

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

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

**Thursday
November 13, 2014
12:00 p.m., ET**

1. Call to Order
2. Consideration of License Agreement between Northwest Florida Water Management District and Southern Forest Recyclers, Inc. for Access and Temporary Work Space; Cotton Lake Recreation Site
3. Consideration of ITB 15B-004; Choctawhatchee River/Holmes Creek 2015 Timber Sale
4. Consideration of ITB 15B-006; Upland Wiregrass Seed Collection and Sale
5. Informational Item – Overview of the Eubank Tract; Econfina Creek WMA
6. Adjourn

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: Tyler Macmillan, Chief, Bureau of Land Management Operations

DATE: October 27, 2014

SUBJECT: Consideration of License Agreement between Northwest Florida
Water Management District and Southern Forest Recyclers, Inc. for
Access and Temporary Work Space; Cotton Lake Recreation Site

Recommendations:

Staff recommends that the Governing Board authorize the Executive Director to execute a License Agreement between the Northwest Florida Water Management District and Southern Forest Recyclers, Inc. (SFR) for access and a temporary work space at Cotton Lake Recreation Site in Escambia County, Florida.

Background:

For years, a large logjam has impeded navigation by blocking the main flow channel of the Escambia River between Molino and McDavid. In addition to collecting logs that were blown into the river by hurricanes and other events, a considerable amount of other debris has also collected in the logjam, including several vessels.

In August 2011, Florida Forest Recyclers, LLC, which has since dissolved, proposed to remove all of the woody debris and trash from the logjam, and asked to use the District's Cotton Lake Recreation Site along the Escambia River as a temporary work space. Their plan was to remove materials from the logjam using small barges and other vessels, then float or barge the debris to Cotton Lake. The Cotton Lake recreation site workspace would be needed to remove the debris from the waterway and load it onto trucks to be hauled offsite for final processing or disposal.

One of the principals of Florida Forest Recyclers, Mr. L.D. Henderson, has recently formed a new business called Southern Forest Recyclers, Inc. (SFR) and the District has received a request from Mr. Henderson to utilize Cotton Lake Recreation Site as a temporary work space to conduct the same project initially proposed in 2011.

Staff recently verified with Department of Environmental Protection and the Army Corps of Engineers that the respective permits for this project have been transferred to SFR. With the transfer of the permits, SFR is ready to begin removing the logs and other debris but first must have a license agreement with the District to utilize the Cotton Lake Recreation Site along the Escambia River for access and temporary work space.

A new agreement would allow SFR to utilize the Cotton Lake Recreation Site for up to six months. As outlined in the attached license agreement, SFR can make improvements to the existing roads and staging area; must prevent erosion and degradation to water quality; must erect signs that a portion of Cotton Lake Recreation Site is a construction site; must provide sanitary facilities and dumpsters at the site; and will be allowed to place a motorhome at the site for security purposes. In addition, SFR must provide the District with a \$5,000 performance bond and name the District as an additional insured for workers compensation, vehicle and general liability insurance. Upon completion of the project, SFR must restore Cotton Lake Recreation Site to pre-existing conditions to the satisfaction of the District.

/tm

**LICENSE AGREEMENT BETWEEN
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
SOUTHERN FOREST RECYCLERS, INC.
FOR ACCESS AND TEMPORARY
WORK SPACE; COTTON LAKE RECREATION SITE**

THIS AGREEMENT, made as of _____ day of _____, 2014, by and between NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (DISTRICT), whose mailing address is 81 Water Management Drive, Havana, FL 32333, and Southern Forest Recyclers, Inc. (SFR) whose mailing address is 4164 Fruitwod Street, Pace, Florida 32571.

DISTRICT does hereby agree to provide access to SFR, its employees and designees, subject to the terms, conditions, exceptions and reservations herein made, permission to access on, over or across DISTRICT's property at or near Cotton Lake, Escambia County, Florida, known as "Cotton Lake Recreation Site", located in Section 2, Township 3 North, Range 31 West, Escambia County, as well as provide additional designated areas for equipment staging, hereinafter designated and more particularly shown on a map entitled, "Cotton Lake Recreation Site", attached hereto and incorporated herein as Exhibit A; for the purpose of access and auxiliary uses to and from the Cotton Lake Recreation Site in connection with the Escambia River Logjam Removal (the "Project"), including the landing and removal of recovered logs.

This AGREEMENT and the rights herein granted are solely for the purpose herein stated and are SUBJECT to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across DISTRICT Property as delineated in Exhibit A; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. The term of this Agreement is for six (6) months from the date of this instrument.
2. SFR shall provide DISTRICT with a site restoration plan prior to beginning any activities at the site.
3. SFR is responsible for making improvements to the existing roadway and staging/log recovery areas needed to complete the Project, subject to approval by DISTRICT. SFR is authorized to remove and dispose of properly any shrubs, brush and trees, subject to District approval and acceptance of the site restoration plan.
4. Upon completion of log loading activities, SFR shall meet on-site with West Region District staff to determine, and agree to, the specific restoration activities needed. Vegetative restoration shall be conducted utilizing containerized or potted stock (three gallon or larger) native plant species which include, but is not limited, to the following: White Oak (*Quercus alba*), Swamp Chestnut Oak (*Quercus prinus*), Southern Magnolia (*Magnolia grandiflora*) and Longleaf pine (*Pinus palustris*).

Grantee shall provide a 12-month survival replacement guarantee for the above named native plant species used in the restoration of the site.

5. SFR shall take all necessary steps to prevent erosion and degradation of water quality during all project activities, including temporary bank stabilization measures, utilizing at a minimum, hay bales, silt screen, erosion control blankets, etc.
6. Upon completion of the Project, SFR will restore the Cotton Lake Recreation Site to pre-existing conditions to the satisfaction of DISTRICT.
7. This Agreement does not grant any permit or authorization that is required pursuant to federal, state or local environmental regulations.
8. Upon Agreement execution, SFR shall furnish a Cashier's Check, Money Order or Surety Bond to serve as a Performance Bond, in the amount of five thousand dollars (\$5,000.00), the receipt of which is hereby acknowledged. The Performance Bond shall be returned to SFR at the termination of this Agreement provided all of its terms have been complied with to the satisfaction of the DISTRICT. This Performance Bond, furnished by SFR, shall provide protection to the DISTRICT.
9. SFR may install temporary facilities needed for the project, including (but not limited to), fencing and gates. SFR may move existing DISTRICT facilities such as grills, firecircles and picnic tables. Moved facilities shall be inventoried and given to the DISTRICT for safe keeping until site restoration activities commence.
10. SFR shall provide sanitary facilities (portable toilets) for its operations.
11. SFR shall provide dumpster(s) as needed for their operations and shall not use DISTRICT trash receptacles or dumpsters.
12. SFR will remove recovered logs and other materials removed from the logjam from DISTRICT property on a continuous basis. Staging or storing logs, materials or debris shall not be allowed on DISTRICT property in quantities that exceed dumpster and log truck capacity.
13. SFR will erect signs designating the occupied portion of Cotton Lake Recreation Site as a construction zone and shall provide all security and traffic control for its operations.
14. SFR is authorized to place a temporary camper/motorhome on site for security purposes.
15. SFR shall promptly report and immediately clean up any spills of oil, fuel, lubricant, chemicals and/or any other hazardous materials or liquids.
16. SFR shall obtain all coverage as may be required by Florida law, including Workers

Compensation. Further, SFR shall be insured for vehicle liability and general liability, with limits not less than \$300,000 per person, \$500,000 per occurrence for personal injury, and \$300,000 for property damage coverage. The DISTRICT shall be named as additional insured. Evidence of all such insurance satisfactory to the DISTRICT shall be furnished prior to beginning operations and all such insurance policies shall provide for 10 days notice to the DISTRICT of cancellation or any material change in the terms of the insurance policies.

SFR agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the construction activities; and SFR agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the DISTRICT, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

This Agreement may be extended for an additional period of time upon the mutual agreement of both parties in writing.

IN WITNESS WHEREOF, the parties have set their hands the day first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

Print Name: _____

Print Title: _____

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

SOUTHERN FOREST
RECYCLERS, INC.


By: _____

Print Name: _____

Print Title: _____

Exhibit A



 Cotton Landing
Loading Area: (2 acres)

Cotton Lake Recreation Site
License Agreement
Southern Forest Recyclers, Inc.
Escambia River Water Management Area
Section 2, T3N, R31W, Escambia Co., Florida



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: October 29, 2014

SUBJECT: Consideration of Invitation to Bid 15B-004; Choctawhatchee River/Holmes Creek 2015 Timber Sale

Recommendation:

Staff recommends that the Governing Board approve the bids submitted in response to Invitation to Bid 15B-004, and authorize the Executive Director to enter into an agreement for this timber sale with the high bidder, Nature Coast Timber, LLC, at the bid prices of \$17.12 per ton for Pine Pulpwood; \$23.10 per ton for Pine Chip-N-Saw; \$27.00 per ton for Pine Saw Timber; and \$5.00 per ton for Hardwood Pulpwood.

Background:

On September 24, 2014, the District posted Invitation to Bid No. 15B-002 for the Choctawhatchee River/Holmes Creek 2015 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 thinning timber harvest of an estimated 36,283 tons of pine and hardwood timber products from 828 acres in Washington County, as described below. These stands are also delineated on the attached Exhibit Map A.

Stand No.	Stand Name/Sale Unit	Harvest Method	Acres	Species	Age (Years)
1	Sapp	Third Row	450	Loblolly/Slash	19
2	Gum Creek Slash	Third Row	218	Slash	18
3	Gum Creek Longleaf	Third Row	34	Longleaf	18
4	Gum Creek Loblolly	Second Thin Select	126	Loblolly	35
Total			828		

On October 22, 2014, at 2:00 p.m. EDT, the District opened two sealed bids for the purchase of the designated timber products. The bids received are listed below.

A detailed breakdown of the bids with prices for each timber product is found in Exhibit A on the following page. The total estimated sale value amounts are listed below for consideration by the Governing Board.

Company	Total Estimated Sale Value*
Morris Timber Products	\$ 641,284.61
Nature Coast Timber, LLC	\$ 675,614.48

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

/tlm

Exhibit A

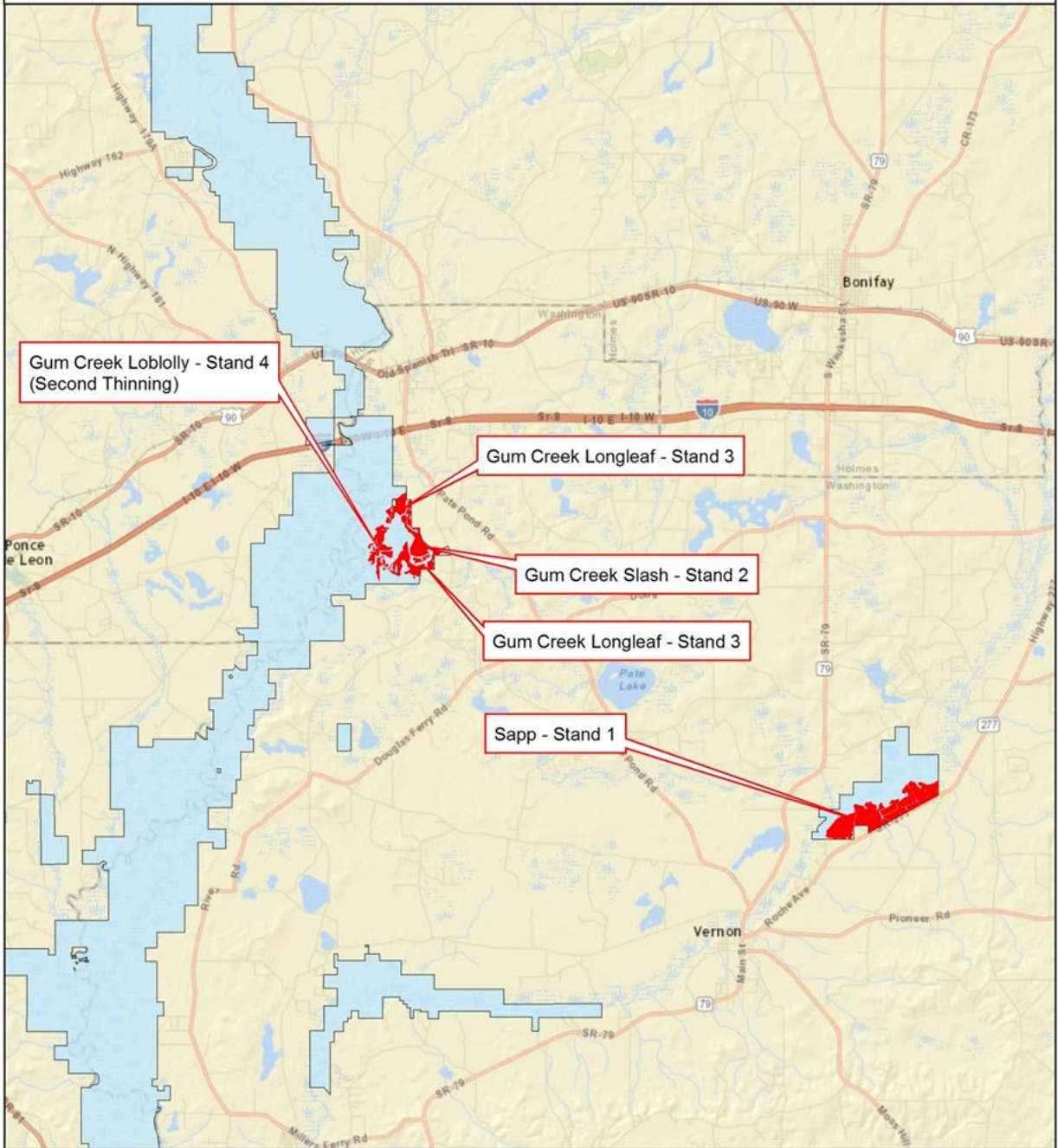
Bid Prices – NFWWMD ITB 15B-004

Choctawhatchee River/Holmes Creek 2015 Timber Sale

Product	Estimated Total Tons	Nature Coast Timber, LLC		Morris Timber Products	
		Price/Ton	Total For Bid Comparison*	Price/Ton	Total For Bid Comparison*
Pulpwood	28,349	\$17.12	\$485,334.88	\$16.09	\$456,135.41
Pine Chip-N-Saw	4,976	\$23.10	\$114,945.60	\$22.65	\$112,706.40
Pine Saw Timber	2,752	\$27.00	\$74,304.00	\$25.65	\$70,588.80
Hardwood Pulpwood	206	\$5.00	\$1,030.00	\$9.00	\$1,854.00
Total Estimated Sale Value*			\$675,614.48		\$641,284.61

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


Exhibit Map A



General Location Map
Choctawhatchee River Water Management Area
Choctawhatchee River/Holmes Creek 2015 Timber Sale
828 Acres

0 0.75 1.5 3 4.5
Miles

Legend:
■ Choctawhatchee River WMA Stands
■ District Ownership



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director

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

DATE: October 29, 2014

SUBJECT: Consideration of Invitation to Bid 15B-006; Upland Wiregrass Seed Collection and Sale

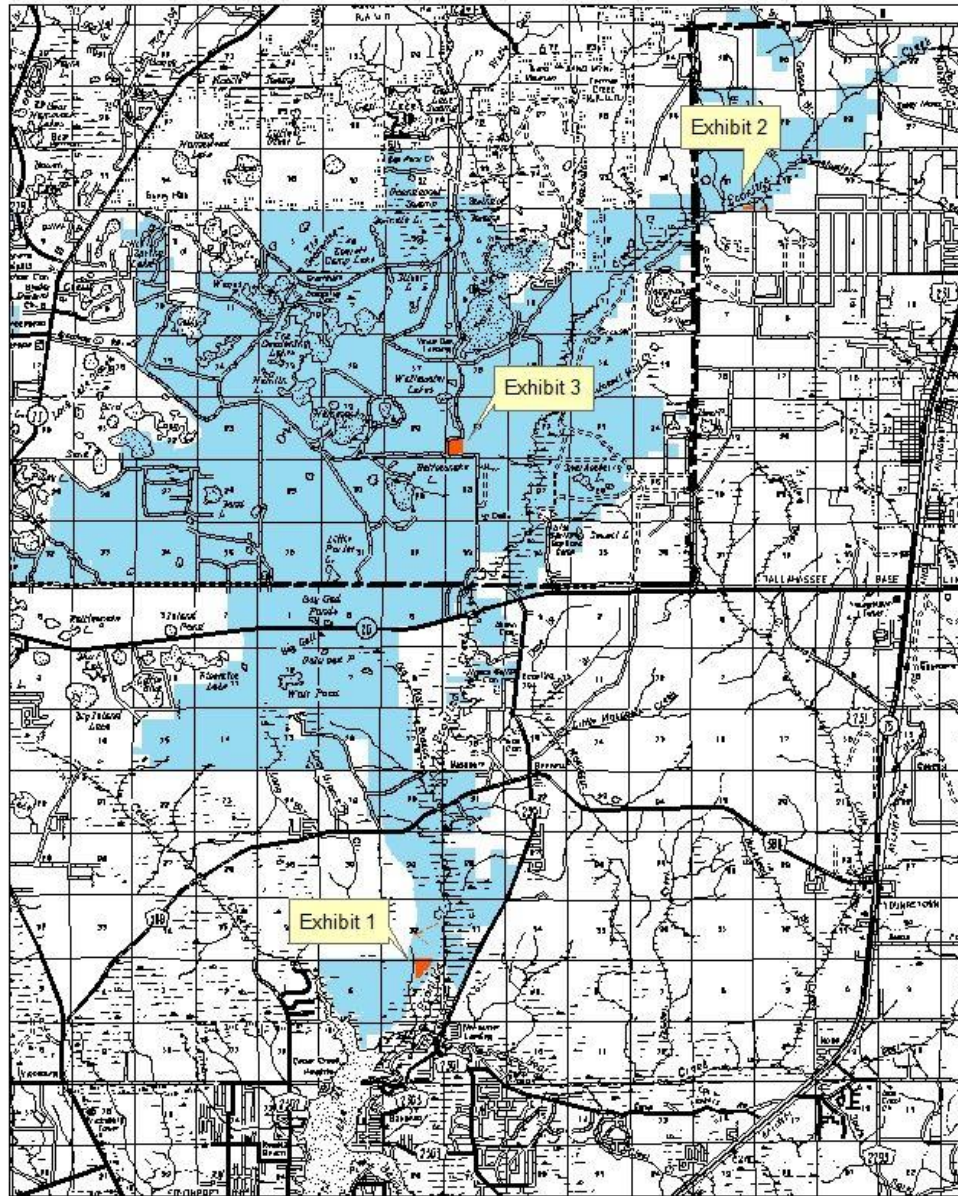
On October 28, 2014, the District posted Invitation to Bid No. 15B-006 for the Upland Wiregrass Seed Collection and Sale on the State's Vendor Bid System and the District's website. In addition, notices were sent to a number of companies and other entities that have previously expressed an interest in wiregrass seed collection.

This wiregrass seed collection and sale will allow for the harvest of wiregrass from three sites that total approximately 110 acres in the Econfina Creek Water Management Area (maps attached). These sites were burned in May and June 2014, and the wiregrass seed will be ready for harvest in mid-November.

This is the District's second attempt to sell wiregrass seed in this manner. Although there is considerable interest in the procurement of wiregrass seed for groundcover restoration purposes, it is yet to be determined how many companies are willing to do their own seed harvesting or what they are willing to pay for the ability to harvest seed from District properties.

Sealed bids for this project will be opened on November 12, 2014, and staff will provide the results of the bid process in the form of a supplement during the November 13, 2014, District Lands Committee meeting.

Exhibit A



- Legend
- ROADS.DOTHWY_BAY
 - ROADS.DOTHWY_WASHINGTON
 - dist_Lands

General Locator
Econfinia Creek Water Management Area
Bay & Washington Counties

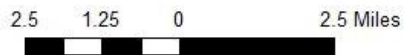
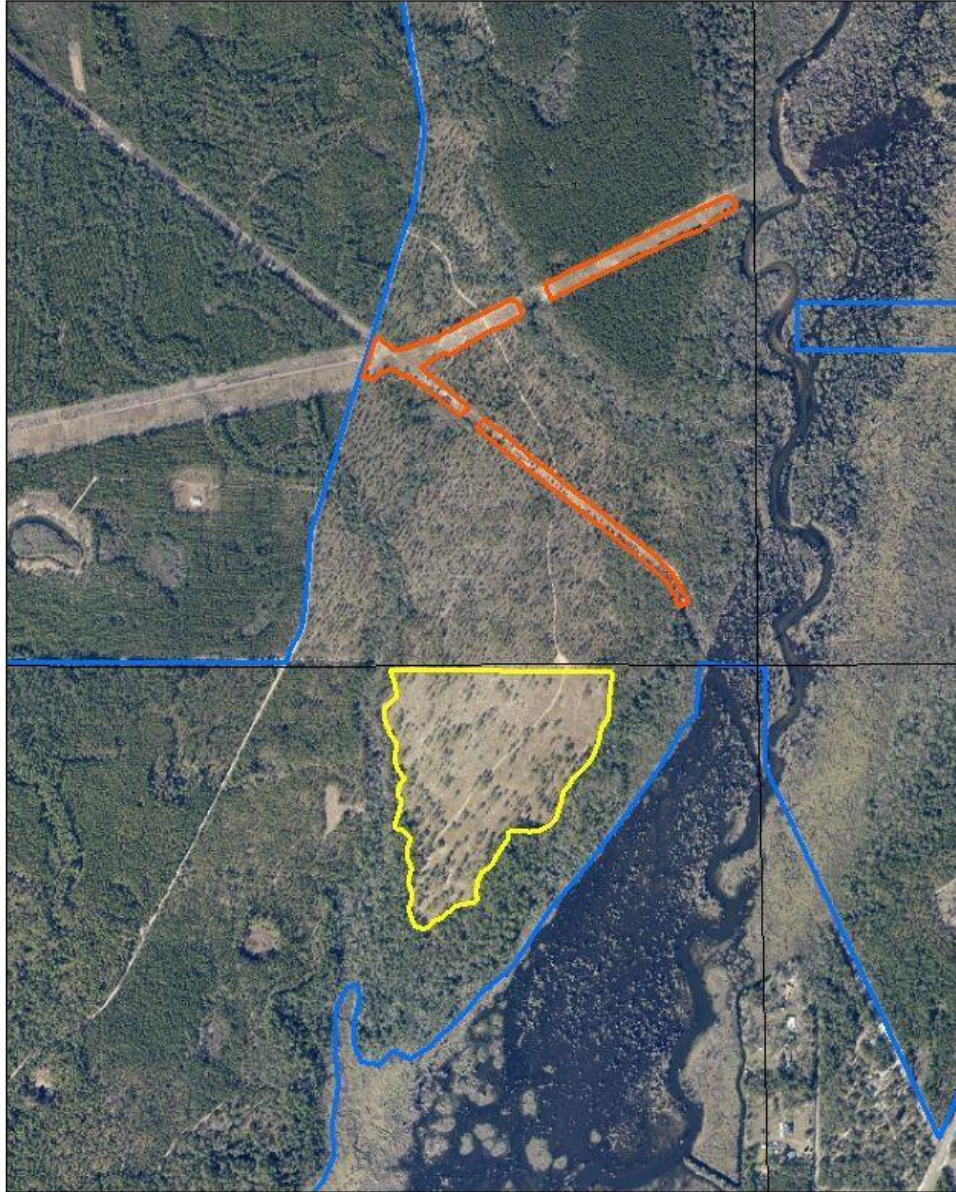





Exhibit 1



Hobbs Powerlines Donor Site & Hobbs Pasture Donor Site
Econfina Creek Water Management Area
Bay County
Sec.32, T1S, R13W & Sec. 5, T2S, R13W
50 Acres

Legend

-  Hobbs_pasture_powerline_donor_sites
-  Hobbs_pasture_wirgrass_donor_site
-  oib_lands

1,000 500 0 1,000 Feet



Exhibit 2



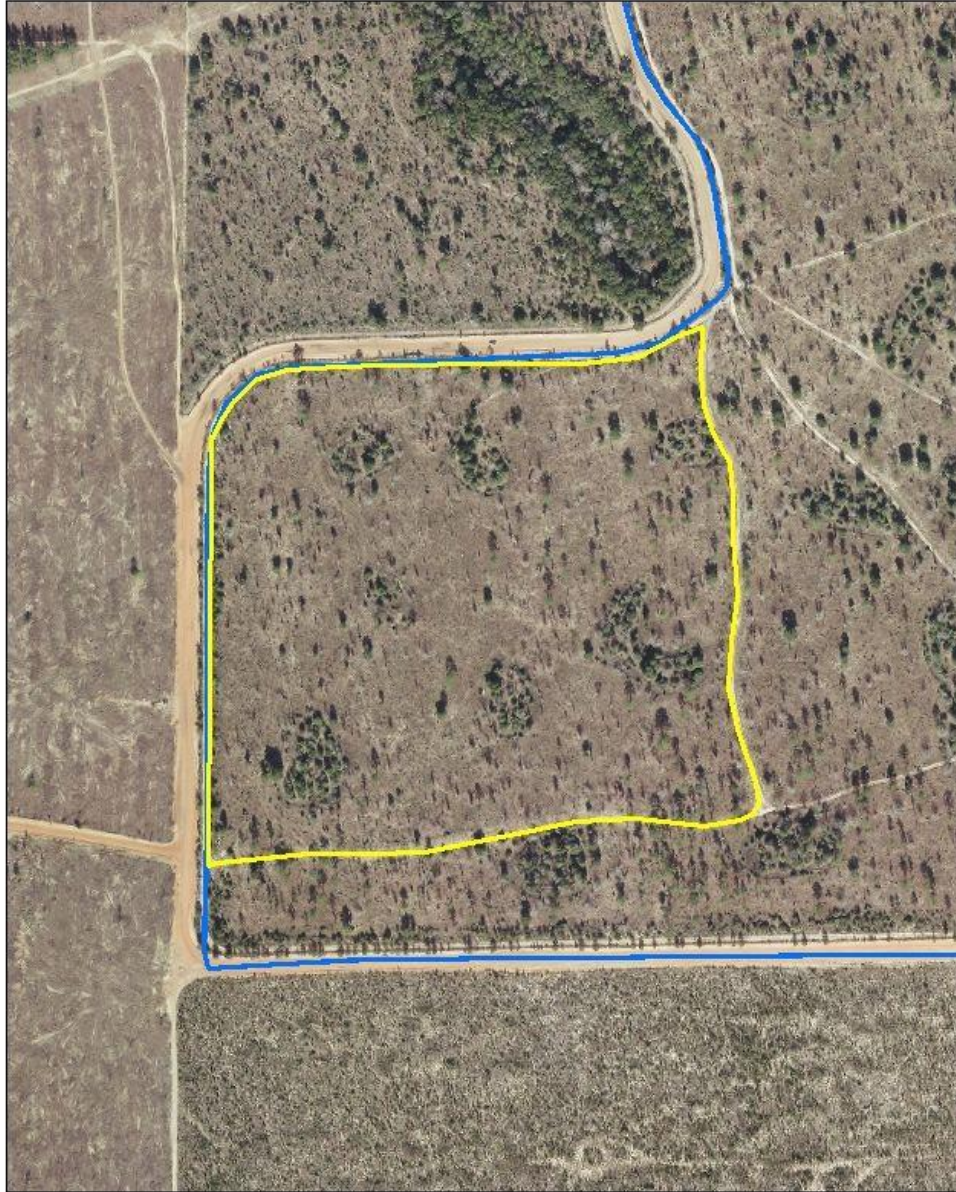
Ring Road Donor Sites
Econfina Creek Water Management Area
Bay County
Sec. 31/32, T2N, R12W
14 Acres

Legend
2014_ring_road_donor_site
dist_lands



470 235 0 470 Feet



Exhibit 3



Legend

-  Quail Run Donor Sites u1 s2
-  dist_lands

Quail Run Plantation
Econfina Creek Water Management Area
Washington County
Sec. 21, T1N, R13W
46 Acres



470 235 0 470 Feet



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee
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: October 28, 2014

SUBJECT: Overview of the Eubank Tract; Econfina Creek WMA

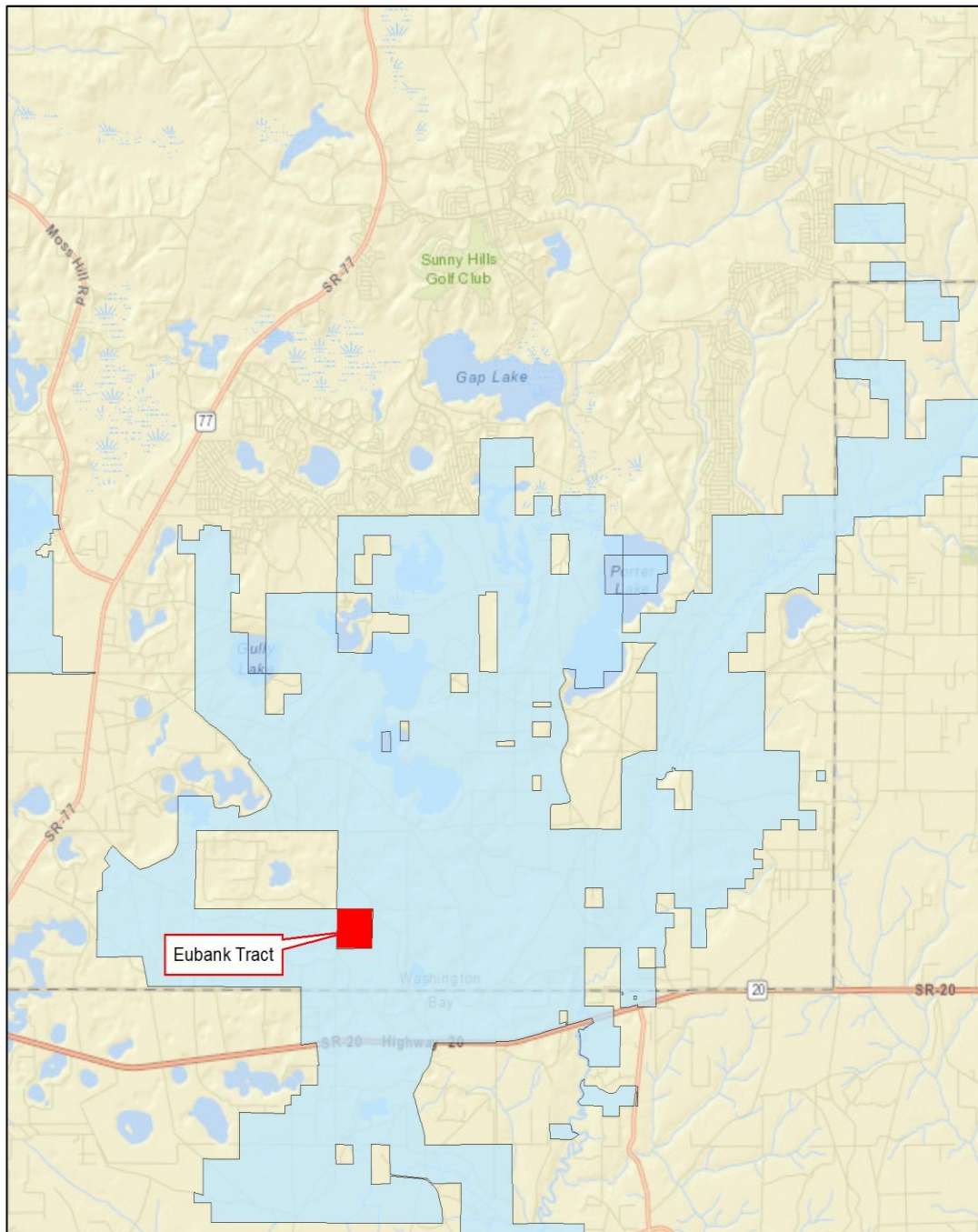
The District was recently contacted by Ms. Mary Sue Eubank about the opportunity to purchase 160 acres she owns in the Econfina Creek Water Management Area. The property, which is located north of Highway 20 in Washington County, consists of xeric sandhill upland habitat, natural longleaf pine and wiregrass. As shown in the attached map, the parcel is surrounded by District land and corners on an 80-acre out parcel that is subdivided into multiple owners.

