

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: Nick Wooten, Director, Resource Management Division

DATE: September 24, 2015

SUBJECT: Consideration of Fiscal Year 2015-2016 Funding Agreements for Springs Restoration Projects

Recommendation

Staff recommends the Governing Board authorize the Executive Director to enter into agreements with the Florida Department of Environmental Protection (FDEP) to receive \$15,088,568 in new grant funding and to enter into agreements utilizing the funding to implement springs restoration projects in Northwest Florida.

Discussion

The FDEP is providing the District \$15,088,568 to implement springs protection projects in the Wakulla Springs groundwater contribution area in Wakulla and Leon counties; the Jackson Blue Spring groundwater contribution area in Jackson County; and the Econfina Creek Springs Complex contribution area in Bay County. Combined with \$2,783,333 in matching funding from participating local governments and producers, this funding will contribute an estimated \$17,871,901 towards springs restoration and protection in the District.

The District will amend an existing agreement with Wakulla County to provide an additional \$5,800,000 to complete two wastewater improvement projects (Magnolia Gardens and Wakulla Gardens). This increases the total grant funding for Wakulla County for FY 2014-2015 and FY 2015-2016 to \$10,400,000 for springs protection. These projects will connect up to an estimated 716 residences, currently on septic tank systems, to the County's central sewer system. This will reduce nitrogen from septic tanks leaching into the Floridan Aquifer in the Wakulla Spring Contribution Area and is expected to reduce total nitrogen loading to the contribution area by approximately 21,000 pounds per year. Wakulla County will provide an estimated \$7,713,200 in matching funding to upgrade the Otter Creek wastewater treatment plant (WWTP) near Sopchoppy to Advanced Wastewater Treatment (AWT) standards and provide public access reuse irrigation at the Wildwood Golf Course. These projects are expected to be completed within two years.

The District will amend an existing agreement with Leon County to provide an additional \$1,950,000 to complete the Woodside Heights wastewater improvement project in southern Leon County. This increases the total grant funding for Leon County for FY 2014-2015 and FY 2015-2016 to \$2,450,000 for the Woodside Heights project. The County will provide \$2,450,000 in matching funding to complete this project. This project will connect up to an estimated 200 residences, currently on septic tank systems, to the City of Tallahassee's central sewer system. The City's WWTP was recently upgraded to AWT standards significantly reducing nitrogen concentrations in the treatment process. This project is projected to reduce total nitrogen loading to

the Floridan Aquifer in the Wakulla Spring Contribution Area by approximately 5,980 pounds per year.

An additional \$1,000,000 in grant funding will be provided for a third year for the Jackson Blue Spring Agricultural Best Management Practice (BMP) Equipment Cost Share Grant Program in Jackson County. The District will enter into contracts with producers, up to a maximum of \$75,000 per producer, to provide 75 percent of the equipment costs with producers providing 25 percent the equipment cost. Producers will provide \$333,333 in matching funding for this grant cycle. Equipment eligible through this grant program includes: light-bar GPS guidance systems to prevent application overlap, flow meters and timer operated shut-off devices for center pivot/fertigation systems, variable rate and section control spreaders to adjust the fertilizer application rate controls for in-field variability, and other management tools that comply with Florida Department of Agriculture and Consumer Services' (FDACS) BMPs. This project is expected to be completed in one year, depending on producer participation.

The District will enter into an agreement with Jackson County to provide \$1,450,000 in grant funding extend central sewer service to the lower Indian Springs subdivision connecting up to approximately 125 homes to the City of Marianna's wastewater treatment facility. The County will provide an additional \$500,000 toward this project. This will reduce nitrogen from septic tanks leaching into the Floridan Aquifer in the Jackson Blue Spring Contribution Area and is expected to reduce total nitrogen loading by approximately 1,860 pounds per year. This project is expected to be completed within two years.

The District will receive \$4,786,568 in grant funding from FDEP to acquire (through either fee or less-than-fee means) two tracts of land that total approximately 992 acres adjacent to Jackson Blue Spring in Jackson County. The Blue Springs Plantation Tract is about 394 acres and lies directly over the primary conduit system of the spring. The Lakeshore Farms parcel has about 598 agricultural acres and also lies over the primary conduit system of the spring. Estimated nitrogen reduction for Lakeshore farms is about 10,300 pounds annually. If acquired, both tracts will provide protection and nutrient load reductions for Jackson Blue Spring. Given the proximity to Jackson Blue Spring and Jackson County's ongoing development of ecotourism opportunities, as well as the County's cultural and historical trail network and other recreational programs, District staff will also explore cooperative partnerships with the County to provide resource-based recreation activities on these parcels.

The District will receive \$102,000 in grant funding from FDEP to purchase and restore a three-acre parcel that has more than 1,000 feet of shoreline along the west bank of Econfina Creek immediately south of SR 20. It is adjacent to District property to the north and east and adjoins the Gainer Spring property to the southwest. The property was previously used as a canoe livery with cleared areas that were used for parking. If acquired, the District will complete shoreline restoration on the property and restore the adjacent disturbed floodplain using geotechnical materials and native vegetation (trees, shrubs, and groundcover plants). After shoreline and habitat restoration and protection are complete, the entire site will be fenced and closed for approximately 12 months to allow for stabilization and a landscape plant grow-in period.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

THROUGH: Brett J. Cyphers, Executive Director
W. Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Resource Management Division

FROM: Paul Thorpe, Chief, Bureau of Environmental and Resource Planning

DATE: September 24, 2015

SUBJECT: Consideration of Supplemental Funding for the Town of Jay Asbestos Watermain Replacement Project

Recommendation

Staff recommends that the Governing Board authorize the Executive Director to execute an amendment to the District's grant agreement with the Town of Jay, providing up to \$24,000 in supplementary funding for the Town of Jay Asbestos Watermain Replacement project.

