, audited financial statements as adopted by the Board on March 13.

Ms. Whitten stated in order to commit actual fund balances for Fiscal Year 2012-2013, as required by GASB 54, staff recommends that the Governing Board adopt Resolution 785 for the purpose of:

- Committing the amount of \$14,754,183 from the General Fund balance for future Water Resource and Supply Projects.
- Committing \$8,442,941 in the Lands Management Fund for land acquisition, management of District owned lands or capital improvements on District-owned land.
- Committing \$624,415 in the Capital Projects Fund for land acquisition, capital construction and improvement on District-owned lands; and
- Committing \$1,379,871 in the Mitigation Fund for activities of the DOT mitigation program including restorations, monitoring and other water resource related activities.

MOTIONED BY MR. CLARK, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE AND ADOPT RESOLUTION NO. 785. MOTION CARRIED.

8. A. Updates to the District's Website and Logo

Ms. Lauren Engel and Mr. Bill Hunkapiller presented the updates to the District's website and proposed logo.

8. B. Legislative Update

Ms. Katie Kelly presented the legislative update and informed the Board that the material had been provided for informational purposes only.

9. Legal Counsel Report

Mr. Breck Brannen stated that there were no legal matters to discuss.

10. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:34 p.m., ET.

Mr. Michael Edgar presented the Consent Agenda, which included one temporary permit. Mr. Edgar voiced staff recommendation that the Governing Board approve the Consent Agenda per the recommendations and conditions of the staff reports and per the terms and conditions of the permit documents.

MOTIONED BY MR. CLARK, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE CONSENT AGENDA PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. MOTION CARRIED.

Meeting was adjourned at 1:41 p.m., ET.

\_\_\_\_\_

Chair

\_\_\_\_\_ May 8, 2014 \_\_\_\_\_

Date

\_\_\_\_\_

Executive Director

\_\_\_\_\_

Agency Clerk

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

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

Thursday  
May 8, 2014  
1:05 p.m., ET

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

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Temporary Permits

Temporary Permits Granted By Executive Director Awaiting Final Agency Action on Consumptive Use Permit Application

A-1 Applicant: VanLandingham Farms, Inc.  
App. No.: I07456  
Location: Permit Area A, Gadsden County  
Use: Agricultural Irrigation  
Facilities: Same as Previous Permit  
Source: Tallahassee Creek

Withdrawal Amounts Gallons:	Authorized
Annual Average Daily	67,000
Maximum Daily	256,000
Maximum Monthly	6,270,000

TAP/tp



# Northwest Florida Water Management District

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

Jonathan P. Steverson  
Executive Director

(850) 539-5999 • (Fax) 539-2693

## TEMPORARY WATER USE PERMIT


1. Pursuant to Section 40A-2.441, Florida Administrative Code, this Temporary Water Use Permit is granted to facilitate activities listed herein while an application for an Individual Water Use Permit is pending.
2. This Temporary Water Use Permit is valid through the date of the next Governing Board meeting and may be extended by the Governing Board at that time.
3. The issuance of this Temporary Water Use Permit shall not in any way be construed as a commitment to issue a water use permit.
4. The issuance of this Temporary Water Use Permit does not disclaim or discharge any rights or responsibilities of the Northwest Florida Water Management District as they relate to the completeness review of the application, requests for additional information, the review of the consumptive use application and the approval, conditional approval, or denial of the proposed water use(s) identified in the application as authorized by sections 40A-2.041, 40A-2.301, or any other provision of Chapter 40A-2, Florida Administrative Code.

Applicant: VanLandingham Farms, Inc.  
2618 Bristol Highway  
Quincy, Florida 32351

Water Use Category(ies).....Agricultural Irrigation  
Water Use Location.....Tallahassee Creek  
Permit Area .....A  
Average Daily Withdrawal.....67,000 Gallons per Day  
Maximum Daily Withdrawal.....256,000 Gallons per Day  
Maximum Monthly Withdrawal ...6,270,000 Gallons per Month

Temporary Permit No.: **1511**      CUP Application No.: **I07456**      Pending WUP No.: **19910005**

Intake No.	Florida Unique ID	Diameter (inches)	Pump Horsepower	Pump Capacity (gpm)	Status
HVL #1	AAD8571	6	40	500	Existing

  
 \_\_\_\_\_  
 Jonathan P. Steverson,      04/08/2014  
 Executive Director      Date

Specific Conditions: See Attachment

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

STEPHANIE BLOYD  
Panama City Beach

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port Saint Joe

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
PUBLIC HEARING ON CONSIDERATION OF LAND ACQUISITION MATTERS  
AGENDA**

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

**Thursday  
May 8, 2014  
1:10 p.m., ET**

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

PUBLIC COMMENT: Public comment will be taken before any Governing Board action(s) except for Board hearings that involve the issuance of final orders based on recommended orders received from the Florida Division of Administrative Hearings. If you wish to address the Board concerning any item listed on the agenda, please fill out a public comment card and give it to the recording secretary. Your card will be provided to the Chair, who will call on you at the appropriate time during the meeting. When addressing the Board, please step to the podium, adjust the microphone for your comfort and state your name for the record. Please note that comments may be limited to three minutes depending on the number of speakers.

**7. B. Consideration of Deeding 1.416 Acres to Bay County for the Bay County Public Works Alternate Water Supply Project, Utility Easement for 36" Diameter Raw Water Transmission Line and 40 foot Temporary Construction Easement**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Associate Lands Administrator

DATE: April 21, 2014

SUBJECT: Consideration of Deeding 1.416 Acres to Bay County for Public Works Alternate Water Supply Project, Utility Easement for 36" Diameter Raw Water Transmission Line and 40 foot Temporary Construction Easement

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**Recommendation 1:**

Staff is asking the Governing Board to: (1) make a determination that the 1.416 acres required for the intake site are not required for District conservation purposes but instead are best used for District water supply and utilization purposes and (2) in furtherance thereof, donate this acreage to Bay County for an alternate water supply site pursuant to Chapter 373.056, Florida Statutes. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum, if any.

**Recommendation 2:**

Staff is also asking the Governing Board to: (1) make a determination that the utility easement and temporary construction easement areas are not required for District conservation purposes but instead are best used, in conjunction with the 1.416 acres referenced in Recommendation 1 above, for District water supply and utilization purposes and (2) in furtherance thereof, grant the utility easement and temporary construction easement to Bay County.

**Background:**

Several months ago, Bay County approached the District about working with them to establish an alternative water supply due to concerns about the vulnerability of the current water supply withdrawal point which may be subject to potential impacts from

major storm surge events. As part of the 2014 Regional Water Supply Plan Update for Region III, the District established the need for an alternative water supply project for Bay County. In March 2014, the District's Governing Board approved a grant agreement for development of this upstream intake for surface water supply with the Bay County Board of County Commissioners for \$5,470,000 and Bay County is now ready to move forward with this project and develop their alternative water supply withdrawal point. To facilitate this project, the District has been working with the county to donate 1.416 acres of District land for the intake site as well as grant them a 15-foot wide permanent utility easement and 40-foot wide temporary construction easement. These matters require Governing Board approval.

The intake site is located on the west side of Econfina Creek and south of the Gulf Power Company easement (see attached maps) in Section 32, Township 1 South, Range 13 West and is 1.416 acres in size. The 15-foot wide utility easement and 40-foot wide temporary construction easement are partially co-located within the southern 55 feet of the Gulf Power Company easement, which runs east and west.

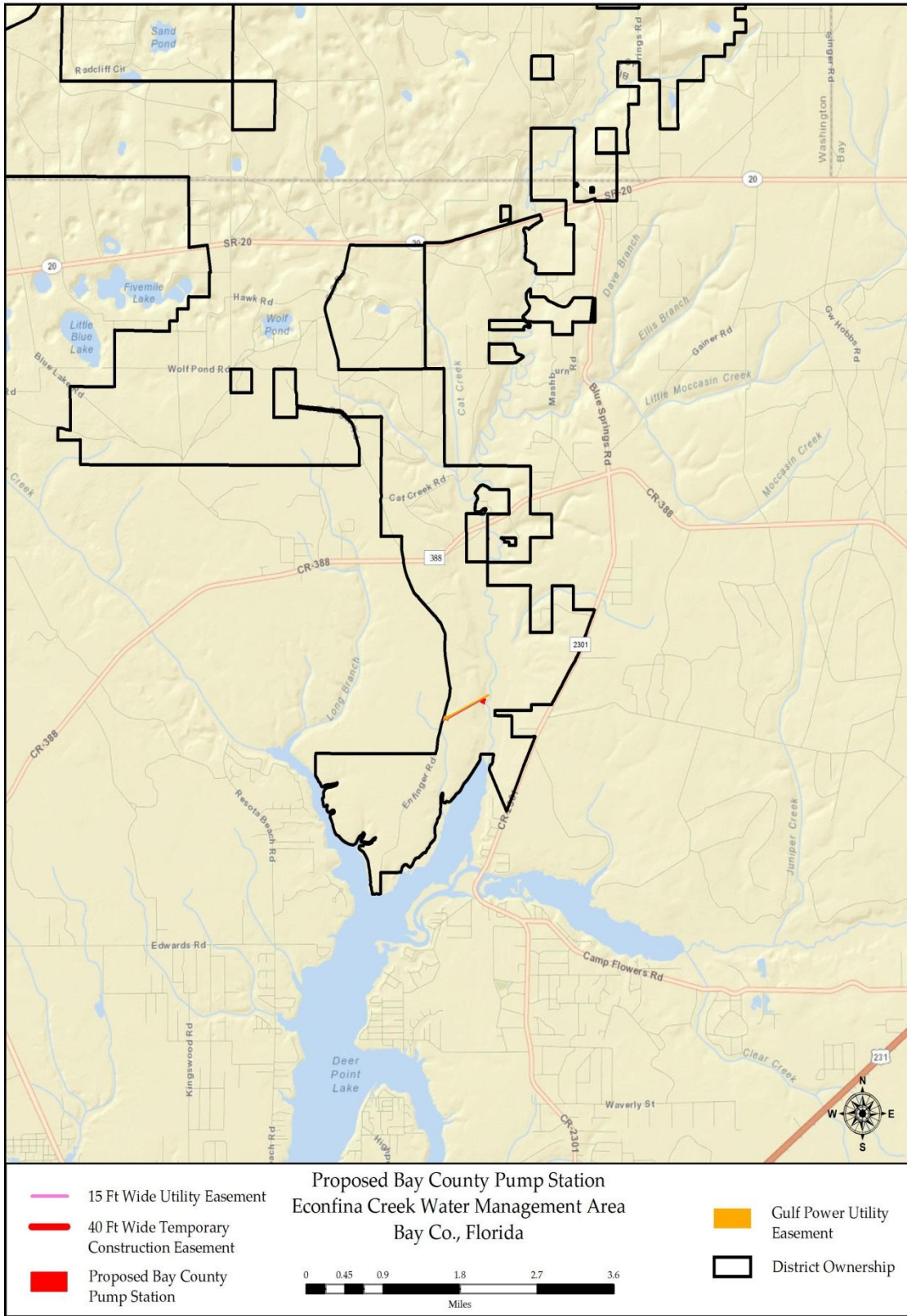
Prior to issuance of the Environmental Resource Permit by the Department of Environmental Protection (DEP), Bay County will need to hold title to the intake site as well as possess a utility and temporary construction easement for the pipeline. As such, Bay County is now requesting that the District deed them the land for the intake site and associated facilities and grant them a 15-foot wide utility easement in perpetuity for the pipeline and a 40-foot wide temporary construction easement (see attached maps). Bay County has already received permission from Gulf Power Company to utilize the southern portion of their easement for this pipeline. In addition, Bay County will also need to acquire an access easement for ingress and egress through District land. This item will be presented to the Governing Board in the coming months. In the interim, the District will issue an access license to the county for ingress and egress until such time that legal access can be conveyed.

Both the deed for the conveyance of 1.416 acres of District land to Bay County and the utility easement which incorporates the temporary construction easement are provided with this memo for your review. Staff will request approval of these conveyances in two separate recommendations.

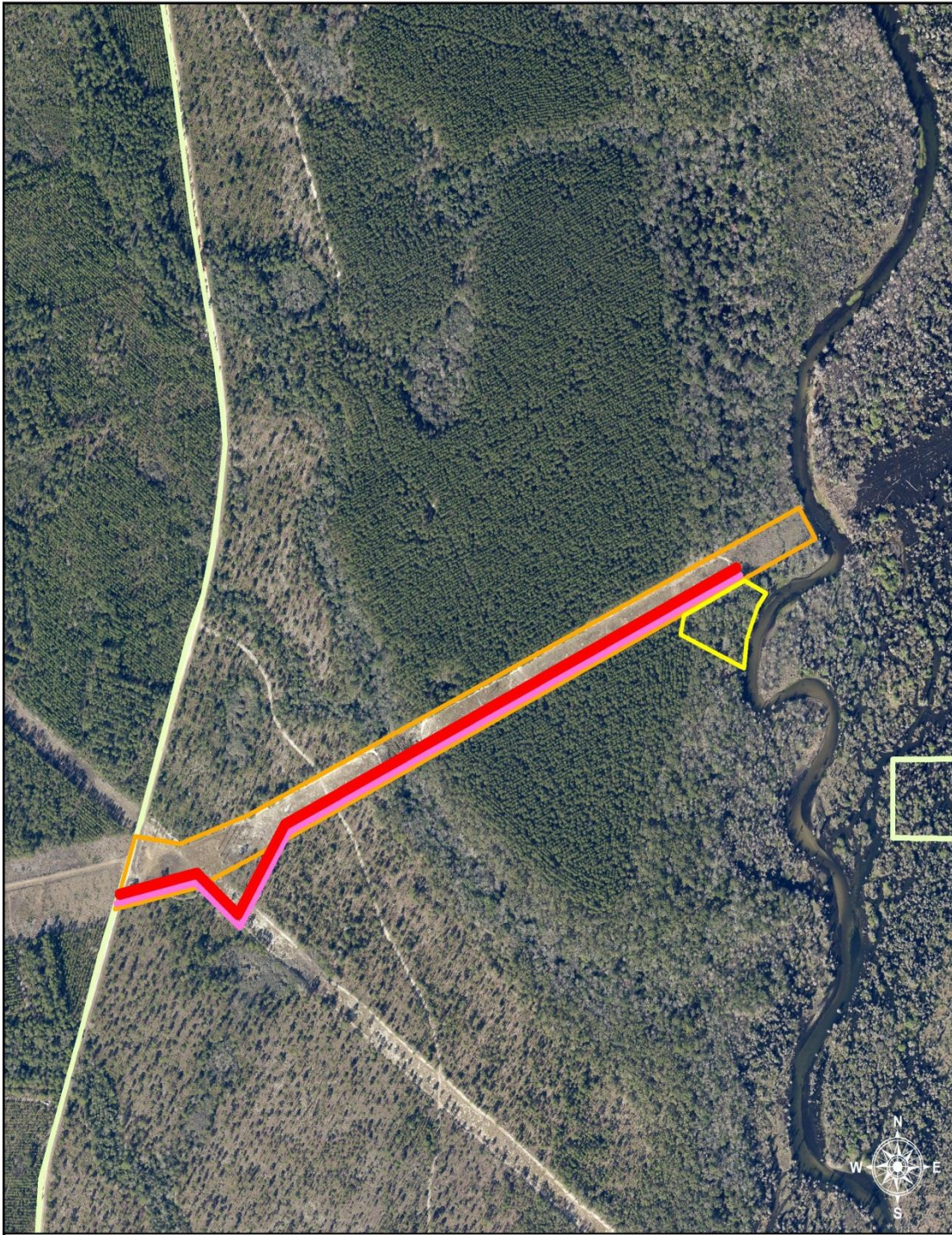
Pursuant to 373.056(4) F.S., the District has the authority to convey to any governmental entity land or rights in land owned by the District not required for its purposes, under such terms and conditions as the governing board of the District may determine.