Acquisition of this tract would further enhance the protection of the Econfina Recharge Area. The Eubank tract provides a recharge to the Floridan Aquifer of 35 inches per year, based on a water resources report done in 1997. It would also improve the management of adjacent District lands when activities such as prescribed burning are conducted and eliminate an inholding within District ownership. Recreation activities that would be available on this tract include hunting and hiking. In addition, the site could also be used as a wiregrass donor site.

The asking price for the property (fee simple) is \$1,000 per acre or \$160,000. If the District agrees to pursue the acquisition, a budget amendment to the current year budget will be required to facilitate this purchase.

Staff estimates appraisal costs to be \$2,500 for one appraisal and approximately \$1,200 for a desk review appraisal. In total, appraisal costs are estimated at \$3,700.

Staff recommends that the District proceed with the appraisal of the property.



Eubank Tract
 Econfina Creek WMA
 Section 36, Township 1 North, Range 14 West
 Washington County
 160 Acres

Eubank Tract

District Ownership

0 0.5 1 2 3
 Miles



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

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

**Thursday
October 9, 2014**

Governing Board Members Present

George Roberts, Chair
John Alter
Gus Andrews
Jon Costello
Gary Clark
Bo Spring

Governing Board Members Absent

Jerry Pate, Vice Chair
Nick Patronis

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:03 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Chair Roberts 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. Murray stated that there were no changes to the agenda.

5. Approval of Minutes for September 11, 2014, and September 25, 2014

MOTIONED BY MR. CLARK, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE SEPTEMBER 11, 2014, AND SEPTEMBER 25, 2014, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Consent Business Agenda

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

6. B. Consideration of Resolution No. 792 Request for Release of Water Management Lands Trust Fund Appropriations

MOTIONED BY MR. CLARK, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 792 TO REQUEST THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RELEASE FUNDS FROM THE WATER MANAGEMENT LANDS TRUST FUND IN THE AMOUNT OF \$5,211,231. MOTION CARRIED.

6. C. Consideration of Amendment #1 to FDEP Contract G0373 for the Surface Water Temporal Variability Network

MOTIONED BY MR. CLARK, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE AMENDMENT #1 TO THE SURFACE WATER TEMPORAL VARIABILITY NETWORK CONTRACT G0373 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE PURPOSE OF MONITORING WATER QUALITY IN THE DISTRICT'S RIVERS AND MAJOR CREEKS. MOTION CARRIED.

6. D. Consideration of City of Tallahassee and Leon County Contract for Stormwater Flow Monitoring

MOTIONED BY MR. ALTER, SECONDED BY MR. CLARK, THAT THE GOVERNING BOARD APPROVE THE REVENUE CONTRACT WITH THE CITY OF TALLAHASSEE AND LEON COUNTY FOR STORMWATER FLOW MONITORING FOR THE PURPOSE OF FLOOD ATTENUATION, EMERGENCY MANAGEMENT AND IMPROVING STORMWATER QUALITY. MOTION CARRIED.

6. E. Consideration of Invitation to Bid 15B-001; Econfina Creek 2015 Sand Pine Timber Sale

MOTIONED BY MR. SPRING, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 15B-001, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, DEERPOINT TIMBER COMPANY, INC., AT THE BID PRICE OF \$20.20 PER TON. MOTION CARRIED.

6. F. Consideration of Invitation to Bid 15B-002; Econfina Creek 2015 Thinning and Clearcut Timber Sale

MOTIONED BY MR. CLARK, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 15B-002, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, DEERPOINT TIMBER PRODUCTS, INC., AT THE BID PRICES OF \$16.00 PER TON FOR PINE PULPWOOD; \$24.00 PER TON FOR PINE CHIP-N-SAW; \$28.00 PER TON FOR PINE SAW TIMBER; \$15.00 PER TON FOR TOPWOOD; AND \$15.00 PER TON FOR HARDWOOD PULPWOOD. MOTION CARRIED.

7. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:16 p.m., ET.

MOTIONED BY MR. CLARK, SECONDED BY MR. ANDREWS, 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.

8. A. Draft Northwest Florida Water Management District Strategic Plan Update

Informational purposes only.

9. Legal Counsel Report

Mr. Breck Brannen reported that the Sebastian case is still ongoing and the final administrative hearing is scheduled for October 30, 2014.

Meeting was adjourned at 1:25 p.m., ET.

_____	_____ November 13, 2014 _____
Chair	Date
_____	_____
Executive Director	Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending September 30, 2014

Balance Forward - Operating Funds	\$62,604,657.77	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$42,008.90	
Contracts Receivable	21,755.25	
Other Deposits/Refunds/Adjustments	8,759.30	
Transfers from Lands Accounts	0.00	
Total Deposits during month	72,523.45	
Total Deposits and Balance Forward		\$ 62,677,181.22
Disbursements:		
Employee Salaries	391,073.38	
Employee Benefits	136,244.32	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	146,220.41	
Operating Expenses - Services	48,389.44	
Operating Expenses - Commodities	66,179.70	
Operating Capital Outlay	148,175.48	
Grants and Aids	168,757.08	
Total Operating Expenses during month	1,105,039.81	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	336,724.11	
Total Funds Disbursed by check during month	1,441,763.92	
Bank Debits (Fees, Deposit Slips, etc.)	49.96	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,441,813.88
Cash Balance Operating Funds at month end		\$ 61,235,367.34
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	89,460.39	
Payroll Account	6,092.97	
Pensacola Account	100.00	
Investment Accounts @ 0.16%		
General Fund	28,381,708.84	
Lands Fee Fund	8,936,336.63	
SWIM Fund	5,410,993.45	
ETDM	3,271.70	
Water Prot. & Sust. TF	5,251.99	
Springs Protection	603,364.97	
Mitigation Fund	17,798,536.15	
Fund B Deposits Frozen	0.00	
Total Operating Depositories at month end	\$ 61,235,367.34	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending September 30, 2014

Land Acquisition Funds @ 0.16%	\$	661,845.47	
Fund B Deposits Frozen		<u>0.00</u>	
Total Land Acquisition Funds			661,845.47
Restricted Management Funds:			
Phipps Land Mgmt @ 0.16%		207,050.46	
Fund B Deposits Frozen		<u>0.00</u>	
Total Land Acquisition Funds			207,050.46
Total Land Acquisition, and Restricted Management Funds			<u>868,895.93</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 62,104,263.27</u></u>

Approved: _____
 Chairman or Executive Director

Date: November 13, 2014

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending September 30, 2014
(Nonfinal and Unaudited)*

	Current Budget	Actuals Through 9/30/2014	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,329,001	\$ 3,245,091	\$ (83,910)	97%
Intergovernmental Revenues	24,951,600	9,151,518	(15,800,083)	37%
Interest on Invested Funds	130,830	89,797	(41,033)	69%
License and Permit Fees	350,250	323,815	(26,435)	92%
Other	2,323,050	1,422,247	(900,803)	61%
Fund Balance	44,814,099		(44,814,099)	0%
Total Sources	\$ 75,898,830	\$ 14,232,467	\$ (61,666,363)	19%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 6,323,732	\$ 3,596,194	\$ 84,036	\$ 2,643,502	57%	58%
Acquisition, Restoration and Public Works	31,534,493	9,080,884	53,788	22,399,821	29%	29%
Operation and Maintenance of Lands and Works	3,823,081	2,781,268	62,456	979,358	73%	74%
Regulation	3,970,072	3,205,022	66,478	698,571	81%	82%
Outreach	163,044	135,950	50	27,044	83%	83%
Management and Administration	2,514,665	2,379,953	25,139	109,573	95%	96%
Total Uses	\$ 48,329,087	\$ 21,179,271	\$ 291,947	\$ 26,857,869	44%	44%
Reserves	27,569,743			27,569,743	0%	0%
Total Uses and Reserves	\$ 75,898,830	\$ 21,179,271	\$ 291,947	\$ 54,427,612	28%	28%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

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

This unaudited financial statement is prepared as of September 30, 2014, and covers the interim period since the most recent audited financial statements.

*** This financial statement is nonfinal. There are unrecorded revenues, expenditures and year end adjusting entries which are not reflected in the numbers above.**

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

SEPTEMBER 2014

CHECKS	9/4/2014	147,305.83	
AP EFT CHECKS	9/5/2014	440.00	
CHECKS	9/10/2014	94,353.65	
AP EFT CHECKS	9/12/2014	359.00	
CHECKS	9/18/2014	494,601.88	
AP EFT CHECKS	9/19/2014	1,483.83	
CHECKS	9/24/2014	175,260.99	
AP EFT CHECKS	9/24/2014	641.04	
RETIREMENT EFT		53,255.01	
RETIREMENT EFT		52,416.56	
UNEMPLOYMENT EFT		118.00	
			\$ <u><u>1,020,235.79</u></u>

Chairman or Executive Director

November 13, 2014

Date

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5022	AG-PRO LLC	466.06	09/04/2014	EMERGENCY PREPAREDNESS SUPPLYS
4812	ALL AMERICAN RENTALS, INC.	140.00	09/04/2014	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	09/04/2014	PORTABLE TOILETS
4564	AMERICAN CONSULTING ENGINEERS	100.00	09/04/2014	REFUND FOR A#2611
4662	AUTO CLINIC OF MARIANNA, INC	419.49	09/04/2014	REPAIR VEHICLE #0015 LANDS-MAR
4180	BA MERCHANT SERVICES	132.23	09/04/2014	TRANSACTION FEES FOR E-PERMITT
5176	STEPHEN D. BASFORD	25,609.50	09/04/2014	AG COST SHARE AGREEMENT
5177	CAPITAL CITY AUTOMOTIVE, LLC	132.95	09/04/2014	BATTERY FOR WMD-2413
2820	CONTINENTAL MILANO IMAGING PRODUCTS	460.00	09/04/2014	PLOTTER PAPER FOR HQ
1948	DELL MARKETING L.P.	1,047.16	09/04/2014	COMPUTERS FOR GIS UPGRADE
45	DMS	117.05	09/04/2014	MFO PHONE
45	DMS	1,256.90	09/04/2014	CARR PHONE
45	DMS	6.55	09/04/2014	WEB SERVER
45	DMS	144.00	09/04/2014	WEB SERVER
45	DMS	2.45	09/04/2014	AUDIO/WEB CONFERENCING
3424	DURRA-QUICK-PRINT INC.	60.00	09/04/2014	LANDS BUSINESS CARDS
3424	DURRA-QUICK-PRINT INC.	330.00	09/04/2014	REGULATORY BUSINESS CARDS
3287	FASTENER SERVICE INC.	178.00	09/04/2014	SIGN FASTENERS
5172	FREDDIE WILBON	750.00	09/04/2014	JANITORIAL SERVICES FOR CRESTV
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	09/04/2014	MONITORING FOR CRESTVIEW
3282	W.W. GRAINGER, INC.	558.05	09/04/2014	GROUNDWATER SAMPLING PLUMBING
3583	HARRIS FARM SUPPLY	126.00	09/04/2014	EROSION CONTROL MATERIALS
4607	MAIL FINANCE INC	87.60	09/04/2014	MAILING SYSTEM LEASE FOR CARR,
4921	JACKSON COUNTY UTILITIES	29.00	09/04/2014	MFO WATER
5150	TOWN OF JAY	8,117.70	09/04/2014	ASBESTOS WATERMAIN REPLACEMENT
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	210.79	09/04/2014	ADMIN COPIER LEASE
3266	LOWE'S COMPANIES INC.	286.78	09/04/2014	SUPPLIES NEEDED TO INSTALL NEW
5194	NORTH FLORIDA SERVICES, INC.	824.00	09/04/2014	REPAIR AIRHANDLER IN EXECUTIVE
64	PANAMA CITY NEWS HERALD	103.28	09/04/2014	LEGAL AD
3813	PENNINGTON, P.A.	10,269.50	09/04/2014	LEGAL FEES
3341	PITTMAN PEA RIDGE CASH & CARRY	561.64	09/04/2014	LUMBER TO BE USED FOR NEW SIGN
4136	RICOH AMERICAS CORPORATION	191.09	09/04/2014	RICOH COPIER
4897	SIGN PRO OF NORTH FLORIDA, INC.	1,208.12	09/04/2014	SIGNS FOR BURNT SOCK LANDING R

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

5156	SPERRY & ASSOCIATES, INC.	75,612.64	09/04/2014	ECONFINA SPRINGS COMPLEX-SPRIN
4289	TRI STATE EMPLOYMENT SERVICE, INC.	532.81	09/04/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	481.25	09/04/2014	TEMP SERVICES
4819	DANIEL S. MILLER	3,270.00	09/04/2014	MOUNTAIN LAUREL AND FLORIDA AZ
3941	TYLER TECHNOLOGIES, INC.	250.00	09/04/2014	CHANGE SIGNATURE ON PURCHASE O
3696	URS CORPORATION	6,678.96	09/04/2014	CNT 07-029 TASK 112
1305	WASTE MANAGEMENT - LEON COUNTY,INC	54.44	09/04/2014	SOLID WASTE MFO
1305	WASTE MANAGEMENT - LEON COUNTY,INC	140.00	09/04/2014	SOLID WASTE EFO
4626	WASTE PRO OF FLORIDA, INC	149.84	09/04/2014	SOLID WASTE HQ
2320	YSI INCORPORATED	6,040.00	09/04/2014	RADAR WATER LEVEL SENSORS
	TOTAL CHECKS	<u>147,305.83</u>		
4961	PETER FOLLAND	220.00	09/05/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	220.00	09/05/2014	EMPLOYEE TRAVEL
	TOTAL ACH TRANSFER	<u>440.00</u>		
	TOTAL AP	<u><u>147,745.83</u></u>		

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5196	APALACHEE POLE COMPANY INC	250.00	09/10/2014	PERMIT FEE REFUND
5089	ATKINS NORTH AMERICA, INC.	5,047.90	09/10/2014	MINIMUM FLOWS AND LEVELS DEVEL
2507	CALHOUN LIBERTY JOURNAL	37.38	09/10/2014	LEGAL AD
4654	CERIDIAN BENEFITS SERVICES, INC	127.50	09/10/2014	ADMIN FEES FOR FSA
771	CITY OF MARIANNA	30.92	09/10/2014	MFO SEWER
4061	BRIAN WILLIAM TAYLOR	80.00	09/10/2014	LAWNCARE-MARIANNA
4748	EAST MILTON WATER SYSTEM	16.08	09/10/2014	MILTON WATER
4508	CARDNO ENTRIX	4,080.00	09/10/2014	MINIMUM FLOW AND LEVELS DEVELO
4855	ENVIRON SERVICES INCORPORATED	1,552.00	09/10/2014	ENVIRON SERVICES-HQ JANITORIAL
3379	FL. DEPT. OF AGRICULTURE & CONSUMER SERVICES	41,660.75	09/10/2014	MANAGING FORESTS FOR INCREASED
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	31.22	09/10/2014	FAR AD FOR BURNT SOCK NOTICE
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	33.60	09/10/2014	FAR NOTICE FOR INFORMATIONAL W
916	GULF POWER COMPANY	834.04	09/10/2014	CFO ELEC
916	GULF POWER COMPANY	648.63	09/10/2014	MILTON ELEC
2941	HACH COMPANY	8,719.61	09/10/2014	SUBMERSIBLE PRESSURE TRANSDUCE
3942	A & W VENTURES, L.C.	151.34	09/10/2014	PORTABLE TOILET FOR PHIPPS PAR
4660	HUB CITY FORD	1,389.15	09/10/2014	REPAIR DAMAGE TO VEH #2414-CRE
2268	INNOVATIVE OFFICE SOLUTIONS, INC	76.00	09/10/2014	ADD PHONE LINE AT THE CARR BUI
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	09/10/2014	MAINTENANCE AUGUST
3921	KOUNTRY RENTAL, INC.	4,118.00	09/10/2014	RENTAL AND SERVICE OF PORTABLE
2299	LIBERTY COUNTY SOLID WASTE	28.00	09/10/2014	FL RIVER SOLID WASTE
3266	LOWE'S COMPANIES INC.	170.82	09/10/2014	FOLDING CHAIRS FOR DISTRICT EV
3266	LOWE'S COMPANIES INC.	144.51	09/10/2014	SUPPLIES NEEDED FOR NEW SIGNAG
3266	LOWE'S COMPANIES INC.	1,799.90	09/10/2014	BOARDROOM RENOVATION
3266	LOWE'S COMPANIES INC.	375.20	09/10/2014	CONCRETE
4951	MARIANNA LIMESTONE, LLC	2,462.63	09/10/2014	ROAD MATERIALS-DEAD RIVER LAND
2758	NORTHERN TOOL & EQUIPMENT COMPANY, INC	209.40	09/10/2014	REPLACE PUMPS ON ATV AND UTV S
1205	OFFICE DEPOT, INC.	42.88	09/10/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	8.90	09/10/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	299.99	09/10/2014	ELECTRONIC DATE/TIME STAMP MAC
1205	OFFICE DEPOT, INC.	196.18	09/10/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	20.97	09/10/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	5.77	09/10/2014	OFFICE SUPPLIES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

1463	ORACLE CORPORATION	1,028.19	09/10/2014	ANNUAL SUPPORT FOR ORACLE PROD
4368	PROFESSIONAL HEALTH EXAMINERS	48.00	09/10/2014	LABORATORY TESTING
3084	77 HARDWARE & SUPPLY	78.00	09/10/2014	HAY BALES - EROSION CONTROL MA
5181	RICHARD A LAWRENCE	160.00	09/10/2014	BOARDROOM DAIS MATERIAL
3213	SHI INTERNATIONAL CORP	289.00	09/10/2014	ADOBE PRO FOR CLETA WOLVERTON
4799	STAPLES CONTRACT & COMMERCIAL, INC.	29.96	09/10/2014	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	26.39	09/10/2014	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	307.58	09/10/2014	HP IMAGE TRANSFER KIT FOR PRIN
4799	STAPLES CONTRACT & COMMERCIAL, INC.	52.77	09/10/2014	FIBER PATCH CABLES FOR NEW SER
110	TALQUIN ELECTRIC COOPERATIVE, INC.	5,281.49	09/10/2014	HQ ELEC
110	TALQUIN ELECTRIC COOPERATIVE, INC.	115.69	09/10/2014	WATER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	87.17	09/10/2014	SECURITY LIGHTS HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,940.00	09/10/2014	PUBLIC RECREATION SITE CLEAN U
3711	US POSTAL SERVICE-HASLER	3,000.00	09/10/2014	REPLENISH HEADQUARTERS POSTAGE
3454	USDA, APHIS, WILDLIFE SERVICES	1,027.88	09/10/2014	COOPERATIVE SERVICE AGREEMENT
4557	VERIZON WIRELESS	649.26	09/10/2014	AIR CARDS
5184	WILLIAMS & GARCIA LLC	2,500.00	09/10/2014	ORACLE TECHNICAL SUPPORT
4774	JOHN T WILLIAMSON	165.00	09/10/2014	JANITORIAL SERVICES FOR THE WF
	TOTAL CHECKS	<u>94,353.65</u>		
4369	JOHN M. BATEMAN	79.00	09/12/2014	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	09/12/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	09/12/2014	EMPLOYEE TRAVEL
	TOTAL ACH TRANSFER	<u>359.00</u>		
	TOTAL AP	<u><u>94,712.65</u></u>		

VENDOR NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
2967 BANK OF AMERICA	2,987.69	09/18/2014	P- CARD PURCHASES
2967 BANK OF AMERICA	70.00	09/18/2014	MEMBERSHIP DUES
2992 BANK OF AMERICA	130.00	09/18/2014	ONLINE ACCESS TO BANK ACCOUNT
2992 BANK OF AMERICA	488.16	09/18/2014	PAYMENT PORTAL FOR WELL PERMIT
2992 BANK OF AMERICA	786.83	09/18/2014	ACCOUNT ANALYSIS
5006 BROWN'S REFRIGERATION & EQUIPMENT CO., INC.	1,550.00	09/18/2014	REPLACEMET WATERCOOLER AT HQ
5177 CAPITAL CITY AUTOMOTIVE, LLC	132.95	09/18/2014	REPAIR TO VEHICLE # 2085
5177 CAPITAL CITY AUTOMOTIVE, LLC	447.88	09/18/2014	REPAIR VEHICLE WMD96206
5177 CAPITAL CITY AUTOMOTIVE, LLC	132.95	09/18/2014	REPLACE BATTERY, POOL VEH#9620
3269 CDW GOVERNMENT, INC.	379.06	09/18/2014	CAMERA
3269 CDW GOVERNMENT, INC.	22.78	09/18/2014	CAMERA
3269 CDW GOVERNMENT, INC.	145.49	09/18/2014	EXTERNAL HARD DRIVES FOR BACKU
3538 CITY OF APALACHICOLA	131,279.88	09/18/2014	BATTERY PARK BASIN STORMWATER
4655 CITY OF GRETNA	3,750.00	09/18/2014	WATER SYSTEM UPGRADES
4676 CITY OF MILTON FLORIDA	35.50	09/18/2014	DUMPSTER SERVICE
4676 CITY OF MILTON FLORIDA	14.86	09/18/2014	MILTON WATER
4085 DARRELL CLARK	100.00	09/18/2014	REFUND OVERPAYMENT ON PERMIT F
319 THE COUNTY RECORD	30.00	09/18/2014	LEGAL AD
3784 CULLIGAN WATER SERVICES, INC	30.00	09/18/2014	WELL PERMITTING FEES REFUND
45 DMS	1,295.44	09/18/2014	CFO PHONE
45 DMS	1,497.20	09/18/2014	HQ PHONE
45 DMS	73.28	09/18/2014	MILTON PHONE
3424 DURRA-QUICK-PRINT INC.	360.00	09/18/2014	BUSINESS CARDS FOR RMD STAFF
3424 DURRA-QUICK-PRINT INC.	60.00	09/18/2014	BUSINESS CARDS
4254 EMERALD AIR SERVICES, LLC	300.00	09/18/2014	CLEAN AIR CONDITIONER IN CREST
4855 ENVIRON SERVICES INCORPORATED	275.00	09/18/2014	JANITORIAL SERVICE - MFO
2190 FL. DEPT. OF TRANSPORTATION	314,103.00	09/18/2014	REFUND MITIGATION FUNDS
26 FL. SECRETARY OF STATE DIV OF ADMIN SERV	40.18	09/18/2014	FAR/LEGAL AD FOR SEPTEMBER 11,
839 FORESTRY SUPPLIERS, INC.	522.03	09/18/2014	FIELD EQUIPMENT
4607 MAIL FINANCE INC	126.00	09/18/2014	MAILING SYSTEM LEASE FOR CARR,
4607 MAIL FINANCE INC	126.00	09/18/2014	MAILING SYSTEM LEASE FOR CARR,
3003 HAVANA FORD, INC.	35.65	09/18/2014	FLEET SERVICES
1717 JACKSON COUNTY PROPERTY APPRAISER	589.52	09/18/2014	4TH QTR PYMNT FY 13-14

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4488	JEHLE-HALSTEAD, INC	320.00	09/18/2014	REFUND FOR A#2627 DEEP FLEX
4946	ULYSSES D. JENKINS	75.00	09/18/2014	SECURITY FOR GOVERNING BOARD M
3921	KOUNTRY RENTAL, INC.	207.50	09/18/2014	CLEAN BOTH ECONFINA OFFICES
4952	LAW, REDD, CRONA & MUNROE, P.A.	824.00	09/18/2014	INSPECTOR GENERAL SERVICES ENG
3266	LOWE'S COMPANIES INC.	198.11	09/18/2014	GENERAL SUPPLIES
4873	MAIN STREET AUTOMOTIVE, INC.	148.95	09/18/2014	FLEET SERVICES
4382	J. MILLER CONSTRUCTION, INC.	4,925.00	09/18/2014	DUTEX CULVERT REPAIR AND DITCH
71	PETTY CASH	750.00	09/18/2014	KAYAK/CANOE RENTAL FOR TOUR OF
5181	RICHARD A LAWRENCE	1,025.00	09/18/2014	BOARDROOM RENOVATION
5153	ALZO SLADE	750.00	09/18/2014	DEMOLISH AND REMOVE DAIS AND P
342	THE STAR	76.40	09/18/2014	LEGAL AD
4289	TRI STATE EMPLOYMENT SERVICE, INC.	501.88	09/18/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	529.38	09/18/2014	TEMP SERVICES
424	WALTON COUNTY TAX COLLECTOR	17.13	09/18/2014	REFUND OF TAXES
4353	CHARLES WARD	100.00	09/18/2014	WELL PERMITTING FEES REFUND
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12,636.20	09/18/2014	LAW ENFORCEMENT/SECURITY
3048	YATES CONTRACTING, INC.	9,600.00	09/18/2014	#2 OR #4 LIMESTONE ROCKS
	TOTAL CHECKS	<u>494,601.88</u>		
4125	KATHLEEN COATES	425.82	09/19/2014	EMPLOYEE TRAVEL
4961	PETER FOLLAND	120.00	09/19/2014	EMPLOYEE TRAVEL
273	W. G. GOWENS	147.50	09/19/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	120.00	09/19/2014	EMPLOYEE TRAVEL
4642	COAKLEY TAYLOR	670.51	09/19/2014	TUITION REIMBURSEMENT
	TOTAL ACH TRANSFER	<u>1,483.83</u>		
	TOTAL AP	<u><u>496,085.71</u></u>		

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5202	BALFOUR TIMBER COMPANY	20,907.15	09/24/2014	RTRN PERF BOND 14B-003
5123	ROBERT L BUSH	10.00	09/24/2014	REFUND WELL PERMIT FEE
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1,336.64	09/24/2014	CALHOUN CO SHERIFF-LAW ENFCMT/
3702	CAMPBELL SAND & GRAVEL,INC	12,500.00	09/24/2014	ROCK FOR HAISEAL ROAD
3524	CITY OF CRESTVIEW	40.85	09/24/2014	WATER/SEWER CFO
3289	CITY OF TALLAHASSEE	33.97	09/24/2014	DATA COLL. STATION
4754	CUMMINS POWER SOUTH	429.80	09/24/2014	GENERATOR SERVICE
1948	DELL MARKETING L.P.	412.49	09/24/2014	ETHERNET ADAPTER FOR ORACLE SE
1948	DELL MARKETING L.P.	4,404.00	09/24/2014	LAPTOPS FOR REG
1948	DELL MARKETING L.P.	1,101.00	09/24/2014	LAPTOPS FOR REG (SELENA POTTER
1948	DELL MARKETING L.P.	39,149.05	09/24/2014	SANS SERVER UPGRADE
1948	DELL MARKETING L.P.	7,699.89	09/24/2014	SANS SERVER UPGRADE
1948	DELL MARKETING L.P.	1,299.00	09/24/2014	SANS SERVER UPGRADE
2241	DEPT. OF THE INTERIOR - USGS	10,122.50	09/24/2014	TELOGIA CREEK AND SPRING CREEK
2241	DEPT. OF THE INTERIOR - USGS	8,475.00	09/24/2014	APALACHICOLA RIVER GAUGING
4254	EMERALD AIR SERVICES, LLC	880.00	09/24/2014	CONDENSER FAN MOTOR FOR CRESTV
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	12,064.18	09/24/2014	FUEL SERVICES
2702	FISH AND WILDLIFE	4,096.45	09/24/2014	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	6,581.90	09/24/2014	LAW ENFORCEMENT/SECURITY SERVI
24	FLORIDA PUBLIC UTILITIES COMPANY	624.21	09/24/2014	MFO ELECTRIC
3337	FORESTECH CONSULTING	3,514.00	09/24/2014	F4 TECH FOR LAND MANAGEMENT DA
3337	FORESTECH CONSULTING	2,685.00	09/24/2014	F4 TECH FOR LAND MANAGEMENT DA
5172	FREDDIE WILBON	750.00	09/24/2014	JANITORIAL SERVICES FOR CRESTV
4042	GGI, LLC, DBA GENESIS GROUP	5,441.06	09/24/2014	TASK 15 CNT 06-068
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	600.00	09/24/2014	PROGRAMMABLE ACCESS CARDS
2291	GULF COAST ELECTRIC COOPERATIVE,INC	451.49	09/24/2014	EFO ELEC
4607	MAIL FINANCE INC	259.00	09/24/2014	MAILING SYSTEM LEASE FOR CARR,
61	JACKSON COUNTY FLORIDAN	84.73	09/24/2014	LEGAL AD
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	210.79	09/24/2014	ADMIN COPIER LEASE
3921	KOUNTRY RENTAL, INC.	207.50	09/24/2014	CLEAN BOTH ECONFINA OFFICES
3266	LOWE'S COMPANIES INC.	286.90	09/24/2014	OPERATING SUPPLIES
3266	LOWE'S COMPANIES INC.	227.76	09/24/2014	FOLDING CHAIRS FOR DISTRICT EV
3266	LOWE'S COMPANIES INC.	206.05	09/24/2014	BOARD ROOM RENOVATION MATERIAL
4986	PATRICIA LUJAN	7,374.16	09/24/2014	OCTOBER RENT CFO

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4951	MARIANNA LIMESTONE, LLC	1,524.68	09/24/2014	ROAD MATERIALS-DEAD RIVER LAND
5157	NU INFO SYSTEMS, INC	11,592.00	09/24/2014	CONTRACT SERVICES FOR ENABLING
1205	OFFICE DEPOT, INC.	114.67	09/24/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	6.93	09/24/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	19.38	09/24/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	96.63	09/24/2014	OFFICE SUPPLIES
3023	PANAMERICAN CONSULTANTS, INC.	1,200.00	09/24/2014	FIELD WORK/LTR REPORT-RESTROOM
4081	POT-O-GOLD RENTALS, LLC	1,382.50	09/24/2014	PORTABLE TOILETS
5165	SANTA ROSA AUTO SERVICE, INC.	338.49	09/24/2014	REPAIR/REPLACE BODY BUSHINGS F
3213	SHI INTERNATIONAL CORP	289.00	09/24/2014	ADOBE PRO FOR VANESSA HELTON
4720	SOUTHWOOD SHARED RESOURCE CENTER	622.46	09/24/2014	SHARED RESOURCE NETWORK
4799	STAPLES CONTRACT & COMMERCIAL, INC.	23.99	09/24/2014	WIRELESS MOUSE & KEYBOARD FOR
4799	STAPLES CONTRACT & COMMERCIAL, INC.	244.91	09/24/2014	RMD OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	49.86	09/24/2014	RMD OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	59.99	09/24/2014	VIDEO CONVERTER FOR JON STEVER
4289	TRI STATE EMPLOYMENT SERVICE, INC.	147.80	09/24/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	250.95	09/24/2014	TEMP SERVICES
5184	WILLIAMS & GARCIA LLC	2,500.00	09/24/2014	ORACLE TECHNICAL SUPPORT
4774	JOHN T WILLIAMSON	275.00	09/24/2014	REPAIR OF STORM DAMAGED FENCE
4038	WINDSTREAM COMMUNICATIONS	55.23	09/24/2014	800#'s EFO LD
	TOTAL CHECKS	<u>175,260.99</u>		
4842	BARBARA BOSTER	27.59	09/24/2014	EMPLOYEE TRAVEL
982	WILLIAM O. CLECKLEY	120.00	09/24/2014	EMPLOYEE TRAVEL
4961	PETER FOLLAND	200.00	09/24/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	200.00	09/24/2014	EMPLOYEE TRAVEL
4934	JON STEVERSON	93.45	09/24/2014	EMPLOYEE TRAVEL
	TOTAL ACH TRANSFER	<u>641.04</u>		
	TOTAL AP	<u><u>175,902.03</u></u>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

SEPTEMBER 2014

DIRECT DEPOSIT	09/05/2014	200,584.95
CHECKS	09/05/2014	9,100.42
FLEX SPENDING TRANSFER	TF0170	1,573.00
DIRECT DEPOSIT	09/19/2014	200,642.19
CHECKS	09/19/2014	8,054.57
FLEX SPENDING TRANSFER	TF0173	1,573.00

\$ 421,528.13

APPROVED:

Chairman or Executive Director

November 13, 2014

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
W. Guy Gowens, Director, Division of Resource Management

FROM: Paul Thorpe, Resource Planning Program Manager

DATE: October 28, 2014

SUBJECT: Northwest Florida Water Management District Strategic Plan Update

Recommendation:

Staff recommends that the Governing Board approve the Fiscal Year 2014-2015 update to the Northwest Florida Water Management District Strategic Water Management Plan.