Discussion

In February 2014, the Governing Board awarded a grant of \$663,024 to the Town of Jay for the Asbestos Watermain Replacement project. The construction bids for this project were higher than expected, resulting in a funding shortfall for the project. After incorporating cost-saving measures, such as using local procurement of supplies and materials, the Town requested up to \$24,000 in supplementary funding from the District to complete the entire project as originally proposed. Identifying the additional required funding at this point will avoid any interruption in construction and thus save additional mobilization costs that might otherwise be incurred.

The Town of Jay is a rural community of approximately 530 residents in northern Santa Rosa County. Through this project, the Town will replace more than 8,000 linear feet of four-inch to eight-inch asbestos concrete water pipe within the Town's potable water distribution system. Construction was initiated in August 2015. Upon completion, the Town will have replaced aging, deteriorated water lines, reducing water loss from the distribution system and protecting public health and welfare.

With Governing Board approval of supplementary funding as requested, the total grant awarded to the Town of Jay will not exceed \$687,024.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

FROM: Division of Resource Management

DATE: September 24, 2015

SUBJECT: Consideration of FDEP Agreement S0775, Amendment #1, Enhanced Hydrologic and Water Quality Monitoring of Wakulla Spring, Jackson Blue Spring and Gainer Spring

Recommendation:

Staff recommends that the Governing Board approve and authorize the Executive Director to execute Amendment 1 to Agreement S0775 with the Florida Department of Environmental Protection (FDEP) for the purpose of enhanced hydrologic and water quality monitoring of Wakulla Spring, Jackson Blue Spring and Gainer Spring.

Discussion:

The District is requesting funding from FDEP for instrumentation and monitoring assistance to support Minimum Flow and Levels (MFL) development for Wakulla Spring, Jackson Blue Spring and Gainer Spring. The first magnitude springs are 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 hydrologic and water quality data will aid in the development of water budgets and 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 includes ecological monitoring of Wakulla and St. Marks Rivers; USGS monitoring of four surface water sites; hydrodynamic data collection for the Wakulla and St. Marks Rivers; salinity monitoring of wells in the Woodville Karst Plain; five new groundwater level monitoring stations in the Econfina Creek groundwater contribution area; and a series of ecological transects in Merritt's Mill Pond and Spring Creek (Jackson County).

The additional revenue for this program for Fiscal Year 2015-2106 is based on a reimbursement schedule not to exceed \$290,770.

DEP AGREEMENT NO. S0775
AMENDMENT NO.1

THIS AGREEMENT as entered into on the 11th day of December, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as the "Grantee") is hereby amended.

WHEREAS, the Grantee has requested and the Department has approved additional legislative funding for the expansion of instrumentation and monitoring assistance services provided under the Agreement; and,

WHEREAS, the Agreement needs to be amended to reflect this additional funding; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Page 1 of the Agreement is hereby revised as follows:

PURSUANT TO LINE ITEM 1648C OF THE 2011-2012 GENERAL APPROPRIATIONS ACT

-- Paragraph 3.A is hereby revised to change the total compensation amount from \$510,000 to \$800,770 (an increase of \$290,770).

-- Paragraph 3.D is hereby deleted in its entirety and replaced with the following:

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. Salaries/Wages – List personnel involved, salary rates and hours/time spent on project in accordance with **Attachment A-1, Revised Grant Work Plan**.
- ii. Overhead/Indirect/General and Administrative Costs – 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 the Grantee 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.
 - a. Fringe Benefits – Shall be calculated at the rate of ____% of direct salaries [**OR**] Actual costs not to exceed the budget amount identified in Attachment A
 - b. Indirect Cost – Shall be calculated at the rate of ____% of direct (based on the approved indirect rate, include details, for example: total direct cost or salaries & fringe or whatever the approved rate identifies).
- iii. 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.
- iv. **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**.

-- Paragraph 16 is hereby deleted in its entirety and hereby replaced with the following:

- 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	
Division of Environmental Assessment and Restoration	
2600 Blair Stone Road, MS# 3575	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-8230
Fax No.:	(850) 245-8236
E-mail Address:	James.dodson@dep.state.fl.us

-- Attachment A, Grant Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1, Revised Grant Work Plan**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment A shall hereinafter refer to **Attachment A-1, Revised Grant Work Plan**.