cb

Attachments







**Proposed Bay County Pump Station**  
**Econfina Creek Water Management Area**  
**Bay Co., Florida**

<ul style="list-style-type: none"> <li><span style="color: pink;">—</span> 15 Ft Wide Utility Easement</li> <li><span style="color: red;">—</span> 40 Ft Wide Temporary Construction Easement</li> <li><span style="color: yellow;">—</span> Proposed Bay County Pump Station</li> </ul>	<p>0   120   240   480   720   960</p> <p>Feet</p>	<ul style="list-style-type: none"> <li><span style="border: 1px solid orange; display: inline-block; width: 15px; height: 10px;"></span> Gulf Power Utility Easement</li> <li><span style="border: 1px solid lightgreen; display: inline-block; width: 15px; height: 10px;"></span> District Ownership</li> </ul>
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Prepared by and return to:  
Don Banks  
Office of County Attorney  
Bay County, Florida  
840 W. 11<sup>th</sup> Street  
Panama City, Florida, 32401

Deed of Conveyance Pursuant to  
Section 373.056, Florida Statutes

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, whose mailing address is 81 Water Management Drive, Havana, Florida 32333, (the "DISTRICT"), and BAY COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is 840 W. 11<sup>th</sup> Street, Panama City, Florida 32401, (the "GRANTEE").

WITNESSETH that the DISTRICT, for and in consideration of the sum of \$10.00 to it in hand by the GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained and sold to the GRANTEE, its successors and assigns forever, the following described land lying and being in Bay County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO  
AND BY REFERENCE MADE A PART HEREOF

(the "PROPERTY")

STATUTORY AUTHORITY FOR CONVEYANCE AND COMPLIANCE WITH CONDITIONS PRECEDENT. The DISTRICT is authorized to execute this deed and convey its interest in the PROPERTY to the GRANTEE pursuant to Section 373.056, Florida Statutes. The following statements are true and correct:

1. The governing board of the DISTRICT has determined that the PROPERTY is not required for the DISTRICT'S purposes and should be disposed of as provided in this deed. All such determinations were made by the governing board of the District by not less than a two-thirds vote.

NO WARRANTIES OF TITLE. Notice is given that Section 373.099, Florida Statutes, prohibits the DISTRICT from giving any warranties of title to the PROPERTY. Further, the DISTRICT disclaims any responsibility for the accuracy of the above legal description.

INTEREST IN CERTAIN MINERALS. The DISTRICT has chosen and hereby chooses not to reserve the interest in the PROPERTY'S phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 271.11, Florida Statutes, if any.

EXECUTION OF THIS DEED. Pursuant to Section 373.099, Florida Statutes, this deed shall be executed in the name of the DISTRICT by its governing board acting by the chair or vice chair of said board and shall have the corporate seal of the board affixed thereto attested by its secretary and shall thereafter be effective to pass the title or interest of the DISTRICT in the PROPERTY.

**IN WITNESS WHEREOF** the DISTRICT has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**GOVERNING BOARD OF THE  
NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

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

Witnesses:

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

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

**STATE OF FLORIDA  
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by George Roberts, as Chair, Governing Board of the Northwest Florida Water Management District. He is personally known to me.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jonathan P. Steverson  
Acting Secretary/Treasurer



EXHIBIT "A"

Commence at a found 4" x 4" concrete monument No. 2372, marking the Southwest corner of Section 32, Township 1 South, Range 13 West, Bay County, Florida and run thence North 00 degrees 54 minutes 27 seconds East, along the West boundary line of said Section 32, for a distance of 1408.93 feet to the centerline of a Gulf Power Company Easement; thence Easterly along said centerline as follows: North 79 degrees 23 minutes 39 seconds East, for a distance of 1057.20 feet to a found 3" iron pipe (Gulf Power Company); thence continue North 79 degrees 23 minutes 39 seconds East, for a distance of 1894.75 feet to a found 3" iron pipe (Gulf Power Company); thence continue North 79 degrees 23 minutes 39 seconds East, for a distance of 68.81 feet; thence North 64 degrees 53 minutes 52 seconds East, for a distance of 664.04 feet to a found 3" iron pipe (Gulf Power Company); thence continue North 64 degrees 53 minutes 52 seconds East, for a distance of 1380.82 feet; thence leaving said centerline of the Gulf Power Company Easement run South 25 degrees 06 minutes 08 seconds East, for a distance of 75.00 feet to a set ½" iron rod and cap No. LB7137 of the South right of way line of said Easement, for the Point of Beginning. From said Point of Beginning run thence North 64 degrees 53 minutes 52 seconds East, along said South right of way line, for a distance of 250.87 feet to a set ½" iron rod and cap No. LB7137; thence leaving said South right of way line run South 69 degrees 17 minutes 12 seconds East, for a distance of 118.55 feet to a set ½" iron rod and cap No. LB7137 on the ordinary high water line (OHWL) of Econfina Creek located at elevation 4.8' NAVD 88; thence Southerly along said OHWL as follows: South 07 degrees 25 minutes 04 seconds West, for a distance of 33.65 feet; thence South 38 degrees 28 minutes 58 seconds West, for a distance of 23.43 feet; thence South 21 degrees 41 minutes 13 seconds West, for a distance of 52.33 feet; thence South 28 degrees 57 minutes 50 seconds West, for a distance of 31.85 feet; thence South 09 degrees 36 minutes 22 seconds West, for a distance of 108.83 feet to a set ½" iron rod and cap No. LB7137; thence leaving said OHWL run North 69 degrees 27 minutes 39 seconds West, for a distance of 314.54 feet to a set ½" iron rod and cap No. LB7137; thence North 20 degrees 32 minutes 22 seconds East, for a distance of 77.40 feet to the Point of Beginning. Containing 1.416 acres, more or less.

Prepared by and return to:  
Don Banks  
Office of County Attorney  
Bay County, Florida  
840 W. 11<sup>th</sup> Street  
Panama City, Florida, 32401

## UTILITY EASEMENT

THIS UTILITY EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, whose mailing address is 81 Water Management Drive, Havana, Florida 32333, (the "DISTRICT"), and BAY COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is 840 W. 11<sup>th</sup> Street, Panama City, Florida 32401, (the "GRANTEE").

WHEREAS, GRANTEE desires to construct a 36" diameter raw water transmission line upon and under the DISTRICT's property to be connected to the existing raw water line in the vicinity of the Williams Bayou Pump Station located on Hwy. 2321; and

WHEREAS, Gulf Power Company, a Florida Corporation ("Gulf"), is the owner of an easement as more particularly described in those certain documents between Gulf and Hunt Oil Company, a Delaware Corporation, dated 10/28/65, and recorded in Book 181 at Page 108, in the Public Records of Bay County, Florida, (the "Gulf Easement"); and

WHEREAS, DISTRICT is the fee owner of property of which the Gulf Easement traverses (the "Property"); and

WHEREAS, GRANTEE'S easements are located partially within the Gulf Easement described herein and wholly within the Property owned by the District.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, together with other good and valuable consideration provided to DISTRICT, the adequacy and receipt of which are hereby acknowledged, DISTRICT hereby grants, creates, conveys, and established a perpetual exclusive easement for and in favor of GRANTEE upon the Property described on Exhibit "A" which shall run with the land and be binding upon the DISTRICT.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The Recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Title Disclaimer. DISTRICT does not warrant or guarantee any title, right or interest in or to the Property described on Exhibit "A".

3. Grant of Easements. DISTRICT grants to GRANTEE a fifteen (15') foot wide perpetual exclusive easement on, over, under and across the DISTRICT's property (the "Permanent Utility Easement") as described in Exhibit "A" for the purposes more specifically described herein. In addition to the Permanent Utility Easement, DISTRICT

grants to the GRANTEE a forty (40') foot wide temporary construction easement, as also described in Exhibit "A", lying northwesterly, contiguous and parallel to the Permanent Utility Easement. Upon completion of the construction, but in any event no later than June 30, 2017, the temporary construction easement will terminate. GRANTEE shall prepare and cause to be recorded in the Public Records of Bay County, Florida a Termination of Temporary Construction Easement executed by GRANTEE and the DISTRICT evidencing the termination of the temporary construction easement. Collectively, the Permanent Utility Easement and the temporary construction easement are herein referred to as the "Easement Area".

4. Purpose and Limitation. The GRANTEE shall use the Easement Area for only water facility uses including and limited to, the right of ingress and egress, the construction, installation, operation, maintenance, repair, extension, enlargement, reconnection, alteration and replacement of the above ground or underground water facilities, including the right to reconstruct, improve, add to, change the size or remove above ground or underground water mains, lines, services, valves, fittings and appurtenances, and related facilities over, in, through and under the Easement Area. This Easement shall be non-exclusive. DISTRICT, its successors and assigns, retains the right to use the Easement Area for any purpose which would not interfere with the GRANTEE's use of the Easement Area and further retains the right to grant compatible uses to third parties during the term of this Easement.

5. Undue Waste. GRANTEE shall dispose of, to the satisfaction of the DISTRICT, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Property described in Exhibit "A" during the term of this Easement. GRANTEE shall not remove water from any source on the Easement Area including, but not limited to, a water course, reservoir, spring or well without the prior written approval of DISTRICT. GRANTEE shall clear, remove and pick up all debris resulting from GRANTEE'S operations including but not limited to containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in such a manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including but not limited to hazardous or toxic substances, chemical or other agents produced or used in GRANTEE'S operations on the Easement Area or on any adjacent land or in any manner not permitted by law.

6. Indemnification. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless DISTRICT from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Easement. GRANTEE's liability for torts is limited to the extent provided and allowed under Section 768.28, Florida Statutes. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by GRANTEE to indemnify DISTRICT for DISTRICT's negligent, willful or intentional acts or omissions.

7. Right of Inspection. DISTRICT or its duly authorized agents, representatives or employees shall have the right at any and all times, at their own cost,

risk and expense, to inspect the Easement Area and the works and operations of GRANTEE in any matter pertaining to this Easement.

8. Archaeological and Historic Sites. Execution of this Easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on District-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

9. Prohibitions Against Liens or Other Encumbrances. Fee title to the Easement Area is held by DISTRICT. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property interest of DISTRICT including, but not limited to, mortgages or constructions liens against the Easement Area or against any interest of DISTRICT therein.

10. Sovereign Submerged Lands. This Easement does not authorize the use of any lands located waterward of the ordinary high water line of any water body located on or adjacent to the Easement Area.

11. Automatic Reversion. This Easement is subject to automatic reversion to DISTRICT when this Easement is not used for the purposes outlined herein for a consecutive period of three (3) years, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

12. Special Conditions. The following special conditions shall apply to this Easement:

A. GRANTEE shall control all erosion within the Easement Area and any of DISTRICT'S roads used by GRANTEE for access. GRANTEE shall exercise due care in its maintenance, operation and repair of the water facilities so as not to damage the surface of the Easement Area. If DISTRICT determines that GRANTEE'S operation, maintenance or repair activities have caused damage to the surface in the nature of holes, ditches, ruts or other damage caused by the operation of trucks, automobiles or equipment, then DISTRICT may direct GRANTEE to construct an access road along the length of the Easement Area so that access may be maintained during periods of soil saturation. If DISTRICT issues such a directive, then GRANTEE shall, subject to obtaining required permits and approvals, construct and maintain an access road along the length of the Easement Area in a manner approved by DISTRICT so that access may be maintained during periods of soil saturation.

B. GRANTEE shall at all times comply with that certain Florida Department of Environmental Protection environmental resource permit issued to GRANTEE relating to this Easement. In addition, GRANTEE shall perform and comply with the following provisions relating to its activities on the Easement Area:

i. Ensure revegetation and restoration of areas disturbed by project-related activities with native groundcover and plant species with special attention to not allowing invasive or exotic plant species to become established.

ii. Report annually to Grantor of the success of the restoration efforts. The reports shall continue until successful restoration occurs, up to a

maximum of five (5) years, and shall identify soil treatments, and floral species planted or otherwise established within the Easement Area.

iii. Success criteria including survival, percent vegetation cover established, similarity to pre-construction vegetation and similarity to adjacent undisturbed lands shall be developed and reported on annually. Revegetation will be considered successful when the native vegetation is considered similar in density and species composition to adjacent similar lands and/or pre-construction conditions are achieved.

iv. Restore access roads used during the proposed construction to pre-construction contours and conditions. Any damage to existing gates and fences during construction shall be repaired.

C. GRANTEE shall control erosion and maintain the Easement Area at GRANTEE'S expense to the satisfaction of DISTRICT for the term of this Easement.

D. GRANTEE agrees to provide DISTRICT with a survey of the Easement Area that complies with DISTRICT'S "Survey Standards" including marking the Easement Area in the field. This survey project will be completed within 90 calendar days of the completion of construction.