Discussion:

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

The District's first Strategic Water Management Plan (SWMP) was approved in 2010. This update, which was presented to the Board as an informational item last month, revises the plan to reflect six strategic priorities, consistent with those addressed in the District's budget and the August 1, 2014, Tentative Budget Report:

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

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

For each of these priorities, the SWMP identifies indicators of accomplishment, funding sources, deliverables, and milestones. The Plan further outlines an anticipated five-year schedule of accomplishment.

Section 373.036, F.S., further requires, as an addendum, a separate Annual Work Plan Report (AWPR) on the Strategic Plan's implementation, addressing success indicators, deliverables, and milestones. The AWPR will be submitted each year with the District's March 1 Consolidated Annual Report.

This plan is available for public review via the District's website. The opportunity for public participation will be provided on a continuing basis to support future updates. The public is also afforded the opportunity to participate in the development of other plans and documents, which are functional components of the SWMP. Examples include regional water supply plans, the Florida Forever Land Acquisition Work Plan, and District rules.

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

Attached: Strategic Water Management Plan

Strategic Water Management Plan

November 2014

*Northwest Florida Water
Management District*



Program Development Series 14-02

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Strategic Water Management Plan
Fiscal Year 2014-2015 Update

NOVEMBER 2014



Program Development Series 14-02

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1. Introduction

The Strategic Water Management Plan (SWMP or Strategic Plan) describes statutory responsibilities of the Northwest Florida Water Management District (NFWFMD or District) and the agency's current priorities. These responsibilities and priorities encompass those activities the District plans to undertake over a five-year planning horizon to accomplish its mission: to implement the provisions of Chapter 373, Water Resources, Florida Statutes (F.S.), in a manner that best ensures the continued welfare of the residents and natural systems of northwest Florida.

Strategic Priorities for Fiscal Years 2015-2019

- ❖ ***Springs Protection and Restoration*** – *Protect and restore water quality and flows within the major spring systems of northwest Florida.*
 - ❖ ***Minimum Flows and Levels (MFLs)*** – *Develop and implement science-based MFLs that protect water resources and associated natural systems.*
 - ❖ ***Apalachicola-Chattahoochee-Flint River Basin*** – *Protect Apalachicola River and Bay water quality and freshwater inflow.*
 - ❖ ***Water Supply*** – *Ensure sufficient water is available for all existing and future reasonable-beneficial uses and natural systems.*
 - ❖ ***Watershed Protection and Restoration*** – *Protect and restore watershed resources and functions.*
 - ❖ ***Flood Protection and Floodplain Management*** – *Maintain natural floodplain functions and minimize harm from flooding.*
-

Section 2 summarizes the strategies employed to accomplish these priorities and outlines success indicators, funding sources, deliverables, and milestones, as well as associated activities planned over the five-year planning horizon.

About the Northwest Florida Water Management District

The NFWMD is one of five water management districts established by the Florida Water Resources Act of 1972 (Chapter 373, F.S.). Its geographic region extends from the St. Marks River watershed in Jefferson County to the Perdido River in Escambia County.

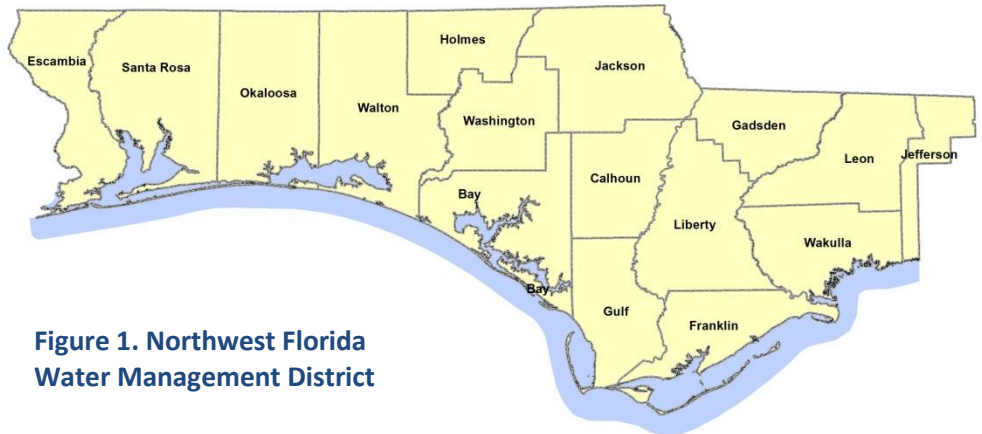
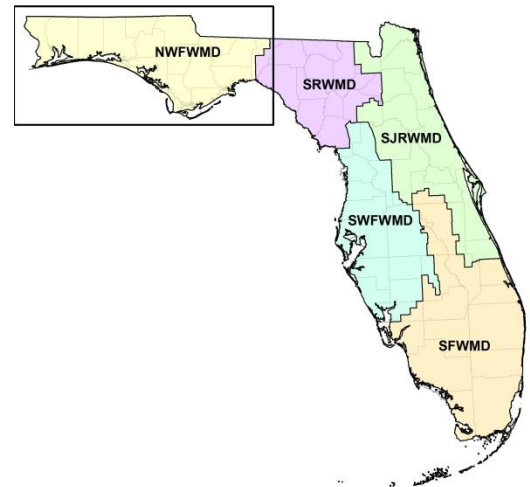


Figure 1. Northwest Florida Water Management District

A nine-member board appointed by the Governor and confirmed by the Senate governs the NFWMD. The agency works with federal, state, and local governments; water supply utilities; non-governmental stakeholders; and private citizens to accomplish its statutory areas of responsibility, as described below.



Mission

The District’s mission, as established by the Governing Board, is to implement the provisions of Chapter 373, Water Resources, F.S., in a manner that best ensures the continued welfare of the residents and natural systems of northwest Florida.

Statutory Areas of Responsibility

Section 373.036, F.S., sets forth four interrelated areas of responsibility (AORs) for the water management districts: Water Supply, Flood Protection and Floodplain Management, Water Quality, and Natural Systems. Goals for each of these AORs are:

Water Supply	Promote the availability of sufficient water for all existing and future reasonable-beneficial uses and natural systems.
Flood Protection and Floodplain Management	Maintain natural floodplain functions and minimize harm from flooding.
Water Quality	Protect and improve the quality of the District’s water resources.
Natural Systems	Protect and enhance natural systems.

Characteristics

As of 2013, there were nearly 1.4 million permanent residents in northwest Florida, with much of the population concentrated along the coastal region from Escambia through Bay counties, as well as in Tallahassee and the surrounding area (Figure 2). Much of the District’s non-urban land is devoted to forestry and agriculture, with areas of concentrated development corresponding to population centers (Figure 3). Private forest lands cover much of the District, and prominent public lands include military bases, state and national forests, national wildlife refuges, state parks, and District lands.

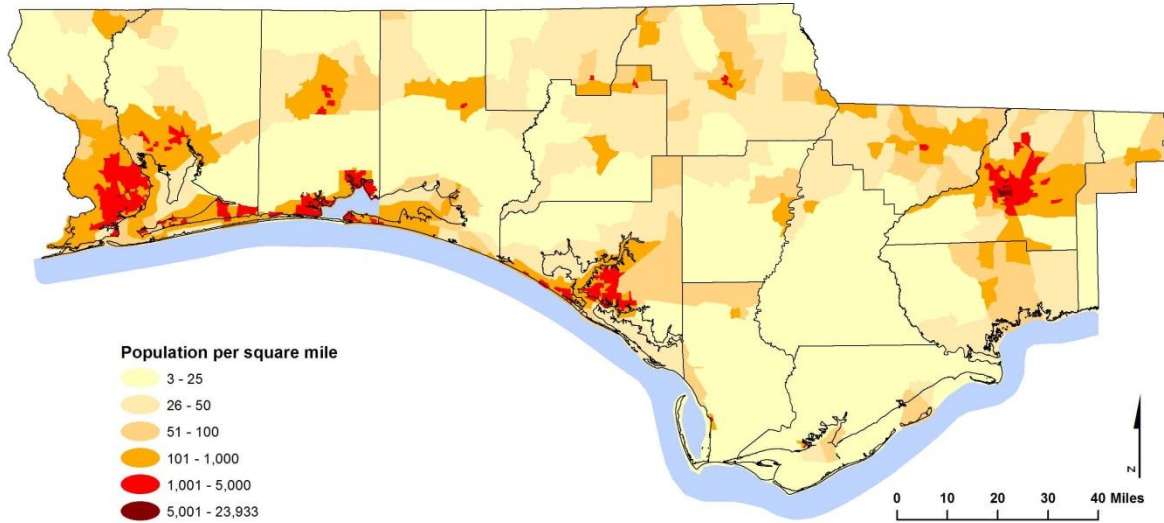


Figure 2. 2010 Population Density Based on Census Blocks

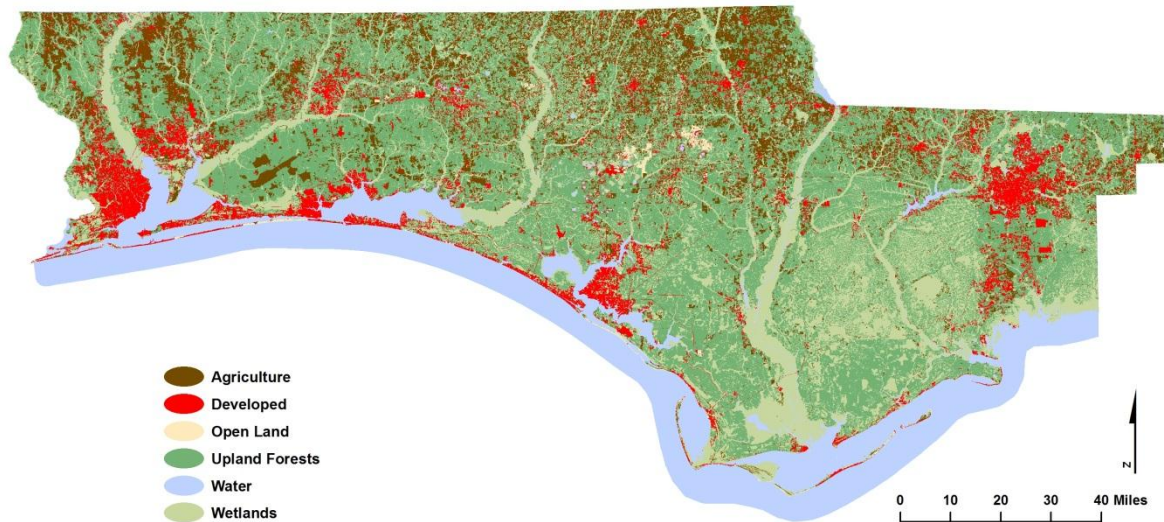


Figure 3. 2010 Land Use and Land Cover

Portions of northwest Florida experienced significant population growth from 2000 to 2008. Growth slowed in 2009 and 2010 (University of Florida 2013), resuming in 2010, but apparently moderated from prior levels. The District-wide population estimate for 2013 was 1,387,289 (University of Florida 2014), a 1.6 percent increase over the 2010 population. Population is projected to grow to

1,645,933 by 2035 (University of Florida 2013), a 21 percent increase over 20 years. In recent decades, substantial areas have been transformed from forested and rural in character to suburban and urban. More recently, some rural areas of the District are experiencing increases in agricultural activity. Such growth presents potential water resource challenges throughout the region, including increased demand for water supplies, stormwater runoff and nonpoint source pollution, increased risks from flooding, reduced groundwater recharge, and fragmentation of wetlands and other sensitive habitats.

Table 1. Population and Growth by County

County	2000 Population Estimate	2010 Population Estimate	2035 Population Projection ¹	Percent Change 2010 - 2035
Bay	148,217	168,852	209,100	24%
Calhoun	13,017	14,625	16,900	16%
Escambia	294,410	297,619	319,300	7%
Franklin	11,057	11,549	12,000	4%
Gadsden	45,087	46,389	50,500	9%
Gulf	13,332	15,863	16,400	3%
Holmes	18,564	19,927	21,600	8%
Jackson	46,755	49,746	50,700	2%
Jefferson ²	7,741	10,417	11,433	10%
Leon	239,452	275,487	332,700	21%
Liberty	7,021	8,365	11,300	35%
Okaloosa	170,498	180,822	216,400	20%
Santa Rosa	117,743	151,372	218,800	45%
Wakulla	22,863	30,776	41,900	36%
Walton	40,601	55,043	87,200	58%
Washington	20,973	24,896	29,700	19%
Total	1,217,331	1,361,748	1,645,933	20.9%

¹Medium growth scenario

²Estimated population within NFWFMD. 2010 reflects updated methodology.

Sources: Population estimates by U.S. Census Bureau. Population projections by UF 2013.

Strengths, Opportunities, and Challenges

The District's strengths can be found in the development of effective partnerships and cooperative relationships with other governmental and private organizations with complementary functions and authority, as well as its extensive water management lands that protect water quality, floodplains, water recharge areas, and ecosystem health and productivity. The District has also made substantial progress developing alternative and inland water sources to meet water supply needs and interconnecting utilities for system reliability.

There are opportunities to expand water conservation and efficiency, to further develop reuse of reclaimed water and other alternative water supply sources, to protect undeveloped floodplains and important recharge areas, and to adopt new technology and data sources.

Northwest Florida faces continuing challenges with respect to water and related resources across all four AORs. Examples of such challenges are coastal saltwater intrusion, out-of-state water withdrawals, and nonpoint source pollution.

Current strengths, opportunities, and challenges are outlined in Table 2.

Table 2. NFWFMD Strengths, Opportunities, and Challenges

Strengths	<ul style="list-style-type: none"> • Partnership and cooperation with other governmental and private organizations with complementary functions and authority • Extensive water management lands and other public lands that protect water quality, floodplains, water recharge, and ecosystem health and productivity • Ability to leverage significant external funding • Technical capability and long-term outlook • Updated Chapter 40A-2 F.A.C. rules for Consumptive Use Permitting in 2014 for state-wide consistency and permit streamlining
Opportunities	<ul style="list-style-type: none"> • Alternative water supply sources • Potential for additional water conservation • Potential for reuse system development and expansion to meet nonpotable demands, to provide beneficial aquifer recharge, and to enhance water quality • Enhanced data collection, technical analyses, and MFL establishment for priority waterbodies • Federal and other external funding sources that can match and extend existing funds • New technology and data sources
Challenges	<ul style="list-style-type: none"> • Out-of-state water withdrawals and wastewater discharges • Diminished water quality at some of the District’s signature springs • Saltwater intrusion in some coastal population centers • Rising demands for most water use categories, including public supply • Periodic and discrete weather events (e.g., droughts, floods, and tropical storms) • Nonpoint source pollution • Fragmentation of wetlands and other water-related habitats • Hydrologic and water quality data gaps • Infrastructure funding limitations, particularly on the part of financially disadvantaged small local governments

Strategic Planning Process

Strategic Water Management Plan

The SWMP reflects priorities of the Governing Board through a five-year planning horizon. The plan is implemented annually through the District's adopted budget.

Annual Progress Review and Strategic Plan Update

The SWMP Annual Work Plan Report is incorporated in the Consolidated Annual Report, released each year by March 1. To meet the requirements of section 373.036, F.S., this report includes qualitative and quantitative evaluation of the success indicators, deliverables, and milestones identified in Section 2. The Strategic Plan is updated based on these results and in consideration of emerging issues and the District's annual budget.

Operational Plans and Rules

The SWMP is designed as a functional plan to address the District's statutorily defined AORs and guide, at a high level, how the agency will carry out major activities over a five-year planning horizon. It is important to recognize that many of these activities are implemented through subordinate plans, adopted rules, and programs (Table 3) that directly execute the strategies outlined in the SWMP. Thus, the SWMP reflects an integrated response to the major water resource challenges facing the District.

Table 3. Operational Documents

Plan / Regulation	Purpose (Primary Statute)	Horizon
Strategic Water Management Plan	Establish strategic priorities for a next five-year period. District-wide plan for water supply, flood protection, water quality, and natural systems (373.036, F.S.)	Five years; updated annually
Incorporates:		
Regional Water Supply Plans	Identify water sources, demands, and alternative water supply sources (373.709, F.S.)	20 years; updated every five years
Water Resource Development Work Program	Development of alternative sources within regional water supply planning areas (373.709, F.S.)	Five years; updated annually
Water Supply Assessment	Estimates and projections of District-wide water demand and source assessments (373.036, F.S.)	20 years; updated every five years
Florida Forever Land Acquisition Work Plan	District-wide land acquisition plan (373.199, F.S.)	Five years; updated annually
Florida Forever Capital Improvements Plan	Short-range plan for implementation of approved capital improvement projects (373.199, F.S.)	Five years; updated annually
NWFWM-D-FEMA Cooperating Technical Partner Risk MAP Business Plan	Risk Map, flood mapping and related activities plan for the Northwest Florida Water Management District (373.036, F.S.)	Five years; updated annually
Umbrella, Watershed-based Regional Mitigation Plan	District-wide wetland mitigation (373.4137, F.S., 33 U.S.C. 1344)	Updated annually
SWIM Priority List	Prioritize watersheds and waterbodies for SWIM plan development (373.453, F.S.)	Updated annually
SWIM Plans (multiple)	Watershed protection, management, and restoration (373.451-459, F.S.)	Continuous; updated as needed
Hydrologic Monitoring Plan	Surface and ground water hydrologic and water quality monitoring (373.036; 373.451-459, F.S.)	Continual; updated as needed
Minimum Flows and Levels (MFLs) Priority List	Priority list for development of MFLs (373.042, F.S.)	Updated annually
Ch. 40A-1, FAC	General and Procedural (373.044, F.S.)	Continuous
Ch. 40A-2, FAC	Regulation of Consumptive Uses of Water (373.203-250, F.S.)	Continuous
Ch. 40A-21, FAC	Water Shortage Plan (373.246(1), F.S.)	Continuous
Ch. 40A-3, FAC	Regulation of Wells (373.302-342, F.S.)	Continuous
Ch. 40A-44, FAC	Regulation of Agricultural and Forestry Surface Water Management Projects (373.403-443, F.S.)	Continuous
Ch. 40A-6, FAC	Works of the District (373.084-087, F.S.)	Continuous
Ch. 62-330, FAC	Environmental Resource Permitting (373.4131, F.S.)	Continuous

2. Strategic Priorities for FY 2015-2019

Implementation of the District's strategic priorities is accomplished through coordinated activities within each of the agency's major divisions: Land Management and Acquisition, Resource Management, Regulatory Services, and Administration. This section summarizes each of the strategic priorities and goals, together with indicators, funding sources, deliverables, and milestones. Deliverables include work products and milestones within the planning horizon that support each goal. Table 4 on page 16 provides the current implementation schedule.

Springs Protection and Restoration

Springs protection and restoration is carried out through the District's Surface Water Improvement and Management (SWIM), MFL, Land Management and Acquisition, Consumptive Use Permitting, and Environmental Resource Permitting programs. Current initiatives and priorities include the following:

- FY 2014-2015 Springs Protection and Restoration Initiative – New cooperative restoration and water resource development projects are planned to improve conditions in Wakulla Springs, Jackson Blue Spring, and springs associated with the Holmes Creek and Econfina Creek systems.
- Williford Spring Restoration – The District has initiated restoration activities for Williford Spring, within the Econfina Creek Water Management Area (WMA) in Washington County. These activities include sediment removal and extensive bank restoration using natural, non-structural designs. The use of precast pavers for the terrace and spring entry steps and construction of a watercraft docking point will enhance public use while preventing damage to the resource.
- Devil's Hole Spring Stream Bank Restoration – Also in the Econfina Creek WMA, the Devil's Hole site has experienced bank erosion from high public use, which has degraded aquatic habitat. The project will involve stabilizing the east and west banks of Econfina Creek in the area of Devil's Hole Spring. Visitor facilities will be constructed to direct use to boardwalks, a canoe dock, and an overlook in order to protect a unique geologic formation and prevent streambank degradation.
- Holmes Creek Stream Bank Restoration – Three restoration sites are located along Holmes Creek in Washington County within the Choctawhatchee River and Holmes Creek WMA. Streambank restoration and protection activities will occur at Live Oak, Hightower Springs, and Spurling landings. Each site will receive vegetated retaining walls utilizing geotextiles and native vegetation, stormwater facilities, access road and parking improvements, and protective fencing. Individual sites are to receive other improvements including a spring observation deck.
- Jackson Blue Spring Basin Agricultural Best Management Practices – In FY 2013-2014, the District began a major initiative to help agricultural producers in the Jackson Blue Spring basin integrate an array of best management practices (BMPs) into their farming operations. These practices, implemented in cooperation with the Florida Department of Agriculture and Consumer Services (DACS), Florida Department of Environmental Protection (DEP), and the Jackson Soil and Water Conservation District, are expected to conserve water and improve water quality without compromising production yields.
- Water Quality and Flow Monitoring – The District is continuing water quality monitoring at Wakulla, Jackson Blue, Pitt, Econfina Blue, and Williford springs and measuring continuous spring flows at Jackson Blue and Wakulla springs and the Spring Creek springs group in coastal Wakulla County.

- Land Management – The District owns and manages more than 41,000 acres within the Econfina Creek WMA. These lands protect groundwater recharge, spring flow, and water quality within the Econfina Creek springs complex, which includes first magnitude Gainer Springs. This in turn protects water supply and water quality in the downstream Deer Point Lake Reservoir – the main source of drinking and industrial water supply for Bay County.
- Minimum Flows and Levels – Development of MFLs, as described below, is important to the long-term protection and, as needed, restoration of spring systems. In support of the MFL program, the District has begun intensive data collection for St. Marks River Rise, Wakulla Springs, and Sally Ward Spring. A work plan, which outlines the data needs, technical assessments, and project schedule, is also being developed for Jackson Blue Spring.
- Consumptive Use Regulation – Permitting of groundwater withdrawals is a tool for preventing significant impacts to the groundwater resources contributing to spring systems and water supplies.

Springs Protection and Restoration

Strategic Priority:	Protect and restore water quality and flows within the major spring systems of northwest Florida.
Indicators:	(1) Project accomplishment (percent completion on schedule) (2) Trends in nitrate concentrations (3) Trends in spring flows
Funding sources:	(1) Ecosystem Management and Restoration Trust Fund (2) Water Management Lands Trust Fund (3) General Fund Reserves (4) State Legislative Appropriations
Deliverables:	(1) Mobile Irrigation Lab evaluation reports (2) Water quality data (3) Spring discharge data
Milestones:	(1) Completion of Devil’s Hole spring stream bank restoration (2015) (2) Completion of Williford Spring restoration (2015-2016) (3) Implementation of funded BMPs for farmers in the Jackson Blue Spring basin and Mobile Irrigation Lab evaluations (2015-2016) (4) Completion of Holmes Creek streambank stabilization (2016)

Minimum Flows and Levels

Implementation of an effective MFL program is a major component of the overall effort to ensure the long-term protection and sustainability of regionally significant water resources. A minimum flow or level is defined as the limit at which further withdrawals would be significantly harmful to the water resources or the ecology of the area. The MFL program integrates other efforts, including consumptive use permitting, regional water supply planning, and watershed restoration. The District has initiated efforts to greatly enhance data collection and complete MFL technical assessments for St. Marks River Rise, Wakulla Springs, and Sally Ward Spring. The District has also initiated development of work plans for Jackson Blue Spring and the coastal Floridan aquifer in Walton, Okaloosa, and Santa Rosa counties. Over the next five years, enhanced data collection and technical assessments will begin for the coastal Floridan Aquifer in Franklin County and in the region encompassing Walton, Okaloosa, and Santa Rosa counties, as well as for Jackson Blue Spring.

The MFL program is implemented according to the MFL priority list and schedule, which is updated annually and submitted to DEP for review. The current schedule may be found online at www.nfwwater.com/water-resources/minimum-flows-levels/.

Minimum Flows and Levels	
Strategic Priority:	Develop and implement science-based MFLs that are protective of natural systems and associated public resources.
Indicators:	(1) MFL technical assessment accomplishment (number and percent complete per the approved schedule) (2) Waterbodies meeting their adopted MFLs (number and percentage)
Funding sources:	(1) General Fund Reserves (2) Legislative Appropriations (3) Water Management Lands Trust Fund
Deliverables:	(1) Completed MFL technical assessments according to the approved schedule
Milestones:	(1) Completion of technical assessment for the St. Marks River Rise (2018)

Apalachicola-Chattahoochee-Flint (ACF) River Basin

An ongoing District priority is working with state agencies and local governments to protect the economic and ecological viability of the Apalachicola River and Bay and its surrounding watershed in Florida. Priorities over the current five-year period include continued technical assistance to the Governor and DEP in the ongoing legal case between the states of Florida and Georgia over freshwater allocation in the ACF river basin; development of an updated three-dimensional hydrodynamic model of Apalachicola Bay to facilitate assessments of freshwater inflows, bay bathymetry, and boundary conditions; and implementation of several cooperative water quality improvement projects in coastal Franklin County. The District is also developing an updated freshwater flow model for the Apalachicola River and delta, as well as for Tates Hell Swamp. Additionally, the District has completed several hydrologic restoration projects in Tates Hell Swamp to enhance the quality, quantity and timing of freshwater inflows to Apalachicola Bay. The BMP program for farmers in Jackson County to improve the health of Jackson Blue Spring also supports ACF basin sustainability through water conservation and water quality protection.

Apalachicola-Chattahoochee-Flint River Basin	
Strategic Priority:	Protect Apalachicola River and bay water quality and freshwater inflow.
Indicators:	(1) Cooperative project implementation (number and percent complete per the planned schedule) (2) Area restored (acres) (3) Stormwater treatment area (acres)
Funding sources:	(1) Ecosystem Management and Restoration Trust Fund (2) Water Management Lands Trust Fund (3) State Legislative Appropriations (4) General Fund Reserves
Deliverables:	(1) Updated hydrodynamic model of Apalachicola Bay (2014)
Milestones:	(1) Complete hydrologic restoration activities in the Whiskey George basin of Tates Hell Swamp (2014) (2) Completion of four cooperative stormwater retrofit projects in the City of Apalachicola: Battery Park Basin, US 98 and 16th Street basin, Prado Outfall basin, and Avenue I basin (2015)

Water Supply

The District works to ensure availability of sufficient water for all existing and future reasonable-beneficial uses and natural systems through coordinated resource planning and regulation efforts. These include the following:

- **Consumptive Use Permitting** – This Division of Regulatory Services, Bureau of Groundwater Protection oversees review, issuance, renewal, and enforcement of ground and surface water use permits that allow for reasonable-beneficial uses of water while protecting existing users and the long-term viability of the resource.
- **Regulation of Wells** – The Division of Regulatory Services, Bureau of Groundwater Protection also coordinates the review, issuance, and enforcement of well permits and water well contractor licensing. Activities covered are well construction, repair, and abandonment. This program protects the public and the resource, while also serving the regulated community.
- **District-wide Water Supply Assessment** – This assessment encompasses a periodic District-wide evaluation of current and future water demands and the sustainability and sufficiency of water supply sources.
- **Regional Water Supply Planning** – This activity provides for development and implementation of focused plans, developed in cooperation with regional stakeholders, to identify and develop alternative water supply sources to meet long-term water supply needs while also sustaining water resources and natural systems.
- **Water Resource Development** – The District implements regional-scale projects that increase the availability of water supplies to meet long-term water supply needs. Examples of such projects include planning for water reuse and conservation, data collection, and source modeling and evaluation.

- Water Supply Development Assistance – Financial and technical assistance is provided to local governments and utilities for water supply development. This effort includes grant funding designed to meet local challenges while also accomplishing regional priorities for resource management.
- Land Management – Protection, restoration, and management of water management lands is a major component of the District’s effort to ensure the long-term sustainability of the region’s water supplies. For example, the Econfina Creek WMA was acquired to secure the primary recharge area for Floridan Aquifer Springs that provide a major part of the baseflow of Econfina Creek, which is the major tributary of Deer Point Lake Reservoir – the primary source of potable water for Bay County.

During FY 2013-2014, both the five-year Water Supply Assessment update and the Regional Water Supply Plan update for Region III (Bay County) were completed. Additionally, the District has entered into cooperative funding agreements with local governments and utilities across northwest Florida to accomplish major investments in the region’s water supply infrastructure. This includes projects funded as part of the District’s Water Supply Development Community Assistance Initiative competitive grant program.

Water Supply

Strategic Priority: Sufficient water will be available for all existing and future reasonable-beneficial uses and natural systems.