-- Attachment E, Special Audit Requirements, Page 5 of 5 is hereby deleted in its entirety and replaced with Attachment E, Special Audit Requirements, Page 5 (Revised) of 5, attached hereto and made a part of the Agreement.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 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

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

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

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Grant Work Plan (5 Pages)
Attachment	E	Special Audit Requirements, Page 5 (Revised) of 5 (1 Page)

ATTACHMENT A-1
REVISED GRANT WORK PLAN
Northwest Florida Water Management District (NFWFMD)
Enhanced Hydrologic and Water Quality Monitoring of
Wakulla Springs, Econfina Creek Springs, and Jackson Blue Spring

PROJECT OVERVIEW

The Grantee is requesting additional funding for instrumentation and monitoring assistance to support Basin Management Action Plan (BMAP) and Minimum Flows and Levels (MFL) development for Wakulla Springs and Jackson Blue Spring and MFL development for the Econfina Creek Springs Complex. Wakulla, Jackson Blue and Gainer are all first magnitude springs which are high priority water bodies for the Grantee and the Department. The monitoring activities will provide data to benefit the MFL and Total Maximum Daily Load (TMDL)/BMAP programs by providing groundwater elevations and water quality data to calibrate hydrologic and statistical models. This additional information will also aid in the development of ecologic models needed for assessing flow requirements for spring and river runs. Groundwater level and salinity monitoring, ecosystem modeling, and hydrologic modeling are essential to the successful development of MFLs and BMAPs for these springs.

TASK III – WAKULLA AND ST. MARKS RIVERS ECOLOGIC SURVEY
Cost Reimbursement Task Not To Exceed \$ 56,460

This task includes consultant services for completion of two rounds of ecological surveys and reporting at three (3) locations on the Wakulla and St. Marks Rivers. Services include habitat surveying, data collection and reporting. Data required for Physical Habitat Simulation (PHABSIM) modeling will be collected along sample transects established downstream of the St. Marks River Rise and Wakulla Spring. PHABSIM transects will be co-located with channel cross sections and elevations established for the MFL hydrologic model. PHABSIM data collection requires sampling during periods of high, medium, and low flows. Mean water-column velocity, depth, and substrate/cover for transect sets -- three (3) transects per set -- established at hydrologically “typical” stream reaches will be measured and recorded at low flows, medium flows, and high flows. One (1) set of transects is being accomplished this year under NFWFMD funding; the remaining two (2) sets, collected under different flow regimes, will be completed with the requested funds.

Task III: DELIVERABLES:

Copy of the contract and task order(s) between the Grantee and the subcontractor; documentation of ecologic survey data and technical memo summarizing survey results; documentation verifying the purchase, receipt and payment for the ecologic surveying at the sites listed in Table 1.

Task III: PERFORMANCE STANDARDS:

Table 1 –Ecological Transect Locations

Site ID	Site Name
T1	Wakulla River 1
T2	Wakulla River 2
T3	Wakulla River 3
T4	St. Marks River 1
T5	St. Marks River 2
T6	St. Marks River 3

TASK IV – U.S. Geological Survey (USGS) SWALLET MONITORING
Cost Reimbursement Task Not To Exceed \$97,000

This request includes monitoring assistance from the USGS. The Grantee will contract with the USGS for the operation and maintenance of four (4) sites and parameters listed in Table 2 (SD-5, SD-6, SD-7, SD-9) at a cost of \$97,000 for the period of October 1, 2015 through September 30, 2016.

Task IV: DELIVERABLES:

Copy of the Agreement between the Grantee and the USGS; posting of the USGS monitoring data at the Florida Water Science Center website.

Task IV: PERFORMANCE STANDARDS:

Table 2 – USGS Swallet Monitoring Locations

Site ID	Site Name	Stage	Discharge	Water Quality Temp./Specific Conductance	Water Quality Colored Dissolved Organic Matter (CDOM)
SD-5	Lost Creek at Arran Road	X	X	X	X
SD-6	Lost Creek at US 319	X			
SD-7	Fisher Creek Near Spring Hill SR 373	X	X	X	X
SD-9	Black Creek at SR267	X	X	X	X

**TASK V – WAKULLA RIVER AND ST. MARKS RIVER HYDRODYNAMIC DATA COLLECTION
Cost Reimbursement Task Not To Exceed \$50,000**

As part of the NFWFMD MFL program, a hydrodynamic model is needed to determine the freshwater needs of the St. Marks Estuary. This task includes data collection and continuous monitoring of stage and salinity at one (1) location on the Wakulla River upstream of the confluence with the St. Marks River, one (1) location on the St. Marks River above the confluence, and one (1) location on the St. Marks River downstream of the confluence. Each location will have two (2) datasondes (one placed 0.1m above the channel bottom and the other placed 0.3m below the mean-low water level) recording water level elevation, temperature, and specific conductance. The funding request is for twelve (12) months of consultant services for operation and maintenance of the monitoring equipment and reporting of the hydrologic data.

Task V: DELIVERABLES:

Copy of the contract and task order(s) between the Grantee and the subcontractor; monitoring data in digital format; technical report summarizing data collection and monitoring results.

Task V: PERFORMANCE STANDARDS:

**TASK VI: WAKULLA COUNTY FLORIDAN AQUIFER SALINITY MONITORING
Cost Reimbursement Task Not To Exceed \$3,000**

This task funds the salinity monitoring of the six (6) wells identified in Table III located in the vicinity of Wakulla Spring and Spring Creek. Each well will be visited monthly and profiled to total depth with a submersible recording datasonde for specific conductance and temperature. The monitoring data will be used to track changes in aquifer characteristics under varying discharge conditions at Wakulla Spring and Spring Creek. Funding under this task includes the purchase of a specific conductance/temperature datasondes.