E. GRANTEE shall obtain and maintain at its expense, during the term of construction activities authorized under this Easement, public liability insurance in the amounts of one hundred thousand dollars and no cents (\$100,000.00) per person, three hundred thousand dollars and no cents (\$300,000.00) per occurrence for bodily injury, and one hundred thousand dollars and no cents (\$100,000.00) for property damage, and automobile liability insurance, with companies authorized to do business in Florida. Certificates of coverage showing evidence of such required insurance shall be furnished to DISTRICT prior to GRANTEE'S commencing any work hereunder. All certificates of coverage shall provide for thirty (30) days prior written notice to DISTRICT before being cancelled for whatever cause by the insurer.

13. Duration. This Easement shall remain in full force and effect in perpetuity.

14. Modification. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their successors and assigns, which shall be filed in the public records of Bay County, Florida.

15. Governing Law and Venue. The laws of the State of Florida shall govern this Easement and venue shall be in Bay County, Florida.

16. Gulf Power. GRANTEE has permission of Gulf Power to utilize part of their easement for this purpose. GRANTEE agrees not to disturb or damage in any way any property of Gulf Power located in, on, under or over the Easement Area. GRANTEE further agrees not to impede Gulf Power's use of its easement in any way whatsoever.

**{SIGNATURES ON FOLLOWING PAGES}**



**IN WITNESS WHEREOF** the DISTRICT has caused these presents to be executed in its name by its Governing Board acting by the Chair, and GRANTEE has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

**GOVERNING BOARD OF THE  
NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

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

Witnesses:

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

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

**STATE OF FLORIDA  
COUNTY OF GADSDEN**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by George Roberts, as Chair, Governing Board of the Northwest Florida Water Management District. He is personally known to me.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Jonathan P. Steverson  
Acting Secretary/Treasurer

**BAY COUNTY, FLORIDA,  
BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Guy M. Tunnell, Chair

**ATTEST:** \_\_\_\_\_  
Bill Kinsaul, Clerk

Witnesses:

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

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

**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2014, by Guy M. Tunnell, as Chair, Bay County, Florida Board of County Commissioners. He is personally known to me.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION PERMANENT UTILITY EASEMENT

A 15 foot easement in Section 36, Township 1 South, Range 14 West, Section 1, Township 2 South, Range 14 West, Section 31 and 32, Township 1 South, Range 13 West, Bay County, Florida and lying 7.50 feet each side of the following described centerline.

Commence at a found 5/8" iron rod & cap No.1718, marking the Southeast corner of Section 36, Township 1 South, Range 14 West, Bay County, Florida and run thence North 00 degrees 00 minutes 00 seconds East, for a distance of 297.72 feet to the centerline of a Gulf Power Company Easement (300' right of way); thence Southwesterly along said centerline as follows: South 79 degrees 23 minutes 39 seconds West, for a distance of 355.79 feet; thence South 57 degrees 45 minutes 04 seconds West, for a distance of 74.58 feet to a found 3" iron pipe with cap (Gulf Power Company); thence continue South 57 degrees 45 minutes 04 seconds West, for a distance of 1,544.43 feet to a found 3" iron pipe with cap (Gulf Power Company); thence continue South 57 degrees 45 minutes 04 seconds West, for a distance of 2,389.46 feet to a found 3" iron pipe with cap (Gulf Power Company); thence continue South 57 degrees 45 minutes 04 seconds West, for a distance of 870.83 feet to a point on the Northeasterly right of way Resota Beach Road (100' right of way); point being on a non tangent curve concave northeast; thence southeasterly along said curve with a radius of 3,387.75 feet, through a central angle of 02 degrees 26 minutes 52 seconds, for an arc distance of 144.73 feet (chord of said arc being South 42 degrees 18 minutes 08 seconds East, 144.72 feet) to the POINT OF BEGINNING of said centerline; thence leaving said Northeasterly right of way run North 57 degrees 45 minutes 04 seconds East, for a distance of 4,826.80 feet to a point (point being South 50 degrees 37 minutes 29 seconds East, 150.16 feet from a found 3" iron pipe with cap (Gulf Power Company); thence North 79 degrees 23 minutes 39 seconds East, for a distance of 2,869.51 feet to a point (point being South 10 degrees 36 minutes 21 seconds East, 142.50 feet from a found 3" iron pipe with cap (Gulf Power Company); thence continue North 79 degrees 23 minutes 39 seconds East, for a distance of 2,880.13 feet to a point on the East boundary line of Section 31, Township 1 South, Range 13 West (point being North 00 degrees 54 minutes 27 seconds East, 1263.20 feet from a found 4"x4" concrete monument No. 2372, marking the Southeast corner of said Section 31); thence continue North 79 degrees 23 minutes 39 seconds East, for a distance of 1,086.23 feet to a point (point being South 10 degrees 36 minutes 21 seconds East, 142.50 feet from a found 3" iron pipe with cap (Gulf Power Company); thence continue North 79 degrees 23 minutes 39 seconds East, for a distance of 1,210.28 feet; thence North 39 degrees 23 minutes 39 seconds East, for a distance of 116.68 feet; thence North 79 degrees 23 minutes 39 seconds East, for a distance of 483.26 feet; thence South 50 degrees 36 minutes 21 seconds East, for a distance of 256.76 feet to a point (point being South 21 degrees 59 minutes 39 seconds East, a distance of 269.49 feet from a found 3" iron pipe with cap (Gulf Power Company); thence North 36 degrees 56 minutes 39 seconds East, for a distance of 278.84 feet; thence North 41 degrees 18 minutes 36

seconds East, for a distance of 134.11 feet; thence North 64 degrees 53 minutes 52 seconds East, for a distance of 376.06 feet to a point (point being South 25 degrees 06 minutes 08 seconds East, 67.50 feet from a found 3" iron pipe with cap (Gulf Power Company); thence continue North 64 degrees 53 minutes 52 seconds East, for a distance of 1,631.69 feet to the Terminus Point of said Centerline.

TOGETHER WITH:

A Temporary Construction Easement lying 40 feet North of and parallel with the North line of the above described Permanent Utility Easement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending March 31, 2014

Balance Forward - Operating Funds	\$71,491,659.66	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$203,153.06	
Contracts Receivable	283,148.84	
Other Deposits/Refunds/Adjustments	10,094.06	
Transfers from Lands Accounts	0.00	
Total Deposits during month	496,395.96	
Total Deposits and Balance Forward		\$ 71,988,055.62
Disbursements:		
Employee Salaries	413,575.99	
Employee Benefits	140,745.51	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	390,244.83	
Operating Expenses - Services	99,476.45	
Operating Expenses - Commodities	124,125.88	
Operating Capital Outlay	67,539.13	
Grants and Aids	0.00	
Total Operating Expenses during month	1,235,707.79	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	26,282.32	
Total Funds Disbursed by check during month	1,261,990.11	
Bank Debits (Fees, Deposit Slips, etc.)	72.45	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,262,062.56	
Cash Balance Operating Funds at month end		\$ 70,725,993.06
Operating Depositories:		
Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking @ 0.2%	582,125.02	
Payroll Account	6,906.83	
Pensacola Account	85.00	
Investment Accounts:		
Fla. Board of Administration @ 0.15%		
General Fund	32,249,488.28	
Lands Fee Fund	8,901,568.85	
SWIM Fund	5,477,725.49	
ETDM	2,581.27	
Water Prot. & Sust. TF	5,458,564.76	
Mitigation Fund	17,725,701.00	
Fund B Deposits Frozen by SBA	320,996.31	
Total Operating Depositories at month end	\$ 70,725,993.06	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending March 31, 2014

Land Acquisition Funds:

Fla. Board of Administration @ 0.15%	\$	642,960.12	
Fund B Deposits Frozen by SBA		18,361.18	
Total Land Acquisition Funds		18,361.18	661,321.30

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 0.15%		204,586.83	
Fund B Deposits Frozen by SBA		2,298.52	
Total Land Acquisition Funds		2,298.52	206,885.35

Total Land Acquisition, and Restricted Management Funds			868,206.65
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			\$ 71,594,199.71
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Approved: \_\_\_\_\_  
 Chairman or Executive Director

Date:     May 8, 2014

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending March 31, 2014**  
**(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 3/31/2014</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,329,001	\$ 2,807,754	\$ (521,247)	84%
Intergovernmental Revenues	25,095,326	1,505,850	(23,589,476)	6%
Interest on Invested Funds	130,830	49,226	(81,604)	38%
License and Permit Fees	350,250	144,280	(205,970)	41%
Other	2,323,050	471,985	(1,851,065)	20%
Fund Balance	55,592,515		(55,592,515)	0%
<b>Total Sources</b>	<b>\$ 86,820,972</b>	<b>\$ 4,979,096</b>	<b>\$ (81,841,876)</b>	<b>6%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances<sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated<sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 5,944,129	\$ 1,421,315	\$ 30,319	\$ 4,492,496	24%	24%
Acquisition, Restoration and Public Works	31,405,465	871,068	75,657	30,458,740	3%	3%
Operation and Maintenance of Lands and Works	3,607,836	1,183,367	192,490	2,231,979	33%	38%
Regulation	3,965,332	1,565,353	61,649	2,338,330	39%	41%
Outreach	168,044	67,644	-	100,400	40%	40%
Management and Administration	2,845,211	1,146,110	70,927	1,628,174	40%	43%
<b>Total Uses</b>	<b>\$ 47,936,017</b>	<b>\$ 6,254,857</b>	<b>\$ 431,042</b>	<b>\$ 41,250,118</b>	<b>13%</b>	<b>14%</b>
Reserves	38,884,955			38,884,955	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 86,820,972</b>	<b>\$ 6,254,857</b>	<b>\$ 431,042</b>	<b>\$ 80,135,073</b>	<b>7%</b>	<b>8%</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 February 28, 2014, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

MARCH 2014

CHECKS	3/5/2014	308,307.12
AP EFT CHECKS	3/5/2014	778.19
CHECKS	3/12/2014	108,163.77
AP EFT CHECKS	3/12/2014	1,171.97
CHECKS	3/19/2014	49,150.84
AP EFT CHECKS	3/19/2014	440.00
CHECKS	3/27/2014	307,655.31
AP EFT CHECKS	3/28/2014	1,013.21
VOIDED CHECK	3/10/2014	-745.00
RETIREMENT EFT		51,158.84
		<hr/>
		\$ <u><u>827,094.25</u></u>

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Chairman or Executive Director

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May 8, 2014

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VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	140.00	03/05/2014	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	03/05/2014	PORTABLE TOILETS
3	AMERICAN PUMP AND SUPPLY	170.60	03/05/2014	BUILDING MATERIALS FOR STATION
95	AT&T	309.16	03/05/2014	EFO PHONE
2992	BANK OF AMERICA	95.00	03/05/2014	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	470.52	03/05/2014	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	848.31	03/05/2014	ACCOUNT ANALYSIS
4180	BA MERCHANT SERVICES	257.26	03/05/2014	TRANSACTION FEES FOR E-PERMITT
5109	RODNEY BARRIOS PAINTING LLC	3,000.00	03/05/2014	PAINT HEADQUARTERS BUILDING
3113	RAY GLASS' BATTERIES, INC.	320.00	03/05/2014	REPLACEMENT BATTERIES FOR ECON
3113	RAY GLASS' BATTERIES, INC.	484.75	03/05/2014	DATALOGGER BATTERIES
13	BEN MEADOWS COMPANY, INC.	67.42	03/05/2014	MEASURING TAPES
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	210.13	03/05/2014	RELOCATE THERMOSTAT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	03/05/2014	RETIREE MEDICARE
4742	BRECK BRANNEN	470.37	03/05/2014	LEGAL TRAVEL
5123	ROBERT L BUSH	50.00	03/05/2014	REFUND OVERPAYMENT ON PERMIT F
3269	CDW GOVERNMENT, INC.	5,446.34	03/05/2014	RUGGED NOTEBOOK COMPUTERS
1948	DELL MARKETING L.P.	13,090.64	03/05/2014	NETWORK SWITCH REPLACEMENT
1948	DELL MARKETING L.P.	5,748.08	03/05/2014	SERVER FOR VMWARE FARM, RAM FO
1948	DELL MARKETING L.P.	9,141.95	03/05/2014	SERVER FOR VMWARE FARM, RAM FO
45	DMS	112.55	03/05/2014	MFO PHONE
45	DMS	7.99	03/05/2014	AUDIO AND WEB CONFERENCING
45	DMS	144.00	03/05/2014	WEB SERVER
45	DMS	28.53	03/05/2014	WEB SERVER
45	DMS	1,307.89	03/05/2014	CRESTVIEW PHONE
45	DMS	7,472.37	03/05/2014	INTERNET ALL LOCATIONS
45	DMS	6.32	03/05/2014	LD MILTON/MFO
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	41.42	03/05/2014	FAR/LEGAL AD FOR THE FEBRUARY
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	45.22	03/05/2014	FAR NOTICE FOR REGION III RWSP
65	GADSDEN COUNTY TIMES	41.12	03/05/2014	LEGAL AD
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	03/05/2014	MONITORING FOR CRESTVIEW
3282	W.W. GRAINGER, INC.	81.96	03/05/2014	BUILDING MATERIALS FOR NEW STA
3003	HAVANA FORD, INC.	74.92	03/05/2014	FLEET SERVICES
3942	A & W VENTURES, L.C.	151.34	03/05/2014	PORTABLE TOILET FOR PHIPPS PAR