Indicators:

- (1) RWSP water demands met (Volume [MGD] and percentage)
- (2) Public Supply uniform gross per capita water use (GPCD and trend)
- (3) Public Supply uniform residential per capita water use (GPCD and trend)
- (4) Water reuse to offset the use of potable quality water and to achieve other related beneficial uses (volume [MGD] and trend)

Funding sources:

- (1) Ad Valorem Tax Revenue
- (2) General Fund Reserves
- (3) Water Protection and Sustainability Program Trust Fund
- (4) State Legislative Appropriations
- (5) Water Management Lands Trust Fund

Deliverables:

- (1) District-wide Water Supply Assessment Update
- (2) RWSP Updates

Milestones:

- (1) District-wide Water Supply Assessment Update (2014)
- (2) Region III RWSP Update (2014)
- (3) Region II RWSP Update (2017)
- (4) Interim District-wide Reclaimed Water Evaluation (2015)
- (5) Adoption of more consistent rules statewide for permitting of individual water use (CUPCon) through coordination with FDEP and the other four WMDs (2014)
- (6) Revision of well construction rule (2015)
- (7) Initiation of new regulatory database system (eReg) (2015)

Watershed Protection and Restoration

Through the SWIM program, the District follows a watershed-based, cooperative approach to protect and restore water and habitat quality for regionally significant waterbodies. Currently, the District is focusing efforts on water and habitat quality within Apalachicola and St. Andrew bays. Efforts also continue to address priority needs for watersheds across northwest Florida. Among current initiatives and priorities are:

- Land Management – The District has acquired 211,152 acres of land critical to the protection of water quality, flood protection and floodplain management, natural systems, and water supply. In addition to protecting water and related resources, these lands provide for public access and recreation.
- Environmental Resource Permitting (ERP) – The ERP program integrates stormwater management and treatment and wetland permitting. The program seeks to protect multiple watershed and wetland functions including water quality, fish and wildlife habitat, flood protection, shoreline stability, and aquifer recharge.
- Florida Department of Transportation (FDOT) Mitigation – In accordance with section 373.4137, F.S., the District assists FDOT in developing wetland mitigation for transportation infrastructure development in service areas not covered by private mitigation banks. In the process, wetland resources and functions are protected and restored on a landscape scale.
- Gulf of Mexico Restoration – The District continues to work in cooperation with DEP, the Florida Fish and Wildlife Conservation Commission (FWC), and other regional stakeholders in Gulf of Mexico restoration. These activities help to implement the federal RESTORE Act and to effectively use civil penalty funding from MOEX Offshore, LLC, (MOEX) to mitigate damages incurred from the 2010 Deepwater Horizon oil spill.
- Tates Hell Swamp Restoration – The District continues to implement hydrologic and habitat restoration projects as detailed in the Tate’s Hell State Forest Hydrologic Restoration Plan. These projects restore wetlands and support estuarine water quality improvement.
- SWIM Program – The SWIM program provides the planning framework for watershed management, protection, and restoration District-wide. Plans have been approved for the major riverine-estuarine watersheds from Pensacola Bay through the St. Marks River watershed. Current projects are to implement stormwater retrofits in cooperation with the cities of Apalachicola, Carrabelle, Panama City, Parker, Callaway, and Mexico Beach.
- Spring Restoration and Protection – Activities described above for spring restoration and protection are major priorities for watershed management in northwest Florida.

As is evident from the set of priority activities described, watershed protection and restoration efforts address the full range of the District’s AORs. As such, there is significant overlap among the projects, indicators, deliverables, and milestones with the other strategic priorities described.

Watershed Protection and Restoration

Strategic Priority:	Protect and restore watershed resources and functions.
Indicators:	<ol style="list-style-type: none"> (1) Balance of released mitigation credits, reflective of net functional lift under the District’s Umbrella Mitigation Plan (credits) (2) Cooperative project implementation (number and percent complete per the planned schedule) (3) Contributing area for newly installed stormwater treatment (acres)
Funding sources:	<ol style="list-style-type: none"> (1) Ecosystem Management And Restoration Trust Fund (2) Water Management Lands Trust Fund (3) State Legislative Appropriations (4) General Fund Reserves (5) FDOT Mitigation Funding (6) RESTORE Act and MOEX funds (7) Florida Forever Trust Fund
Deliverables:	<ol style="list-style-type: none"> (1) Annual Regional Wetland Mitigation Plan and Mitigation Monitoring Reports (2) SWIM Program Summary Report within the Consolidated Annual Report
Milestones:	<ol style="list-style-type: none"> (1) In-Lieu-Fee Instrument fully permitted by U.S. Army Corps of Engineers (2014) (2) Completion of four cooperative stormwater retrofit projects in the Apalachicola River and Bay Watershed: Battery Park Basin, US 98 and 16th Street basin, Prado Outfall basin, and Avenue I basin (2015) (3) Completion of four cooperative stormwater retrofit projects in the St. Andrew Bay Watershed: Panama City Maple Ave., Bay Co. Ed Lee Rd., Parker Drainage and Water Quality Improvements, and Callaway Stormwater Retrofit (2015)

Flood Protection and Floodplain Management

Flood protection and floodplain management are essential components of watershed protection. Several current initiatives and programs address flood protection. These include:

- Flood Hazard Mapping, Assessment and Planning – The District continues to work in cooperation with the Federal Emergency Management Agency (FEMA) on flood map modernization and the Risk Mapping, Assessment, and Planning (MAP) program. This effort includes collaboration with state and local agencies to deliver quality data to increase public awareness of and support for actions that reduce flood-related risks. Risk MAP projects for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, Perdido Bay, Perdido River and Apalachee Bay – St. Marks River watersheds have been initiated. In the near term, the District expects to complete updated coastal DFIRMs for Franklin, Jefferson, and Wakulla counties and to continue detailed coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties.
- Land Acquisition and Management – District lands include extensive floodplains along the Apalachicola, Choctawhatchee, Escambia, Yellow, Perdido, Blackwater and other rivers and major streams. Tidal wetlands are also protected on the Pensacola, Perdido, Choctawhatchee,

and St. Andrew bay estuaries. These lands maintain floodplain functions and protect natural systems, water quality, property, and public safety, as well as provide public access and recreation. Substantial upland acreage owned by the District provides protective buffers.

- Environmental Resource Permitting – Among the important functions of the ERP program, as described above, is floodplain resource protection and thus protection of property and residents from potential flood damage through the regulation and management of storm water, including dam design, construction, and maintenance.
- Regional Wetland Mitigation – Floodplain functions are protected on a landscape scale through implementation of the District’s regional wetland mitigation program for FDOT.
- Flood Information Portal – The District provides internet access to digital flood maps throughout northwest Florida through the Flood Information Portal: portal.nwfwmdfloodmaps.com.
- Light Detection and Ranging (LiDAR) website – High-resolution topographic elevation data is available to the public online through the District’s LiDAR web site: www.nwfwmdlidar.com.

Flood Protection and Floodplain Management

Strategic Priority:	Protect floodplain functions for the benefit of human communities and natural systems
Indicators:	(1) Area of floodplain protected through fee or less-than-fee acquisition (acres) (2) Percent of the District with updated DFRIMs meeting FEMA standards and criteria
Funding sources:	(1) Federal Emergency Management Agency (2) Ecosystem Management and Restoration Trust Fund (3) State Legislative Appropriations (4) General Fund Reserves (5) Water Management Lands Trust Fund (6) FDOT Mitigation Funding
Deliverables:	(1) Coastal DFIRMs for Franklin, Jefferson, and Wakulla counties (2014) (2) Risk MAP regulatory and non-regulatory products according to discovery report for each study area
Milestones:	(1) Completion of DFIRM updates for Franklin, Jefferson, and Wakulla counties (2014) (2) Completion of coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties (2016)

Implementation

Table 4 identifies key planned activities within each priority area and outlines the currently anticipated schedule of implementation over the five-year planning horizon.

Table 4. Anticipated Schedule of Tasks











<i>Activities</i>	<i>FY 14-15</i>	<i>FY 15-16</i>	<i>FY 16-17</i>	<i>FY 17-18</i>	<i>FY 18-19</i>
Springs Protection and Restoration					
Williford Spring Restoration	Construction	Completion			
Devil’s Hole Spring Stream Bank Restoration	Initiation	Completion			
Holmes Creek stream bank restoration	Initiation	Completion			
Jackson Blue Spring Basin Agricultural BMPs	Ongoing				
Minimum Flows and Levels					
Enhanced District-wide Monitoring	Ongoing				
St. Marks River Rise	Ongoing				
Coastal Franklin County Floridan Aquifer		Initiation			
Coastal Region II Floridan Aquifer		Initiation			
Wakulla Springs and Sally Ward Spring	Ongoing				
Jackson Blue Spring			Initiation		
ACF Basin Management					
Interstate coordination and technical support	Ongoing				
Cooperative Water Quality Improvement Projects	Ongoing				
Updated hydrodynamic model	Completion				
Apalachicola Bay Water Quality Projects	Ongoing				

Table 4. Anticipated Schedule of Tasks (Continued)

<i>Activities</i>	<i>FY 14-15</i>	<i>FY 15-16</i>	<i>FY 16-17</i>	<i>FY 17-18</i>	<i>FY 18-19</i>
Water Supply					
Consumptive Use Permitting	Ongoing				
Regulation of Wells	Ongoing				
Water Supply Assessment				Update Initiation	Completion
Regional Water Supply Planning		Region II RWSP update		Completion	Region III RWSP update
Region II Groundwater Model	Initiation			Completion	
Water Supply Development Assistance	Ongoing				
Reuse Planning	Ongoing				
Watershed Protection and Restoration					
Environmental Resource Permitting	Ongoing				
Regional Wetland Mitigation	Ongoing				
Land Management	Ongoing				
Gulf of Mexico Restoration Support and Technical Assistance	Ongoing				
St. Andrew Bay Water Quality Projects	Ongoing				
Apalachicola Bay Water Quality Projects	Ongoing				
Flood Protection and Floodplain Management					
Environmental Resource Permitting	Ongoing				
Regional Wetland Mitigation	Ongoing				
Dam Safety Program	Ongoing				
Land Management	Ongoing				
Flood Hazard Mapping, Assessment and Planning	Ongoing				
Updated DFIRMs	Ongoing				
Coastal remapping studies	Ongoing			Completion	

3. Monitoring and Reporting

Annual Work Plan Report

As required by section 373.036, F.S., the Strategic Plan provides for an annual performance review and identification of milestones and deliverables to assess implementation. The review is incorporated as Chapter One of the NFWMD March 1st Consolidated Annual Report (www.nfwwater.com/data-publications/reports-plans/consolidated-annual-reports/). Elements of the Strategic Plan addressed in the report are:

- a) Evaluation of progress toward accomplishing strategic priorities;
- b) Evaluation of indicators specified in Section 2;
- c) Accomplishment of milestones and deliverables; and
- d) Project-based accomplishments from the past fiscal year.

The evaluation of indicators serves several purposes within a strategic plan. Beyond providing an assessment of program implementation, identification and evaluation of indicators helps to further an understanding of resource conditions and to clarify objectives and intended results. Evaluating measures and indicators provides internal and external feedback for ascertaining whether a given project is achieving intended results and whether the underlying strategy is appropriate or should be revised.

Additional Periodic Reporting

The Consolidated Annual Report also includes several other annual reports on District programs:

- a) Minimum Flows and Levels Annual Report;
- b) Annual Five Year Capital Improvement Plan;
- c) Five Year Water Resource Development Work Program Annual Report;
- d) Alternative Water Supplies Annual Report;
- e) Florida Forever Work Plan Annual Report;
- f) Mitigation Donation Annual Report; and
- g) Surface Water Improvement and Management (SWIM) Program Summary Report.

In addition to the annual reporting described above, each of the state's water management districts completes and submits data for a set of common metrics on a quarterly basis to the Florida DEP. These metrics focus extensively on process efficiency, while also including a limited set of measures intended to reflect resource conditions and management (Table 5):

Table 5. Statewide Water Management District Performance Metrics

Permitting – CUP, ERP
For closed applications within the CUP and ERP permitting areas, median time to process by permit type and total
For closed applications within the CUP and ERP permitting areas, the median time in house by permit type and total, including those applications under legal challenge.
Within the CUP and ERP permitting areas, percentage of individually-processed open applications with > 2 RAIs
Within the CUP and ERP permitting areas, average number of RAIs for individually processed applications that closed in the last twelve months
Within the CUP and ERP permitting areas, percentage of individually processed open applications that have been in-house six months or longer
Within the CUP and ERP permitting areas, cost to process for all permit types
Within the CUP and ERP permitting areas, application to staff ratio for all permit types
Permit Process Time for Legislative Extensions and Emergency Orders (ERP only)
Cost to Process Legislative Extensions and Emergency Orders (ERP only)
Mission Support
Administrative costs as a percentage of total expenditures
Average travel expenditure per employee
Percentage of planned vehicle/vessel/equipment maintenance performed on schedule
Percentage of vehicles/vessel/equipment exceeding minimum replacement threshold
Average cost per vehicle for scheduled/preventive maintenance
Percent of planned and unplanned maintenance by number of maintenance work orders for vehicles/vessels/equipment
Contract Concessions - Renewals and Reprocurements
Contract Concessions - Savings
Percentage of office equipment exceeding minimum replacement threshold
Average age of fleet (one ton and under)
Average mileage of assigned vehicles (one ton and under) in fleet
Average mileage of assigned vehicles (over one ton) in fleet
Average mileage of pool vehicles (one ton and under) in fleet
Average age of fleet (one ton and under) at time of surplus
Average mileage of fleet (one ton and under) at time of surplus
Water Supply
District-wide, the quantity (mgd) and percentage of the 2010-2030 Public Supply increase in demand that has been met separately by non-water conservation projects, and by water conservation (only) projects
Uniform gross per capita water use (Public Supply) by District
Uniform residential per capita water use (Public Supply) by District
Natural Systems
Number of acres and percentage of District lands evaluated for surplus
Number of acres and percentage of surplus lands sold, exchanged, or leased
Number of acres of surplus land approved for sale, trade or lease by the Governing Board
Cost/acre for lands managed by the District (not total acreage owned)
Cost/acre prescribed fire
Cost/acre for invasive plant control
Number of MFLs and Reservations, by water body type, established annually (fiscal year) and cumulatively
Number and percentage of water bodies meeting their adopted MFLs
For water bodies not meeting their adopted MFLs, the number and percentage of those water bodies with an adopted recovery or prevention strategy
MFL Priorities List Table
MFL Priorities List Table

4. Financial Resources

The state constitution limits the NFWMD to 1/20th (.05 mills) of the ad valorem taxing authority afforded to the other four water management districts. The District's current ad valorem tax millage rate, as set by the Governing Board, is 0.039. To meet its areas of responsibility, the District must rely on other sources of funding, when available, including the following:

- Water Management Lands Trust Fund – management of District-owned lands, Environmental Resource Permitting, programmatic operations, water supply planning and development, research and data collection, and watershed management.
- Water Protection and Sustainability Program Trust Fund – alternative water supply development and water resource development
- Legislative special appropriations – spring protection and restoration, watershed restoration, and other state priorities
- Florida Forever – capital improvements for watershed restoration
- Dedicated reserves – water supply development, land management, and regional wetland mitigation
- Federal grants – leverage District and state funding
- Local government and water supply utility cost sharing – implement cooperative projects

In the near term, District reserve funds will be used to supplement other available financial resources to support recurring activities, including MFLs, regional water supply planning, and land management activities. Given the nonrecurring nature of the funding source, the District will continue to apply stringent controls over the use of these dollars in order to obtain the maximum benefit. General cost-saving measures continue to be developed and implemented in a strategic manner to maximize the amount of time these programs can be supported.

The District's budget is adopted annually in September. The budget is submitted at a preliminary level in January of each year and as a proposed budget as the August 1 Tentative Budget Submission. The District's current adopted budget, as well as the Preliminary and Tentative budget submissions may be found online at www.nfwwater.com/business-finance/district-budget/.

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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
W. Guy Gowens, Director, Division of Resource Management

FROM: Paul Thorpe, Resource Planning Program Manager

DATE: October 30, 2014

SUBJECT: Consideration of Fiscal Year 2014-2015 Grant Funding Awards for Local Water Supply Development Projects

Recommendation:

Staff recommends that the Governing Board approve the projects listed in Table 1 for grant funding totaling \$7,982,597 and authorize the Executive Director to enter into agreements with the listed applicants to provide funding not to exceed the amounts stated, subject to legal counsel review.

Discussion:

Last year, the District awarded \$10 million in grant funding to help local governments and utilities across Northwest Florida meet important water supply development needs. This funding is in furtherance of sections 373.703 and 373.705, Florida Statutes (F.S.), which states that water management districts may provide assistance for water supply development to local governments and utilities. The grant funding awarded has contributed to the health and well-being of Northwest Florida communities by addressing regional water resource and supply development priorities.

Building upon the success of last year's initiative, the District's Fiscal Year 2014-2015 budget includes \$8 million for additional water supply development assistance. The District announced the availability of grant funding on August 1, 2014, with a deadline for submittal of grant applications of October 1, 2014. Subsequently, 87 grant applications were received, requesting over \$36,377,000 in assistance. Applications were received from 15 counties and 68 local governments and utilities.

The number of applications received and the funding requested again demonstrates the scope of water supply needs that exist across Northwest Florida. Many communities, particularly within

rural counties, struggle to identify the financial resources needed to retrofit and update aging infrastructure. Among the continuing challenges facing our communities are:

- The need to continue to develop new and alternative sources of water for growing populations while ensuring the sustainability of regional water resources;
- Growing demands and new opportunities for the reuse of reclaimed water, which can extend the resources available for beneficial purposes while also facilitating watershed protection and restoration;
- Aging water transmission and distribution lines, which contribute to water loss and adversely impact the dependability of water supplies;
- Drinking water quality problems resulting from infrastructure limitations and source conditions; and
- Inadequate fire protection.

Given these challenges, District grant funding will continue to assist local governments and utilities as they work to establish dependable and sustainable water supplies. It is also expected that District funds will help communities leverage state and local funding resources, as well as federal funding from the U.S. Department of Agriculture and the Community Development Block Grant program.

As was the case last year, the large number of applications received and the overall funding requested has resulted in a highly competitive process. Many well-ranked projects are beyond the capability of the District to fund during the current year; however, staff is working to identify additional funding sources to address the project needs identified.

Based on such considerations as support for the District's core missions, statutory water supply priorities, infrastructure limitations, public health and safety, environmental benefits, readiness for implementation, anticipated project outcomes, and financial need, staff is recommending 26 projects be funded across 15 counties. These include projects to replace and upgrade water distribution systems, to support source development, to improve drinking water quality, and to further the reuse of reclaimed water. Also recommended for approval is supplemental funding for two projects approved for funding last year. This limited funding will enable the affected communities to address unanticipated expenses as they work to complete previously approved projects.

Grants for projects serving non-financially disadvantaged communities will not exceed 50 percent of the total project costs. Where financial need is demonstrated, however, up to 100 percent grant funding may be provided for projects approved to serve financially disadvantaged communities as defined under sections 288.0656 and 403.1838, F.S.

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations

Applicant	Project	Description	Amount
Calhoun County	Catalyst Site/ Industrial Park Water Improvements	Calhoun County will install 1,600 LF of new 8” PVC water line and complete upgrades and repairs to an existing elevated storage tank. These upgrades will improve water supply for the Calhoun County Catalyst Site, a priority of Florida’s Rural Economic Development Initiative, and will provide water to serve to the Tri-County Agricultural Park. The project will include design, surveying, permitting, construction, and inspection components.	\$182,232
City of Bonifay	Wastewater Treatment Facility Reclaimed Water Reuse Facility	The City of Bonifay will conduct planning and geotechnical evaluation for a reclaimed water system. A range of public and restricted access reuse options will be identified and evaluated. The project will also ultimately help reduce wastewater discharges to Holmes Creek and the Choctawhatchee River watershed. Ultimately, the overall project is expected to cost over \$16,000,000. Future construction and engineering funding will be sought from sources such as FDEP and USDA.	\$350,000
City of Cottondale	2014 Water Improvements Project	The City of Cottondale will replace and upgrade 500 LF of aging cast iron pipe and 2,000 LF of asbestos concrete pipe with PVC water line. This will improve system reliability, reduce health risks caused by the older pipes, and reduce water loss. Current water losses are estimated at 41%. Project components will include design, system mapping, and construction.	\$284,580
City of Fort Walton Beach	Reclaimed Water System Improvements	The City of Fort Walton Beach will construct a booster pump station, hydropneumatic tank, storage tank, and appurtenances to provide adequate storage and pressure to provide reclaimed water to an existing cemetery and planned athletic complex. The project will offset and reduce current and future potable water and groundwater use for landscape irrigation. This project reflects a cooperative effort between Fort Walton Beach and Hurlburt Field. The City previously constructed reclaimed water transmission lines for these facilities, but additional storage and pumping capacity are required to put the facilities into operation. The project will include planning, design, permitting, and construction. The City will provide an additional \$482,000 for the project from local or other grant or loan sources.	\$482,000

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
City of Graceville	Graceville Water System Improvements	The City of Graceville will replace approximately 17,500 LF of aging 4" water line with 8" PVC line and associated components. In addition to water line replacement, the project scope includes new meters and funding for track hoe and ground penetrating radar for construction. The project is expected to reduce water loss and increase fire protection for area residents. It includes design, surveying, permitting, and construction components.	\$426,729
City of Parker	Water System Improvements	The City of Parker will replace the City's 30 non-functioning gate valves. This will reduce water losses and improve reliability by allowing for isolation of water line breaks and contamination events. The project will include construction and permitting components.	\$278,500
City of Port St. Joe	Lime Feed System and Water Main Replacement	The City of Port St. Joe will install a lime addition system to improve drinking water quality and replace 3,900 LF of aging cast iron pipe with PVC. The project will include design, surveying, permitting, and construction components. Completion of the project will help address water chemistry issues associated with the City's transition from ground to surface water. Completion of this transition reduced groundwater pumping and in the process effectively addressed the potential for saltwater intrusion in Gulf County.	\$358,920
City of Port St. Joe	Chipola River Pump #2 Rehabilitation	Supplemental funding requested, because pump station repair needs proved more extensive and thus more expensive than originally anticipated. The total District grant will increase from \$195,000 to \$225,870.	\$30,870
City of Springfield	Water System Improvements 2015	The City of Springfield will install approximately 6,300 LF of 6" to 8" water line. Completion will provide for replacement of aging and deteriorating water lines, improving system reliability and reducing water losses that are currently estimated at approximately 25%. Project components will include construction, engineering, and inspection.	\$499,192

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
Destin Water Users, Inc.	West Destin Water Supply Analysis	<p>Destin Water Users will develop a system model to analyze water system improvements throughout the western and northern service area. Alternatives will be further evaluated based on potential to increase the flow of inland groundwater to this area and raise water pressure.</p> <p>This project is consistent with the Region II Regional Water Supply Plan (RWSP) objectives of increasing use of inland water sources to reduce demands on the coastal Floridan aquifer. Destin Water Users will be able to match District grant funding with a Legislative appropriation.</p>	\$40,000
Eastpoint Water and Sewer District	Water System Improvements	<p>The Eastpoint Water and Sewer District (EPWSD) will bring an inland well online with installation of a pump, generator, and control building; will develop a transmission line to an existing treatment and storage system; and will abandon two coastal wells. The project will build upon past NFWMD efforts to limit the potential for saltwater intrusion and will include planning, design, permitting, and construction.</p> <p>The EPWSD expects to contribute \$38,519 for the project.</p>	\$346,669
Emerald Coast Utilities Authority	Pensacola Beach Reclaimed Water System Expansion - Phase 2	<p>The Emerald Coast Utilities Authority (ECUA) will conduct planning, design and construction of a ground storage tank; pump station; and associated piping, valves, and other system components to expand the Pensacola Beach reclaimed water system. The project includes engineering, surveying permitting, and construction.</p> <p>Completion of the project will reduce reliance on potable groundwater for landscape irrigation, with a corresponding reduction in wastewater discharges to Santa Rosa Sound. It is expected that beneficial reuse will increase from approximately 60,000 to over 285,000 gallons per day, with additional reuse supported in the future.</p> <p>The ECUA will match District grant funding and expects to provide additional funds for future phases of work.</p>	\$425,000

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
Fairpoint Regional Utility System	FRUS Well No. 7 and Transmission Line	<p>This project includes design, permitting, bidding, and construction administration for future construction of a new potable water well, treatment facility, and approximately 13,800 LF of 12" water transmission line. This well is within the inland Sand and Gravel Aquifer wellfield area and is consistent with the RWSP for Region II. Construction funding is anticipated from the SRF.</p> <p>The Fairpoint Regional Utility System will provide an additional \$123,947 toward this work.</p>	\$123,947
Florida Community Services Corporation of Walton County	U.S. Hwy 98 Water Line Extension Phase VI	<p>Florida Community Services Corporation (Regional Utilities) will complete Phase IV of a major initiative to upgrade existing potable water transmission lines along the U.S. Highway 98 corridor. This project also supports implementation of the Region II RWSP by providing for transmission of inland groundwater within coastal Walton County. It also helps to further implementation of the coastal water systems interconnection initiative.</p> <p>This project includes construction and engineering components. Regional Utilities will match the District grant funds.</p>	\$487,620
Holley-Navarre Water System, Inc.	Golf Course Re-Use Line Replacement	<p>The Holley-Navarre Water System will replace an existing 10" reclaimed water line with a 13,000 LF 12" line, serving the Hidden Creek Golf Course and surrounding neighborhood. The resulting increase in capacity will allow the utility to better serve existing customers and to begin to implement a residential reuse program. The water system is working toward being able to reuse the entire capacity of its 3.0 mgd wastewater treatment plant.</p> <p>The Holley-Navarre Water System will provide an additional \$295,000 toward this project.</p>	\$295,000
Holt Water Works, Inc.	Holt-Baker Interconnection	<p>Holt Water Works, Inc., will construct a 1,100 LF 6" interconnection with Baker Water System, Inc. Project completion will enhance reliability, ensuring emergency backup water supply and sufficient fire protection are available in the event emergency conditions affect either system.</p> <p>Holt Water Works, Inc., will match the District grant funds.</p>	\$8,700

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
Jefferson Communities Water System, Inc.	Hayfield Spur Road Extension Loop	Jefferson Communities Water System will construct approximately 8,470 LF of 8" PVC water line and four fire hydrants to provide looping, as well as provide potential connections for future customers. This project will improve fire protection and system reliability. Jefferson Communities Water System expects to provide an additional \$164,202 toward the project.	\$164,203
Liberty County	Hosford Water System	Liberty County has identified the need for additional production, storage, and pumping capacity within the Hosford Water System to address persistent water quality, reliability, and fire protection needs. The recommended funding will initiate these improvements by providing for initial testing of the existing Hosford well, siting and development of a test well, aquifer performance testing and analysis, and identification and evaluation of a new production well site.	\$263,000
Rosedale Water Association	Transmission Line Replacement	This project will provide for replacement of 6,300 LF of aging 8" water transmission line. Completion of the project is expected to result in reduced water losses and improved reliability and service. Current water losses have been estimated as being as high as 43%. The project includes design, surveying, permitting, and construction.	\$272,978
Talquin Water and Waste-water, Inc.	Wakulla Regional Water system Improvements	Talquin Water and Wastewater, Inc., will install new water treatment systems and storage improvements to effectively address elevated metals, hydrogen sulfide, and disinfection byproducts within the drinking water system. Design and permitting have been completed; the funds requested are for construction. Talquin Water and Wastewater, Inc., will provide approximately \$1,088,366 toward this project from a combination of utility and SRF loan funding.	\$350,000
Town of Campbellton	2014 Water Improvements Project	The Town of Campbellton will replace and upgrade approximately 2,700 LF of aging waterline. This funding will help complete work initiated with federal CDBG funds. Completion of the project will reduce water losses and improve system reliability. The project will include design, system mapping, and construction components.	\$322,062
Town of Century	Century Water System Leak Survey	The Town of Century will conduct a water leak survey of the Town of Century's entire distribution system (60 miles of main) to identify and prioritize leak repair efforts to reduce water loss from approximately 22% to a target of 10%.	\$44,500

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
Town of Esto	Water Main Replacement Project, Phase II	<p>This is a continuation of a project initially funded with an FY 13/14 grant. The work will include replacement of approximately 10,450 linear feet (LF) of aging water pipe, reducing water loss and improving reliability within the system. This will build upon 4,850 LF of pipeline currently being replaced.</p> <p>It is anticipated that this grant will leverage additional funding from the U.S. Department of Agriculture to help complete a larger project.</p>	\$553,853
Town of Grand Ridge	Water Extension to I-10 Interchange	Supplemental funding requested due to an unanticipated reduction in USDA funding, as well as the need to fund an emergency repair to a system well. The total District grant will increase from \$321,339 to \$ 347,083.	\$25,744
Town of Greensboro	Asbestos Cement Pipe Replacement Project	<p>The Town of Greensboro will replace 4,463 LF of aging 6" asbestos concrete pipe with PVC water line to reduce breaks and water loss, improve system reliability, and reduce health and safety risks posed by the older pipes. A Community Development Block Grant (CDBG) is being requested to fund replacement of an additional 8,403 LF.</p> <p>The Town of Greensboro expects to contribute \$475,867 toward the overall project through a combination of CDBG and local funding.</p>	\$222,044
Town of Sneads	2014 Water Improvements Project	The Town of Sneads will replace 4,500 of older undersized waterline with 10" line and associated components to reduce water losses and provide adequate fire flow. Current losses are 16.3%. The project includes design, system mapping, and construction.	\$402,354
Town of Wausau	Booster Pump Installation	The Town of Wausau will install booster pumps to improve potable water service and fire protection to areas with existing distribution system. Water service will be provided to area residents as well as county Emergency Operation Center and Public Works facilities. Completion of the project will improve system reliability and water quality and is expected to facilitate the elimination of a number of private wells. This funding will also complement federal funding that provided water line upgrades and extensions within the project area. The project provides for design, surveying, permitting, and construction.	\$250,800

Table 1. Fiscal Year 2014-2015 Grant Funding Recommendations (Continued)

Applicant	Project	Description	Amount
Town of Westville	Town of Westville Water Main Replacement	The Town of Westville will replace approximately 19,310 LF of aging 4” - 6” water line, reducing water loss, providing fire protection, and improving water quality. The project will also provide for system looping and installation of flushing valves where lines cannot be looped. The project will include design, surveying, permitting, and construction.	\$491,100
		Total	\$7,982,597

Table 2 below lists the total set of grant applications that were received and reviewed for consideration under this program.