Table 3 – Wakulla County Floridan Aquifer Salinity Monitoring Wells

Well ID	Aquifer	Well Name	Well/Casing Depths
7494	Floridan	Nitrate #3	270/250
7495	Floridan	Nitrate #4	70/50
7492	Floridan	Nitrate #1	247/229
342	Floridan	USGS – Lester Lewis	83/35
7493	Floridan	Nitrate #2	120/105
554	Floridan	Purdom #4	106/71

Task VI: DELIVERABLES:

Monitoring data in digital format; technical memo summarizing data collection and monitoring results.

Task VI: PERFORMANCE STANDARDS:

**TASK VII: ECONFINA CREEK AND SPRINGS GROUNDWATER MONITORING
Cost Reimbursement Task Not To Exceed \$7,500**

This task includes the purchase of five groundwater level recording instruments for deployment and data collection at existing monitor wells located in the Econfina Creek springs complex groundwater contributions area. The data will provide information for use in calibrating groundwater models and assessing suitability for springs discharge calculation.

Table 4 – Econfina Creek Monitoring Wells

Well ID	Aquifer	Well Name	Well/Casing Depths
5691	Floridan	NWFWMD-Section 20	290/195
5958	Floridan	NWFWMD-George’s 40	270/170
5950	Floridan	NWFWMD-Trapp Pond	331/224
5960	Floridan	NWFWMD-Porter Pond	263/165
5952	Floridan	NWFWMD-Greenhead	249/187

Task VII: DELIVERABLES:

Monitoring data in digital format; technical memo summarizing data collection and monitoring results.

Task VII: PERFORMANCE STANDARDS:

TASK VIII – JACKSON BLUE SPRING ECOLOGICAL SURVEY, PHASE I

**SubTask A – Site Selection and Field Reconnaissance
Cost Reimbursement Task Not To Exceed \$ 26,810**

This task includes compilation of relevant GIS database layers (e.g, LiDAR, NWI, land cover, soils, aerial photography), followed by a GIS-based review to select preliminary transect locations to collect hydraulic and ecologic data along the shoreline of Merritt’s Mill Pond and Spring Creek. Following the GIS-based review, field reconnaissance will be performed to confirm general site conditions, wetland community types and channel characteristics. Selected transect locations will be flagged and GPS coordinates obtained. It is anticipated that at least five (5) to ten (10) transect locations will be selected to encompass the variations in channel conditions and floodplain communities along Merritt’s Mill Pond and Spring Creek.

Task VIII SubTask A: DELIVERABLES:

Copy of the contract and task order(s) between the Grantee and the subcontractor; technical memorandum describing the GIS-based review and shapefiles of the preliminary and final transects locations.

Task VIII SubTask A: PERFORMANCE STANDARDS:

**SubTask B – Collect Data on Floodplain and Channel Cross-Sections
Cost Reimbursement Task Not To Exceed \$ 50,000**

Prior to collecting ecological data, the floodplain and channel cross-sections will need to be surveyed to obtain detailed topography. Temporary benchmarks may set at selected transects to aid designate future surveying efforts. It is anticipated that between five (5) and ten (10) transects will be surveyed. Floodplain and channel cross-sections will be used in future hydraulic modeling of the system as well as in various ecological assessments.

Task VIII SubTask B: DELIVERABLES:

Copy of the contract and task order(s) between the Grantee and the subcontractor; surveyed channel and floodplain cross-sections.

Task VIII SubTask B: PERFORMANCE STANDARDS:

PROJECT TIMELINE

Task No.	Task Title	Anticipated Start Date	Anticipated Completion Date
III	Wakulla and St. Marks Rivers Ecologic Survey	October 1, 2015	June 30, 2016
IV	USGS Swallet Monitoring	October 1, 2015	September 30, 2016
V	Wakulla River and St. Marks River Hydrodynamic Data Collection	October 1, 2015	September 30, 2016
VI	Wakulla County Floridan Aquifer Salinity Monitoring	October 15, 2015	September 15, 2016
VII	Econfina Creek and Springs Groundwater Monitoring	October 30, 2015	September 30, 2016
VIII-A	JBS Eco. Survey Phase 1 – Site Selection	June 1, 2016	June 30, 2016
VIII-B	JBS Eco. Survey Phase 1 – Cross Sections	July 1, 2016	August 31, 2016

PROJECT BUDGET BY CATEGORY AND TASK:

Task No.	Category	DEP Funding
III	Contractual	\$56,460
	Total for Task	\$56,460
IV	Contractual	\$97,000
	Total for Task	\$97,000
V	Contractual	\$50,000
	Total for Task	\$50,000
VI	Equipment	\$3,000
	Total for Task	\$3,000
VII	Equipment	\$7,500
	Total for Task	\$7,500
VIII-A	Contractual	\$26,810
	Total for Task	\$26,810
VIII-B	Contractual	\$26,810
	Total for Task	\$50,000
	Project Total	\$290,770

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 Initiative Grant Program	\$510,000.00	105016
Amendment No. 1	General Revenue Fund, Line Item 1648C	2011-2012	37.052	Florida Springs Initiative Grant Program	(\$510,000.00)	140147
Amendment No. 1	General Revenue Fund, Line Item 1648C	2011-2012	37.052	Florida Springs Initiative Grant Program	\$800,770.00	140147

Total Award					\$ 800,770.00	
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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.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
Nick Wooten, Director, Division of Resource Management
Kris Barrios, Chief, Bureau of Hydrology & Engineering

FROM: Jerrick Saquibal, Hydrologist IV – Resource Management Division

DATE: September 21, 2015

SUBJECT: Consideration of New FEMA Cooperating Technical Partner Funding for Fiscal Year 2015 - 2016

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 \$646,472 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 Lower Choctawhatchee 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. The Risk Mapping, Assessment, and Planning (Risk MAP) program, started in Fiscal Year 2009, helps communities identify, assess, and reduce their flood risk and communicate that risk visually to residents and businesses.