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

## COMPUTER PAID/EFT CHECK REGISTER

5120	JOHNSON'S AUTO REPAIR, INC.	50.87	03/05/2014	OPEN PURCHASE ORDER FOR POOL V
5120	JOHNSON'S AUTO REPAIR, INC.	54.34	03/05/2014	OPEN PURCHASE ORDER FOR POOL V
5120	JOHNSON'S AUTO REPAIR, INC.	57.49	03/05/2014	OPEN PURCHASE ORDER FOR POOL V
5018	KENNY'S MOTOR SPORTS, INC.	174.95	03/05/2014	PARTS & TOOL TO REPAIR BROKEN
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	210.79	03/05/2014	ADMIN COPIER LEASE
3921	KOUNTRY RENTAL, INC.	4,163.00	03/05/2014	RENTAL AND SERVICE OF PORTABLE
3266	LOWE'S COMPANIES INC.	31.52	03/05/2014	BUILDING MATERIALS FOR NEW STA
624	MARPAN SUPPLY COMPANY, INC.	233.70	03/05/2014	LIGHT BULBS
4600	MYTHICS, INC.	97,342.40	03/05/2014	ORACLE COMPONENTS TO MOVE REG
3198	MILTON AUTO PARTS, INC.	30.00	03/05/2014	REPAIR PARTS FOR LOW-BOY TRAIL
5097	NETWORK CABLING SERVICES, INC	7,000.00	03/05/2014	MOVE NETWORK RACK TO DATA CENT
1463	ORACLE CORPORATION	1,028.19	03/05/2014	ANNUAL SUPPORT FOR ORACLE PROD
3813	PENNINGTON, P.A.	14,192.50	03/05/2014	LEGAL FEES
62	PENSACOLA NEWS-JOURNAL	165.54	03/05/2014	LEGAL AD
71	PETTY CASH	73.08	03/05/2014	PETTY CASH
4136	RICOH AMERICAS CORPORATION	279.08	03/05/2014	RICOH COPIER
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	80.00	03/05/2014	SERVICE-RESTROOMS
523	SANTA ROSA PRESS GAZETTE	68.00	03/05/2014	LEGAL AD
5010	SCG GOVERNMENTAL AFFAIRS, LLC	1,000.00	03/05/2014	CONSULTING SERVICES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	375.63	03/05/2014	FUSER FOR CRESTVIEW MEDIA ROOM
342	THE STAR	242.00	03/05/2014	ANNUAL GOVERNING BOARD MEETING
4550	SUNSET ISLE MARINE, INC.	120.00	03/05/2014	SCANDY WHITE BOAT SPARE PROP
5102	TEKSYSTEMS	1,120.00	03/05/2014	TEKSYSTEMS HELP DESK STAFFING
5102	TEKSYSTEMS	1,251.25	03/05/2014	TEKSYSTEMS HELP DESK STAFFING
5102	TEKSYSTEMS	1,347.50	03/05/2014	TEKSYSTEMS HELP DESK STAFFING
5102	TEKSYSTEMS	1,400.00	03/05/2014	TEKSYSTEMS HELP DESK STAFFING
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,930.00	03/05/2014	PUBLIC RECREATION SITE CLEAN U
3407	THOMAS CHRYSLER DODGE JEEP	324.90	03/05/2014	SERVICE AND REPAIRS, VEHICLE #
3407	THOMAS CHRYSLER DODGE JEEP	299.99	03/05/2014	SERVICE AND REPAIRS, VEHICLE #
4289	TRI STATE EMPLOYMENT SERVICE, INC.	233.75	03/05/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	147.81	03/05/2014	TEMP SERVICES
3941	TYLER TECHNOLOGIES, INC.	1,490.00	03/05/2014	MUNIS USER CONFERENCE REGISTRA
3941	TYLER TECHNOLOGIES, INC.	745.00	03/05/2014	MUNIS USER CONFERENCE REGISTRA
4704	UNITED SOLUTIONS COMPANY	860.00	03/05/2014	LEXTRIEVER REMOVAL
3696	URS CORPORATION	1,147.20	03/05/2014	07-029 TASK 84

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

## COMPUTER PAID/EFT CHECK REGISTER

3696	URS CORPORATION	21,608.60	03/05/2014	07-029 TASK 110
3696	URS CORPORATION	32,810.25	03/05/2014	07-029 TASK 108
3696	URS CORPORATION	44,186.85	03/05/2014	07-029 TASK 107
3696	URS CORPORATION	4,621.20	03/05/2014	07-029 TASK 104
3696	URS CORPORATION	966.00	03/05/2014	07-029 TASK 102
3696	URS CORPORATION	9,960.00	03/05/2014	07-029 TASK 85
3696	URS CORPORATION	1,220.00	03/05/2014	07-029 TASK 58
4557	VERIZON WIRELESS	313.56	03/05/2014	CELL PHONES
4774	JOHN T WILLIAMSON	165.00	03/05/2014	JANITORIAL SERVICES FOR THE WF
4651	PANAMA CITY CYCLES, INC	836.94	03/05/2014	2006 CAN AM OUTLANDER 800 ATV

**TOTAL CHECKS****308,307.12**

4949	MICHAEL EDGAR	218.25	03/07/2014	EMPLOYEE TRAVEL
3660	RAGINA FLENNIKEN	99.00	03/07/2014	EXCEL CLASS REIMBURSEMENT
5032	WILLIAM HUNKAPILLER	160.00	03/07/2014	PROFESSIONAL MEMBERSHIP
5012	JENNIFER K. KELLY	47.75	03/07/2014	GAS REIMBURSEMENT
4534	JANET STRUTZEL	253.19	03/07/2014	EMPLOYEE TRAVEL

**TOTAL ACH TRANSFER****778.19****TOTAL AP****309,085.31**

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5109	RODNEY BARRIOS PAINTING LLC	2,300.00	03/12/2014	PAINT HEADQUATERS BUILDING
2417	BEARD EQUIPMENT COMPANY, INC.	(126.21)	03/12/2014	CREDIT FOR WRONG PART
2417	BEARD EQUIPMENT COMPANY, INC.	243.57	03/12/2014	FUEL CAP FOR JD 650K (ID#4143)
1023	CAPITAL HITCH SERVICE	68.75	03/12/2014	REPAIR FOR TRUCK BED TOPPER
1023	CAPITAL HITCH SERVICE	1,545.20	03/12/2014	TRUCK CAP FOR WMD2437
3269	CDW GOVERNMENT, INC.	146.83	03/12/2014	WIRELESS KEYBOARDS, MICE & DIS
3269	CDW GOVERNMENT, INC.	22.97	03/12/2014	ROLLER ASSEMBLY/MAINTENANCE KI
771	CITY OF MARIANNA	75.56	03/12/2014	WATER/SEWER MFO
4061	BRIAN WILLIAM TAYLOR	80.00	03/12/2014	LAWNCARE-MARIANNA
1948	DELL MARKETING L.P.	259.99	03/12/2014	SERVER REPLACEMENT FOR ECONFIN
1948	DELL MARKETING L.P.	13,306.14	03/12/2014	LAPTOP REPLACEMENTS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	235.60	03/12/2014	LABORATORY ANALYSIS - GULF AME
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1,488.45	03/12/2014	LABORATORY ANALYSIS - ECONFINA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	4,099.50	03/12/2014	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	5,739.30	03/12/2014	LABORATORY ANALYSIS - GROUNDWA
45	DMS	1,303.60	03/12/2014	CFO PHONE
45	DMS	1,461.91	03/12/2014	HQ PHONE
3424	DURRA-QUICK-PRINT INC.	30.00	03/12/2014	BUSINESS CARDS
3424	DURRA-QUICK-PRINT INC.	30.00	03/12/2014	BUSINESS CARDS
4748	EAST MILTON WATER SYSTEM	10.00	03/12/2014	WATER MILTON
4508	CARDNO ENTRIX	640.00	03/12/2014	WEBSITE SUPPORT
4855	ENVIRON SERVICES INCORPORATED	1,552.00	03/12/2014	ENVIRON SERVICES-HQ JANITORIAL
5105	FLATWOODS FORESTRY, INC.	14,114.80	03/12/2014	ECONFINA CREEK WMA PINE FOREST
5105	FLATWOODS FORESTRY, INC.	5,000.00	03/12/2014	RTRN PERF BOND 13-003
2702	FISH AND WILDLIFE	3,139.56	03/12/2014	LAW ENFORCEMENT/SECURITY SERVI
1546	THE FLORIDA LEGISLATURE	20.00	03/12/2014	LOBBYIST REGISTRATION K KELLY
839	FORESTRY SUPPLIERS, INC.	738.42	03/12/2014	FIELD SUPPLIES
916	GULF POWER COMPANY	640.22	03/12/2014	ELEC. CFO
916	GULF POWER COMPANY	479.26	03/12/2014	ELEC MILTON
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	03/12/2014	FEB MAINTENANCE
3193	INSURANCE INFORMATION EXCHANGE	90.10	03/12/2014	BACKGROUND INVESTIGATIONS
4187	INTERA, INC.	36,262.50	03/12/2014	MINIMUM FLOWS AND LEVELS
4921	JACKSON COUNTY UTILITIES	57.22	03/12/2014	WATER MFO

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

## COMPUTER PAID/EFT CHECK REGISTER

1717	JACKSON COUNTY PROPERTY APPRAISER	589.52	03/12/2014	2ND QTRLY PYMNT FY 13-14
2299	LIBERTY COUNTY SOLID WASTE	28.00	03/12/2014	FL RIVER DUMPSTER
3266	LOWE'S COMPANIES INC.	64.80	03/12/2014	TUBING FOR REDI-FLO 3 DISCHARG
3266	LOWE'S COMPANIES INC.	189.58	03/12/2014	MAINTENANCE SUPPLYS
4873	MAIN STREET AUTOMOTIVE, INC.	18.00	03/12/2014	FLEET SERVICES
2708	N. FLORIDA VAULT & SEPTIC TANK MFG.	600.00	03/12/2014	SEPIC TANKS-HQ
1205	OFFICE DEPOT, INC.	209.99	03/12/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	184.98	03/12/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	136.57	03/12/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	20.34	03/12/2014	GENERAL OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	6.79	03/12/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	(5.04)	03/12/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	144.51	03/12/2014	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD	307.50	03/12/2014	REGION III RWSP LEGAL AD
2663	PATIENTS FIRST APPELYARD, INC	49.00	03/12/2014	LABORATORY TESTING
2381	PORT SUPPLY	24.93	03/12/2014	TAPERED ROLLER FOR REDI-FLO 3
523	SANTA ROSA PRESS GAZETTE	56.44	03/12/2014	2014 ANNUAL GBM SCH AD SANTA R
4091	THE SHOE BOX	150.00	03/12/2014	SAFETY BOOTS-ZOIE HENDRICKS
3768	SMITH TRACTOR CO, INC	(2.78)	03/12/2014	REPAIR PARTS FOR JD GATOR UTV
3768	SMITH TRACTOR CO, INC	146.06	03/12/2014	REPAIR PARTS FOR JD GATOR UTV
4228	SOWELL TRACTOR CO., INC.	221.42	03/12/2014	BLOWER PARTS/ SAFETY SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	15.10	03/12/2014	MAILING TUBES
5126	SUPERIOR TREES, INC	225.60	03/12/2014	REPLACEMENT TREES AND GRASSES
2718	T & TRS, INC.	1,149.96	03/12/2014	REFRIGERATED TRAILER RENTAL
110	TALQUIN ELECTRIC COOPERATIVE, INC.	117.30	03/12/2014	WATER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	82.00	03/12/2014	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	4,404.98	03/12/2014	UTILITIES HQ
4377	STRICKLAND TRAVEL, INC.	532.00	03/12/2014	FLIGHT FEES
3941	TYLER TECHNOLOGIES, INC.	745.00	03/12/2014	MUNIS USER CONFERENCE REGISTRA
3711	US POSTAL SERVICE-HASLER	500.00	03/12/2014	POSTAGE FOR TALLAHASSEE METER
4557	VERIZON WIRELESS	720.18	03/12/2014	AIR CARDS
424	WALTON COUNTY TAX COLLECTOR	63.75	03/12/2014	REFUND OF TAXES
1305	WASTE MANAGEMENT - LEON COUNTY,INC	54.31	03/12/2014	SOLID WASTE MFO
1305	WASTE MANAGEMENT - LEON COUNTY,INC	140.00	03/12/2014	SOLID WASTE EFO

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

**COMPUTER PAID/EFT CHECK REGISTER**

4626	WASTE PRO OF FLORIDA, INC	149.84	03/12/2014	SOLID WASTE HQ
4651	PANAMA CITY CYCLES, INC	149.90	03/12/2014	ATV/ UTV HELMETS
<b>TOTAL CHECKS</b>		<b><u>108,163.77</u></b>		
4961	PETER FOLLAND	310.65	03/14/2014	EMPLOYEE TRAVEL
863	LANCE LAIRD	426.93	03/14/2014	EMPLOYEE TRAVEL
4299	SELINA POTTER	104.25	03/14/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	46.50	03/14/2014	SHIPPING REIMBURSEMENT
3823	KENNETH ANDREW ROACH	283.64	03/14/2014	EMPLOYEE TRAVEL
<b>TOTAL ACH TRANSFER</b>		<b><u>1,171.97</u></b>		
<b>TOTAL AP</b>		<b><u><u>109,335.74</u></u></b>		

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4923	JOHN ALTER	61.41	03/19/2014	BOARD TRAVEL
3293	ANGUS ANDREWS	96.12	03/19/2014	BOARD TRAVEL
2967	BANK OF AMERICA	241.19	03/19/2014	P CARD PURCHASES
2162	BARNES & NOBLE, INC	210.63	03/19/2014	BOOKS FOR GROUNDWATER STAFF
4845	CALHOUN COUNTY SHERIFF'S OFFICE	649.36	03/19/2014	CALHOUN CO SHERIFF-LAW ENFCMT/
2507	CALHOUN LIBERTY JOURNAL	25.50	03/19/2014	2014 GBM SCHEDULE AD IN CALHOU
3269	CDW GOVERNMENT, INC.	465.38	03/19/2014	REPLACEMENT TONER CARTRIDGES F
3269	CDW GOVERNMENT, INC.	1,122.44	03/19/2014	REPLACEMENT TONER CARTRIDGES F
4654	CERIDIAN BENEFITS SERVICES, INC	62.00	03/19/2014	MONTHLY CARRIER FEE FOR COBRA
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	03/19/2014	ADMIN FEES FOR FSA
4676	CITY OF MILTON FLORIDA	35.50	03/19/2014	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	14.86	03/19/2014	MILTON SEWER
4991	GARY CLARK	65.86	03/19/2014	BOARD TRAVEL
3904	DADE PAPER & BAG COMPANY	124.00	03/19/2014	PAPER TOWELS
3461	DANIELS JANITORIAL SERVICE	750.00	03/19/2014	JANITORIAL SERVICES FOR CRESTV
409	DAVIS SAFE & LOCK, INC	288.00	03/19/2014	EMERGENCY RE-KEY FOR HQ
1948	DELL MARKETING L.P.	1,804.82	03/19/2014	LAPTOP FOR GUY GOWENS AND IT S
1948	DELL MARKETING L.P.	1,555.18	03/19/2014	LAPTOP FOR GUY GOWENS AND IT S
1948	DELL MARKETING L.P.	246.99	03/19/2014	SERVER REPLACEMENT FOR ECONFIN
2526	ENVIRONMENTAL SIMULATIONS, INC.	6,000.00	03/19/2014	MODFLOW TRAINING COURSE
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	11,628.20	03/19/2014	FUEL CHARGES
2701	FLORIDA MUNICIPAL INSURANCE TRUST	3,814.41	03/19/2014	WORKERS COMP
2291	GULF COAST ELECTRIC COOPERATIVE, INC	288.02	03/19/2014	UTILITIES EFO
410	GULF COUNTY TAX COLLECTOR	2.35	03/19/2014	REFUND OF TAXES
61	JACKSON COUNTY FLORIDAN	83.05	03/19/2014	LEGAL AD
4946	ULYSSES D. JENKINS	75.00	03/19/2014	SECURITY FOR GOVERNING BOARD M
4952	LAW, REDD, CRONA & MUNROE, P.A.	5,950.00	03/19/2014	INTERNAL AUDIT FY 12/13
4986	PATRICIA LUJAN	7,374.16	03/19/2014	APRIL RENT CFO
252	MONTICELLO NEWS	37.15	03/19/2014	2014 ANNUAL GB MEETING SCHEDUL
5097	NETWORK CABLING SERVICES, INC	950.00	03/19/2014	MOVE NETWORK RACK TO DATA CENT
5097	NETWORK CABLING SERVICES, INC	850.00	03/19/2014	RENOVATIONS
1205	OFFICE DEPOT, INC.	37.84	03/19/2014	OFFICE SUPPLIES
4960	PARKWAY CAR CARE CENTER, INC.	422.20	03/19/2014	SERVICE OF 115HP MERCURY, CARO
4090	JERRY PATE	162.87	03/19/2014	BOARD TRAVEL