Table 2. Grant Applications Received

Applicant	Project	Description	Grant Request
Auburn Water System	Reduction in Unaccounted for Water Loss	Replace 6,085 ¾" – 1" brass meters with new technology meters to reduce water loss through improved accuracy and to provide hourly water usage data to customers. This will improve conservation efforts and identify leaks.	\$394,594
Bagdad-Garcon Point Water System	Water Conservation and Sustainability through Automated Metering and Online Usage Review	Replace 1,600 meters with an automated metering system to improve meter accuracy, better detect leaks, reduce water losses, and provide real time water use data to customers to enhance water conservation efforts.	\$636,000
Baker Water System, Inc.	Water Main Looping	Construct 9,165 6" PVC/ HDPE main to provide looping and improve water quality and improved flow rates and fire flow in dead end areas.	\$127,130
Bay County BOCC	North Bay Booster Pump Station	Construct booster pump station to provide adequate pressure and fire flow to the north end of the Southport area. Also, allows for future potable water expansion.	\$1,000,000
Bay County BOCC	North Bay Stormwater Harvesting	Construct pumping and transmission facilities from North Bay WWTP to Gulf Power as well as other areas in Southport. Stormwater harvesting systems will also be constructed at North Bay WWTP to provide additional reuse water. Also, captured stormwater would remove loading into surface water.	\$1,500,000
Bratt-Davisville Water System	SCADA Controls with Chlorine Monitors	Install four SCADA controls with chlorine controls on all wells (1-4) of the Bratt-Davisville Water system. This will allow for proper pressure levels and monitoring water quality.	\$59,930

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Bratt-Davisville Water System	Asbestos Concrete Water Main Replacements	Replacement of the system's aging 6.5 miles of asbestos pipes with PVC pipe. The project is broken into 4 phases: Phase 1) 6,864 LF replacement from Well #1 to Hwy 4. Phase 2) 7,920 LF replacement from Hwy 99 to Northview High. Phase 3) 5,280 LF replacement from Hwy 4/99 to Cecil Rd. Phase 4) 14,256 LF replacement from Hwy 99 to Pine Barren Church Rd.	\$458,372
Calhoun County	Catalyst Site/Industrial Park Water Improvements	Install 1,600 LF of new 8" PVC water line and complete upgrades and repairs to an existing elevated storage tank. These upgrades will provide water serve to the Tri-County Agricultural Park, associated with the Calhoun County Catalyst Site.	\$182,232
Central Water Works, Inc.	Wireless Communication Between Well 3 and Well 5	Install wireless SCADA communication system to connect all wells. The wells currently communicate through an AT&T line. This project would reduce monthly cost associated with this service and provide improved remote monitoring abilities.	\$33,200
Chumuckla Water System	2014 Water System Upgrades	Replace 17,980 LF aging 6" pipe with PVC pipe. The town has experienced a high rate of main breaks and leaks, particularly due to excessive water hammer/surges caused by malfunctioning well controls which are now fixed. The project would repair pipes affected by the previous faulty well controls, reducing main breaks and leaks and improving water quality.	\$506,760
City of Apalachicola	Water System Improvements	Two phases: Phase 1: Install GAC filtration system to eliminate high levels of disinfection by products. Phase 2: replace 1,600 water meters to reduce losses. The city has already purchased 200 meters, bringing the total to 1,800.	\$1,102,006
City of Blountstown	New Land Application System	Design and permitting of a new land application system to cease discharge of treated effluent into an Outstanding Florida Water (OFW).	\$350,000
City of Bonifay	Waterline Replacement	Replace 2,500 LF 6" asbestos cement and lead joint water main with PVC pipe to reduce losses, and reduce health and environmental concerns.	\$312,300

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
City of Bonifay	Wastewater Treatment Facility Reclaimed Water Reuse Facility	Conduct planning and geotechnical evaluation for a reclaimed water system. A range of public and restricted access reuse options will be identified and evaluated. The project will also ultimately help reduce wastewater discharges to Holmes Creek and the Choctawhatchee River watershed.	\$350,000
City of Bristol	City of Bristol Water Supply Well	Construct a 250 gpm well and associated controls, SCADA upgrades, and chlorination system to accommodate growth to 2032 to provide the system's maximum daily flow in the event the city's largest well goes out of service. This project will improve water supply reliability.	\$366,500
City of Callaway	Water System Improvements	Upsize 2" water mains with 8,520 LF 6" water main, as well as construct 12 fire hydrants and associated appurtenances. This project will provide adequate fire protection in the area.	\$260,647
City of Callaway	Alternate Water Supply Feasibility Study	Feasibility study to determine if adequate water quality is available for alternate water supply. The City is currently dependent on Bay County's water supply. The study consists of installation of two test wells, geophysical monitoring, water quality testing, conceptual design and evaluation, and a report.	\$86,750
City of Carrabelle	Lighthouse Estates Water Main Extension	Extend existing water system to Lighthouse Estates Community (20,479 LF 6"-12" main and 35 hydrants), eliminating use of private wells near septic systems, and providing clean regulated drinking water as well as fire protection to the area.	\$962,000
City of Chattahoochee	Water Line Replacement	Replace 10,550 LF aging asbestos concrete pipe with 6" PVC pipe to reduce losses, energy consumption, and maintenance as well as provide a safer system.	\$543,000
City of Chipley	Reclaimed Water Improvements	Construct an 8" reuse distribution main to an industrial park to reduce aquifer pumping and increase use of reclaimed water. This line will connect with the existing reuse network.	\$572,000

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
City of Cottondale	2014 Water Improvements Project	Replace and upgrade 500 LF of aging cast iron pipe and 2,000 LF of asbestos concrete pipe with PVC water line. This will improve system reliability, reduce health risks caused by the older pipes, and reduce water loss. Current water losses are estimated at 41%.	\$284,580
City of Crestview	Reclaimed Water Infrastructure Development	Design, permit, and construct reclaimed water pipeline, storage tank, and pump station to convey reclaimed water from WWTF to Foxwood Gold Course to offset aquifer withdrawal.	\$850,000
City of DeFuniak Springs	Asbestos Concrete Water Main Replacement	Replace 11,020 LF aging asbestos concrete water mains with PVC mains/ HDPE directional bore to reduce breaks/water loss. The City cannot repair existing pipes due to potential crumbling and deterioration.	\$685,450
City of Fort Walton Beach	Reclaimed Water System Improvements	Construct a booster pump station, storage tank, and appurtenances to provide adequate storage and pressure to provide reclaimed water to an existing cemetery and planned athletic complex. The project will offset and reduce current and future potable water and groundwater use for landscape irrigation. Cooperative effort between Fort Walton Beach and Hurlburt Field.	\$482,000
City of Freeport	Business 331 & Hwy 20 Water Upgrades	Construct 6,675 LF 8"-10" PVC water main and 7 fire hydrants to eliminate restricting flow in certain areas of the system and allow for overall better system performance. Also, this project provides looping which avoids decreased disinfectant at dead ends as well as increased pressures.	\$331,238
City of Freeport	Water System Upgrades and Expansions	Construct 9,000 LF 6" PVC pipe to upgrade older small diameter pipe as well as extend the system to provide looping. This project provides looping which avoids decreased disinfectant at dead ends as well as increased pressures. Also, increased diameter mains increase fire protection.	\$375,879

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
City of Graceville	Water System Improvements	Replace approximately 17,500 LF of aging 4" water line with 8" PVC line and associated components. Also includes new meters along the route and a track hoe and ground penetrating radar for construction. The project is expected to reduce water loss losses and increase fire protection for area residents.	\$426,729
City of Gretna	Water System Upgrades I	Design and permitting for construction of two new wells and abandonment of existing Well #4. The town's existing well #4 is on private land; the new wells would be on public land and would accommodate growth and provide fire protection.	\$150,000
City of Laurel Hill	Hwy 393 & Steel Mill Creek Water Upgrades	Construct 14,830 LF 6" PVC and 11 hydrants to increase fire protection, moving residents from private wells to the central system and looping which will improve water quality and pressure.	\$439,240
City of Laurel Hill	Millside Rd Water System Upgrades	Construct 16,370 LF 6" PVC and 11 hydrants to increase fire protection, moving residents from private wells to the central system, and looping which will improve water quality and pressure.	\$479,028
City of Lynn Haven	Fire Flow Improvements	Replace 2,528 LF 6"-8" lead joint cast iron pipes with 6"-8" PVC pipe as well as 6 hydrants to provide fire protection and improve water quality.	\$207,934
City of Marianna	Water Main Replacement	Replace 3,890 LF aging galvanized/ cast iron pipe with 4"-12" PVC pipe to reduce losses and improve water quality. Concurrent Sewer line replacement funded by FDEP SRF.	\$367,000
City of Milton	US 90 Beneficial Reuse for Medians	Construct 7,920 LF of 12" PVC reclaimed water main to provide beneficial reuse to the medians along US 90 between Stewart St. and Dogwood Dr. This will reduce effluent to the Blackwater River, and Outstanding Florida Water (OFW). The City plans on this being the start of a larger reuse system.	\$698,230
City of Monticello	Water Losses	Replace 4,761 LF 4"-8" aging pipe with PVC mains to reduce water losses.	\$245,000

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
City of Niceville	Inland Supply Well and Pipeline Design	Surveying, environmental studies, and design of a new production well further inland North of the Water Resource Caution Area Boundary to phase out two existing wells near the coastline, allowing for improvements to the Floridan aquifer potentiometric surface, and to reduce the threat of saltwater intrusion. Construction is not part of the grant request.	\$86,250
City of Panama City Beach	Laguna Beach Water System Improvements	Replace 14,150 LF aging undersized 2" cast iron and PVC pipe with 6" PVC water mains to reduce losses, improve pressure, provide fire protection, and improve water quality. Thirteen fire hydrants will also be installed.	\$1,111,420
City of Parker	Watermain Replacement	Replace 10,580 LF of 2" water main and deteriorating cast iron water mains with 6" PVC pipe. With the upgrades, 5 homes currently using potentially contaminated private wells due to petroleum contamination will be abandoned and hooked up to the improved system. The upgrades will also reduce water loss, and provide adequate flow, pressure, and fire protection the 2" lines could not provide. Also, 3 fire hydrants will be installed for fire protection.	\$786,370
City of Parker	Water System Improvements	Replace all of the City's 30 non-functioning gate valves and 1,650 aging customer water meters to reduce water losses. Properly working gate valves will allow for isolation of contamination events and main breaks/leaks. Currently, the City must shut down the entire system in response to such an event.	\$558,700
City of Paxton	Phase II Waterline Upgrade	Replace 40,000 LF undersized 1.25" to 2" PVC pipes with 6" PVC pipe to provide adequate pressure and flow to the eastern part of the system. FDEP has issued a citation for not meeting pressure and flow standards. This project will also allow for system expansion and provide adequate fire flow.	\$780,000
City of Port St. Joe	Lime Feed System and Water Main Replacement	Install lime addition system to improve drinking water quality and replace 3,900 LF of aging cast iron pipe with PVC. The project will include design, surveying, permitting, and construction components.	\$358,920

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
City of Quincy	Effluent Reuse Project	Install effluent reuse system for various uses at the WWTF site including maintenance and equipment wash down. Currently, potable water is used for these uses.	\$280,775
City of Quincy	Virginia Street Elevated Tank Restoration	Restore/ refurbish Virginia St. elevated storage tank including protective paint to prevent further deterioration and possible water quality issues caused from impurities.	\$253,000
City of Sopchoppy	Waterline Upgrade and Replacement	Replace 21,255 2"-4" main with 6" main and 22 hydrants to accommodate the growing area with adequate pressure, fire flow, and improved water quality from looping. Project is split into two areas based on priority.	\$583,900
City of Springfield	City of Springfield Water System Improvements 2015	Replace 8,400 LF water line with new 4"-8" line to reduce water loss (losses are 25%) as well as reduce maintenance and improve water quality.	\$744,657
Destin Water Users	West Destin Water Supply Analysis	Destin Water Users will develop a system model to analyze alternative line upgrades throughout the western service area. Alternatives will then be further evaluated based on potential to increase the flow of inland groundwater to this area and raise water pressure.	\$40,000
East Milton Water System	Public Safety Improvements	Install 42 hydrants in populated areas (16 in phase 1, 26 in phase 2) to provide fire protection and improved flushing. Currently, few hydrants exist, and backup tankers are needed if fire truck water runs out. Phase 1 is currently permitted, and Phase 2 design/ permitting is currently underway.	\$603,608
Eastpoint Water and Sewer District	Water System Improvements	Bring inland well online with the installation of a pump, generator, and controls. Will develop a transmission line to an existing treatment and storage system, and will abandon two coastal wells. The project will build upon past NFWFMD efforts to limit the potential for saltwater intrusion and will include planning, design, permitting, and construction.	\$346,669

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Emerald Coast Utilities Authority	Pensacola Beach Reclaimed Water System Expansion - Phase 2	Conduct planning, design and construction of a ground storage tank; pump station; and associated piping, valves, and other system components to expand the Pensacola Beach reclaimed water system. Completion will reduce reliance on potable groundwater for landscape irrigation, with a corresponding reduction in wastewater discharges to Santa Rosa Sound.	\$425,000
Emerald Coast Utilities Authority	CWRF Wellfield Feasibility Evaluation and Groundwater Modeling	Evaluation of the feasibility of a potable water wellfield near the Central Water Reclamation Facility to help meet future water demands.	\$850,000
Fairpoint Regional Utility System	Ground Storage Tank and Booster Station	Design, permitting, bidding, and administration work for future construction of a new potable water booster station and ground storage tank to provide more reliable pressures for downstream users and reduce pumping from Floridan Aquifer. Requested funding is not for construction, but for design only. Construction funding anticipated to come from the State Revolving Fund.	\$163,780
Fairpoint Regional Utility System	Well No. 7 and Transmission Line	Design, permitting, bidding, and administration for future construction of a new potable water well and treatment plant facility and approximately 13,800 LF of 12" water transmission line. This well is within the inland Sand and Gravel Aquifer wellfield area and is consistent with the Regional Water Supply Plan (RWSP) for Region II. Construction funding is anticipated from the SRF.	\$123,947
Florida Community Services Corporation of Walton County	U.S. Hwy 98 Water Line Extension Phase VI and Nokuse Well #10	Construct 6,700 LF of 24" water line extension and associated components along Hwy 98 to serve the eastern end of Regional Utilities franchise area. Additionally, expand upon the existing nine wells used by Regional Utilities in the Nokuse wellfield by adding Well #10 and associated waterline to connect to the main transmission line.	\$751,353

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Gonzalez Utilities	Gonzalez Utilities System Upgrades	Acquire a ground penetrating radar to identify locations of distribution lines and valves currently not mapped. Improve well #1 chlorine system to provide adequate residual chlorine in the distribution system to meet FDEP requirements. Improve well #2 pump motor with soft starter system and improve SCADA system reliability. Upgrade water system "as-built" drawings to better isolate busted mains.	\$95,585
Holley-Navarre Water System, Inc.	U.S. Hwy 98 Re-Use Irrigation Line	Construct pumping system and irrigation infrastructure (including 1,000 ft. of irrigation line) required to draw water from an existing reclaimed water storage pond, and pump it into a new header within the US Hwy 98 median and provide irrigation to the median. Assuming 2"/week of irrigation, the project is estimated to offset 2,400 gallons/day of potable water with reclaimed irrigation water.	\$225,000
Holley-Navarre Water System, Inc.	Golf Course Re-Use Line Replacement	Replace existing 10" reclaimed water line with a 13,000 LF 12" line, serving the Hidden Creek Golf Course and surrounding neighborhood. The resulting increase in capacity will allow the utility to better serve existing customers and to begin to implement a residential reuse program. The water system is working toward being able to reuse the entire capacity of its 3.0 mgd wastewater treatment plant.	\$295,000
Holt Water Works, Inc.	Potable Water Production Well	Construct a new potable water well to improve system reliability in the event primary well #3 fails.	\$350,000
Holt Water Works, Inc.	Holt-Baker Interconnection	Construct a 1,100 LF 6" interconnection with Baker Water System, Inc. Project completion will enhance reliability; ensuring emergency backup water supply and sufficient fire protection are available in the event emergency conditions affect either system.	\$8,700
Inlet Beach Water System, Inc.	Inlet Beach Water Well #4 Development and Asbestos Line Removal	Construct a new 200 gpm potable water well to accommodate growth as previous well was not drilled to sufficient depth, which would be taken out. Also, replace 3,000 LF 6" asbestos water line with 8" PVC line to prevent potential contamination.	\$314,237

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Jackson County BOCC	Indian Springs Water Main Extension Phase I	Construct 19,420 6"-8" PVC water main and 17 hydrants to expand to areas in Jackson county currently without central service that have experienced water quality issues with private drinking wells. The project will also provide adequate fire protection to the area.	\$663,049
Jefferson Communities Water System, Inc.	Meter Replacement Program	Replace all 368 customer meters in Lloyd service area to better measure usage and detect low flows to reduce water loss.	\$84,161
Jefferson Communities Water System, Inc.	Hayfield Spur Road Extension Loop	Construct approximately 8,470 LF of 8" PVC water line and four fire hydrants to provide looping, as well as provide potential connections for future customers. This project will improve fire protection and system reliability.	\$164,203
Liberty County	Hosford Water System	Construct 100,000 gallon ground or elevated storage tank, 1,000 gpm well and controls, 2 service pumps, renovations to control building, and a generator. Can be divided into two phases, if needed. Will provide needed capacity/storage, fire protection, and provide a backup power supply. Elevated tank option would require additional \$413,687.	\$845,100
Liberty County	Sumatra Water System Upgrades	Upgrade storage tank liner, upgrade existing well to accommodate fire flow/ max day flow, construct new well to accommodate more customer connections and to provide redundancy. Install 2 new service pumps to regulate system pressure and provide fire flow. Minor renovations to control building.	\$491,000
Molino Utilities, Inc.	Molino Utilities Watermain Upgrade	Replace aging 9,302 LF 4" asbestos concrete watermain with 8" PVC watermain to reduce breaks/leaks. Also, install 5 fire hydrants.	\$165,000
Molino Utilities, Inc.	Molino Utilities Watermain Extension	Construct 27,200 LF 8" PVC watermain and 12 hydrants for improved reliability, fire protection, increased flow and pressure as well as provide potable water to new customers. Looped system will tie in with Walnut Hill.	\$370,000

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Okaloosa County Water and Sewer System	OCWS Supplemental Reclaim Water Main	Design and Environmental study to serve as 1st phase of planned 10 miles of 20" reclaimed main serving Fort Walton Beach and Niceville. Primary purpose is to be used for residential lawn irrigation and golf courses to reduce groundwater use. Subsequent construction is not part of this Grant request.	\$215,000
Pace Water System, Inc.	Pace Water System Reclaimed Water Storage Tank	Construct 2 MG reclaimed water storage tank to provide more reclaimed water to customers and reduce use of private irrigation wells and reduce amount discharged to wetlands.	\$500,000
Rosedale Water Association	Transmission Line Replacement	Replace 6,300 LF of aging 8" water transmission line. Completion is expected to reduce water losses and improve reliability and service. Current water losses have been estimated as being as high as 43%.	\$272,978
Talquin Water and Waste-water, Inc.	Wakulla Regional Water system Improvements	Talquin Water and Wastewater, Inc. will install new water treatment systems and storage improvements to effectively address elevated metals, hydrogen sulfide, and disinfection byproducts within the drinking water system. Design and permitting have been completed; funds requested are for construction.	\$350,000
Town of Alford	Town of Alford Water Improvements	Upgrade all customer water meters to the automatic meter infrastructure (AMI) as well as install isolation valves to reduce water losses and isolate sections of the system in an emergency. Currently the entire system must be shut down in an emergency. The Town's current losses are 34%.	\$320,086
Town of Campbellton	2014 Water Improvements Project	Replace and upgrade approximately 2,700 LF of aging waterline. This funding will help complete work initiated with federal CDBG funds. Completion of the project will reduce water losses and improve system reliability.	\$322,062
Town of Campbellton	Water Meter Replacement	Replace 120 aging bronze meters that contain lead to improve health and safety and improve water quality and reduce losses. Also requesting an additional 10 meters as backup.	\$38,500

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Town of Century	Century Water System Leak Survey	Conduct a water leak survey of the Town of Century's entire distribution system (60 miles of main) to identify and prioritize leak repair efforts to reduce water loss from approximately 22% to a target of 10%.	\$44,500
Town of Century	Mapping Updates	Develop accurate water system map that can be easily referenced for system needs, including isolation for emergency repairs, maintenance, planning for future expansion, and upgrades, and to satisfy FDEP requirements.	\$59,000
Town of Esto	Water Main Replacement Project, Phase II	Continuation of a project initially funded with an FY 13/14 grant. The work will include replacement of approximately 10,450 linear feet (LF) of aging water pipe, reducing water loss and improving reliability within the system. Will build upon 4,850 LF of pipeline currently being replaced.	\$553,853
Town of Grand Ridge	2014 Water Improvements	Construct a new 350 gpm potable water well, 200,000 gal. storage tank, refurbishing existing storage tank to meet FDEP rules regarding fire flow, maximum day demand, and storage.	\$679,108
Town of Greensboro	Asbestos Cement Pipe Replacement Project	Replace 4,463 LF of aging 6" asbestos concrete pipe with PVC water line to reduce breaks and water loss, improve system reliability, and reduce health and safety risks posed by the older pipes. A Community Development Block Grant (CDBG) is being requested to fund replacement of an additional 8,403 LF.	\$222,044
Town of Greenwood	Town of Greenwood Well No. 3	Construct new 500 gpm potable water well to provide a reliable water supply due to deficiencies in existing shallow water supply wells.	\$505,625
Town of Havana	Water System Improvements	Construct a new supply well and associated water treatment, storage tank, and waterline to connect the new well to the existing system. This project will replace 1 existing well experiencing poor water quality. The Town is under Consent Order by FDEP to correct the public health issue. SRF funding and last year's NWFL Grant are also part of this project scope as additional funding.	\$355,000

Table 2. Grant Applications Received (Continued)

Applicant	Project	Description	Grant Request
Town of Jay	Town of Jay Water Meter Project	Replace 550 customer meters with radio read (drive by) meters to reduce water losses and decrease time required to read meters.	\$291,779
Town of Jay	Town of Jay Well Project	Replace a current Sand and Gravel well (Jay #3) with a Floridan Aquifer well due to concerns regarding potential contamination from oil and gas industry activities. Includes test/observation wells, aquifer testing, water quality testing, design, permitting, and construction of production well.	\$603,284
Town of Malone	Water Metering Improvements	Upgrade all customer water meters to the automatic meter infrastructure (AMI) to reduce water losses and allow for more accurate water use measurement.	\$283,917
Town of Sneads	2014 Water Improvements Project	Replace 4,500 of older undersized waterline with 10" line and associated components to reduce water losses and provide adequate fire flow.	\$402,354
Town of Wausau	Booster Pump Installation	Install booster pumps to improve potable water service and fire protection to areas with existing distribution system. Water service will be provided to area residents as well as county Emergency Operation Center and Public Works facilities. Completion will improve system reliability and water quality and is expected to facilitate the elimination of a number of private wells.	\$250,800
Town of Westville	Water Main Replacement	Replace approximately 19,310 LF of aging 4" - 6" water line, reducing water loss, providing fire protection, and improving water quality. The project will also provide for system looping and installation of flushing valves where lines cannot be looped.	\$491,100
Walnut Hill Water Works	System Interconnection to Bratt-Davisville Water System	Two phase project to interconnect Walnut Hill Water Works with Bratt-Davisville Water system. Phase 1: construct 10,560 LF 6" PVC pipe along Hwy 99 from Gobbler Rd to Well #1. Phase 2: construct 10,560 LF 6" PVC pipe along Hwy 97 from Kansas Rd to Pine Forest Rd. Walnut Hill Water Works currently has no interconnections.	\$276,864
Total Requested			\$36,377,966

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
Guy Gowens, Director, Division of Resource Management

DATE: October 28, 2014

SUBJECT: Consideration of Grant Agreement with the West Florida Resource Conservation and Development Council for Northwest Florida Mobile Irrigation Lab Services for FY 2014-2015

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the West Florida Resource Conservation & Development Council (WFRCDC) to provide up to \$71,125 in District grant funding for Northwest Florida Mobile Irrigation Lab services for Fiscal Year 2014-2015.

Discussion:

The Northwest Florida Mobile Irrigation Lab (NWFML) is in its eleventh year of providing irrigation efficiency evaluations and related services within the District. This is an ongoing joint effort between the District, the National Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS). The NWFML is a free and voluntary service that helps the agricultural community increase irrigation efficiency, conserve water resources, prevent runoff and reduce nutrient leaching while reducing operating costs. The NWFML is currently providing support for the District's agricultural best management practices cost-share program. Since the program's inception in Northwest Florida, team members have completed 276 initial evaluations and 318 follow-up evaluations, covering an irrigated area of nearly 45,000 acres. The average total water savings estimated by the Lab equal approximately 7.8 million gallons of water per day.

The NWFML services are provided through the WFRCDC and are funded through the District (\$71,125), FDACS (\$84,152 through a separate agreement), and the NRCS (\$61,450), who will provide in-kind budget expenses including office space, a vehicle, equipment and supplies. The total annual cost for the NWFML services is \$216,727. The District will receive quarterly reports summarizing all evaluations performed along with actual and potential water savings. The WFRCDC will also provide the District detailed documentation of project expenditures sufficient for audit purposes.

Attachment: Proposed Grant Agreement

AGREEMENT FOR GRANT FUNDING

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE WEST FLORIDA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL

FOR

IMPLEMENTATION OF THE NORTHWEST FLORIDA MOBILE IRRIGATION LAB

THROUGHOUT FISCAL YEAR 2014-2015

NWFWMD AGREEMENT NUMBER 15-010

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) and the West Florida Resource Conservation & Development Council (WFR CDC). The WFR CDC is a non-profit organization, which oversees the Northwest Florida Mobile Irrigation Lab (NWFMIL) that operates within the boundary of the NWFWMD. The NWFWMD is established pursuant to Chapter 373, Florida Statutes, and the NWFMIL is implemented pursuant to Chapter 570.085, Florida Statutes.

WITNESSETH:

WHEREAS, the NWFWMD and the WFR CDC, participating with the United States Department of Agriculture Natural Resource Conservation Service (NRCS) and the Florida Department of Agriculture and Consumer Services (FDACS), recognize the common objective of helping to bring about conservation, development, and wise use of land, water, and related resources;

WHEREAS, Mobile Irrigation Labs have been recognized as leaders in effecting and quantifying water conservation efforts in agricultural and urban settings;

WHEREAS, the participating agencies previously developed a "Working Agreement" which established, in October 2004, a NWFMIL that has been operating successfully for the past ten years within the boundary of the NWFWMD;

WHEREAS, the participating agencies recognize the mutual benefit of having entered into such an agreement and desire to perpetuate this agreement for another year;

This AGREEMENT provides for the implementation, operation, and administration of the NWFMIL for the period of October 1, 2014 through September 30, 2015.

NOW, THEREFORE, in consideration of mutual covenants and conditions contained herein, the parties mutually agree as follows:

1. The WFRCDC will provide NWFMIL services in accordance with the PLAN OF WORK (Attachment 1).
2. The NFWWMD, after receipt of an invoice, shall provide the WFRCDC one payment of seventy-one thousand one hundred twenty-five and 00/100 dollars (\$71,125) for the implementation of this project set forth in the PLAN OF WORK (Attachment 1), subject to the availability of budgeted funds. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.
3. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice. In the event the agreement is terminated, the WFRCDC agrees to return, within 30 days of the announcement of termination, the unused portion of funding specified in Paragraph 2.
4. This AGREEMENT constitutes the funding mechanism between the NFWWMD and the WFRCDC to provide for the continued operation of the NWFMIL, and may be amended only in writing, signed by both the NFWWMD and the WFRCDC.
5. Upon written order designated to be an amendment by the NFWWMD, both parties may agree that additional work shall be undertaken within the general scope of this AGREEMENT.
6. This AGREEMENT shall remain in effect for the period of October 1, 2014 through September 30, 2015, and may be extended only in writing, signed by both the NFWWMD and the WFRCDC.
7. The NFWWMD shall have no liability or responsibility to the WFRCDC and its employees, representatives, agents, contractors, invitees, licensees, and guests, or any governmental entity, or any other person or entity associated with the project, as a result of or arising out of the WFRCDC's use of NFWWMD funds.
8. The NFWWMD agrees to provide the WFRCDC copies of maps it has available to recognize agricultural land use, Water Resource Caution Area boundaries, and spring recharge basin boundaries, as requested.
9. The WFRCDC agrees to maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting

principles consistently applied. The NFWWMD, 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.

10. The WFRCDC agrees to comply with all applicable federal, state, and local rules and regulations in providing services under this AGREEMENT. The WFRCDC acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
11. The WFRCDC shall be responsible for securing any subcontractor support or other services for and associated with implementation of the project identified herein. No agency shall deny any contractor, firm, or individual a fair opportunity to compete in the public procurement of commodities and services based on race, national origin, gender, religion, or physical disability, which for the purposes of Florida law constitutes prohibited discrimination.
12. To the extent required by law, the WFRCDC shall require contractors to secure and maintain such insurance as will protect it from claims under the Worker's Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
13. 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.
14. 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 and 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.
15. As provided under Section 216.347, Florida Statutes, expenditure of NFWWMD grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

16. Notices provided for in this AGREEMENT shall be delivered to the WFRCDC through the WFRCDC’s Project Manager and to the NFWWMD through the NFWWMD’s Project Manager. The Project Managers are:

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

Angela Chelette, PG, Hydrologist IV
Resource Management Division
81 Water Management Drive
Havana, Florida 32333
Phone: (850) 539-2650
Email: Angela.Chelette@nfwwater.com

WEST FLORIDA RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL

Steve Johnson, President
2944 Pennsylvania Avenue
Suite E
Marianna, FL 32448
Phone: (850) 482-5888
Email: wflrcd@gmail.com

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

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

By: _____

Jonathan P. Steverson, Executive Director

Date: _____

WEST FLORIDA RESOURCE CONSERVATION
& DEVELOPMENT COUNCIL

By: _____

Steve Johnson, President

Date: _____

PLAN OF WORK

I. SCOPE

The NWFMIL operates under the oversight of the WFRDC and within the guidelines of the NRCS/FDACS Mobile Irrigation Lab Handbook - January 2013 (Handbook). The main function of the NWFMIL is to evaluate individual irrigation systems and to provide recommendations for the purpose of water conservation. This service is available to irrigators who volunteer for it and provided at the discretion of the NWFMIL.

The NWFMIL performs initial and follow-up evaluations of irrigations system, which take into consideration: pump flow rate and energy consumption; irrigation system type and physical/performance specifications; irrigation emission and distribution uniformities; depth of water penetration; evaporation, soil type(s), crop type(s) and growth stage; rainfall; and other related attributes. The NWFMIL, as part of an initial evaluation, quantifies potential water savings that could result from recommended repair/retrofitting of irrigation systems. The NWFMIL, as part of a follow-up evaluation, quantifies actual water savings resulting from actual repair/retrofitting of irrigation systems which were recommended in the initial evaluation. The NWFMIL provides individual initial and follow-up evaluation reports in a timely manner to the irrigators whose systems have been evaluated. The NWFMIL provides quarterly and annual reports which summarize the individual evaluations, including the potential and actual water savings, to participating governmental agencies and other interested parties.

The NWFMIL also provides site specific Irrigation Water Management Plans to irrigators who have received follow-up evaluations. These conservation-oriented plans include: an irrigation schedule, a soil moisture measurement method, an irrigation adjustment method to compensate for infiltration rate changes, an irrigation uniformity evaluation method, an irrigation application rate measurement method, a soil erosion evaluation method, a chemical application irrigation schedule, and a method for recognizing excess runoff.

The NWFMIL also conducts conservation education and outreach to inform the public of the benefits of their service. Such public outreach can include, but is not limited to, participation in community-based fairs and workshops, seminars or classes provided by educational facilities or by commercial entities, programs provided by governmental agencies, public speaking engagements to civic organizations and clubs, and participation in public affairs broadcasting programs.

The work of the NWFMIL supports the water conservation goals of the NFWMD, specifically those related to agriculture irrigation. The current service area of NWFMIL consists of all counties within the NFWMD, except for Jefferson County which is served by the Suwannee MIL. The NWFMIL, since its inception, has performed evaluations in Jefferson, Leon, Jackson, Gadsden, Calhoun, Washington, Bay, Walton, Santa Rosa, and Escambia Counties. The NWFMIL primarily will target agricultural irrigators utilizing piped irrigation systems within delineated spring recharge basins within Jackson County and the Water Resource Caution Area within Gadsden County. The Floridan aquifer and surface streams are the main water sources for

agriculture irrigation in these areas. Secondary priority will be given to operations that are outside these areas and have submitted a Notice of Intent to FDACS to implement Best Management Practices.

Benefits of NWFMIL work to the NFWWMD regarding conservative and efficient water use include: influence for actual and potential agriculture irrigation water savings that are quantified; public education and outreach regarding conservative and efficient water use; flow rate verification for metered and non-metered systems resulting in improved accuracy of reported use amounts; provision of Irrigation Water Management Plans to irrigators; and establishment of an effective, efficient cooperative work agreement with FDACS and NRCS.