FEMA, for Fiscal Year 2015-2016, has awarded the District grant funding of \$646,472 to continue Risk MAP work. This will include updating flood hazard maps in the Lower Choctawhatchee Watershed, 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) 12, which will be amended to the District's CTP agreement.

NWMWMD FEMA FY 2015 - 2016 FUNDING ALLOCATIONS

Activity	County/Watershed	Funding Plan
Risk MAP Project to Improve and Update Flood Hazard Maps – Through Preliminary Map Issuance	Lower Choctawhatchee	\$500,000
Project Management	All	\$104,472
Community Engagement and Risk Communication	All	\$42,000
Total Award		\$646,472

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Resource Management Committee

FROM: Division of Resource Management

DATE: September 28, 2015

SUBJECT: Consideration of City of Tallahassee and Leon County Contract for Stormwater Flow Monitoring

Recommendation:

Staff recommends approval of 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.

Discussion:

The City of Tallahassee and Leon County have requested the District continue a stormwater flow monitoring program that includes the operation of 55 surface water and rainfall data collection stations in the City and County. The amendment also adds the City of Tallahassee as a funding partner for operation of the USGS Spring Creek Springs flow gauge in Wakulla County. The attached agreement provides the District with \$138,973 for staff and equipment costs for Fiscal Year 2015-2016.

The District has operated this stormwater monitoring network for the City and County for more than 20 years. The monitoring program provides storm event and base flow discharge data for the major drainage basins in the City and County. The data provides continuous records of rainfall and surface water discharges that are used to design and implement improvements in the stormwater drainage system. Improvements to the drainage system help reduce flooding and improve water quality.

This contract also includes the operation of a real-time satellite telemetry flood warning network in the Leon County Area. This monitoring network is a cooperative program between the District, Leon County and the City of Tallahassee. The network includes 41 emergency flood warning stream and rainfall stations that provide real-time rainfall and water level data to help identify developing flood conditions so emergency management staff can respond as quickly as possible.

AMENDMENT NO. 1 TO STORMWATER FLOW MONITORING CONTRACT**CONTRACT NO. 15-012**

This AMENDMENT, entered into the last date noted below, by and among the City of Tallahassee, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "CITY", LEON COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and the Northwest Florida Water Management District, an agency operating under the authority of Chapter 373, Florida Statutes, hereinafter referred to as the "DISTRICT", provides for the continuation of the Stormwater Flow Monitoring Contract (No. 15-012) between the aforementioned parties for an additional one-year period through September 30, 2016. The compensation section of the Contract is also amended to provide an additional \$60,721 from the COUNTY and an additional \$78,252 from the CITY for a total of \$138,973 in compensation to the DISTRICT for the one-year continuation period.

This Contract may be continued for additional one-year periods as provided for and pursuant to the provisions of paragraph twelve of the original Contract.

The operation and maintenance of the Stormwater Flow Monitoring Program by the DISTRICT for the 2015/2016 contract period is described in "ATTACHMENT A (2015/2016 Revision)" which is attached hereto and made a part hereof by reference.

The CITY and the COUNTY shall have the option to separately request the DISTRICT to provide supplementary monitoring services as provided for and pursuant to the provisions of paragraph eleven of the original Contract. Compensation for Supplementary Monitoring services shall be invoiced to the party requesting the services in accordance with the fee schedule described in "ATTACHMENT D (2015/2016 Revision)" which is attached hereto and made part hereof by reference. All supplementary services shall be invoiced quarterly to the party requesting the services as provided for and pursuant to the provisions of paragraph nine of the original Contract.

Supplementary monitoring services requested by the CITY are described in "ATTACHMENT B (2015/2016 Revision)" which is attached hereto and made a part hereof by reference.

Supplementary monitoring services requested by the COUNTY are described in "ATTACHMENT C (2015/2016 Revision)" which is attached hereto and made a part hereof by reference.

The CITY and the COUNTY agree to cooperate with an inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S.

All other items and conditions of the original Contract remain in full force and effect.

The parties hereto have duly executed this AMENDMENT in quintuplicate on the day and year indicated below, to indicate the continued performance under the Contract through September 30, 2016.

LEON COUNTY, FLORIDA

By: _____
County Administrator

Date: _____

ATTEST:
Bob Inzer, Clerk of the Circuit Court and
Comptroller, Leon County, Florida

Approved as to Form:
Leon County Attorney's Office

By: _____

By: _____
Herbert W. A. Thiele, Esq.