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

**COMPUTER PAID/EFT CHECK REGISTER**

4849	NICK PATRONIS	81.88	03/19/2014	BOARD TRAVEL
1180	PRIDE ENTERPRISES	147.12	03/19/2014	PRINTING ENVELOPES
4368	PROFESSIONAL HEALTH EXAMINERS	100.00	03/19/2014	LABORATORY TESTING
3960	GEORGE ROBERTS	81.88	03/19/2014	BOARD TRAVEL
4720	SOUTHWOOD SHARED RESOURCE CENTER	221.81	03/19/2014	PORT CHARGES
4967	SAMUEL SPRING	85.44	03/19/2014	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	576.98	03/19/2014	OFFICE SUPPLIES
5102	TEKSYSTEMS	1,400.00	03/19/2014	TEKSYSTEMS HELP DESK STAFFING
4289	TRI STATE EMPLOYMENT SERVICE, INC.	333.44	03/19/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	367.81	03/19/2014	TEMP SERVICES
385	WAKULLA NEWS	89.00	03/19/2014	2014 ANNUAL GB MEETING SCH AD
4038	WINDSTREAM COMMUNICATIONS	45.99	03/19/2014	EFO & 800#'S
	<b>TOTAL CHECKS</b>	<b><u>49,150.84</u></b>		
4961	PETER FOLLAND	220.00	03/19/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	220.00	03/19/2014	EMPLOYEE TRAVEL
	<b>TOTAL ACH TRANSFER</b>	<b><u>440.00</u></b>		
	<b>TOTAL AP</b>	<b><u><u>49,590.84</u></u></b>		



VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	4,275.57	03/27/2014	EMPLOYEE DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	654.25	03/27/2014	EMPLOYEE LIFE INS
4833	ASSURANT EMPLOYEE BENEFITS	1,448.26	03/27/2014	EMPLOYEE LTD
95	AT&T	308.80	03/27/2014	EFO PHONE
5089	ATKINS NORTH AMERICA, INC.	26,472.06	03/27/2014	MINIMUM FLOWS AND LEVELS DEVEL
2967	BANK OF AMERICA	1,750.00	03/27/2014	EMPLOYEE TRAINING
2967	BANK OF AMERICA	599.88	03/27/2014	SUBSCRIPTION FOR ADOBE CREATIV
2967	BANK OF AMERICA	399.00	03/27/2014	COMPUTER SOFTWARE FOR INSPECTO
2992	BANK OF AMERICA	126.15	03/27/2014	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	477.72	03/27/2014	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	835.29	03/27/2014	ACCOUNT ANALYSIS
4180	BA MERCHANT SERVICES	155.84	03/27/2014	TRANSACTION FEES FOR E-PERMITT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	03/27/2014	RETIREE MEDICARE
1617	CAPITAL HEALTH PLAN	69,394.74	03/27/2014	EMPLOYEE HEALTH INSURANCE
3524	CITY OF CRESTVIEW	40.85	03/27/2014	CFO WATER AND SEWER
3289	CITY OF TALLAHASSEE	33.97	03/27/2014	LAKESHORE DATA COLLECTION
2820	CONTINENTAL MILANO IMAGING PRODUCTS	460.00	03/27/2014	PLOTTER PAPER FOR HQ
97	THE DEFUNIAK HERALD	34.88	03/27/2014	LEGAL AD
1948	DELL MARKETING L.P.	384.45	03/27/2014	SERVER REPLACEMENT FOR ECONFIN
45	DMS	8,801.58	03/27/2014	MILTON PHONE
2972	EDWARDS FIRE PROTECTION, INC.	782.14	03/27/2014	FIRE EXTINGUISHER SERVICE FOR H
4855	ENVIRON SERVICES INCORPORATED	275.00	03/27/2014	JANITORIAL SERVICE - MFO
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	3,212.00	03/27/2014	3RD QTR PYMNT FY 13-14
2701	FLORIDA MUNICIPAL INSURANCE TRUST	25,808.00	03/27/2014	3RD QTR BILLING
24	FLORIDA PUBLIC UTILITIES COMPANY	545.01	03/27/2014	ELEC. MFO
3337	FORESTECH CONSULTING	8,484.25	03/27/2014	F4 TECH FOR LAND MANAGEMENT DA
4950	FRIENDS OF THE RESERVE, INC.	15.00	03/27/2014	REGISTRATION FOR LOW IMPACT D
65	GADSDEN COUNTY TIMES	50.15	03/27/2014	LEGAL AD
4042	GGI, LLC, DBA GENESIS GROUP	7,415.29	03/27/2014	CNT 06-068
3282	W.W. GRAINGER, INC.	10.75	03/27/2014	RESTROOM SIGNS FOR I.T. BUILDI
410	GULF COUNTY TAX COLLECTOR	2.28	03/27/2014	REFUND OF TAXES
4607	MAIL FINANCE INC	259.00	03/27/2014	MAILING SYSTEM LEASE FOR CARR,
4607	MAIL FINANCE INC	126.00	03/27/2014	MAILING SYSTEM LEASE FOR CARR,
4607	MAIL FINANCE INC	86.67	03/27/2014	LEASE FOR CRESTVIEW MAIL MACHI

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP**

**COMPUTER PAID/EFT CHECK REGISTER**

5120	JOHNSON'S AUTO REPAIR, INC.	197.10	03/27/2014	OPEN PURCHASE ORDER-ERP CARR
5018	KENNY'S MOTOR SPORTS, INC.	279.40	03/27/2014	ATV REPAIR PARTS FOR SUZUKI (I
5018	KENNY'S MOTOR SPORTS, INC.	158.14	03/27/2014	ATV PARTS FOR SUZUKIS (ID #S 3
3266	LOWE'S COMPANIES INC.	24.22	03/27/2014	STATION INSTALLATION SUPPLIES
3406	NEECE TRUCK TIRE CENTER INC.	100.79	03/27/2014	TIRE FOR WMD #2421 AT CARR
2663	PATIENTS FIRST APPELYARD, INC	49.00	03/27/2014	LABORATORY TESTING
71	PETTY CASH	102.00	03/27/2014	PETTY CASH
4601	PORTLAND LUMBER YARD, INC	903.98	03/27/2014	SIGN FRAME AND TOILET STAND MA
906	PURVIS, GRAY AND COMPANY	11,250.00	03/27/2014	FINANCIAL AUDIT SERVICES
3768	SMITH TRACTOR CO, INC	217.79	03/27/2014	PARTS FOR JOHN DEERE GATOR
4720	SOUTHWOOD SHARED RESOURCE CENTER	258.06	03/27/2014	SHARED RESOURCE NETWORK
4289	TRI STATE EMPLOYMENT SERVICE, INC.	378.13	03/27/2014	TEMP SERVICES
3696	URS CORPORATION	17,830.77	03/27/2014	CNT 07-029 TASK 108
3696	URS CORPORATION	20,435.45	03/27/2014	CNT 07-029 TASK 107
3696	URS CORPORATION	11,020.08	03/27/2014	CNT 07-029 TASK 104
3696	URS CORPORATION	2,230.00	03/27/2014	CNT 07-029 TASK 92
3696	URS CORPORATION	13,280.00	03/27/2014	CNT 07-029 TASK 85
3696	URS CORPORATION	40,287.60	03/27/2014	CNT 07-029 TASK 110
3696	URS CORPORATION	1,341.38	03/27/2014	CNT 07-029 TASK 109
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	11,095.20	03/27/2014	LAW ENFORCEMENT/SECURITY
5015	WESTON TRAWICK, INC.	12,149.31	03/27/2014	ELECTRICAL & DATA WIRING-NEW I
<b>TOTAL CHECKS</b>		<b><u>307,655.31</u></b>		
3452	KRISTOPHER BARRIOS	27.99	03/28/2014	REIMBURSEMENT FOR BLUETOOTH SOFTWARE
4966	DAVID REED CHERRY	207.13	03/28/2014	EMPLOYEE TRAVEL
3080	STEVEN COSTA	207.13	03/28/2014	EMPLOYEE TRAVEL
4961	PETER FOLLAND	110.00	03/28/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	260.96	03/28/2014	EMPLOYEE TRAVEL
4642	COAKLEY TAYLOR	200.00	03/28/2014	EMPLOYEE TRAVEL
<b>TOTAL ACH TRANSFER</b>		<b><u>1,013.21</u></b>		
<b>TOTAL AP</b>		<b><u><u>308,668.52</u></u></b>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

MARCH 2014

DIRECT DEPOSIT	03/07/2014	205,070.09
CHECKS	03/07/2014	9,819.07
FLEX SPENDING EFT	TF079	1,417.15
DIRECT DEPOSIT	03/22/2013	207,724.30
CHECKS	03/21/2014	9,449.70
FLEX SPENDING EFT	TF081	1,415.55

\$ 434,895.86

APPROVED:

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

\_\_\_\_\_  
May 8, 2014

Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Cleta Wolverton, Budget and Fiscal Analyst  
Division of Administration

DATE: April 23, 2014

SUBJECT: Consideration of Resolution No. 786 Amending the Fiscal Year 2013-2014  
Budget (Amendments No. 3, 4, 5, and 6)

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The Northwest Florida Water Management District is proposing four amendments to the Fiscal Year 2013-2014 Budget, as summarized below:

Amendment No. 3

Budget Amendment No. 3 increases contractual services expenditure budget authority and revenue in the amount of \$15,300. The amendment is needed for engineering, design, and permitting in three MOEX stormwater retrofit project facilities (Lisenby Avenue Pond, Overbrook Pond, and Tanglewood Pond). The funding is cost reimbursable through the District's existing Revenue Contract 13-013 with the Florida Department of Environmental Protection (DEP).

Amendment No. 4

Budget Amendment No. 4 increases contractual services expenditure budget authority in the amount of \$76,670. The amendment is needed to complete development, calibration, and verification of the Apalachicola Bay Hydrodynamic Model in a timely manner in order to facilitate restoration and recovery of Apalachicola Bay water resources. The model is a vital tool to evaluate alternatives for restoring the oyster resources, particularly in light of the recent fishery disaster in the bay. General Fund reserves is the source of funding for this amendment.

Amendment No. 5

Budget Amendment No. 5 increases contractual services expenditure budget authority in the amount of \$301,100. The amendment reflects costs associated with incorporating monitoring for the Wakulla Springs and Sally Ward complex into the St. Marks River Rise Minimum Flows and Levels (MFLs) Work Plan under development this Fiscal Year. Completion of the well construction and survey activities are vital to completion of the MFL for the St. Marks River

Rise by 2018, as identified in the District’s 2014 MFL Priority List, which was approved by DEP. General Fund reserves is the source of funding for this amendment.

Amendment No. 6

The amendment realigns salary and benefit budget across funds and projects to provide an adequate budget based on the current year’s work activities.

Summary of Fund Impacts

<b><u>Fund</u></b>	<b><u>Increase</u></b>	<b><u>Decrease</u></b>	<b><u>Impact</u></b>
General Fund	0	7,800	(7,800)
Projects Fund	1,081,805	655,935	425,870
Mitigation Fund	0	25,000	(25,000)
Total	<u>1,081,805</u>	<u>688,735</u>	<u>393,070</u>

Summary

The net effect of the changes is an increase in revenue of \$15,300 and an increase in spending authority of \$393,070.

Recommendation

Staff recommends that the Governing Board approve Resolution No. 786, amending the Fiscal Year 2013-2014 Budget and allowing staff to realign revenues and reserves to maintain the proper balance in each fund.



Jonathan P. Steverson  
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. 786

### NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2013-2014 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. 781, after a public hearing on September 26, 2013, 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, 2013 through September 30, 2014; and

**WHEREAS**, in accordance with section 189.418(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 increases or decreases 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 District, that:

1. The Budget is hereby amended as summarized in the memorandum dated April 23, 2014 requesting Amendment No. 3, and Amendment No. 4, Amendment No. 5, and Amendment No. 6 to the Fiscal Year 2013-2014 budget.
2. Budget Amendment No. 3 provides an increase in budget authority and revenue in the amount of \$15,300 for contractual services for stormwater retro-fit projects activities.

GEORGE ROBERTS  
Chair  
Panama City

JERRY PATE  
Vice Chair  
Pensacola

JOHN ALTER  
Malone

GUS ANDREWS  
DeFuniak Springs

STEPHANIE BLOYD  
Panama City Beach

GARY CLARK  
Chipley

JON COSTELLO  
Tallahassee

NICK PATRONIS  
Panama City Beach

BO SPRING  
Port Saint Joe

3. Budget Amendment No. 4 provides an increase in budget authority in the amount of \$76,670 for contractual services for water resource activities and the use of fund balance.
4. Budget Amendment No. 5 provides an increase in budget authority in the amount of \$301,100 for contractual services for minimum flows and levels activities and the use of fund balance.
5. Budget Amendment No. 6 reallocates budget authority across funds and projects to properly reflect activities performed and accurately assign costs with no increase to the total District budget.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of May, 2014, A.D.