II. PLAN

1. The NWFMIL will provide technically trained personnel, equipment, and actions necessary to carry out its annual plan of work for the period October 1, 2013 through September 30, 2014, with the oversight of the WFRCDC and within the guidelines of the Handbook.
2. The NWFMIL will strive to perform a total of 122 or more initial and follow-up evaluations, including a minimum of 32 follow-up evaluations.
3. The NWFMIL will also provide Irrigation Water Management Plans to the facilities receiving follow-up evaluations.
4. The NWFMIL shall participate in at least nine separate activities every six months to promote water conservation education and to publicize the availability of the NWFMIL services.
5. The WFRCDC, in cooperation with the NRCS, shall provide training to ensure that NWFMIL activities are in accordance with NRCS standards and procedures.
6. The WFRCDC, in cooperation with the NRCS, will provide office facilities, supplies, personal computers, vehicles, and field equipment (to include flow meter).
7. The WFRCDC shall seek cost share funding from the NRCS and FDACS to implement BMP management systems associated with the recommendations of the WFMIL evaluation.

III. DELIVERABLES

The NWFMIL shall, within 30 days of the end of each quarter (October-December 2013, January-March 2014, April-June 2014, and July-September 2014), complete and submit to the NFWWMD: the quarterly reports described in Appendix A of the Handbook or equivalent; a copy of all individual farm evaluation reports conducted during the quarter; and, a spreadsheet which tallies the number of initial and follow-up evaluations and actual and potential water

savings, for each quarter since program inception and as a running total. Each individual farm evaluation report will be assigned a numeric identifier that will allow each farm evaluation report to be cross-referenced to the quarterly reports without identifying the farmer.

Within fourteen (14) days of the end of this contract period, the WFR CDC shall provide to the NFWMD detailed documentation of project expenditures sufficient for audit purposes.

IV. The BUDGET

Period: October 1, 2014 through September 30, 2015.

The total cost of these services is \$216,727. The FDACS shall reimburse the WFR CDC up to \$84,152 for the term of this agreement through a separate agreement. The NFWMD shall grant the WFR CDC \$71,125 for the term of this agreement through their grant procedures. The NRCS shall provide in-kind budget items with an estimated value of \$61,450.

An itemized anticipated annual budget is provided in a table on the next page.

Plan of Work – 12 Month Budget		
		YEAR 2014-2015
Salary of Additional Team Member		
NWFWMD/FDACS Cost	Payroll/Benefits	\$142,812
	Administration	\$12,465
Total Cash Contributions		\$155,277
In-Kind Match Contributions		
Recurring Items NRCS Match	Office Supplies	\$3,500
	Office Space	\$4,000
	Operating/Training	\$9,750
	Admin. Assistance	\$5,600
Capital Items NRCS Match	Field Vehicle	\$18,400
	Computer/Equipment	\$11,700
	Field Equipment	\$8,500
Total In-Kind Match Contributions		\$61,450
Total Plan of Work Cost		\$216,727

- FDACS shall make available funding in the amount of \$84,152 for the one year term of this agreement. Funding shall be through a separate agreement between FDACS and the WFR CDC for the purpose of this agreement.
- NWFWMD shall make available funding in the amount of \$71,125 for the one year term of this agreement. Funding shall be through a grant to the WFR CDC from NWFWMD for the purpose of this agreement in accordance with NWFWMD procedures.
- NRCS shall provide budget items identified as in-kind match (estimated value \$61,450).

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
W. Guy Gowens, Director, Division of Resource Management

FROM: Kris Barrios, Manager, Field Services Section

DATE: October 28, 2014

SUBJECT: Consideration of FDEP Agreement S0775, Enhanced Hydrologic and Water Quality Monitoring of Wakulla Springs and Jackson Blue Spring

Recommendation:

Staff recommends that the Governing Board approve and authorize the Executive Director to execute Agreement S0775 with the Florida Department of Environmental Protection (FDEP) for the purpose of enhanced hydrologic and water quality monitoring of Wakulla Springs and Jackson Blue Spring.

Discussion:

The District is requesting funding from FDEP for instrumentation and monitoring assistance to support Minimum Flow and Levels (MFL) development for Wakulla Springs and Jackson Blue Spring. Wakulla and Jackson Blue are both first magnitude springs and high priority water bodies for the District and FDEP. The requested instrumentation and monitoring activities will provide data vital to the MFL program by providing ground and surface water elevations and discharge measurements to calibrate hydrologic and statistical models. Additional sensors will gather water quality data to aid in the development of the water budgets and to assess areas of nutrient loading. Potentiometric surface mapping, surface water discharge measurements, and hydrologic modeling are essential to the successful development of MFLs for these springs.

The scope of work for monitoring at Wakulla Springs includes the purchase of monitoring equipment for nine new stations at springs and sinking streams, five of which will be operated by the United States Geological Survey (USGS). The scope of work for Jackson Blue Spring includes the purchase of monitoring equipment for two spring discharge stations and three rainfall stations, construction of 10 groundwater observation wells, and instrumentation of 17 wells with level recording equipment.

The revenue for this program for Fiscal Years 2014-2015 and 2015-2106 is based on a reimbursement schedule not to exceed \$510,000.00.

DEP AGREEMENT NO. S0775

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1642A OF THE 2014-2015 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, whose address is 81 Water Management Drive, Havana, Florida 32333 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Springs Quality and Quantity Monitoring in the Northwest Florida Water Management District.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$510,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories of up to 10% of the total deliverable budget amount. Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
 - C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of deliverables identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment.
 - D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

- i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - ii. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, of up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 9. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
- 10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 11.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. 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 Department's Grants Development and Review Manager at 850/245-2361 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 **Attachment E, 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 subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations

Recipient/Subrecipient 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 Department for assistance with questions pertaining to the applicability of these requirements.

- 12. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- 13. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 14. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- 15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
- 16. The Department’s Grant Manager (which may also be referred to as the Department’s Project Manager) for this Agreement is identified below.

James N. Dodson	
Florida Department of Environmental Protection	
Ground Water Management Section	
2600 Blair Stone Road, MS# 3575	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8230
Fax No.:	(850) 245-8236
E-mail Address:	

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17. The Grantee's Grant Manager for this Agreement is identified below.

Kristopher Barrios	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, Florida 32333	
Telephone No.:	(850) 539-5999
Fax No.:	(850) 539-2777
E-mail Address:	Kristopher.barrios@nwfwater.com

18. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:
- \$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
- \$300,000 Hired and Non-owned Liability Coverage
- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
20. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, DEP 55-212, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
- A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
22. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
23. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment G, Quality Assurance Requirements**.
24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
25. Land acquisition is not authorized under the terms of this Agreement.
26. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
27. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title:*

By: _____
Secretary or designee

Date: _____

Date: _____

James N. Dodson, DEP Grant Manager

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-1531621

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Property Reporting Form (1 Page)</u>
<u>Attachment</u>	<u>G</u>	<u>Quality Assurance Requirements (14 Pages)</u>

**ATTACHMENT A
GRANT WORK PLAN**
Northwest Florida Water Management District
Enhanced Hydrologic and Water Quality Monitoring of
Wakulla Springs and Jackson Blue Spring

PROJECT OVERVIEW

The Grantee is requesting funding for instrumentation and monitoring assistance to support Basin Management Action Plan (BMAP) and MFL development for Wakulla Springs and Jackson Blue Spring. Wakulla and Jackson Blue are first magnitude springs which are high priority water bodies for the Grantee and the Department. The requested instrumentation and monitoring activities will provide data to benefit both the MFL and the Total Maximum Daily Load (TMDL)/BMAP process by providing ground and surface water elevations and discharge measurements to calibrate hydrologic and statistical models. Additional sensors will gather water quality data to aid in the development of the water budgets and assess areas of contaminant loading. Both the water budget and the hydrologic models are necessary to assess the mass balance of contaminants (e.g., nutrients) and evaluate likely source areas. Potentiometric surface mapping, surface water discharge measurements, and hydrologic modeling are essential to the successful development of MFLs and BMAPs for these springs.

TASK I – WAKULLA SPRINGS CONTRIBUTION AREA HYDROLOGIC MONITORING
Cost Reimbursement Task Not To Exceed \$250,400

Wakulla Springs is a first magnitude spring, located in Wakulla County within the Wakulla Springs State Park, and is an Outstanding Florida Water. Additionally, Wakulla Springs is one of the Grantee’s top MFL priority waterbodies. Wakulla Springs is classified by the Department as an Impaired Water with a recently set TMDL; a BMAP is currently under development to improve water quality in the spring.

The funding request includes instrumentation at nine (9) surface water locations with water level, velocity and water quality sensors. Instrumentation details for the surface water sites are shown in Table 1. Of particular importance is the inclusion of seven (7) Chromophoric Dissolved Organic Matter (CDOM) sensors to evaluate the contribution of surface water discharges through swallets to groundwater and springs discharge. These sites include: Spring Creek, Sally Ward Spring, Lost Creek, Fisher Creek, Black Creek, Munson Slough and the Wakulla River downstream of the spring. The dissolved organic matter water quality data will help refine and quantify the water budget for the Wakulla Springs groundwater contribution area which will provide valuable information for BMAP development and MFL development. Instrumentation costs for surface water sites provided in Table 1 total \$197,000. In addition, this request includes monitoring assistance from the U.S. Geological Survey (USGS) and the Grantee will contract with the USGS for the operation and maintenance of four sites listed in Table 1 (SD-5, SD-6, SD-7, SD-9) at a cost of \$53,400. The Grantee’s staff will operate and maintain the remaining sites.

DELIVERABLES:

Documentation verifying the purchase, receipt and payment for the hydrologic and water quality instrumentation listed in Table 1. Copy of the Agreement between the Grantee and the USGS. Documentation (including site photographs) verifying the installation of the equipment.

Table 1 – Surface Water Monitoring and Instrumentation for Swallets and Springs in the Wakulla Springs Contribution Area

Site ID	Site Name	USGS Operation	Datalogger	Stage Sensor	Velocity Sensor	Water Quality CDOM Sensor
SC-1	Spring Creek					X
SD-4	Sally Ward Springs		X		X	X
SD-4A	Indian Springs		X	X		
SD-5	Lost Creek at Arran Rd	X	X	X		X

SD-6	Lost Creek at US 319	X	X	X		
SD-7	Fisher Creek Near Spring Hill SR 373	X	X	X		X
SD-9	Black Creek at SR267	X	X	X		X
SD-10	Munson Slough at Oak Ridge Road		X	X		X
SD-11	Wakulla River @ Tram (Ways)		X		X	X

TASK II – JACKSON BLUE SPRING CONTRIBUTION AREA HYDROLOGIC MONITORING
Cost Reimbursement Task Not To Exceed \$259,600

Jackson Blue Spring is a first magnitude spring located in Jackson County, Florida. Jackson Blue Spring is on the Grantee’s MFL priority list and the Department’s BMAP activities are underway. Jackson Blue Spring, along with several smaller springs, discharges into the 270-acre Merritt’s Mill Pond and contributes flow to the pond. The water level in Merritt’s Mill Pond is managed by a water control structure located at the southern end of the pond along US 90. Outflow from Merritt’s Mill Pond provides the majority of the flow in Spring Creek, which flows into the Chipola River. The Chipola River is the largest tributary to the Apalachicola River in Florida.

Task II – A: Jackson Blue Spring Surface Water Monitoring \$39,600

The funding request for monitoring flows, stage and rainfall in the vicinity of Jackson Blue Spring is summarized in Table 2. The Grantee measures Jackson Blue spring discharge monthly and estimates daily spring flow based on aquifer levels recorded at the Pittman well. The funding request for surface water monitoring includes a stage recorder on Spring Creek run below the Merritt’s Mill Pond and monitoring of discharge in the Chipola River immediately upstream and immediately downstream of the confluence with Spring Creek. The stage and discharge data will be used to develop hydrologic models and statistical relationships among Jackson Blue Spring, Merritt’s Mill Pond, Spring Creek, and the Chipola River, which are needed for MFL development and are anticipated to be useful for BMAP analyses.

Precipitation is a primary variable that affects the hydrologic response of a waterbody or spring. Characterizing trends in rainfall for the establishment of relationships between rainfall and historical Jackson Blue Spring flow to assess anthropogenic impacts will require a complete historical precipitation data set. To fill spatial data gaps, the funding request includes three new rainfall gages within the Jackson Blue Spring groundwater contribution zone. The new rainfall sites are anticipated to be paired with well sites. The locations for new rainfall stations will be selected based on site suitability (e.g, sufficient space and open area).

Table 2 – Surface Water Monitoring and Instrumentation for Jackson Blue Spring and Spring Creek

Site ID	Site Name	Datalogger	Stage Sensor	Rainfall Sensor	Water Velocity Profiling Instrument
JS-1	Spring Creek Run	X	X		
JS-2	Chipola River, Upstream of Spring Creek				X
JS-3	Chipola River, Downstream of Spring Creek				
JS-4	Rainfall Station	X		X	
JS-5	Rainfall Station	X		X	
JS-6	Rainfall Station	X		X	

Task II – A: DELIVERABLES:

Documentation verifying the purchase, receipt and payment for the hydrologic instrumentation listed in Table 2. Documentation (including site photographs) verifying the installation of the equipment.

Task II – B: Jackson Blue Spring Well Construction and Monitoring \$220,000

The Pittman VISA well, located approximately six (6) miles from Jackson Blue Spring, is the only well within the groundwater contribution zone that records daily water levels. The Grantee is requesting funding to construct up to four (4) new 4-inch diameter upper Floridan Aquifer wells within or proximal to the Jackson Blue Spring groundwater contribution area. Where the surficial aquifer is present, a 4-inch diameter surficial well will also be installed. Details of proposed well construction and instrumentation are given in Table 3.

Estimated well construction costs include mobilization, drilling, materials, well construction oversight, and geophysical logging. The construction details shown in Table 3 are preliminary estimates only and final costs will be based on unit prices provided by the selected water well contractor and well specifications determined from field conditions. The total number of wells constructed may be less than the number shown in Table 3 if unit costs are higher than estimated. All Floridan and surficial aquifer wells will be instrumented with dataloggers to record daily aquifer water levels. Submersible pumps will be installed on Floridan aquifer wells to facilitate collection of water quality samples in support of the Jackson Blue Spring TMDL and BMAP evaluations.

Task II – B: DELIVERABLES:

Well installation and testing documentation, photos, and construction costs. Documentation verifying the purchase, receipt and payment for the hydrologic instrumentation and sampling pumps listed in Table 3. Documentation (including site photographs) verifying the installation of the equipment.

Table 3 – Well Construction and Instrumentation for Jackson Blue Spring Groundwater Contribution Area

Well ID	Aquifer	Status	Proposed Activities	Proposed Well/Casing Depths	Well Construction	Specific Capacity Test	Datalogger and Level Sensor	Sampling Pump
GW1	Floridan	Proposed Well	Construct well and install data logger, and submersible pump	180/80	X	X	X	X
GW1S	Surficial	Proposed Well	Construct well and install data logger	35/20	X		X	
GW2	Floridan	Existing well	Install data logger and submersible pump	existing			X	X
GW3	Floridan	Proposed Well	Construct well and install data logger, and submersible pump	180/80	X	X	X	X
GW3S	Surficial	Proposed Well	Construct well and install data logger	35/20	X		X	
GW4	Floridan	Existing well	Install data logger and submersible pump	existing		X	X	X
GW4S	Surficial	Proposed Well	Construct well and install data logger	35/20	X		X	
GW5	Floridan	Existing well	Install data logger and submersible pump	existing			X	X
GW6	Floridan	Existing well	Install data logger and submersible pump	existing			X	X
GW7	Floridan	Existing well	Install data logger and submersible pump	existing			X	X
GW8	Floridan	Existing well	Install data logger and submersible pump	existing			X	X
GW9-FL1	Floridan	Proposed Well	Construct well and install data logger, and submersible pump	200/100	X	X	X	X
GW9-FL2	Floridan	Proposed Well	Construct well and install data logger, and submersible pump	75/50	X	X	X	X
GW9S	Surficial	Proposed Well	Construct well and install data logger	35/20	X		X	
GW10	Floridan	Existing well	Install data logger and submersible pump	existing			X	X

GW11	Floridan	Proposed Well	Construct well and install data logger	150/100	X		X	X
GW11 S	Surficial	Proposed Well	Construct well and install data logger	35/20	X		X	

PROJECT TIMELINE

Task No.	Task Title	Anticipated Start Date	Anticipated Completion Date
I	Wakulla Spring Contribution Area Monitoring	October 30, 2014	September 30, 2015
II-A	Jackson Blue Spring Surface Water Monitoring	October 30, 2014	September 30, 2015
II-B	Jackson Blue Spring Well Construction and Monitoring	May 1, 2015	September 30, 2016

PROJECT BUDGET BY CATEGORY AND TASK:

Task No.	Category	DEP Funding
I	Contractual	\$53,400
	Equipment Purchases	\$197,000
	Total for Task	\$250,400
Task No.	Category	
II-A	Equipment Purchases	\$39,600
	Supplies/Other Expenses	
	Total for Task	\$39,600
Task No.	Category	
II-B	Contractual	\$158,200
	Equipment Purchases	\$61,800
	Total for Task	\$220,000
	Project Total	\$510,000

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: _____

Grantee's Grant Manager: _____

Mailing Address: _____

DEP Agreement No.: S0775

Payment Request No.: _____

Date Of Request: _____

Performance Period: _____

Task/Deliverable Amount Requested: \$ _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Subcontracting:				
Contractual	\$	\$	\$N/A	\$N/A
Equipment Purchases	\$	\$	\$N/A	\$N/A
Supplies/Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land	\$N/A	\$N/A	\$N/A	\$N/A
Indirect	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

_____	_____
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE OF REQUEST: This is the date you are submitting the request.

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" 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 Department of Environmental Protection, 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 Department 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 Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: 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 Attachment indicates state financial assistance awarded through the Department of Environmental Protection 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 Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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 III: 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 IV: 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 Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- 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 Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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 Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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 Department of Environmental Protection 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 V: 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 Department of Environmental Protection, 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 Department of Environmental Protection, 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 Department of Environmental Protection.

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1642A	2014-2015	37.052	Florida Springs Grant Program	\$510,000.00	105016

Total Award					\$510,000.00	
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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.

**PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. S0775
(For Property With Grantee/Contractor Assigned Property Control Numbers)**

GRANTEE/CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Grantee/Contractor shall establish a unique identifier for tracking all personal property/equipment purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

DESCRIPTION	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE/CONTRACTOR:	Grantee's/Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY	
DEP CONTRACT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR CONTRACT FILE. IF THE CONTRACT IS A COST REIMBURSEMENT CONTRACT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/CONTRACTOR'S INVOICE FOR PAYMENT. REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES.
DEP Contract Manager Signature: _____	Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.
DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

Attachment G
Quality Assurance Requirements
For State Funded NPS BMP Monitoring Agreements

1. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and “Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
 - a. The GRANTEE shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - (iii) Before providing analytical services for this Agreement, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, “New and Alternative Analytical Laboratory Methods,” February 1, 2004. These procedures or methods shall be approved by the DEP Grant Manager before use under this Agreement and must be cited or described in the required planning document (see Section 6).
 - h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
 - i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
 - j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

- k. The GRANTEE shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
- l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
- m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**

- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.
- b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 31, 2008). The specific standard operating procedures (SOPs) to be used for this Agreement shall be cited in the planning document (see Section 6).
- c. Any non-standard field procedure shall be submitted for review and approval to the DEP Grant Manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP Grant Manager before use under this Agreement and must be cited or described in the planning document.
- d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
 - (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) Field-generated Quality Control duplicates or replicates (not to be confused with laboratory duplicates) shall be collected and analyzed at a frequency of 5% of the total number of samples collected for each matrix/analyte combination (see FQ 1220).
 - (1) All field duplicate results greater than the contracted PQL should agree within 20% RPD for each measured analyte. In the event that the field duplicate agreement is not observed, the GRANTEE shall investigate and attempt to determine the cause of poor precision. The outcome of these investigations shall be reported, including the corrective measures taken to minimize future problems.
 - (iii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.
 - (iv) The GRANTEE shall identify a second laboratory that meets the requirements in Section 1 and shall arrange to have split samples collected using the sampling procedures specified in the Contract and analyzed by the primary and secondary laboratories. Split samples shall be collected at least once during the project and at least annually thereafter. The GRANTEE shall specify the procedure for splitting the samples in the planning document.
 - (1) The results from the two laboratories shall be assessed using a precision criterion of no greater than 20% RPD as an initial guide to assessment of the split sample results.
 - (2) All differences between split sample results from the two laboratories shall be investigated and resolved.

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. The GRANTEE shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
- b. All field and laboratory records that are associated with work performed under this Agreement shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- c. The GRANTEE shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP Grant Manager and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - ▶ MDL
 - ▶ PQL
 - ▶ Sample type (such as blank type, duplicate type, etc.)
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
 - Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
 - ▶ Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - ▶ Results of surrogate spike analyses (if performed)
 - ▶ Results of laboratory control samples (LCS)
 - ▶ Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
 - ▶ Acceptance criteria used to evaluate each reported quality control measure
- d. The GRANTEE shall ensure that the following field-related information is reported to the DEP Grant Manager:
 - ▶ Site and/or facility name, address and phone number
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.

- d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Agreement for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Agreement.
 - e. Work may not begin for specific Contract tasks until approval has been received by the GRANTEE from the DEP Grant Manager. Sampling and analysis for the Agreement may not begin until the planning document has been approved.
 - f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
 - g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP Grant Manager for review. The proposed revisions may not be implemented until they have been approved by the DEP Grant Manager. If the GRANTEE fails to submit the required revisions, the DEP Grant Manager may suspend or terminate the Agreement.
 - h. When the approved planning document requires modification, the amendments shall be
 - (i) Provided in a new planning document, or
 - (ii) Provided as amended sections of the current planning document, or
 - (iii) Documented through written or electronic correspondence with the DEP Grant Manager and incorporated into the approved planning document.
7. **DELIVERABLES**
- a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Agreement:
 - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
 - (ii) Copies of the QCC sample results per item 2.f. above.
 - (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP Grant Manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.
 - (iv) Reports of planning review audits as specified in item 5.b. above.
 - (v) Statements of Usability as specified in item 5.d. above.
 - (vi) Planning document per Section 6, above.
8. **CONSEQUENCES**
- a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Agreement.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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Addendum 1
Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Agreement. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.

1. Matrix-Related Quality Control Samples - The GRANTEE shall ensure that samples associated with this Agreement are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
 - a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Agreement for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - b. After the first 20 samples from the sample collection matrix have been analyzed, at least one matrix spike and either laboratory duplicates or matrix spike duplicates shall be composed using a sample or samples selected from each additional 20 samples of the sample collection matrix submitted to the laboratory.
 - c. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
 - d. Spike levels must be at the concentrations specified in item 3 below.
 - e. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
 - a. The acceptance criteria for the LCS shall be specified in the planning document.
 - b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
 - a. Analysis of a QCCS is required for but not limited to the following analyses:
 - (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
 - (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
 - (iii) Copper in seawater – the QCCS shall be any seawater-matrix SRM assayed by an organization external to the laboratory.
 - b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
 - a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
 - b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
 - a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
 - a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.

7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the GRANTEE shall ensure that the following requirements are met:
 - a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
 - b. Initial Calibration Requirements
 - (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.
 - (ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.
 - (iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.
 - (iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.
 - (v) The acceptance criteria for second-source verifications shall be specified in the planning document.
 - (vi) Sample analysis cannot proceed if an initial calibration is unacceptable.
 - c. Continuing Calibration Requirements:
 - (i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.
 - (ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.
 - (iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.
 - (iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as “estimated” per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.
 - (v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.
 - d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.
8. Quality Control Blanks
 - a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.
 - b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.
 - c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.
9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.
10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.
11. Field QC duplicates or replicates - The GRANTEE shall ensure that field duplicates (not to be confused with laboratory duplicates) are analyzed. All field duplicate results greater than the contracted PQL should agree within 20% RPD for each measured analyte. In the event that field duplicate agreement is not observed, the

laboratory must investigate sufficiently to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments.

12. For all organic analyses using either gas chromatography or HPLC, analytes with concentrations above the method detection limit shall be confirmed by at least one of the qualitative identification measures listed below. Confirmation must occur the first time an analyte is detected at a sampling point.

- ▶ Second column/same detector
- ▶ Second column/alternate detector
- ▶ Same column/alternate detector
- ▶ Mass spectrometry
- ▶ Alternate wavelength

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Addendum 2

Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Agreement. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Agreement.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods, section 9020* (all acceptable editions)
2. **Holding Times** – Any sample that exceeds the holding time specified in 40 CFR Part 136 (for non-potable water) or 40 CFR Part 141 (for drinking water compliance) must be appropriately qualified with a "Q". The holding begins with the sample collection date and time and ends with the date and time of the placement of the processed sample into or on the applicable growth medium.
 - a. For non-potable water, the maximum transport time to the laboratory is 6 hours and samples should be processed within 2 hours of receipt at the laboratory. **For purposes of contractual services and to determine compliance with this requirement, the Department will allow no greater than 6 hours from time of collection to the time of receipt by the laboratory AND no greater than 8 hours from time of collection** to the placement of the processed sample into or on the applicable growth medium
 - b. All samples that are either received after 6 hours **OR** placed into or on growth medium after 8 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (i.) All samples that exceed the method-specified incubation period (range of minimum to maximum) shall be qualified with a "J" qualifier.
 - c. For drinking water compliance, the time from sample collection to placement of the processed sample into or on the applicable growth medium may not exceed 30 hours.
 - (i.) All samples that are processed after 30 hours will be considered outside of holding time and must be qualified with a "Q" qualifier.
 - (ii.) All samples that exceed the method-specified incubation period (range of minimum to maximum hours) shall be qualified with a "J" qualifier.
 - d. In order to evaluate the holding time for each sample, the following information shall be documented.
 - (1) Date and time of sample collection
 - (2) Date and time of laboratory receipt of the sample
 - (3) Date and time the analysis begins – (The time at which the sample is placed in or on the appropriate media for incubation).
 - (4) Date and time incubation begins
 - (5) Date and time analysis ends - The date and time incubation ends and plates/tubes are read.
3. **Dilutions for membrane filter analysis** - In order to achieve the recommended range of target organisms (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli), multiple dilutions of a sample must be run. While the general history of a sample site may be well known, the water will be influenced by many environmental factors at any one time.
 - a. **A minimum of 3 dilutions will be run for each sample analysis (except blanks).** The three dilution volumes may vary according to the range of expected values or an understanding of the environmental conditions at the time of sampling. Waters of a higher quality (low microbial density) may benefit from a dilution series of 100 mL, 50 mL, and 25 mL of sample volume, whereas, lower quality waters (high microbial density) might require only 10 mL, 1.0 mL, and 0.1 mL. Use a 100 mL dilution for all blanks (including field and equipment blanks). Table 1 provides suggested volumes for varying water sources and has been adapted from Table 9222:III, *Standard Methods*, 20th Edition, and can be used for microbiological samples:

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Table 1: Suggested sample dilutions	
Water source	Dilutions (Sample Volume, mL)
Equipment, field blanks	100
Lakes, reservoirs, rivers	100, 50, 10 or 50, 10, 25
Wells, springs	100, 50, 10 or 100, 50, 25
Water supply intake	50, 10, 1
Natural bathing waters	50, 10, 1
Sewage treatment plant	10, 1, 0.1
Farm ponds, rivers	1, 0.1, 0.01
Stormwater runoff	1, 0.1, 0.01
Raw municipal sewage	0.1, 0.01, 0.001
Feedlot runoff	0.1, 0.01, 0.001
Sewage sludge	0.01, 0.001, 0.0001

4. **QUALITY CONTROL BLANKS**
 - a. The number and types of blanks to be run shall follow method requirements with these modifications:
 - (i.) If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank processed within a time period not to exceed 30 minutes. The environmental field samples shall be filtered after the beginning blank and before the ending blank.
 - (ii.) If filtration funnels are not sanitized by U light between samples, additional sterility blanks shall be filtered after every 10 samples processed within the 30-minute set
 - b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C. (“V” for filtration blanks and “J” for field-generated blanks).
5. Laboratory Quality Control Duplicates
 - a. At least 10% of the samples (or one per test run) shall be duplicated.
 - b. All duplicate results shall be evaluated per method specifications using the precision criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
 - c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.
6. Colony Counts
 - a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
 - b. The laboratory shall make every attempt to ensure that colony counts are in the method-specified ideal range (20 – 60 colony forming units (CFU) for fecal coliform, enterococci and fecal streptococcus or 20 – 80 for total coliforms and E.coli). Reported values from colony plate counts outside this range shall be qualified with a “B” (unless the reported value is from a 100 mL sample and the count is less than 20).
 - c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as “estimated”.
7. Calculating Raw Data for Final Reporting - Standard Methods (SM) 9222D and EPA Method 1600 offer slightly differing guidance on the calculation and reporting of microbiological data. Although this guidance is not intended to capture every scenario possible in the calculation and reporting of the test data, the most common scenarios are discussed with the emphasis on reporting the data result, the dilution factor, and the data qualifier. For detailed discussions on additional scenarios, see the applicable method.

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- a. Interpretation of **Standard Methods** SM 9222, B.6, 20th Ed. and EPA 1600, Appendix B. calculations:

$$\text{CFU}/100 \text{ mL} = \frac{C \times 100}{V}$$

Where,

CFU/100 mL = Number of enterococci or fecal coliform colony forming units per 100 mL of sample.

C = Total number of positive colonies counted on all acceptable dilutions.

V = Total volume, equal to the sum of all acceptable dilutions (sample volumes used, in mL)

- (i.) When one dilution in a series has a count within the ideal CFU range (see above):
 - (a) Use the count from the dilution that is within range to calculate the final result in the equation above.
 - (ii.) When more than one dilution in a series has an acceptable count within the ideal range use the applicable method below. Since this calculation is not a laboratory sample replicate, do not use an "A" qualifier.
 - (1) SM 9222D - Use the sum of all dilutions within the ideal range and the sum of the counts from all dilutions in the ideal range in the equation above.
 - (2) EPA 1600 - Independently calculate a final value for each dilution within the ideal range in the equation above and report the average of these values.
 - (iii.) When no dilutions fall within the ideal range:
 - (1) For both methods: A "B" qualifier is not required if all dilutions were less than the lower acceptable limit (20 CFUs), and one of the dilutions was 100 mL. For this situation, report the calculated value from the 100 mL dilution without a "B".
 - (2) SM 9222D - Use the sum of all dilutions in the equation to calculate the final result. Include dilutions that have a zero count. Report the final result with a "B" qualifier.
 - (3) EPA 1600:
 - (a) If all counts are under the lower acceptable limit (20 CFUs) or are both above and below the limit, choose the dilution with the count that is closest to the ideal range to calculate final result and report with a "B" qualifier.
 - (b) If all counts are above the upper acceptable limit (60 or 80 CFUs), use the dilution with the smallest volume filtered to calculate final result and report with a "B" qualifier.
 - (iv.) If counts from all dilutions are zero:
 - (1) For SM 9222D- Use "1" as the total number of colonies counted and include all dilutions in the equation to calculate final result. Report with a "U" qualifier.
 - (2) For EPA 1600 - Use "1" as the total number of colonies counted and use only the highest filtration volume as total volume in the equation above to calculate final result. Report with a "U" qualifier.
 - (v.) If there are >200 target colonies in all dilutions:
 - (vi.) For both methods - Use the upper limit of the ideal range (60 or 80) and the smallest filtration volume in mL to calculate an estimated final result. Report with a "Z" qualifier.
 - (vii.) If there are >200 non-target colonies, or if the colonies are not distinct enough to count (confluent growth) in all dilutions:
 - (1) For both methods - Report as "No Result" with a "Z" qualifier.
8. Use of Dilution Factor (DF) field
- a. Use the following equation to determine dilution factor for all samples:

$$\text{DF} = \frac{100}{V}$$

Where,

DF = Dilution Factor

V = Total volume (sum of dilutions in mL used in final calculation)

9. Verification

- a. Frequency

- (i.) Independently verify at least 10 isolated colonies from a positive sample per month.
- (ii.) Verify atypical colonies of different morphological types to check for false negatives.
- (iii.) Also, verify any ambiguous colonies as needed.

b. Procedure

- (i.) Use aseptic techniques to transfer growth from each colony into individual tubes. For 10 colonies, there should be 10 tubes total, for each verification test media.
- (ii.) See Table 2 for the method requirements for fecal coliform and Enterococci. Follow the method requirements for all others.