Date: _____

Date: _____

CITY OF TALLAHASSEE

ATTEST:

By: _____
City Treasurer-Clerk

By: _____
City Manager

Date: _____

Date: _____

Approved as to Form:
City Attorney's Office

By: _____
City Attorney

Date: _____

**NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

By: _____
Brett Cyphers
Executive Director

Date: _____

**ATTACHMENT A
(2015/2016 Revision)**

**Stormwater Monitoring Project
Joint Stormwater Monitoring Program**

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

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

Monitoring Station Descriptions

<u>Station Type</u>	<u>Number of Sites</u>	<u>Station Map Number (see attached map)</u>
Stream Discharge	9	4, 6, 10 ^a , 14, 15 ^a , 20 ^a , 72 ^a , 100 ^a , 128
Stream Stage	4	19 ^a , 662 ^c , 750 ^a , 660 ^a
Stream Stage/Velocity	1	35 ^a
Stream Stage/Rainfall	1	125/125
Stream Discharge/Rainfall	2	3/601 ^a , 31/618 ^a
Rainfall station	<u>10</u>	602 ^a , 605 ^a , 606, 610 ^a , 613 ^a , 616 ^a , 623 ^a , 626 ^a , 628 ^a , 631 ^a
Total Stations	27	

Annual Station Operation and Maintenance^(b)

<u>Station Type</u>	<u>Annual Cost</u>	<u># Stations</u>	<u>Total Cost</u>
Stream Discharge	\$ 3,130.00	9	\$ 28,170.00
Stream Stage	\$ 1,910.00	4	\$ 7,640.00
Stream Stage/Velocity	\$ 3,330.00	1	\$ 3,330.00
Stage/Rainfall Station	\$ 2,230.00	1	\$ 2,230.00
Stream Discharge/Rainfall	\$ 3,330.00	2	\$ 6,660.00
Rainfall Station	\$ 1,910.00	10	\$ 19,100.00
		Subtotal	\$ 67,130.00

Annual Data Telemetry Service

<u>Telemetry Service</u>	<u>Annual Cost</u>	<u># Stations</u>	<u>Total Cost</u>
Iridium Standby	\$ 24.00	21	\$ 504.00
Verizon Cellular	\$ 12.00	21	\$ 252.00
		Subtotal	\$ 756.00

TOTAL PROJECT COST

\$ 67,886.00

City of Tallahassee Annual Cost (50% of Total Project Cost)

\$ 33,943.00

Leon County Annual Cost (50% of Total Project Cost)

\$ 33,943.00

(a) Site uses Verizon telemetry with Iridium satellite telemetry as emergency back-up.

(b) Station Operation and Maintenance includes: maintenance, operation, data retrieval in a computerized format, discharge measurements at stream stations, computation of station flow rating, display of near real-time data on the District's website, storage of data in District Surface Water Database, monthly data reports, and delivery of digital data collected on the Project. All stormwater monitoring equipment operated, maintained, purchased or replaced for the Joint City/County Stormwater Monitoring Program, shall remain as property of the District, except platforms used to mount monitoring equipment.

(c) Telemetry via Verizon Virtual Private Network.

**ATTACHMENT B
(2015/2016 Revision)**

Stormwater Monitoring Project
Revised Cost Schedule – Amendment No. 1
Supplementary Monitoring Services – City of Tallahassee

The City Monitoring Services includes the operation and maintenance of 18 surface water and rainfall data collection stations for the City of Tallahassee. The cost estimates for maintaining and operating this program are provided below. These monitoring stations will provide hydrologic data for City of Tallahassee. Operation of individual stations can be discontinued at the request of the City during the period of this Contract. The District will invoice the City quarterly for the pro-rated operational costs for active stations.

Operational Services

<u>Station Type</u>	<u>Number of Sites</u>	<u>Station Location (map number)</u>	<u>Annual Cost</u> ^(a)
Stage stations	6	Two Southwood Stormwater Ponds (698, 699) RSF (688) East Drainage Ditch FEMA Stations (831, 832, 833)	\$ 11,460.00
Telemetered Stage	5	Central DD, Boone Blvd, Killlearn Lakes (687 ^c , 689 ^c , 784 ^b , 785 ^b , 786 ^b)	\$ 9,550.00
Telemetered Rainfall	6	City Rainfall Network (681 ^c , 682 ^c , 683 ^c , 684 ^c , 685 ^c , 686 ^c)	\$ 11,460.00
Continued Maintenance of ALERT Equipment	6	City “ALERT” Network (681, 682, 683, 684, 685, 686)	\$ 1,200.00
USGS Coop Station	1	Spring Creek (1/3 cost share)	\$ 10,315.00
TOTAL OPERATIONAL SERVICES COST			\$ 43,985.00

Annual Data Telemetry Services

<u>Telemetry Type</u>	<u>Annual Cost</u>	<u># Stations</u>	<u>Annual Cost</u>
Iridium Standby	\$ 24.00	8	\$ 192.00
Verizon 10MB/month	\$ 12.00	11	\$ 132.00
TOTAL DATA TELEMETRY SERVICES COST			\$ 324.00
TOTAL SUPPLEMENTARY SERVICES COST			\$ 44,309.00

- (a) Annual cost for Station Operation and Maintenance is \$1,910.00 for stream or rainfall stations, \$2,230.00 for stream plus rainfall stations, and \$3,130.00 for stream discharge stations. Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine readable format, display of real-time data on the District’s website, storage of data in District’s Surface Water Database, monthly data reports, and delivery of digital data collected on the Project. The City maintains ownership of the ALERT equipment and materials for the monitoring stations. The City will be responsible for repair costs, replacement equipment and materials for ALERT equipment in this program.
- (b) Telemetry via Verizon Virtual Private Network.
- (c) Site uses Verizon Virtual Private Network with Iridium back-up.