The Governing Board of the  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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George Roberts, Chair

**ATTEST:**

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Secretary/Treasurer

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

FROM: Division of Resource Management

DATE: April 22, 2014

SUBJECT: Consideration of a Grant Agreement with the City of Mexico Beach for Stormwater Retrofit Projects in the St. Andrew Bay Watershed

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#### Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the City of Mexico Beach to provide up to \$427,815 in District grant funding for stormwater retrofit projects to improve water quality in the St. Andrew Bay watershed.

#### Discussion:

Starting in 2005, the Florida Legislature allocated funding to the District to implement St. Andrew Bay Surface and Water Improvement and Management (SWIM) projects. The District's Fiscal Year 2013-2014 budget includes \$3,937,300 for implementation of grant projects to protect and restore water quality and watershed resources in St. Andrew Bay. Including the proposed grant of \$427,815, a total of \$3,796,010 or 96 percent of the allocated funds will have been expended this fiscal year to protect the Bay.

The proposed agreement with the City of Mexico Beach will provide grant funding for the installation of stormwater treatment systems that will reduce pollution and improve water quality in the St. Andrew Bay watershed. This project will consist of modifications to the existing stormwater management facility to improve water runoff quality while providing flood attenuation around 15th Street, Wysong Avenue, Texas Drive, and Georgia Avenue in Mexico Beach, Florida. The intent of the project is to increase the conveyance and treatment capacity of the roadside swales and existing ditches.

In addition, this project will reduce the impact of pollutant discharge in stormwater before it is discharged to the bay by replacing the large box culvert under Georgia Avenue and installing a Nutrition Separating Baffle Box (NSBB). The NSBB redirects flow and allows debris to collect in a trash rack, which can be easily accessed through a manhole at the top of the baffle box. As the maintenance of the baffle box is key to removing the pollutants, the trash rack will be cleaned on a regular basis, which will be determined after installation and observation. The City of Mexico Beach will retain perpetual maintenance responsibilities for the NSBB.

The St. Andrew Bay system is renowned for its environmental and economic resources and is widely recognized as a waterbody of state and national significance. It is a high priority under the SWIM program, and it has been designated a State Aquatic Preserve. Significant improvements have been accomplished in this watershed including stormwater retrofit and restoration projects, land acquisition, and wastewater improvements. This proposed project will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities.

Attachment: Proposed Grant Agreement



# **GRANT AGREEMENT**

**BETWEEN**

**THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**THE CITY OF MEXICO BEACH**

**FOR**

**STORMWATER IMPROVEMENT PROJECTS IN THE ST. ANDREW BAY WATERSHED**

**NFWWMD CONTRACT NUMBER 14-XXX**

**WITNESSETH:**

WHEREAS, the City of Mexico Beach, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Bay County, Florida, has proposed construction of stormwater water quality facilities and other improvements to reduce pollutants and improve the water quality of stormwater runoff prior to its discharge into bayous that ultimately flow into St Andrew Bay; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the St. Andrew Bay Watershed; and

WHEREAS, the DISTRICT, is authorized under 373.083(1), Florida Statutes to contract with public agencies; and

WHEREAS, the Florida Legislature has appropriated funding to the DISTRICT for “St. Andrew Bay Surface Water Improvement and Management (SWIM) Project,” and

WHEREAS, the installation of stormwater improvement projects in the St. Andrew Bay watershed, as proposed by the GRANTEE, will retrofit existing stormwater facilities and in the process provide needed water quality treatment; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and GRANTEE agree as follows:

The DISTRICT agrees:

- A. To provide funding, on a reimbursement basis, not to exceed \$427,815 for stormwater improvement projects in the St. Andrew Bay watershed, as described in the Scope of Work (ATTACHMENT 1).
- B. To provide payment of funds indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE. Invoices may be submitted no more frequently than monthly. All invoices must be

submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:
  - A. To complete stormwater improvement projects in the St. Andrew Bay watershed, as described in the Scope of Work (ATTACHMENT 1).
  - B. To obtain all necessary permits for project construction and operation.
  - C. To administer any engineering and construction contracts.
  - D. To invoice the DISTRICT for approved expenses in support of the survey and engineering for stormwater improvement projects in the St. Andrew Bay Watershed, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than monthly and must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof. Supporting documentation shall reflect actual out-of-pocket expenses.
  - E. To provide to the DISTRICT all deliverables specified in the Scope of Work (ATTACHMENT 1). Deliverables will be provided to District staff during project implementation. Final deliverables may be submitted in either hard copy or electronic format.
  - F. To construct, own, operate, and maintain the facilities constructed in accordance with all necessary permits, including those issued by the DISTRICT, Bay County, the GRANTEE, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
  - G. To inspect and maintain the stormwater treatment systems pursuant to manufacturers recommended requirements to ensure the intended level of treatment. The maintenance schedule will be determined by evaluating each site to determine the frequency of maintenance required to maintain the treatment systems at optimal operational condition to provide the intended level of treatment. Maintenance of the systems will include removing all the accumulated stormwater sediment and debris and providing a maintenance report to the DISTRICT. The maintenance report(s) will be provided to the DISTRICT biannually for four years after completion and installation of the stormwater treatment systems. This maintenance report requirement may be terminated by the DISTRICT with a written notice.
  - H. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary.
  - I. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of surveying, engineering, permitting and constructing the stormwater improvement projects, as described in the Scope of Work (ATTACHMENT 1).
  - J. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

- K. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.
3. It is mutually understood and agreed that:
- A. This AGREEMENT shall remain in effect until September 30, 2015, unless extended by mutual written consent.
  - B. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.
  - C. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice prior to the award of construction contracts.
  - D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
  - E. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate. In this event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
  - F. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.
  - G. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
  - H. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
  - I. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) #37.039. As a recipient of these funds, your entity, as the GRANTEE, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds. The GRANTEE shall satisfy specific requirements, as set forth in ATTACHMENT 3, Single Audit Act Requirements.
  - J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- K. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- L. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- M. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE’s Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

**CITY OF MEXICO BEACH**

Chris Hubbard, City Administrator  
City of Mexico Beach  
P.O. Box 13425  
Mexico Beach, FL 32410  
(850) 648-5700  
[c.hubbard@mexicobeachgov.com](mailto:c.hubbard@mexicobeachgov.com)

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

John Crowe, Associate Hydrologist  
NFWWMD  
81 Water Management Drive  
Havana, Florida 32333  
(850) 539-5999  
[John.Crowe@nfwfwd.state.fl.us](mailto:John.Crowe@nfwfwd.state.fl.us)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

**NORTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT**

**CITY OF MEXICO BEACH**

By: \_\_\_\_\_  
Jonathan P. Steverson, Executive Director

By: \_\_\_\_\_  
Al Cathey, Mayor

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

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

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND  
THE CITY OF MEXICO BEACH

**ATTACHMENT 1 – SCOPE OF WORK**

**Background**

The project will consist of modifications to the existing stormwater management facility for the purpose of improving water runoff quality while providing flood attenuation around 15<sup>th</sup> Street, Wysong Avenue, Texas Drive, and Georgia Avenue in Mexico Beach, Florida. The intent of the project is to increase the conveyance and treatment capacity of the roadside swales and existing ditch between Wysong Avenue and Texas Drive. Additionally, this project will reduce the impact of pollutant discharge with the replacement of the large box culvert under Georgia Avenue and the installation of a Nutrition Separating Baffle Box (NSBB) before stormwater is discharged into the Gulf of Mexico.

**Project Description**

Water quality is an issue within the project area. The lack of appropriate stormwater treatment facilities and drainage infrastructure compounds the problem because there is no treatment of stormwater runoff before it discharges into surface waters.

In order to improve stormwater treatment and conveyance, the roadside ditch on the south side of 15<sup>th</sup> Street from Robin Lane to 5<sup>th</sup> Street may be cleaned and regraded. Additionally, it is intended that all side road cross drains may be replaced.

Also as a part of this project, the existing ditch between Wysong Avenue and Texas Drive will be cleaned and regraded in order to increase the treatment capacity of the ditch and ensure that stormwater is conveyed to the treatment structures.

Finally, the existing box culvert located under Georgia Avenue is currently deteriorating and not functioning properly. This box culvert will be replaced and a NSBB will be installed in order to improve the water quality of stormwater runoff. The baffle box/trash trap will consist of a diversion weir, bar rack grate and nutrient filtration system. The diversion weir would be located in the center of the baffle box and redirect base flow into the trash trap. The water can flow through the bar rack grate, allowing debris to collect in a trash rack at the top of the treatment vault. During storm events, the nutrient filter will remove up to 87% of total phosphorus and 47% of total nitrogen.

The maintenance of the baffle box/trash rack is also a key element in maintaining the removal efficiency. The baffle box/trash rack is designed to allow for easy access through a manhole at the top of the baffle box, and will open to allow for access to maintain the structure. The baffle box/trash trap will be cleaned on a regular basis, which will be determined after installation and observation. The City of Mexico Beach will retain perpetual maintenance responsibilities for the baffle box/trash trap.

**Anticipated Schedule**

The anticipated schedule, described in months following grant agreement approval, is as follows:

Task	Scheduled Completion Date
Execution of this Grant Agreement	Month 1
Improvements Design	Month 6
Construction Procurement	Month 8
Improvement Construction	Month 16

**Anticipated Project Cost and Funding**

**Grant Project Budget Table**

**Project: City of Mexico Beach Stormwater Improvements**

**Grantee: City of Mexico Beach**

<b>Budget by Task</b>	<b>NFWWMD Grant</b>	<b>Matching Funds</b>	<b>Source</b>
<b>1) Design</b>	<b>\$ 24,084.17</b>	<b>\$</b>	<b>NFWWMD</b>
<b>2) Surveying *</b>	<b>\$ \$10,000.00</b>	<b>\$ \$10,000.00</b>	<b>NFWWMD/MB</b>
<b>3) Permitting</b>	<b>\$ 3,500.00</b>	<b>\$</b>	<b>NFWWMD</b>
<b>4) Property</b>	<b>\$</b>	<b>\$ 100,000.00</b>	<b>MB</b>
<b>5) Construction</b>	<b>\$ 373,862.51</b>	<b>\$</b>	<b>NFWWMD</b>
<b>6) Construction Engineering and Inspection</b>	<b>\$ 16,368.30</b>	<b>\$</b>	<b>NFWWMD</b>
<b>Total</b>	<b>\$ 427,814.98</b>	<b>\$ 110,000.00</b>	<b>\$ 537,814.98</b>

*\* The City of Mexico Beach can provide a portion of the survey required but will require that NFWWMD also provide a portion.*

**Deliverables**

1. The GRANTEE shall complete the project as described above.
2. With each invoice the GRANTEE shall provide the following:

- a. Description of activities completed during the invoice period;
  - b. Design drawings and project area map, as available, if not previously provided;
  - c. Expense backup documentation, in sufficient detail for proper pre-audit and post-audit.
3. The GRANTEE shall provide semiannual progress reports to include the following:
- a. Description of facility construction to date;
  - b. Design drawings and project area map (unless provided previously);
  - c. Photographic record of project activities and progress to date;
  - d. Work plan and schedule for the remainder of the project. Note any changes to anticipated schedule outlined above; and
  - e. Summary of construction and total project costs to date, itemized by major component.
4. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
- a. Project Summary Statement outlining accomplishments, problems encountered solutions, and future recommendations.
  - b. Design drawings and project area map, if not previously provided.
  - c. Detailed description of the objectives and anticipated outcomes of the planned construction project, to include estimates of the number of people ultimately served, anticipated fire flow and water storage improvements, and any other improvements planned.
  - d. Documentation of project costs, including grant funding and funding from other sources.

Specified deliverables must be provided in electronic format unless otherwise approved.

# GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY OF MEXICO BEACH

## ATTACHMENT 2: Single Audit Act Requirements

Pursuant to Grant Award No. 14-XXX, state financial assistance was awarded to the GRANTEE as follows:

Statewide Surface Water Restoration and Wastewater Projects: Ecosystem Management and Restoration Trust Fund: **\$427,815**.

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA# 37.039. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds.

- A. The Grantee shall comply with the applicable provisions contained in the **Attachment Section 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to the **Attachment** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of the **Attachment**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the District's Grants Manager at 850/539-5999 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in the **Attachment, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a sub-recipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Non-state Organizations Recipient/Sub-recipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the District for assistance with questions pertaining to the applicability of these requirements.

It is the responsibility of the District to notify recipients of state and federal financial assistance of their responsibility to file single audit reports to the proper authorities if they expend \$500,000 or more within their fiscal year. Attached is a copy of the Special Audit Requirements for your reference and convenience.

If you have any questions please contact Jean Whitten or Amanda Bedenbaugh at (850) 539-5999. Fax: (850) 539-2777.



## ATTACHMENT 3, Section 2

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District", or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Northwest Florida Water Management District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.

In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART II: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Northwest Florida Water Management District at the following address:

**Bureau of Finance & Accounting**  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of

the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

**Bureau of Finance & Accounting**  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Northwest Florida Water Management District at the following address:

**Bureau of Finance & Accounting**  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

**Bureau of Finance & Accounting**  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to

such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

**ATTACHMENT 3, Exhibit 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program Number	Funding Source	District Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
	<i>SWIM (Ecosystem TF)</i>	<i>2013-2014</i>	<i>37.039</i>	<i>Engineering and Construction Grant</i>	<i>\$427,815</i>

*(1.) Contact District for specific funding source amounts.*

<b>Total Award</b>				<b>\$427,815</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Governing Board

FROM: Division of Resource Management

DATE: April 21, 2014

SUBJECT: Consideration of Grant Agreement with the City of Carrabelle for the Marine Street Stormwater Retrofit Project

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#### Recommendation

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the City of Carrabelle to provide up to \$462,000 in grant funding for implementation of the Marine Street Stormwater Retrofit Project. The project will be funded by the Ecosystem Management and Restoration Trust Fund, pursuant to a legislative appropriation for the Apalachicola Bay SWIM Program.

#### Discussion

The Marine Street Stormwater Retrofit Project will treat stormwater discharging into the Carrabelle River and ultimately into St. George Sound, part of the Apalachicola Bay system. The project includes two primary components: stormwater conveyance and water quality improvements and a bioretention system along Marine Street prior to the discharge of stormwater into the river.

The waterfront along the Carrabelle River has great historical and cultural significance to the community, and is very important to local tourism and economic development. In recent years the City has constructed a public boat ramp, pavilion, boardwalk and pedestrian-friendly linear park features along the south end of Marine Street. This part of Marine Street plays an important role in local passive recreation and special events, and frequently receives heavy pedestrian use.