Table 2: Verification Tests						
Method	Verify with the following:					
Enterococci EPA 1600	<u>BHI Agar Slant</u>	<u>BHI</u>	<u>Gram stain</u>	<u>BHI</u>	<u>BEA</u>	<u>BHI</u> <u>w/6.5%</u> <u>NaCl</u>
	35 ± 0.5°C 48 ± 3 h (use growth for gram staining)	35 ± 0.5°C 24 ± 2 h (turbidity)	(gram positive cocci)	45 ± 0.5°C 48 ± 3 h (turbidity)	35 ± 0.5°C 48 ± 3 h (growth w/ black/brown precipitate)	35 ± 0.5°C 48 ± 3 h (turbidity)
Fecal Coliforms SM9222D	<u>LTB</u>	<u>EC</u>				
	35 ± 0.5°C 48 ± 3 h (turbidity and gas)	44.5 ± 0.2°C 24 ± 2 h (turbidity and gas)				
The response bolded in parentheses indicate the positive result for each test.						

c. Reporting

- (i.) Adjust colony counts for the original positive sample based on percent of colonies verified positive.
 - (1) For example: A sample dilution has a colony count of 30 fecal coliforms. Ten of these positive blue colonies were used in the verification tests, but only 8 verified positive for both EC and LTB. This means only 80% were verified positive and therefore the final count of 30 is adjusted by 80% to 24 colonies.
 - (ii.) For verified samples, report as “Verified” in the comment field.
10. Data Qualifier Codes - The use of Data Qualifier Codes is not discussed in the methods, but the Department’s QA-Rule 62-160 F.A.C. requires that data qualifiers be used when the data is being submitted to the State. The purpose of the Data Qualifier Codes is to communicate the reliability of the reported data to the consumer. Table 3 identifies those Data Qualifier codes that are generally associated with microbiological data reporting. Others may apply. The laboratory must apply any applicable data qualifiers as listed in Table 1 of the Quality Assurance Rule (62-160, F.A.C.)
- a. Any data point which is derived from any analysis other than the direct calculation of the number of colonies on a membrane filter that were within the recommended range of the method must be qualified with one or more of the Data Qualifier Codes listed below.
 - b. Any result associated with a failed QC test must be reported with applicable data qualifiers.
 - c. Any result that is associated with a failure to meet test requirements (e.g., holding time, incubation time, etc.) shall also be qualified with applicable data qualifiers.
 - d. Failure to report data with appropriate data qualifier codes will be returned to the laboratory without payment for services until corrections are made.

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Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier	62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)	
A	Rule	Value reported is the arithmetic mean (average) of two or more determinations. This code shall be used if the reported value is the average of results for two or more discrete and separate samples. These samples shall have been processed and analyzed independently. Do not use this code if the data are the result of replicate analysis on the same sample aliquot, extract or digestate.
	Contract Requirement	<i>Two or more replicates of the same volume of sample are run and the data averaged.</i>
B	Rule	Results based upon colony counts outside the acceptable range. This code applies to microbiological tests and specifically to membrane filter colony counts. The code is to be used if the colony count is generated from a plate in which the total number of coliform colonies is outside the method indicated ideal range. This code is not to be used if a 100 mL sample has been filtered and the colony count is less than the lower value of the ideal range.
	Contract Requirement	<i>Based on colony counts outside the method specified range of 20 – 60 colonies per membrane filter. <i>This code is not required if a 100 mL sample has been run, the density reported is below 20 and only this sample value was reported.</i></i>
J	Rule	Estimated value. A “J” value shall be accompanied by a detailed explanation to justify the reason(s) for designating the value as estimated. Where possible, the organization shall report whether the actual value is estimated to be less than or greater than the reported value. A “J” value shall not be used as a substitute for K, L, M, T, V, or Y, however, if additional reasons exist for identifying the value as an estimate (e.g., matrix spiked failed to meet acceptance criteria), the “J” code may be added to a K, L, M, T, V, or Y. Examples of situations in which a “J” code must be reported include: instances where a quality control item associated with the reported value failed to meet the established quality control criteria (the specific failure must be identified); instances when the sample matrix interfered with the ability to make any accurate determination; instances when data are questionable because of improper laboratory or field protocols (e.g., composite sample was collected instead of a grab sample); instances when the analyte was detected at or above the method detection limit in a blank other than the method blank (such as calibration blank or field-generated blanks and the value of 10 times the blank value was equal to or greater than the associated sample value); or instances when the field or laboratory calibrations or calibration verifications did not meet calibration acceptance criteria.
	Contract Requirement	<i>In addition to the above examples, other “J” code situations are: quality control duplicate failures, ongoing precision recovery (OPR) spike failures, matrix spike failures, incubation period or temperature failures, other QC check failures.</i>
O	Rule	Sampled, but analysis lost or not performed.
	Contract Requirement	<i>Sample taken but analysis lost, invalidated, or not performed.</i>
Q	Rule	Sample held beyond the accepted holding time. This code shall be used if the value is derived from a sample that was prepared or analyzed after the approved holding time restrictions for sample preparation or analysis.

Table 3

Typical Data Qualifier Codes to be used when Reporting Microbiological Data to the FDEP under the Overflow Purchase Order or Contract (others may apply)

Qualifier	62-160 Regulatory Meaning (rule) or Contract Requirement/Interpretation (contract)	
	<i>Contract Requirement</i>	<i>Sample received after 6 hours OR analyzed beyond 8 hours.</i>
U	Rule	Indicates that the compound was analyzed for but not detected. This symbol shall be used to indicate that the specified component was not detected. The value associated with the qualifier shall be the laboratory method detection limit. Unless requested by the client, less than the method detection limit values shall not be reported (see “T” above).
	<i>Contract Requirement</i>	<i>Organism was analyzed for but not detected.</i>
V	Rule	Indicates that the analyte was detected at or above the method detection limit in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value. Note: unless specified by the method, the value in the blank shall not be subtracted from associated samples.
	<i>Contract Requirement</i>	<i>Analyte was detected in both samples and method blank. Use this code when the sample result is less than or equal to 10 times the value of the blank. Do not subtract the value of the blank from the sample result.</i>
Y	Rule	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Rule	Too many colonies were present for accurate counting. Historically, this condition has been reported as “too numerous to count” (TNTC). The “Z” qualifier code shall be reported when the total number of colonies of all types is more than 200 in all dilutions of the sample. When applicable to the observed test results, a numeric value for the colony count for the microorganism tested shall be estimated from the highest dilution factor (smallest sample volume) used for the test and reported with the qualifier code.‡
	<i>Contract Requirement</i>	<i>Colonies on plate too numerous to count (TNTC). Results shall be reported as the maximum recommended count of typical target colonies (60 CFU /lowest volume used x 100 mL). If atypical, non-target, spreading colonies or other interferences occur where typical target organisms cannot be determined, report “No Result” in the results column and “Z” in the Data Qualifier column.</i>

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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jonathan P. Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
Guy Gowens, Director, Division of Resource Management
Nick Wooten, Chief, Bureau of Surface & Ground Water Management

FROM: Jerrick Saquibal, Hydrologist IV – Resource Management Division

DATE: October 29, 2014

SUBJECT: Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2014 - 2015

Recommendation:

Staff recommends Governing Board approval to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and authorize spending \$670,000 in new funding to develop tools to assist communities reduce flood risk. The improved flood hazard maps and flood risk based informational products will cover the Apalachee Bay – St. Marks Watershed, Perdido River Watershed, and the Pea Watershed.

Discussion:

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

FEMA has awarded the District grant funding for Fiscal Year 2014-2015 for continuation of Risk MAP work in the amount of \$670,000 under FEMA's CTP program. This will include work to improve and update flood hazard maps in the Apalachee Bay – St. Marks Watershed, Perdido River Watershed, and Pea Watershed. Funded activities also include program management and community engagement/risk communication.

The District's match may include existing data, as well as local government funding and flood related services. The final scope of work for this effort will be Mapping Activity Statements (MAS) 11, which will be amended to the District's CTP agreement.

NWMWMD FEMA FY 2014 - 2015 FUNDING ALLOCATIONS

Activity	County/Watershed	Funding Plan
Risk MAP Project to Improve and Update Flood Hazard Maps – Post Preliminary Processing	Apalachee Bay – St. Marks Watershed	\$150,000
Risk MAP Project to Improve and Update Flood Hazard Maps & Flood Risk Data	Perdido River Watershed	\$300,000
Risk MAP Project to Improve and Update Flood Hazard Maps & Flood Risk Data	Pea Watershed	\$100,000
Project Management	All	\$78,000
Community Engagement and Risk Communication	All	\$42,000
Total Award		\$670,000

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Savannah White, Executive Assistant

DATE: October 29, 2014

SUBJECT: Consideration of the Proposed Governing Board Meeting Schedule for 2015

Staff recommends that the Governing Board approve the meeting schedule for 2015.

*All meetings are scheduled to begin at 1:00 p.m., ET,
at District Headquarters, unless otherwise indicated.

January 8, 2015

February 12, 2015

March 12, 2015

April 9, 2015

May 14, 2015

June 11, 2015

July 9, 2015

August 13, 2015

September 10, 2015

Governing Board Meeting 4:00 p.m., ET
Budget Public Hearing 5:05 p.m., ET

September 24, 2015

Budget Public Hearing 5:05 p.m., CT
Panama City

October 8, 2015

November 12, 2015

December 10, 2015

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
 November 13, 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: Hammock Bay Homeowners Association
 App. No.: I07478
 Location: Freeport, Walton County
 Use: Landscape Irrigation
 Facilities: Same as Previous Permit
 Source: Sand-and-Gravel Aquifer System

Withdrawal Amounts Gallons:	Authorized
Annual Average Daily	87,000
Maximum Monthly	5,970,000

A-2 Applicant: Edgewater Beach Resort
 App. No.: I07480
 Location: Panama City Beach, Bay County
 Use: Aesthetic Use, Landscape Irrigation, Golf Course Irrigation
 Facilities: Same as Previous Permit
 Source: Floridan Aquifer System and Golf Course Pond

Withdrawal Amounts Gallons:	Authorized
Annual Average Daily	213,900
Maximum Monthly	11,850,000

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: Hammock Bay Homeowners Association
4652 Gulfstarr Drive
Destin, Florida 32541

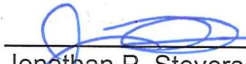
Water Use Category(ies).....Landscape Irrigation
Water Use Location.....Sand-and-Gravel Aquifer System
Average Daily Withdrawal.....87,000 Gallons per Day
Maximum Monthly Withdrawal...5,970,000 Gallons per Month

Temporary Permit No.: 1514

CUP Application No.: 107478

Pending WUP No.: 20060002

Application Well ID	Casing Diameter	Total Well Depth	Cased Depth
#1 (AAL8740)	4-Inch	50 Feet	20 Feet - Existing
#2 (AAL8741)	4-Inch	50 Feet	20 Feet - Existing
#3 (AAL8742)	4-Inch	50 Feet	20 Feet - Existing
#4 (To Be Assigned)	4-Inch	50 Feet	20 Feet - Existing
#5 (To Be Assigned)	4-Inch	50 Feet	20 Feet - Existing
#6 (To Be Assigned)	4-Inch	50 Feet	20 Feet - Existing
#7 (To Be Assigned)	4-Inch	50 Feet	20 Feet - Existing
#8 (To Be Assigned)	4-Inch	50 Feet	20 Feet - Existing


Jonathan P. Steverson,
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

TEMPORARY PERMIT #1514

ATTACHMENT

Hammock Bay Homeowners Association

Individual Water Use Permit No. 20060002

Individual Water Use Application No. 107478

1. The Permittee shall take and utilize reuse water at the time it is available, and discontinue the use authorized by this permit. The Permittee shall properly plug and abandon wells FP #1 through FP #8 upon implementation of reuse. The Permittee, by January 31 of each year, shall provide to the District a status report on the implementation of reuse, which details progress and scheduling of the implementation efforts.
2. The Permittee shall encourage and provide for the efficient and non-wasteful use of water and shall implement water-conservation measures designed to enhance water-use efficiency and reduce water demand and water losses. The Permittee shall conduct an Irrigation Efficiency Management Plan that supports the efficient use of irrigation and includes elements addressing siting of plots, drought-tolerant vegetation, irrigation system equipment, irrigation scheduling, and any other pertinent subjects. An updated Plan shall be submitted by January 31, 2010.



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

Phone: (850) 539-5999 • Fax: (850) 539-2693

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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: Edgewater Beach Resort
 Attn: Jeff Peterson
 11212 Front Beach Road
 Panama City Beach, Florida 32407

Water Use Category(ies).....Aesthetic Use, Landscape Irrigation, Golf Irrigation
 Water Use Location.....Floridan Aquifer System, Golf Course Pond
 Average Daily Withdrawal.....213,900 Gallons per Day
 Maximum Daily Withdrawal.....469,100 Gallons per Day
 Maximum Monthly Withdrawal ... 11,850,000 Gallons per Month

Temporary Permit No.: 1513

CUP Application No.: 107480

Pending WUP No.: 19870185

Well ID	Casing Diameter	Total Well Depth	Cased Depth	Status
EBR 1 (AAB0972)	6-Inch	690 Feet	297 Feet	Existing
EBR 2 (AAA6948)	8-Inch	250 Feet	200 Feet	Existing
EBR 4 (AAK3132)	6-Inch	80 Feet	60 Feet	Existing
EBR 5 (AAN5049)	6-Inch	78 Feet	58 Feet	Existing
EBR 6 (AAN5054)	4-Inch	90 Feet	30 Feet	Existing
EBR 7 (AAN5053)	4-Inch	90 Feet	30 Feet	Existing
EBR 8 (AAN5055)	4-Inch	50 Feet	30 Feet	Existing

GEORGE ROBERTS
 Chair
 Panama City

JERRY PATE
 Vice Chair
 Pensacola

JOHN ALTER
 Malone

GUS ANDREWS
 DeFuniak Springs

STEPHANIE BLOYD
 Panama City Beach

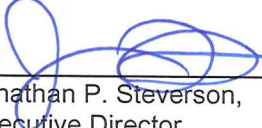
GARY CLARK
 Chipley

JON COSTELLO
 Tallahassee

NICK PATRONIS
 Panama City Beach

BO SPRING
 Port Saint Joe

Surface Water ID	Intake (Inches)	Pump Horsepower	Pump Capacity (GPM)	Status
GC #1	3-Inch	50	500	Existing
LS #1	3-Inch	25	250	Existing
LS #2	3-Inch	25	250	Existing


Jonathan P. Steverson, Executive Director

06/25/2014
Date

Specific Conditions: See Attachment

TEMPORARY PERMIT #1513
ATTACHMENT
Edgewater Beach Resort

Pending Individual Water Use Permit No. 19870185
Individual Water Use Application No. I07480

1. The Permittee shall include the Individual Water Use Permit number 19870185 and Florida Unique Identifications for the ground water facilities (e.g. AAK3132), and the Intake Identifications for the surface water facilities (e.g. LS #1) when submitting reports or otherwise corresponding with the District.
2. The Permittee shall maintain, in working order, in-line totaling flow meters at each well. The Permittee shall install, by September 1, 2011, and thereafter maintain, in working order, in-line totaling flow meters at each surface water intake (LS #1, LS #2, and GC #1).
3. The Permittee shall limit total surface water withdrawals (via intakes LS #1, LS #2, and GC #1) to an average daily amount of 54,000 gallons, a maximum daily amount of 134,600 gallons, and a maximum monthly amount of 3,390,000 gallons.
4. The Permittee, prior to withdrawing ground water from wells EBR #4 and EBR #5, shall maximize the use of surface water in the stormwater ponds.
5. The Permittee shall utilize the Floridan Aquifer wells (wells EBR #1 and EBR #2) only for emergency back-up use to supplement the stormwater ponds during times when both wells EBR #4 and EBR #5 are inoperable.
6. The Permittee, by January 31, April 30, July 31, and October 31 of each year, shall report the data required on Water Use Summary Reporting Form NFWFMD A2-I for the preceding three months. The ground water and surface water withdrawals shall be reported separately by withdrawal facility and source. The Permittee shall report the total amounts withdrawn from each source. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwmfmd.state.fl.us.
7. The Permittee shall operate the irrigation systems in an efficient and non-wasteful manner. The Permittee shall limit irrigation activity to the lower evapotranspiration period from 4:00 p.m. to 10:00 a.m. The Permittee shall frequently evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs, and upgrades to provide for the proper efficiency of its equipment. Runoff from the irrigation system shall be minimized by adjusting sprinkler direction and the timely repair of any leaks. The Permittee shall utilize rain sensing or similar devices which override the automatic irrigation system when adequate rainfall occurs. The Permittee shall equip all wells and irrigation systems with an anti-siphoning device if chemicals are to be applied through the irrigation system.
8. The Permittee, to the extent feasible, shall implement for the golf courses all practices identified in the document Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (2007). The document can be accessed at the website: <http://www.dep.state.fl.us/water/nonpoint/docs/nonpoint/glfbmp07.pdf>. The Permittee, by January 31 of each year, shall report all practices implemented during the previous year by utilizing Appendix E, the Golf Course Best Management Practices Checklist.

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

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

**Thursday
November 13, 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.

1. Call to Order
2. Consideration of Grant of Utility Easement to Gulf Coast Electric Cooperative and Access Easement to Bay County; Econfina Creek WMA
3. Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director
Brett Cyphers, Assistant Executive Director

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

DATE: October 27, 2014

SUBJECT: Consideration of Grant of Utility Easement to Gulf Coast Electric Cooperative and Access Easement to Bay County; Econfina Creek WMA

Recommendation 1:

Staff is asking the Governing Board to: (1) make a determination that the utility easement area is not required only for District conservation purposes and ingress/egress to District lands but can also be used to provide a utility easement to Gulf Coast Electric Cooperative (GCEC) for a water supply project; and (2) in furtherance thereof, grant the utility easement to GCEC.

Recommendation 2:

Staff is also asking the Governing Board to: (1) make a determination that the area occupying the utility easement to GCEC in Recommendation 1 is not only required for District conservation purposes and for providing utilities to GCEC, but can also be used to provide an access easement to Bay County for a water supply project; and (2) in furtherance thereof, grant the access easement to Bay County.

Background:

In April 2014, the Governing Board approved the grant of 1.416 acres to Bay County for their alternative water supply intake site, as well as the grant of an easement for a 36 inch diameter raw water transmission line and a 40-foot temporary construction easement.

To complete this project, Gulf Coast Electric Cooperative (GCEC) requires a utility easement from the District to run a powerline to the intake site. In addition, Bay County requires an easement from the District for legal access to the intake site. The easement area for both the GCEC utility easement and the Bay County access easement are shown

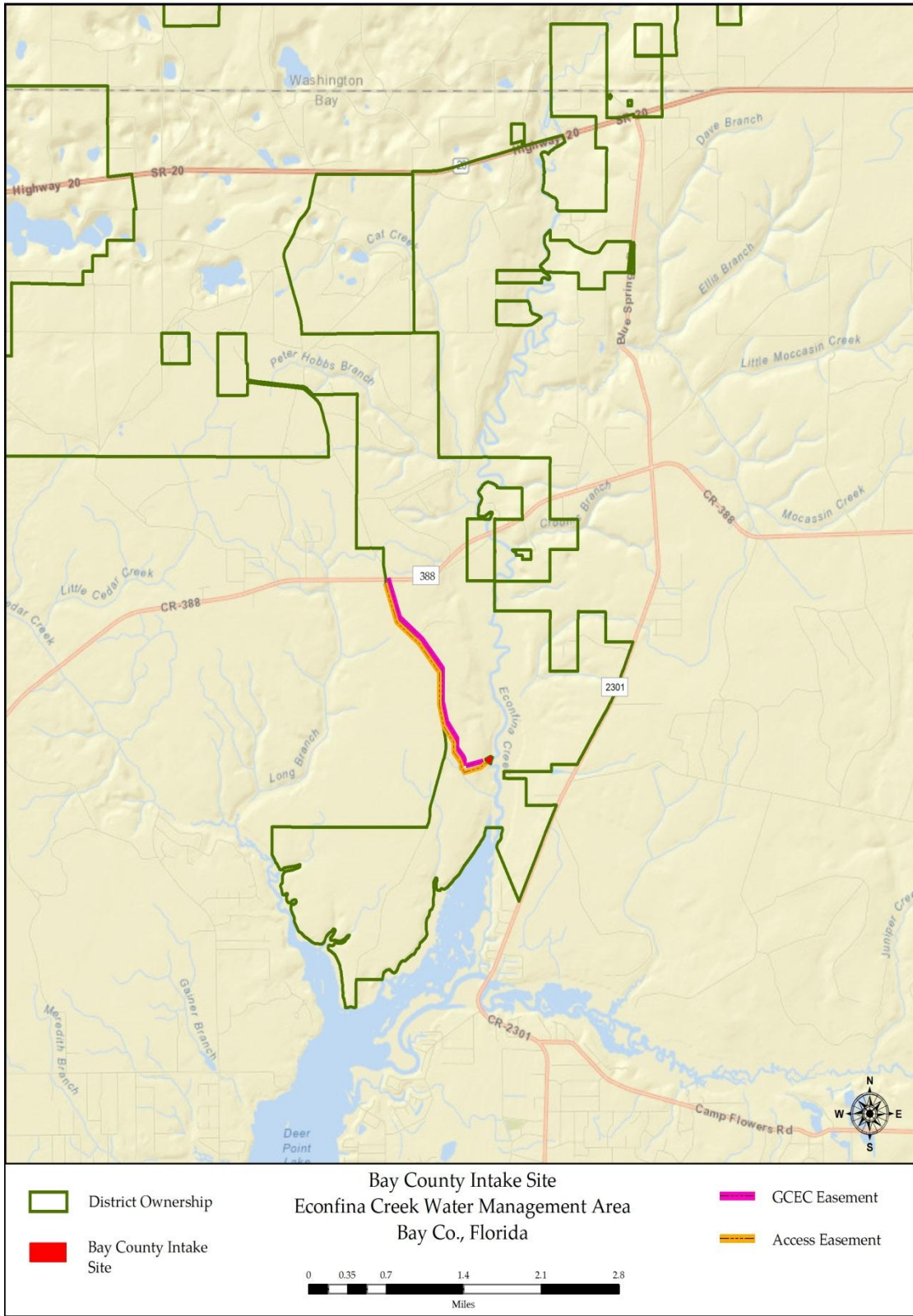
on the attached map. Due to the side-by-side nature of these easements, only one legal description is being utilized for both easements. It should be noted that the utility easement varies in width due to the use of guide poles for the powerline. At all times, GCEC attempted to minimize the footprint of their easement to lessen impacts to District lands.

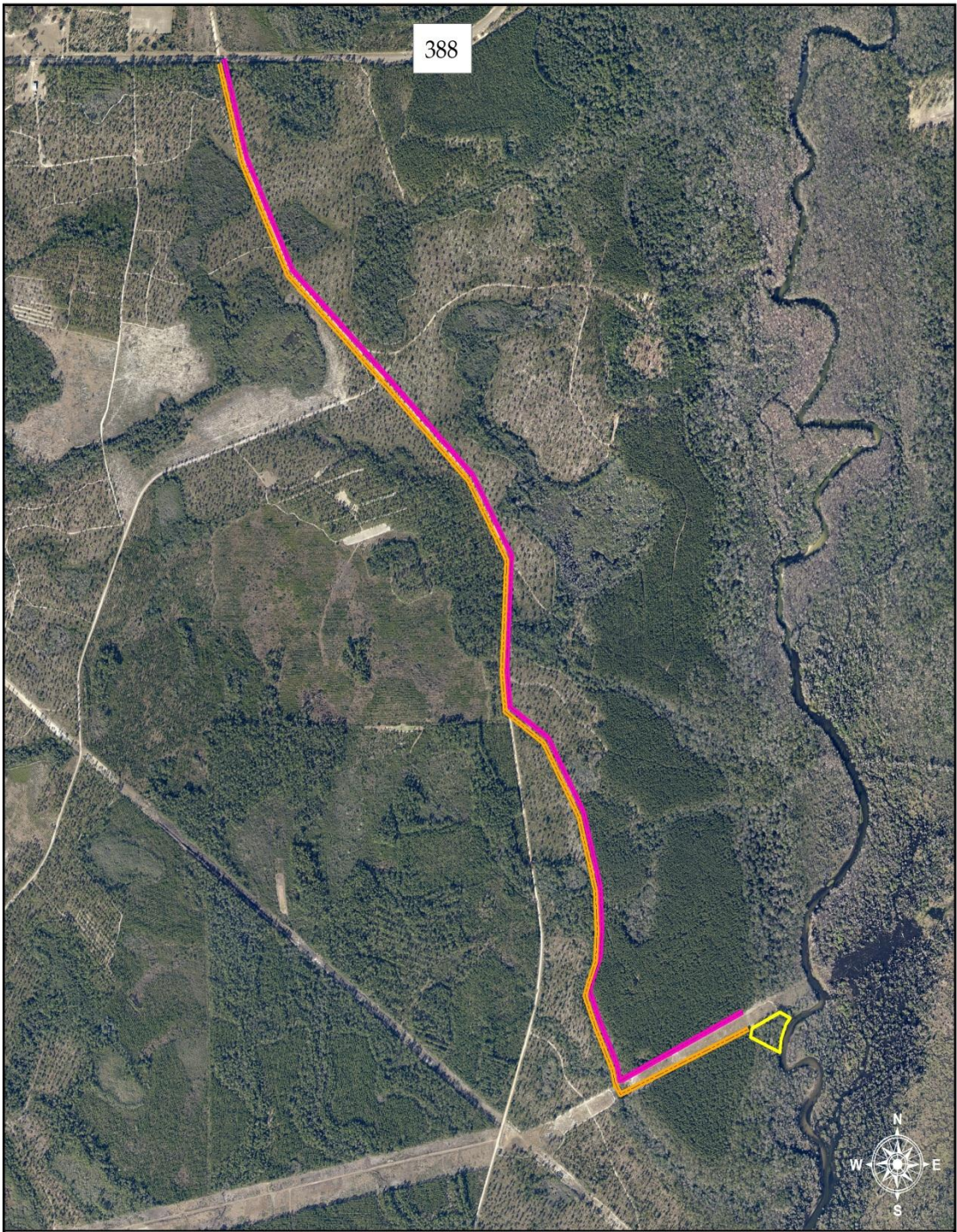
Both the GCEC easement and the access easement to Bay County are enclosed, and have been reviewed and approved by District legal counsel. Staff will request approval of these easements in two separate recommendations.

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

WOC/cb

Attachments





Bay County Intake Site
 Econfina Creek Water Management Area
 Bay Co., Florida

<p> District Ownership</p> <p> Bay County Intake Site</p>	<p>0 335 670 1,340 2,010 2,680</p> <p>Feet</p>	<p> GCEC Easement</p> <p> Access Easement</p>
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**GULF COAST ELECTRIC COOPERATIVE, INC.
ELECTRIC UTILITY SERVICES
DISTRIBUTION EASEMENT**

NAME OF GRANTOR: Northwest Florida Water Management District

TAX PARCEL NUMBER(S): 05143-000-000, 05146-000-000

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their successors, lessees and assigns ("**GRANTOR**"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to **GULF COAST ELECTRIC COOPERATIVE, INC.**, a Florida corporation ("**GRANTEE**"), P. O. Box 220, Wewahitchka, Florida 32465, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy service and communication services and access thereto; by **GRANTEE** or others; said easement being more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area"), lying and being within that certain real property as described in O.R. Book 1758, Page 847 of the Public Records of Bay County, Florida ("Grantor's premises").

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the following:

(a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, replace and remove said facilities;

(b) the right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities as long as the facilities are located within the specified easement area. Notwithstanding the above, **GRANTEE** shall seek permission of **GRANTOR** for any proposed future change to the quantity and type of facilities;

(c) the right for **GRANTEE** to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities;

(d) the right for **GRANTEE** to remove all timber within the Easement Area to construct said facilities. To the extent practical, **GRANTEE** shall harvest, remove and sell all merchantable pine timber within the Easement Area and **GRANTOR** shall receive the proceeds derived from said sale of merchantable pine timber. In any event, said merchantable pine timber shall be harvested and utilized appropriately as timber products and not transported to a construction or demolition (C & D) facility or landfill or destroyed;

(e) during construction of **GRANTEE'S** said facilities, **GRANTEE** shall repair or replace any and all damaged or destroyed wooden rail or galvanized woven wire fence of **GRANTOR**, which were damaged, relocated or destroyed as a result of the construction of said facilities, to **GRANTOR'S** satisfaction;

(f) after construction of said facilities, the right for **GRANTEE** to periodically inspect the facilities and remove all dead, dying, diseased or damaged timber adjacent to but outside the Easement Area which, in the opinion of **GRANTEE**, endangers or interferes with the safe and efficient operation or maintenance of said facilities. Notwithstanding the above and except for emergency situations, **GRANTEE** shall endeavor to seek the advice and approval of **GRANTOR'S** local land management staff before removing any dead, dying, diseased or damaged timber adjacent to but outside the Easement Area ;

(g) after construction of said facilities, the right for **GRANTEE** to trim or remove any timber adjacent to but outside the Easement area which, in the opinion of **GRANTEE**, endangers or interferes with the safe and efficient on, operation or maintenance of said facilities;

(h) after construction of said facilities, **GRANTEE** shall allow **GRANTOR** the right to conduct periodic prescribed burns adjacent to and within the Easement Area in such a manner as to not damage, destroy or endanger said facilities. **GRANTOR** shall retain the right to apply prescribed fire, and to mow, plow, disk, excavate, or to otherwise establish and maintain fire control lines within the Easement Area. To protect said facilities of **GRANTEE**, **GRANTEE** shall install burn shields on every wooden pole in accordance with the following materials, dimension and installation specifications:

- 1) 26 to 28 gauge galvanized sheet metal;
- 2) measuring no more than approximately 60 inches long by 24 inches wide to accommodate wooden poles having a base of 59 inches or less;
- 3) all sides hemmed to prevent any protruding sharp edges; and
- 4) pre-rolled to assist in forming around the wooden pole.
- 5) wooden pole shields shall be installed at least one inch (1") below the ground line, fit snugly around the wooden pole and be secured using one-quarter inch (1/4") by two and one-half inch (2 1/2") galvanized lag screws or, if AQC treated poles, Type 304 or 316 stainless steel lag screws.