**ATTACHMENT C
(2015/2016 Revision)**

**Stormwater Monitoring Project
Revised Cost Schedule – Amendment No. 1
Supplementary Monitoring Services - Leon County**

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

Operational Services

<u>Station Type</u>	<u>Number of Sites</u>	<u>Station Location (map number)</u>	<u>Total Annual Cost</u> ^(a)
Stage Station	1	Lauder Pond (680)	\$ 1,910.00
Telemetered Rainfall	1	Commonwealth Blvd (648 ^b)	\$ 1,910.00
Telemetered Rainfall	5	Capital Area Flood Warning Network (654 ^c , 753 ^c , 803 ^c , 804 ^c , 827 ^b)	\$ 9,550.00
Telemetered Stage+Discharge	1	Lake Munson Outfall (776 ^b)	\$ 3,130.00
Telemetered Stage+Rainfall	3	Capital Area Flood Warning Network (555 ^c , 729 ^c , 810 ^c)	\$ 9,990.00
TOTAL OPERATIONAL SERVICES COST			\$ 26,490.00

Annual Data Telemetry Services

<u>Telemetry Service</u>	<u>Annual Cost</u>	<u># Stations</u>	<u>Total Annual Cost</u> ^(d)
Iridium Standby	\$ 24.00	7	\$ 168.00
Verizon Cellular	\$ 12.00	10	\$ 120.00
TOTAL DATA TELEMETRY SERVICES COST			\$ 288.00

TOTAL SUPPLEMENTARY SERVICES COST **\$ 26,778.00**

- (a) Annual cost for Station Operation and Maintenance is \$1,910.00 for stream or rainfall stations, \$2,230.00 for stream plus rainfall stations, and \$3,130.00 for stream discharge stations. Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine readable format, display of real-time data on the District's website, storage of data in District's Surface Water Database, monthly data reports, and delivery of digital data collected on the Project. The County maintains ownership of the equipment and materials for the CAFWN monitoring stations. The County will be responsible for repair costs, replacement equipment and materials for monitoring stations in this program.
- (b) Telemetry via Verizon Virtual Private Network.
- (c) Site uses Verizon Virtual Private Network with Iridium back-up.

**ATTACHMENT D
(2015/2016 Revision)**

Stormwater Monitoring Project

Revised Cost Schedule – Amendment No. 1 Supplementary Monitoring Services

Pursuant to Paragraph 4 of Amendment No. 1 to the Stormwater Flow Monitoring Contract No. 15-012, a revised fee schedule is provided for installation, operation and maintenance of additional monitoring stations as requested by the City or County.

A. <u>New Stream Station Installation Costs</u>^(a)	<u>Unit Price</u>
Construction materials and supplies	\$ 400.00
Data logger, battery, cables	\$1,795.00
Water level sensor (high resolution / with lightning ground system)	\$1,200.00
Station installation labor	<u>\$2,100.00</u>
Total Cost:	\$5,495.00^(a)
B. <u>New Rainfall Station Installation Costs</u>^(a)	<u>Unit Price</u>
Construction materials and supplies	\$ 400.00
Data logger, battery, cables	\$1,795.00
Hydrologic Services – TB3 tipping bucket with mount	\$1,075.00
Station installation labor	<u>\$1,300.00</u>
Total Cost:	\$4,570.00^(a)
C. <u>New Telemetry System Installation Costs</u>^(b)	<u>Unit Price</u>
Construction materials and supplies	\$ 300.00
Communication equipment	\$ 575.00
Communication programming	\$ 250.00
System installation labor	\$ 900.00
Total Cost:	\$2,025.00^(b)
D. <u>Annual Verizon Digital IP Service Fees</u>^(c)	
10MB/month Data Plan	\$ 12.00/yr
E. <u>Annual Iridium System Service Fees</u>	
Iridium Standby	\$ 24.00/yr
<u>Station Operation and Maintenance Costs</u>	
<u>Station Type</u>	<u>Annual Station Cost</u>^(d)
Stage or Rainfall Station Operational Cost	\$1,910.00
Stage+Rainfall Station Operational Cost	\$2,230.00
Stage+Discharge Station Operational Cost	\$3,130.00
Stage+Discharge+Velocity Station Operational Cost	\$3,330.00
Stage+Discharge+Rainfall Station Operational Cost	\$3,330.00

- (a) Equipment, materials, and installation costs are for non-telemetered stream and rainfall stations.
- (b) Cost of addition of telemetry to a new or existing monitoring station.
- (c) Verizon data telemetry service government rate as of 8/1/2014, \$ 0.10/MB
- (d) Station Operation and Maintenance costs will be billed on a quarterly basis for the prorated cost for active stations and include: maintenance, operation, data retrieval in a computerized machine readable format, display of real-time data on the District’s website, storage of data in District’s Surface Water Database, monthly data reports, and delivery of digital data collected on the Project. All stormwater monitoring equipment operated, maintained, purchased or replaced for the Stormwater Monitoring Program Supplemental Services, shall remain as property of the District, except platforms used to mount monitoring equipment.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