Currently, the south end of Marine Street is not served by adequate drainage facilities. The proposed project will reduce pollutants in runoff discharged to the Carrabelle River, while simultaneously relieving localized drainage deficiencies in the waterfront boardwalk area along Marine Street and the west end of Avenue F. Runoff will be treated using a “treatment train” approach consisting of pre-treatment for removal of solids and floatables, followed by bioretention treatment for further removal of dissolved pollutants and smaller suspended pollutants. A “smart box” component will be provided in the design between the pretreatment stage and the bioretention cell to capture first flush runoff while bypassing subsequent runoff from higher flow events.

The Apalachicola Bay system is renowned for its environmental and economic resources and widely recognized as a waterbody of state and national significance. It is the District’s highest priority under the Surface Water Improvement and Management (SWIM) program, and has been designated an Outstanding Florida Water, a State Aquatic Preserve, and an International Biosphere Reserve. The District, state and federal agencies, and local governments have made extensive investments in implementing retrofit and restoration projects and in acquiring and protecting lands along both the river and the bay. This proposed project will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities.

Attachment: Proposed Grant Agreement

# **GRANT AGREEMENT**

**BETWEEN**

**THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**THE CITY OF CARRABELLE**

**FOR**

**MARINE STREET STORMWATER RETROFIT PROJECT**

**NFWWMD CONTRACT NUMBER 14-XXX**

**WITNESSETH:**

WHEREAS, the City of CARRABELLE, a Florida Municipal Corporation (hereinafter referred to as the GRANTEE) located in Franklin County, Florida, has identified the need for construction of stormwater retrofit facilities to improve the treatment of stormwater runoff prior to its discharge into Apalachicola Bay; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has developed and approved a Surface Water Improvement and Management (SWIM) plan with the objective of protecting and restoring water quality and watershed resources throughout the Apalachicola River and Bay Watershed; and

WHEREAS, the Florida Legislature has appropriated funding to the DISTRICT for “Apalachicola River and Bay Surface Water Improvement and Management (SWIM) Program,” and

WHEREAS, the Stormwater Improvement Project identified within, as proposed by the GRANTEE, will retrofit existing stormwater management systems to improve water quality treatment; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and GRANTEE agree as follows:

1. The DISTRICT agrees:
  - A. To provide funding, on a reimbursement basis, not to exceed four-hundred sixty two thousand dollars (\$462,000.00) for implementation of the Marine Street Stormwater Retrofit Improvement Project, as described in the Scope of Work (ATTACHMENT 1).
  - B. To provide payment of funds, on a reimbursement basis, indicated in Paragraph 1.A. for work satisfactorily completed within 30 days of receipt of approved invoices from the GRANTEE. Invoices may be submitted no more frequently than monthly. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.

2. The GRANTEE agrees:
  - A. To complete Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1).
  - B. To obtain all necessary permits for project construction and operation.
  - C. To administer any engineering and construction contracts.
  - D. To invoice the DISTRICT for approved expenses in support of Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1). Invoices may be submitted no more frequently than quarterly, must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof, and shall be limited to amounts specified in released Task Orders, as described in the Scope of Work.
  - E. To provide to the DISTRICT all deliverables specified in the Scope of Work (ATTACHMENT 1). Deliverables will be provided to District staff during project implementation. Final deliverables must be submitted in electronic format.
  - F. To construct, own, operate, and maintain the facilities constructed in accordance with all necessary permits, including those issued by the DISTRICT, Franklin County, the GRANTEE, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
  - G. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, and other services, as necessary.
  - H. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of Water Quality Improvement Projects, as described in the Scope of Work (ATTACHMENT 1).
  - I. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
  - J. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.
3. It is mutually understood and agreed that:
  - A. This AGREEMENT shall remain in effect until September 30, 2015, unless extended by mutual written consent.
  - B. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.

- C. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice.
- D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
- E. This AGREEMENT is subject to the availability of funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate. In this event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
- F. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.
- G. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
- H. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
- I. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) #37.022. As a recipient of these funds, your entity, as the GRANTEE, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds. The GRANTEE shall satisfy specific requirements, as set forth in ATTACHMENT 2, Single Audit Act Requirements.
- J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- K. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.



- L. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- M. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE's Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

**CITY OF CARRABELLE**

Susan McConnell  
 ECT, Inc.  
 2507 Callaway Road  
 Suite 102  
 Tallahassee, FL 32303  
 (850) 383-0009  
[smcconnell@ectinc.com](mailto:smcconnell@ectinc.com)

**NORTHWEST FLORIDA WATER  
 MANAGEMENT DISTRICT**

Linda Chaisson, P.E.  
 NFWFMD  
 Associate Hydrologist  
 81 Water Management Drive  
 Havana, Florida 32333-4712  
 (850) 539-5999  
[Linda.Chaisson@nfwfmd.state.fl.us](mailto:Linda.Chaisson@nfwfmd.state.fl.us)

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

**NORTHWEST FLORIDA WATER  
 MANAGEMENT DISTRICT**

**CITY OF CARRABELLE**

By: \_\_\_\_\_  
 Jonathan P. Steverson  
 Executive Director

By: \_\_\_\_\_  
 Wilburn Messer  
 Mayor

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

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

**ATTACHMENT 1 – SCOPE OF WORK**

**Marine Street Stormwater Retrofit Project**

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**Background**

The City of Carrabelle is situated at the mouth of the Carrabelle River, which discharges into St George Sound – part of the Apalachicola Bay system – adjacent to the Apalachicola Bay State Aquatic Preserve. The historical working waterfront along the Carrabelle River has great historical and cultural significance to the community, and is very important to local tourism and economic development. In recent years the City has constructed a public boat ramp, pavilion, boardwalk and pedestrian-friendly linear park features along the south end of Marine Street. This part of Marine Street plays an important role in local passive recreation and special events, and frequently receives heavy pedestrian use.

The south end of Marine Street is not currently served by adequate drainage facilities. The proposed project will reduce pollutants in runoff discharged to the Carrabelle River, while simultaneously relieving localized drainage deficiencies in the waterfront boardwalk area along Marine Street and the west end of Avenue F. Runoff will be treated using a “treatment train” approach consisting of pre-treatment for removal of solids and floatables, followed by bioretention treatment for further removal of dissolved pollutants and smaller suspended pollutants. A “smart box” component will be provided in the design between the pretreatment stage and the bioretention cell, to capture first flush runoff while bypassing subsequent runoff from higher flow events.

The GRANTEE shall accomplish design, permitting, and construction of the following stormwater improvements:

1. Phase I - Marine Street Stormwater Conveyance and Water Quality Improvements
2. Phase II – Marine Street Bioretention Stormwater Quality Improvements

These stormwater improvements shall be designed and constructed specifically to improve water quality within receiving waters in Apalachicola Bay. Constructed systems shall be designed to treat NPS pollutants, to include nutrients, bacteria, and other priority parameters as determined through basin analysis. Other public benefits, such as improved flood protection, may also be achieved through design and construction of multi-purpose stormwater facilities.

**Project Funding and Implementation**

Funding provided through this AGREEMENT shall not exceed the lesser of \$462,000 or the actual costs of completing the specified projects.

Expenses eligible for funding under this AGREEMENT include:

- Engineering, design, surveying, and permitting;
- Construction; and
- Construction management

Distribution of funding to the GRANTEE shall be coordinated with specific project assignments through the signed approval and execution of Task Orders by the DISTRICT and GRANTEE for each of the above project phases. Detailed scopes of work and project-specific costs shall be identified and included within each Task Order. The GRANTEE may invoice the DISTRICT for reimbursement only for project work specified within executed Task Orders.

For each approved and executed Task Order, work will be paid by the District on a cost reimbursement basis for completed work. The first Task Order shall be for engineering design, surveying, and permitting. Following successful permitting, a second Task Order shall be executed between the District and the Grantee for Phase I construction activities. The final Task Order shall include the Phase II construction activities.

Upon completion of each Project Task Order, the GRANTEE shall provide full documentation to the DISTRICT, in accordance with the deliverables listed below, to include documentation of the GRANTEE's expenditures and a project completion report. A Final Project Summary Report shall be submitted when all Task Orders are completed.

**Deliverables**

The GRANTEE shall complete the project as described above.

1. With each invoice the GRANTEE shall provide the following:
  - a. Description of activities completed during the invoice period;
  - b. Design drawings and project area map, as available, if not previously provided;
  - c. Photographic record of project activities and progress to date; and
  - d. Expense backup documentation, in sufficient detail for proper pre-audit and post-audit.
2. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
  - a. Project Summary Statement outlining accomplishments, problems encountered solutions, and future recommendations;
  - b. Design drawings and project area map;
  - c. Photographic record of project activities and completion;
  - d. Documentation of final construction approval from the applicable permitting authorities;
  - e. Estimated pollution loading from the basin, and estimated pollutant load reduction from the specific facilities constructed; and
  - f. Documentation of project costs, including grant funding and funding from other sources. Documentation shall include copies of checks issued by the GRANTEE or other comparable payment documentation.

Specified deliverables must be provided in electronic format.

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT  
DISTRICT AND THE CITY OF CARRABELLE

**ATTACHMENT 2: Single Audit Act Requirements**

Pursuant to Grant Award No. 14-XXX, state financial assistance was awarded to the GRANTEE as follows:

Stormwater Management Projects: Ecosystem Management and Restoration Trust Fund: **\$462,000**.

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA# 37.039. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds.

- A. The Grantee shall comply with the applicable provisions contained in the **Attachment Section 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to the **Attachment** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of the **Attachment**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the District's Grants Manager at 850/539-5999 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in the **Attachment, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_.210 for determining whether the relationship represents that of a sub-recipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Non-state Organizations Recipient/Sub-recipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the District for assistance with questions pertaining to the applicability of these requirements.

It is the responsibility of the District to notify recipients of state and federal financial assistance of their responsibility to file single audit reports to the proper authorities if they expend \$500,000 or more within their fiscal year. Attached is a copy of the Special Audit Requirements for your reference and convenience.

If you have any questions please contact Jean Whitten or Amanda Bedenbaugh at (850) 539-5999. Fax: (850) 539-2777.

## ATTACHMENT 2, Section 2

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District", or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Northwest Florida Water Management District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required.

In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## **PART II: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Northwest Florida Water Management District at the following address:

Northwest Florida Water Management District  
Bureau of Finance and Accounting  
81 Water Management Drive  
Havana, Florida 32333-4712
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

Northwest Florida Water Management District  
Bureau of Finance and Accounting  
81 Water Management Drive  
Havana, Florida 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at the following address:

Northwest Florida Water Management District  
Bureau of Finance and Accounting  
81 Water Management Drive  
Havana, Florida 32333-4712

- B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

Northwest Florida Water Management District  
Bureau of Finance and Accounting  
81 Water Management Drive  
Havana, Florida 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Northwest

Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

**ATTACHMENT 2, Exhibit 1**

**FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program Number	Funding Source	District Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
	<i>Water Management Lands Trust Fund</i>	<i>2013-2014</i>	<i>37.022</i>	<i>Engineering and Construction Grant</i>	<i>\$462,000</i>

*(1.) Contact District for specific funding source amounts.*

<b>Total Award</b>				<b>\$462,000</b>
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board  
FROM: Division of Resource Management  
DATE: April 23, 2014  
SUBJECT: Consideration of a Requisition for the Florida Geological Survey to Perform Well Construction and Geophysical Logging to Support Minimum Flows and Levels Development

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Recommendation

Staff recommends that the Governing Board approve a requisition in the amount of \$71,160.36 for the Florida Geological Survey (FGS) to perform well construction and geophysical logging services to support Minimum Flows and Levels (MFLs) development for the St. Marks River Rise, Sally Ward Spring, and Wakulla Springs.

Discussion

The Northwest Florida Water Management District continues to move forward with the development of a meaningful MFL program and reached an important milestone in this process - the construction of groundwater monitoring wells in support of the development of MFLs for the St. Marks River Rise, Sally Ward Spring, and Wakulla Springs. The wells will be used to enhance our understanding of the hydrogeology of the area and provide for long-term monitoring of groundwater levels.

The FGS has agreed to partner with the District for the first phase of this effort. The FGS has a mutual interest in collecting information about the geologic formations and aquifers within northwest Florida. The FGS will construct wells and perform geophysical logging at select sites where data gaps exist for both agencies. The FGS, with its extensive history of conducting geologic and hydrogeologic investigations throughout Florida, offers unique specialized experience in discrete core collection and geologic formation identification. The partnership will also provide cost savings to the District. The next phase of well construction and aquifer testing will commence before the end of the year and will utilize consulting firms and private water well contractors.

Attachment: Technical Specifications and Cost Estimate

**FLORIDA GEOLOGICAL SURVEY TECHNICAL  
SPECIFICATIONS FOR THE ST. MARKS / WAKULLA /  
SALLY WARD MINIMUM FLOW AND LEVEL MONITOR  
WELL CONSTRUCTION PROJECT**

**1. SCOPE**

As the Northwest Florida Water Management District (the District) and the Florida Geological Survey (FGS) have a mutual interest in collecting information about the geologic formations and aquifers within the panhandle of northwest Florida, the FGS has offered its drilling and geophysical logging services at select sites where data gaps exist for both agencies. The purpose and intent of these specifications is to provide for the furnishing of all materials (well casings, grout, protective casings, etc.), equipment, transportation, tools, labor, etc. and all services necessary to construct and develop approximately seven (7) monitor wells (approximately three pairs of one each surficial and Floridan aquifer wells and one deep Floridan well) as specified herein. The monitor wells will be constructed by the FGS.

All well depths presented in these specifications are approximate and based on the best information available. Well depths and casing depths will be based on site conditions and vary from information contained herein. Payment will be made based on actual finished casing depths, finished well depths and unit prices for services rendered and materials used. At the sole discretion of the Northwest Florida Water Management District (the District), the actual number or location of wells constructed may be revised.

**2. CONTRACTOR PERFORMANCE**

All work shall be completed in accordance with all local and state rules and regulations governing this type of construction. Construction shall be in accordance with Chapter 40 A-3, Florida Administrative Code Regulation of Wells. If, after commencement of the work, the District determines that the FGS's performance is unsatisfactory, work activities may be terminated with notification, in writing, and the FGS will be paid for work completed to date. Determination of the suitability of the FGS's performance will be at the sole discretion of the District.