(i) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and

(j) after construction of said facilities, all other rights and privileges reasonable necessary or convenient for **GRANTEE'S** safe and efficient operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

(k) **GRANTEE** agrees to avoid conducting scheduled maintenance of the Easement Area during mobility-impaired hunts as delineated in the Econfina Creek Wildlife Management Area Regulations Summary and Area Map produced by Florida Fish and Wildlife Conservation Commission.

(l) **GRANTEE** agrees to maintain the Easement Area in compliance with the 2012 National Electrical Safety Code, pursuant to the Florida Administrative Code, rule 25-6.0345.

(m) **GRANTEE** agrees to indemnify and hold **GRANTOR** harmless from any and all damages and injuries, whether to persons or property, resulting from **GRANTEE'S** or its employees, agents, contractors, invitees, permittees or licensees construction, maintenance or use of said facilities or any other activities within the Easement Area and Grantor's premises.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences and fire control lines) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to **GRANTEE'S** facilities and provide an adequate working space.

GRANTOR covenants not to interfere with **GRANTEE'S** facilities within the Easement Area in **GRANTOR'S** premises.

GRANTOR hereby warrants and covenants the following:

(a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located;

(b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**; and

(c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the **GRANTOR** has caused this easement to be signed in its name by its proper officers thereunto duly authorized and its official seal to be hereunto affixed and attested this ____ day of _____, 2014.

WITNESSES:

GRANTOR

Signature of Witness

BY: _____
Governing Board, Chair

Printed name of Witness

ATTEST

Signature of Witness

Printed name of Witness

BY: _____
Governing Board, Secretary or Assistant
Secretary

(Grantor's mailing address)

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing Easement was acknowledged before me this ____ day of _____, 2014, by George Roberts and _____, as Chair and Secretary (or Assistant Secretary), respectively of the Governing Board of the Northwest Florida Water Management District, on behalf of the District, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

(SEAL)

Typed, printed or stamped Name of
Notary

My Commission expires:

EXHIBIT “A”
The “Easement Area”

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 692.60 feet; thence leaving said centerline run North 25 degrees 06 minutes 08 seconds West, for a distance of 75.00 feet to the North right of way line of said Gulf Power Company Easement for the Point of Beginning; thence leaving said North right of way line run North 25 degrees 06 minutes 08 seconds West, for a distance of 20.00 feet; thence North 64 degrees 53 minutes 52 seconds East, for a distance of 19.10 feet; thence North 27 degrees 16 minutes 27 seconds West, for a distance of 448.46 feet to a point of curve to the left, thence along said curve with a radius of 700.00 feet through a central angle of 30 degrees 09 minutes 39 seconds; for an arc distance of 368.48 feet (chord of said arc being North 42 degrees 21 minutes 16 seconds West, 364.24 feet) to a point of reverse curve to the right, thence along said curve with a radius of 100.00 feet, through a central angle of 42 degrees 16 minutes 44 seconds, for an arc distance of 73.79 feet (chord of said arc being North 36 degrees 17 minutes 44 seconds West, 72.13 feet); thence North 15 degrees 09 minutes 22 seconds West, for a distance of 127.80 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet through a central angle of 22 degrees 38 minutes 26 seconds, for an arc distance of 197.57 feet (chord of said arc being North 26 degrees 28 minutes 34 seconds West, 196.29 feet) to a point of reverse curve to the right; thence along said curve with a radius of 335.00 feet, through a central angle of 39 degrees 55 minutes 21 seconds, for an arc distance of 233.42 feet (chord of said arc being North 17 degrees 50 minutes 07 seconds West, 228.73 feet); thence North 02 degrees 07 minutes 33 seconds East, for a distance of 135.69 feet to a point of curve to the left, thence along said curve with a radius of 290.00 feet through a central angle of 19 degrees 16 minutes 29 seconds, for an arc distance of 97.56 feet (chord of said arc being North 07 degrees 30 minutes 41 seconds West, 97.10 feet); thence North 17 degrees 08 minutes 56 seconds West, for a distance of 564.15 feet to a point of curve to the left; thence along said curve with a radius of 590.00 feet through a central angle of 12 degrees 20 minutes 51 seconds; for an arc distance of 127.15 feet (chord of said arc being North 23 degrees 19 minutes 21 seconds West, 126.90 feet); thence North 29 degrees 29 minutes 47 seconds West, for a distance of 253.12 feet to a point of curve to the left; thence along said curve with a radius of 590.00 feet through a central angle of 14 degrees 13 minutes 14 seconds, for an arc distance of 146.44 feet (chord of said arc being North 36 degrees 36 minutes 24 seconds West, 146.06 feet); thence North 43 degrees 43 minutes 01 seconds West, for a distance of 90.49 feet to a

point of curve to the right; thence along said curve with a radius of 610.00 feet through a central angle of 09 degrees 06 minutes 43 seconds, for an arc distance of 97.01 feet (chord of said arc being North 39 degrees 09 minutes 39 seconds West, 96.91 feet) to a point of reverse curve to the left; thence along said curve with a radius of 490.00 feet, through a central angle of 15 degrees 46 minutes 38 seconds, for an arc distance of 134.93 feet (chord of said arc being North 42 degrees 29 minutes 36 seconds West, 134.50 feet); thence North 50 degrees 22 minutes 55 seconds West, for a distance of 123.09 feet to the Westerly right of way line of a 40' easement (HOBBS PASTURE ROAD) as recorded in Official Records Book 1678, Page 1140 of the Public Records of Bay County, Florida; thence Northerly along said Westerly right of way line as follows: North 08 degrees 10 minutes 52 seconds West, for a distance of 77.51 feet to a point of curve to the right; thence along said curve with a radius of 1,020.00 feet through a central angle of 11 degrees 13 minutes 32 seconds, for an arc distance of 199.84 feet (chord of said arc being North 02 degrees 34 minutes 06 seconds West, 199.52 feet); thence North 03 degrees 02 minutes 40 seconds East, for a distance of 697.18 feet to the point on a non tangent curve concave to the west; thence along said curve with a radius of 680.00 feet, through a central angle of 29 degrees 07 minutes 57 seconds, for an arc distance of 345.75 feet (chord of said arc being North 11 degrees 31 minutes 18 seconds West, 342.04 feet); thence North 26 degrees 05 minutes 17 seconds West, for a distance of 366.38 feet to a point of curve to the left; thence along said curve with a radius of 980.00 feet through a central angle of 17 degrees 22 minutes 57 seconds, for an arc distance of 297.31 feet (chord of said arc being North 34 degrees 46 minutes 46 seconds West, 296.18 feet); thence North 43 degrees 28 minutes 14 seconds West, for a distance of 2,066.04 feet to the point on a non tangent curve concave to the northeast; thence along said curve with a radius of 620.00 feet, through a central angle of 20 degrees 09 minutes 19 seconds, for an arc distance of 218.10 feet (chord of said arc being North 33 degrees 23 minutes 35 seconds West, 216.98 feet); thence North 23 degrees 18 minutes 56 seconds West, for a distance of 835.80 feet to a point of curve to the right; thence along said curve with a radius of 1,520.00 feet through a central angle of 10 degrees 21 minutes 23 seconds, for an arc distance of 274.74 feet (chord of said arc being North 18 degrees 08 minutes 15 seconds West, 274.37 feet); thence North 12 degrees 57 minutes 34 seconds West, along aforesaid Westerly right of way line of said 40' easement and a projection thereof, for a distance of 609.43 feet to the approximate centerline of County Road 388; thence leaving said projection run South 89 degrees 00 minutes 07 seconds East, along said approximate centerline, for a distance of 54.61 feet; thence leaving said approximate centerline run South 12 degrees 57 minutes 34 seconds East, for a distance of 596.26 feet to a point of curve to the left; thence along said curve with a radius of 1,467.00 feet through a central angle of 10 degrees 21 minutes 23 seconds, for an arc distance of 265.16 feet (chord of said arc being South 18 degrees 08 minutes 15 seconds East, 264.80 feet); thence South 23 degrees 18 minutes 56 seconds East, for a distance of 835.80 feet to a point of curve to the left; thence along said curve with a radius of 567.00 feet through a central angle of 20 degrees 14 minutes 43 seconds, for an arc distance of 200.35 feet (chord of said arc being South 33 degrees 26 minutes 18 seconds East, 199.31 feet); thence South 43 degrees 33 minutes 40 seconds East, for a distance of 2,161.02 feet to a point of curve to the right; thence along said curve with a radius of 400.00 feet through a central angle of 17 degrees 28 minutes 22 seconds, for an arc distance of

121.98 feet (chord of said arc being South 34 degrees 49 minutes 29 seconds East, 121.51 feet); thence South 26 degrees 05 minutes 17 seconds East, for a distance of 493.28 feet to a point of curve to the right; thence along said curve with a radius of 600.00 feet through a central angle of 29 degrees 07 minutes 57 seconds, for an arc distance of 305.07 feet (chord of said arc being South 11 degrees 31 minutes 19 seconds East, 301.80 feet); thence South 03 degrees 02 minutes 40 seconds West, for a distance of 738.26 feet to a point of curve to the left; thence along said curve with a radius of 967.00 feet through a central angle of 11 degrees 13 minutes 32 seconds, for an arc distance of 189.46 feet (chord of said arc being South 02 degrees 34 minutes 06 seconds East, 189.15 feet); thence South 08 degrees 10 minutes 52 seconds East, for a distance of 83.86 feet; thence South 53 degrees 10 minutes 14 seconds East, for a distance of 73.55 feet to a point of curve to the right; thence along said curve with a radius of 525.00 feet through a central angle of 17 degrees 20 minutes 07 seconds, for an arc distance of 158.84 feet (chord of said arc being South 44 degrees 30 minutes 10 seconds East, 158.24 feet) to a point of reverse curve to the left; thence along said curve with a radius of 565.00 feet, through a central angle of 06 degrees 26 minutes 20 seconds, for an arc distance of 63.49 feet (chord of said arc being South 39 degrees 03 minutes 16 seconds East, 63.46 feet); thence South 42 degrees 16 minutes 26 seconds East, for a distance of 130.65 feet to a point of curve to the right; thence along said curve with a radius of 632.00 feet through a central angle of 12 degrees 29 minutes 30 seconds, for an arc distance of 137.79 feet (chord of said arc being South 36 degrees 01 minutes 41 seconds East, 137.52 feet); thence South 29 degrees 46 minutes 56 seconds East, for a distance of 252.28 feet to a point of curve to the right; thence along said curve with a radius of 633.00 feet through a central angle of 12 degrees 38 minutes 00 seconds, for an arc distance of 139.57 feet (chord of said arc being South 23 degrees 27 minutes 56 seconds East, 139.29 feet); thence South 17 degrees 08 minutes 56 seconds East, for a distance of 537.73 feet to a point of curve to the right; thence along said curve with a radius of 325.00 feet through a central angle of 16 degrees 46 minutes 07 seconds, for an arc distance of 95.12 feet (chord of said arc being South 08 degrees 45 minutes 52 seconds East, 94.78 feet); thence South 00 degrees 22 minutes 48 seconds East, for a distance of 119.15 feet to a point of curve to the left; thence along said curve with a radius of 525.00 feet through a central angle of 27 degrees 32 minutes 06 seconds, for an arc distance of 252.30 feet (chord of said arc being South 14 degrees 08 minutes 51 seconds East, 249.88 feet); thence South 27 degrees 54 minutes 54 seconds East, for a distance of 54.30 feet to a point of curve to the right; thence along said curve with a radius of 1,200.00 feet through a central angle of 10 degrees 40 minutes 36 seconds, for an arc distance of 223.61 feet (chord of said arc being South 22 degrees 34 minutes 37 seconds East, 223.29 feet) to a point of reverse curve to the left; thence along said curve with a radius of 175.00 feet, through a central angle of 40 degrees 43 minutes 30 seconds, for an arc distance of 124.39 feet (chord of said arc being South 37 degrees 36 minutes 04 seconds East, 121.79 feet) to a point of reverse curve to the right; thence along said curve with a radius of 500.00 feet, through a central angle of 31 degrees 19 minutes 02 seconds, for an arc distance of 273.29 feet (chord of said arc being South 42 degrees 18 minutes 18 seconds East, 269.90 feet); thence South 26 degrees 38 minutes 47 seconds East, for a distance of 550.79 feet to a point 20 feet North of the Northerly right of way line of the aforesaid Gulf Power Company Easement; thence North 64 degrees 53 minutes 52 seconds East, 20' North of and parallel with said Northerly right of

way, for a distance of 646.68 feet; thence South 25 degrees 06 minutes 08 seconds East, for a distance of 20.00 feet to a point on the said Northerly right of way line; thence South 64 degrees 53 minutes 52 seconds West, along said Northerly right of way line, for a distance of 36.24 feet; thence leaving said Northerly right of way line run South 48 degrees 50 minutes 47 seconds East, for a distance of 163.87 feet to a point on the Southerly right of way line of said easement; thence South 64 degrees 53 minutes 52 seconds West, along said Southerly right of way line, for a distance of 21.85 feet; thence leaving said Southerly right of way line run North 48 degrees 50 minutes 47 seconds West, for a distance of 163.87 feet to the aforesaid Northerly right of way line; thence South 64 degrees 53 minutes 52 seconds West, along said Northerly right of way line, for a distance of 642.71 feet to the POINT OF BEGINNING. Containing 11.065 acres, more or less.

Less and except the right of way of County Road 388.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made and entered into this ____ day of _____, 2014, between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a Florida water management district pursuant to Chapter 373, Florida Statutes, whose address is 81 Water Management Drive, Havana, Florida 32333, its successors and assigns, hereinafter referred to as, “GRANTOR”, and BAY COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 840 W. 11th Street, Panama City, Florida 32401, its successors and assigns, hereinafter referred to as “GRANTEE”.

WHEREAS, GRANTOR is the owner of the certain real property located in Bay County, Florida, which is more particularly described in Exhibit “A” attached hereto and incorporated herein (“GRANTOR’S Property”); and

WHEREAS, GRANTEE is the owner of a parcel of land adjoining GRANTOR’S Property which is more particularly described in Exhibit “B” attached hereto and incorporated herein (“GRANTEE’S Property”); and

WHEREAS, GRANTEE desires an easement across GRANTOR’S Property for ingress and egress and GRANTOR desires to grant said easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE for the use and benefit of and appurtenant to GRANTEE’S Property a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress (the “Easement”) unto GRANTEE over and across GRANTOR’S Property, said Easement more particularly described as follows:

See Exhibit "C" attached hereto and incorporated herein

Said Easement subject to the following terms and conditions:

1. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" and Exhibit "C" attached hereto.
2. TERM: GRANTOR does hereby grant to the GRANTEE the Easement for as long as the GRANTEE'S Property is used for a alternate raw water intake facility, and if any other use is made of GRANTEE'S property, the Easement will automatically and immediately terminate. If the Easement is ever abandoned for ingress and egress, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this Easement Agreement.
3. USE OF PROPERTY AND UNDUE WASTE: The Easement shall be limited to ingress and egress only, upon and across the property described in Exhibit "C" during the term of this Easement Agreement. The Easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement which do not unreasonably interfere with GRANTEE'S use of the Easement and further retains the right to grant compatible uses to third parties during the term of this Easement Agreement.

The surface of the road upon the Easement for ingress and egress shall be of a porous, pervious material. Impervious materials, such as concrete, asphalt or recycled ground asphalt, are not authorized by this easement and shall not be placed upon the land encumbered by the Easement. The placement of utilities within the Easement shall be deemed an authorized use of the Easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing for the use of the Easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on the Easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but, not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on the Easement or on any land adjacent thereto or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement or any land adjacent thereto which is a result of GRANTEE'S operations and use of the Easement or GRANTEE'S Property.

Upon termination or expiration of this Easement Agreement, GRANTEE shall restore the lands over which the Easement is granted to substantially the same condition it was upon the effective date of this Easement Agreement. GRANTEE agrees that upon termination or expiration of this Easement Agreement all authorization granted hereunder shall cease and terminate.

4. 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 GRANTOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Easement Agreement and the use of the 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 GRANTOR for GRANTOR'S negligent, willful or intentional acts or omissions.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives, or employees shall have the right at any and all times to inspect the Easement and the works and operations of GRANTEE in any matter pertaining to this Easement Agreement.

6. BINDING EFFECT AND INUREMENT: The Easement shall be binding on and shall inure to the benefit of successors and assigns of the parties hereto.

7. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within the Easement.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this Easement Agreement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this Easement Agreement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

10. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Easement Agreement 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 state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

11. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the GRANTOR'S Property, including the Easement, including, but not limited to, mortgages or construction liens.

12. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Easement Agreement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. SOVEREIGN SUBMERGED LANDS: This Easement Agreement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

14. ENTIRE UNDERSTANDING: This Easement Agreement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

15. TIME: Time is expressly declared to be of the essence of this Easement Agreement.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the Easement as a result of any actions by the GRANTEE or its agents, employees, contractors, licensees or permittees.

17. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed Easement Agreement in its entirety in the public records of Bay County within fourteen (14) days after receipt, and shall provide to the GRANTOR within thirty (30) days following the recordation a copy of the recorded document in its entirety which contains the O.R. Book and Pages at which this Easement Agreement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this Easement Agreement at the option of the GRANTOR.

18. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

19. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe,

interpret, define or limit the scope, extent or intent of this Easement Agreement or any provisions thereof.

20. SPECIAL CONDITIONS: The following special conditions shall apply to this easement:

a. The grant of the Easement to GRANTEE shall not prohibit, limit or preclude GRANTOR'S ability to conduct prescribe burns directly adjacent to or beyond the immediate boundaries of the Easement.

b. After construction and improvements to the roadways and alternate raw water intake facility referenced herein have been completed and except under emergency operations or conditions, GRANTOR requests that GRANTEE limit its ingress and egress use of the Easement to its employees, agents, contractors, invitees, permittees or licensees for maintenance or management of the Easement and alternate raw water intake facility during GRANTOR'S Mobility-Impaired Hunt periods, which typically occur as follows:

i) during the November Thanksgiving Holiday period, i.e. Thursday through Sunday;

ii) during four (4) consecutive weekend periods, i.e. Friday through Sunday, beginning generally on the third weekend in January and running consecutively to the second weekend in February; and

iii) during the Spring Turkey season, for six (6) consecutive weekends, i.e. Saturday and Sunday, beginning generally on the third weekend in March through the fourth weekend in April, subject to annually adopted FWC hunting dates for the mobility-impaired hunt area.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

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

By: _____ (SEAL)
George Roberts, Chair

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

“GRANTOR”

**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, State of Florida

Approved as to Form and Legality

Print/Type Notary Name

District General Counsel

Commission Expires: _____

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

Witness

Print/Type Witness Name

Witness

Print/Type Witness Name

By: _____
Guy M. Tunnell, Chairman

Approved as to Form and Legality:

County Attorney

“GRANTEE”

**STATE OF FLORIDA
COUNTY OF BAY**

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

Notary Public, State of Florida

Print/Type Notary Name

Commission Expires: _____

Exhibit A

(Description of Property upon which the Easement is Granted; “Grantor’s Property”)

All of that property located in Bay County, Florida lying in Sections 29 and 32, in Township 1 South, Range 13 West, more particularly described as follows:

Section 29: All East of Hobbs Pasture Road.

Section 32: All East of Hobbs Pasture Road.

Exhibit B

(Description of Grantee's Adjoining Parcel, 1.4 Acres; "Grantee's Property")

Commence at a found 4"x4" 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. LB 7137; 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.

Exhibit C

(Description of Easement)

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 692.60 feet; thence leaving said centerline run North 25 degrees 06 minutes 08 seconds West, for a distance of 75.00 feet to the North right of way line of said Gulf Power Company Easement for the Point of Beginning; thence leaving said North right of way line run North 25 degrees 06 minutes 08 seconds West, for a distance of 20.00 feet; thence North 64 degrees 53 minutes 52 seconds East, for a distance of 19.10 feet; thence North 27 degrees 16 minutes 27 seconds West, for a distance of 448.46 feet to a point of curve to the left, thence along said curve with a radius of 700.00 feet through a central angle of 30 degrees 09 minutes 39 seconds; for an arc distance of 368.48 feet (chord of said arc being North 42 degrees 21 minutes 16 seconds West, 364.24 feet) to a point of reverse curve to the right, thence along said curve with a radius of 100.00 feet, through a central angle of 42 degrees 16 minutes 44 seconds, for an arc distance of 73.79 feet (chord of said arc being North 36 degrees 17 minutes 44 seconds West, 72.13 feet); thence North 15 degrees 09 minutes 22 seconds West, for a distance of 127.80 feet to a point of curve to the left, thence along said curve with a radius of 500.00 feet through a central angle of 22 degrees 38 minutes 26 seconds, for an arc distance of 197.57 feet (chord of said arc being North 26 degrees 28 minutes 34 seconds West, 196.29 feet) to a point of reverse curve to the right; thence along said curve with a radius of 335.00 feet, through a central angle of 39 degrees 55 minutes 21 seconds, for an arc distance of 233.42 feet (chord of said arc being North 17 degrees 50 minutes 07 seconds West, 228.73 feet); thence North 02 degrees 07 minutes 33 seconds East, for a distance of 135.69 feet to a point of curve to the left, thence along said curve with a radius of 290.00 feet through a central angle of 19 degrees 16 minutes 29 seconds, for an arc distance of 97.56 feet (chord of said arc being North 07 degrees 30 minutes 41 seconds West, 97.10 feet); thence North 17 degrees 08 minutes 56 seconds West, for a distance of 564.15 feet to a point of curve to the left; thence along said curve with a radius of 590.00 feet through a central angle of 12 degrees 20 minutes 51 seconds; for an arc distance of 127.15 feet (chord of said arc being North 23 degrees 19 minutes 21 seconds West, 126.90 feet); thence North 29 degrees 29 minutes 47 seconds West, for a distance of 253.12 feet to a point of curve to the left; thence along said curve with a radius of 590.00 feet through a central angle of 14 degrees 13 minutes 14 seconds, for an arc distance of 146.44 feet (chord of said arc being North 36 degrees 36 minutes 24 seconds West, 146.06 feet);

thence North 43 degrees 43 minutes 01 seconds West, for a distance of 90.49 feet to a point of curve to the right; thence along said curve with a radius of 610.00 feet through a central angle of 09 degrees 06 minutes 43 seconds, for an arc distance of 97.01 feet (chord of said arc being North 39 degrees 09 minutes 39 seconds West, 96.91 feet) to a point of reverse curve to the left; thence along said curve with a radius of 490.00 feet, through a central angle of 15 degrees 46 minutes 38 seconds, for an arc distance of 134.93 feet (chord of said arc being North 42 degrees 29 minutes 36 seconds West, 134.50 feet); thence North 50 degrees 22 minutes 55 seconds West, for a distance of 123.09 feet to the Westerly right of way line of a 40' easement (HOBBS PASTURE ROAD) as recorded in Official Records Book 1678, Page 1140 of the Public Records of Bay County, Florida; thence Northerly along said Westerly right of way line as follows: North 08 degrees 10 minutes 52 seconds West, for a distance of 77.51 feet to a point of curve to the right; thence along said curve with a radius of 1,020.00 feet through a central angle of 11 degrees 13 minutes 32 seconds, for an arc distance of 199.84 feet (chord of said arc being North 02 degrees 34 minutes 06 seconds West, 199.52 feet); thence North 03 degrees 02 minutes 40 seconds East, for a distance of 697.18 feet to the point on a non tangent curve concave to the west; thence along said curve with a radius of 680.00 feet, through a central angle of 29 degrees 07 minutes 57 seconds, for an arc distance of 345.75 feet (chord of said arc being North 11 degrees 31 minutes 18 seconds West, 342.04 feet); thence North 26 degrees 05 minutes 17 seconds West, for a distance of 366.38 feet to a point of curve to the left; thence along said curve with a radius of 980.00 feet through a central angle of 17 degrees 22 minutes 57 seconds, for an arc distance of 297.31 feet (chord of said arc being North 34 degrees 46 minutes 46 seconds West, 296.18 feet); thence North 43 degrees 28 minutes 14 seconds West, for a distance of 2,066.04 feet to the point on a non tangent curve concave to the northeast; thence along said curve with a radius of 620.00 feet, through a central angle of 20 degrees 09 minutes 19 seconds, for an arc distance of 218.10 feet (chord of said arc being North 33 degrees 23 minutes 35 seconds West, 216.98 feet); thence North 23 degrees 18 minutes 56 seconds West, for a distance of 835.80 feet to a point of curve to the right; thence along said curve with a radius of 1,520.00 feet through a central angle of 10 degrees 21 minutes 23 seconds, for an arc distance of 274.74 feet (chord of said arc being North 18 degrees 08 minutes 15 seconds West, 274.37 feet); thence North 12 degrees 57 minutes 34 seconds West, along aforesaid Westerly right of way line of said 40' easement and a projection thereof, for a distance of 609.43 feet to the approximate centerline of County Road 388; thence leaving said projection run South 89 degrees 00 minutes 07 seconds East, along said approximate centerline, for a distance of 54.61 feet; thence leaving said approximate centerline run South 12 degrees 57 minutes 34 seconds East, for a distance of 596.26 feet to a point of curve to the left; thence along said curve with a radius of 1,467.00 feet through a central angle of 10 degrees 21 minutes 23 seconds, for an arc distance of 265.16 feet (chord of said arc being South 18 degrees 08 minutes 15 seconds East, 264.80 feet); thence South 23 degrees 18 minutes 56 seconds East, for a distance of 835.80 feet to a point of curve to the left; thence along said curve with a radius of 567.00 feet through a central angle of 20 degrees 14 minutes 43 seconds, for an arc distance of 200.35 feet (chord of said arc being South 33 degrees 26 minutes 18 seconds East, 199.31 feet); thence South 43 degrees 33 minutes 40 seconds East, for a distance of 2,161.02 feet to a point of curve to the right; thence along said curve with a radius of 400.00 feet

through a central angle of 17 degrees 28 minutes 22 seconds, for an arc distance of 121.98 feet (chord of said arc being South 34 degrees 49 minutes 29 seconds East, 121.51 feet); thence South 26 degrees 05 minutes 17 seconds East, for a distance of 493.28 feet to a point of curve to the right; thence along said curve with a radius of 600.00 feet through a central angle of 29 degrees 07 minutes 57 seconds, for an arc distance of 305.07 feet (chord of said arc being South 11 degrees 31 minutes 19 seconds East, 301.80 feet); thence South 03 degrees 02 minutes 40 seconds West, for a distance of 738.26 feet to a point of curve to the left; thence along said curve with a radius of 967.00 feet through a central angle of 11 degrees 13 minutes 32 seconds, for an arc distance of 189.46 feet (chord of said arc being South 02 degrees 34 minutes 06 seconds East, 189.15 feet); thence South 08 degrees 10 minutes 52 seconds East, for a distance of 83.86 feet; thence South 53 degrees 10 minutes 14 seconds East, for a distance of 73.55 feet to a point of curve to the right; thence along said curve with a radius of 525.00 feet through a central angle of 17 degrees 20 minutes 07 seconds, for an arc distance of 158.84 feet (chord of said arc being South 44 degrees 30 minutes 10 seconds East, 158.24 feet) to a point of reverse curve to the left; thence along said curve with a radius of 565.00 feet, through a central angle of 06 degrees 26 minutes 20 seconds, for an arc distance of 63.49 feet (chord of said arc being South 39 degrees 03 minutes 16 seconds East, 63.46 feet); thence South 42 degrees 16 minutes 26 seconds East, for a distance of 130.65 feet to a point of curve to the right; thence along said curve with a radius of 632.00 feet through a central angle of 12 degrees 29 minutes 30 seconds, for an arc distance of 137.79 feet (chord of said arc being South 36 degrees 01 minutes 41 seconds East, 137.52 feet); thence South 29 degrees 46 minutes 56 seconds East, for a distance of 252.28 feet to a point of curve to the right; thence along said curve with a radius of 633.00 feet through a central angle of 12 degrees 38 minutes 00 seconds, for an arc distance of 139.57 feet (chord of said arc being South 23 degrees 27 minutes 56 seconds East, 139.29 feet); thence South 17 degrees 08 minutes 56 seconds East, for a distance of 537.73 feet to a point of curve to the right; thence along said curve with a radius of 325.00 feet through a central angle of 16 degrees 46 minutes 07 seconds, for an arc distance of 95.12 feet (chord of said arc being South 08 degrees 45 minutes 52 seconds East, 94.78 feet); thence South 00 degrees 22 minutes 48 seconds East, for a distance of 119.15 feet to a point of curve to the left; thence along said curve with a radius of 525.00 feet through a central angle of 27 degrees 32 minutes 06 seconds, for an arc distance of 252.30 feet (chord of said arc being South 14 degrees 08 minutes 51 seconds East, 249.88 feet); thence South 27 degrees 54 minutes 54 seconds East, for a distance of 54.30 feet to a point of curve to the right; thence along said curve with a radius of 1,200.00 feet through a central angle of 10 degrees 40 minutes 36 seconds, for an arc distance of 223.61 feet (chord of said arc being South 22 degrees 34 minutes 37 seconds East, 223.29 feet) to a point of reverse curve to the left; thence along said curve with a radius of 175.00 feet, through a central angle of 40 degrees 43 minutes 30 seconds, for an arc distance of 124.39 feet (chord of said arc being South 37 degrees 36 minutes 04 seconds East, 121.79 feet) to a point of reverse curve to the right; thence along said curve with a radius of 500.00 feet, through a central angle of 31 degrees 19 minutes 02 seconds, for an arc distance of 273.29 feet (chord of said arc being South 42 degrees 18 minutes 18 seconds East, 269.90 feet); thence South 26 degrees 38 minutes 47 seconds East, for a distance of 550.79 feet to a point 20 feet North of the Northerly right of way line of the aforesaid Gulf Power Company Easement; thence North 64

degrees 53 minutes 52 seconds East, 20' North of and parallel with said Northerly right of way, for a distance of 646.68 feet; thence South 25 degrees 06 minutes 08 seconds East, for a distance of 20.00 feet to a point on the said Northerly right of way line; thence South 64 degrees 53 minutes 52 seconds West, along said Northerly right of way line, for a distance of 36.24 feet; thence leaving said Northerly right of way line run South 48 degrees 50 minutes 47 seconds East, for a distance of 163.87 feet to a point on the Southerly right of way line of said easement; thence South 64 degrees 53 minutes 52 seconds West, along said Southerly right of way line, for a distance of 21.85 feet; thence leaving said Southerly right of way line run North 48 degrees 50 minutes 47 seconds West, for a distance of 163.87 feet to the aforesaid Northerly right of way line; thence South 64 degrees 53 minutes 52 seconds West, along said Northerly right of way line, for a distance of 642.71 feet to the POINT OF BEGINNING. Containing 11.065 acres, more or less.

Less and except the right of way of County Road 388.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 24, 2014

Northwest Florida Water Management District v. Jan Sebastian, State of Florida, Division of Administrative Hearings, Case No. 14-2793. This case has been settled. The parties have reached an agreement by which Mrs. Sebastian has entered into a Consent Order with the District. The Consent Order requires Mrs. Sebastian to have the emergency spillway of the dam at issue engineered by a licensed professional engineer such that the design complies with applicable environmental resource permitting rules and restore the emergency spillway to the approximate configuration it had prior to the unauthorized alterations to the emergency spillway. The restoration work must be completed within 180 days of approval by the District. In the event Mrs. Sebastian does not comply with the Consent Order, she agrees that the District shall be immediately entitled to a judgment from the Leon County Circuit Court which shall order compliance with the Consent Order and reserve jurisdiction to assess damages and penalties.