**3. INSURANCE REQUIREMENTS**

As required by law, the FGS shall be insured for GENERAL LIABILITY, with limits no less than \$200,000 per person and \$300,000 per occurrence. The FGS will also be insured for AUTOMOBILE LIABILITY, with General Liability limits no less than

\$200,000 per person and \$300,000 per occurrence and Personal Injury limits no less than \$10,000 per person and \$10,000 per occurrence. In addition, the FGS will maintain WORKERS' COMPENSATION coverage. Evidence of all such insurance satisfactory to the DISTRICT shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days-notice to the DISTRICT of cancellation or any material change in the terms of the insurance policies.

#### 4. WELL PERMITS

The FGS shall obtain and pay for monitor well construction permits from the District. The cost of these permits is \$30.00 per well. The FGS will also obtain and pay for any necessary abandonment permits at a cost of \$10.00 per well. No work shall be undertaken until permit approval has been obtained. The FGS is also required to file well completion reports within 30 days of well completion.

#### 5. NUMBER OF WELLS AND ACCESSIBILITY

A total of approximately seven (7) monitoring wells are scheduled to be constructed in Leon County, Florida. It is anticipated that well pairs of one surficial aquifer well and one Floridan aquifer well will be constructed at three (3) different sites and one deep Floridan well at a fourth site. All necessary permissions and access agreements to construct the wells on the property will be obtained by the District. Drilling locations will be selected so that the sites are accessible to the FGS. Utility location clearance will be the responsibility of the District. The FGS should expect the possibility of drilling on State or County right-of-ways.

#### 6. CONSTRUCTION SPECIFICATIONS AND ANTICIPATED CONDITIONS

A District representative(s) will make periodic site visits to observe construction activities and make necessary decisions regarding casing depth, well depth, and grouting and backfill requirements.

The FGS shall furnish all required well casing, cement grout, fill material, well caps, plugs and other miscellaneous well fittings and supplies. The FGS must have equipment capable of completing 4-inch diameter, open-hole wells to a total depth of 400 feet. All water introduced into the well during the construction process shall be of potable quality. The actual materials used in construction of the wells are subject to final approval by the District. During construction of the Floridan well at each site, the

FGS shall collect continuous cores, as drilling allows, for identification of subsurface lithology.

### Drilling Technique

Drilling will be conducted by the hydraulic rotary method. The FGS shall supply a mud pan for the hydraulic rotary portion of drilling operations. Mud pits are not permissible. Continuous cores will be collected from land surface to total borehole depth, as drilling allows, for the deepest well to be drilled on-site. A temporary steel casing will be advanced behind the coring tool to help keep the borehole open. The temporary steel casing will be pulled prior to geophysical logging and reaming of the borehole to casing depth.

### Geophysical Logging

Geophysical logging will be performed in the mud-filled borehole prior to reaming to facilitate the determination of the final casing depth. The FGS shall collect, at a minimum, the following types of geophysical logs:

- Caliper
- Natural gamma
- Electrical Resistivity
- Spontaneous Potential

Additional geophysical logging may be performed subsequent to the completion of well construction and development.

### Surface Casing

It is anticipated that the deepest well proposed at each site will be constructed first. For the Floridan aquifer wells, loss of drilling fluid circulation should be anticipated prior to setting 4-inch diameter well casing. Therefore, the FGS may install a length of 8-inch diameter surface casing, as needed, to stabilize the borehole. Surface casing shall be set into the top competent layer of clay or limestone. The actual length required shall be dictated by site conditions. Either bonded PVC or steel surface casing is acceptable to the District. Grouting of surface casing is required if left in place, unless surface casing is driven into place leaving no open annular space. If the FGS desires to remove the surface casing, it shall perform this activity after the 4-inch casing is grouted to land surface.

### Well Casing

Well casing depths are expected to range from approximately 90 feet to 300 feet in the Floridan aquifer wells and approximately 20 feet to 30 feet in the surficial wells. Four-

inch diameter, PVC Schedule 40 well casing (flush threaded joints) is to be used for all wells.

### Screened and Open Hole Interval

The surficial wells will be installed with 10 feet of four-inch diameter, PVC Schedule 40, 0.010-inch slotted well screen. A 20/30 grade sand filter pack will be installed opposite the well screen and extend up the borehole to approximately two feet above the well screen. An approximate one to two-foot 60/40 fine sand or bentonite hole plug (below the water table only) seal will be placed on top of the filter pack to prevent grout from entering the well screen. It is anticipated that the Floridan aquifer wells will be completed with approximately 50 feet of open hole (3.875-inch diameter). If backfilling of a borehole is required to establish the correct open-hole or screened interval, backfill will be completed with neat cement using pressure grouting (for open-hole) or clean fill (for screen) to a District approved elevation.

### Grouting

Any annular space created during the process of installing 4-inch well casings shall be fully grouted. Clean fill (sand or finely crushed limestone) may be placed opposite lost circulation zones. The District will pay for any exemption permits required. All grout shall be neat cement (six gallons of water per 94-pound bag). No sand amendment to the grout is permitted. Grout shall be introduced into the annular space from bottom to top by pressure grouting. If conditions do not permit this method, grout shall be placed by use of a tremie pipe. A twelve (12) hour set time for grout is required prior to drilling the open-hole interval.

Installation of casing in the deep wells may necessitate grouting of the annular space in stages. The initial grouting will be compensated based on the number of bags of grout installed. If backfilling with clean fill and subsequent grout stages are required; the FGS will be compensated based on the volume of backfill installed and the number of bags of grout installed.

## 7. WELL DEVELOPMENT

As soon as possible after the completion of each well, the FGS shall develop the well by air lift until the water from the well has cleared and the specific conductance of the water (as measured by the District) has stabilized. Development time is expected to be approximately two hours per well. Cessation of well development shall be at the sole discretion of the District.

## 8. PROTECTIVE CASINGS

The FGS shall furnish and install protective steel casings over the well heads. The well casings shall extend approximately two feet above ground level with the protective steel casing installed over the well casing. The protective steel casing shall extend approximately two feet into and be grouted into the well annulus. Other designs will be considered, but must be approved in advance by the District.

## 9. EQUIPMENT AND PERSONNEL

### Drilling Unit

Monitor wells shall be installed as required above. The FGS shall provide a drilling unit and other equipment capable of completing the type of wells described above. Equipment shall include all tools, drilling equipment, accessories, water, fuel, and all other materials necessary to complete all work proposed.

### Equipment Maintenance and Replacement

Equipment shall be maintained in good operating condition. In the event that, during the course of the work, the equipment, judged on the basis of the work completed, is considered unsatisfactory by the District representative, the FGS shall be notified in writing. The FGS shall then stop work and replace the unsatisfactory equipment with equipment that is satisfactory to the District.

### Personnel

The FGS, in addition to furnishing the services of a skilled and experienced driller, shall also furnish adequate personnel to perform the work and a field log showing the work was completed under the on-site supervision of a water well contractor licensed in the State of Florida.

## 10. CARE OF DRILLING SITE AND FINAL CLEANUP

The FGS shall, at all times during the work covered by these specifications, conduct the work in such a way as to prevent undue damage to property on which the wells are constructed. The FGS shall, during the progress of, and upon completion of the work, dispose of all mud, drill cuttings, and all other refuse in a responsible manner. The FGS shall assume all responsibility for damage to existing installations from operations under these specifications. Before leaving the drilling site, the FGS shall

clean and smooth the site and remove all debris and rubbish from the area to the satisfaction of the District representative.

## 11. ABANDONED HOLE

If the FGS fails to complete a well, or, to set the casing or screen according to specifications, or for any other reason voluntarily stops work or fails to complete the well in a satisfactory manner, that hole will be declared abandoned. At that time the District and FGS will determine which party is responsible for the cost of abandoning the hole. All abandoned holes shall be filled, according to the law, rules and regulations, by the FGS and the sites restored to their original condition.

## 12. DRILLING COSTS

FGS Estimate Summary			
4 Floridan & 3 Surficial Monitor Wells			
Task	Est. Units	Per Unit	Cost
Mobilization <i>Local project</i>	N/A	\$ -	\$ -
Well Permits (construction & abandonment per well)	7	\$ 40.00	\$ 280.00
Coring (per foot) <i>For Sites GW-4, 7, &amp; 13 GW-6 FGS contribution</i>	710	\$ 50.00	\$35,500.00
Well Installation (per foot) <i>includes reaming, screen, riser, sand pack, grout</i>	1040	\$ 19.89	\$20,683.16
Potable Water (per 1000 gallons)	105	\$ 2.10	\$ 220.50
Well Completion (per well) <i>includes airlift development, 6x6 steel protective casing, cement pad, locking well cap</i>	7	\$ 148.10	\$ 1,036.70
Geophysical Logging <i>FGS contribution</i>	N/A	\$ -	\$ -
Travel (per week for Driller based in Ft. Pierce, FL)	15	\$ 896.00	\$13,440.00
		<b>Total:</b>	<b>\$71,160.36</b>

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

FROM: Resource Management Division

DATE: May 8, 2014

SUBJECT: Consideration of Requisition for Additional Tasks in the Development of the Apalachicola Bay Hydrodynamic Model

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Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute Task Order 5 with INTERA, Inc., in the amount of \$76,670, for the next phase of tasks associated with the development of the new hydrodynamic model of Apalachicola Bay. The new model supports the State of Florida's priority to protect and restore the water resource values of Apalachicola Bay and will enhance the state and District's modeling capabilities.

Background

On January 9, 2014, the District, with Governing Board approval, tasked one of our continuing service contractors (INTERA, Inc.) to develop a new three-dimensional hydrodynamic model for Apalachicola Bay. The old model was developed in the early 1990s and is in need of updating to increase its capabilities. The Regional Oceanic Modeling System (ROMS) was selected as the model that best fits District needs.

The attached Task Order furthers the model development by directing INTERA, Inc. to acquire additional data and expand the model grid into the nearshore Gulf of Mexico. By moving the model boundaries away from the current inlet locations, circulation and salinity simulations within the bay can be accomplished for a variety of scenarios and time periods as opposed to only the specific conditions occurring during model calibration and verification. Additionally, this task order includes detailed documentation of all model development components. Costs for the additional model tasks will not exceed \$76,670. The total cost of model development is projected to be \$281,635. Staff recommends authorization of the District's Executive Director to execute the attached Task Order approving the specified tasks in the development of the new Apalachicola Bay model.

Attachment: Task Order 5 Scope of Work



**Task Order 5 Scope of Work**  
**NFWFMD Contract #13-039 with INTERA, Inc.**  
**Additional Tasks in Development of the Three-dimensional Hydrodynamic Model for**  
**Apalachicola Bay, FL**

**May 2014**

**1 BACKGROUND**

INTERA was engaged by Northwest Florida Water Management District (District) in January 2014 to begin data acquisition and development of a three-dimensional Regional Ocean Modeling System (ROMS) model of Apalachicola Bay to examine the freshwater needs of the system. This model will update the older Princeton Ocean Model developed by the District in the early 1990s and will enhance District modeling capabilities. Concurrently, the District compiled previously collected data from numerous instrumented sites within the bay and at its inlets. These data will be used in the calibration and verification of the new model but will provide adequate boundary conditions only for the examination of scenarios applied during the data collection time period. The new model grid proposed here will allow the testing of different cases and scenarios for time periods where measurements at the inlet locations are not available. The new approach recommends locating boundary conditions offshore of the inlets in regions of low velocity.

**2. STATEMENT OF SERVICES**

INTERA will perform the additional tasks described below under District Contract #13-039. Task numbers cited in the Scope below refer to work items previously authorized under Task Order 3.

*Task 1 Data Acquisition and Synthesis* –INTERA will collect additional information and data under this task to accomplish the expanded model mesh described under Task 10.

*Task 5 Report Preparation* – INTERA will provide a detailed report documenting model setup, input data preparation, model calibration and verification, measured data, simulated boundary conditions, and model output. This task includes draft report development and submittal, review by the District, report revision including addressing comments from the District, and submittal of the final report. This enhanced reporting will provide full documentation of model development and associated tasks compared with the brief summary reporting provided in Task Order 3.

*Task 8 Project Supervision and QA/QC* – Additional supervision is required for the additional tasks and is supplemented here.

*Task 10 Mesh Modification to Present Conditions and Re-verification* – INTERA will extend the ROMS model boundaries such that the model is driven at its offshore boundaries by ADCIRC database tidal constituents sufficiently offshore of the area of interest. Stratified

daily salinity and temperature data will be extracted from the US Navy supported HYCOM Gulf of Mexico model. By extending the model boundaries and driving the model with the aforementioned data sources, any issues associated data gaps, drift, etc. at measured inlet/Apalachicola Bay boundary sites are effectively mitigated. Additionally the new model grid will be capable of testing different cases and scenarios for time periods when measurements at the inlet locations are not available. Extension of the model domain will be accomplished by one of two approaches, either nesting of a refined Apalachicola Bay plus surrounding coastal waters into a regional scale model mesh, or by a single mesh well resolved within Apalachicola Bay with coarser resolution in surrounding coastal areas. Additionally, bathymetric and atmospheric data will be acquired and converted to the appropriate ROMS input format for the extended model domain. Data previously collected at Apalachicola Bay boundary stations will be utilized for calibration/validation where appropriate.

Of note, this scope of additional work improves upon the original work proposal on several key points. Boundary temperature and salinity data is dynamic temporally and spatially (both horizontal and vertical) and will be extracted from a reliable US Navy supported public domain model (HYCOM). This task will include configuration of model nesting (if required), as well as atmospheric and bathymetric data collection and conversion for areas of the extended model. As stated previously, the new model approach will allow the examination of cases and scenarios during time periods when measurements at the inlet locations are not available.

### 3. BUDGET

The table below describes costs for the expanded effort by original task number. Task 10 was included in the original proposal as an optional task, but was previously deferred. Total cost for the additional tasks is \$76,670.

	Labor (days)								Total Days	Cost/Task
	Principal/ Project Director	Project Manager	Senior Consulting Professional	Senior Project Professional	Project Professional	Assistant Project Professional	Administrative Assistant	Technical Editor		
Task 1	0.25	7	0.5	2	2				11.75	\$ 12,905
Task 5		5		7	5		3		20	\$ 17,880
Task 8		1						1	2	\$ 1,860
Task 10		1.25		25	25				51.25	\$ 44,025
Totals	0.25	14.25	0.5	34	32		3	1	85	\$ 76,670

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: April 25, 2014

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There are no matters currently pending in court in which the District is a party.