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

DATE: September 23, 2015

SUBJECT: Consideration of Invitation to Bid 16B-001; 2015 Upland Wiregrass Seed Collection; Econfina Creek WMA

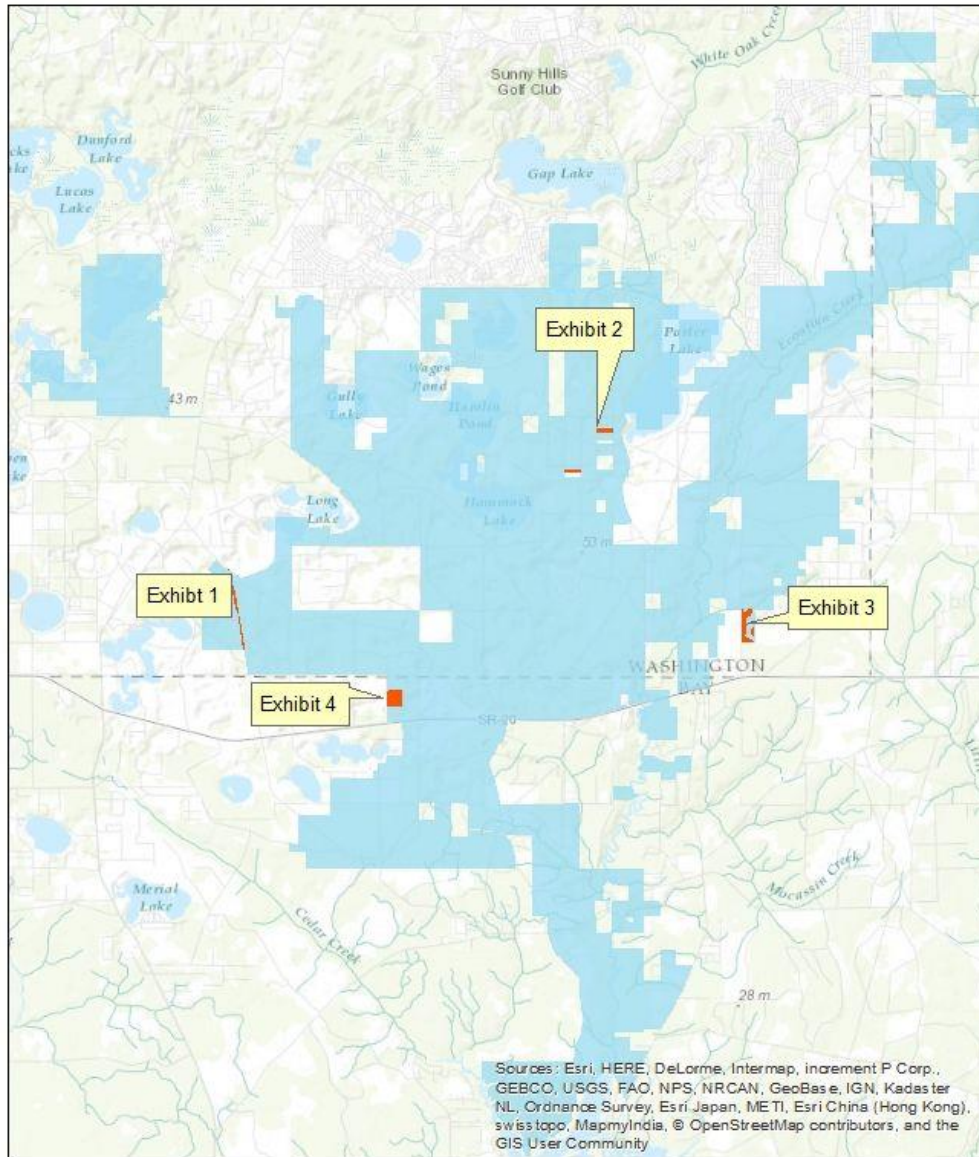
On September 16, 2015, the District posted Invitation to Bid No. 16B-001 for 2015 Upland Wiregrass Seed Collection on the State's Vendor Bid System and the District's website. In addition, notices were sent to a number of companies and other entities that have previously expressed an interest in wiregrass seed collection.

This wiregrass seed collection and subsequent bulk seed sale will allow for the harvest of wiregrass from four sites, consisting of five separate collection areas that total approximately 115 acres in the Econfina Creek Water Management Area (maps attached). These sites were burned in May and June 2015, and the wiregrass seed will be ready for harvest in mid-November.

This is the District's third 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. St. John's River Water Management District staff has indicated to the District that they are interested in purchasing a large quantity of bulk seed from private vendors for groundcover restoration purposes this winter, so there may be increased interest in this seed collection and sale effort.

Sealed bids for this project will be opened on October 7, 2015, and staff will provide the results of the bid process in the form of a supplement during the October 8, 2015, District Lands Committee meeting.

Exhibit A



Legend

- 2015 Wiregrass Donor Sites
- District Ownership

General Location Map
 Econfina Creek Water Management Area
 2015 Upland Wiregrass Seed Collection
 115 Acres

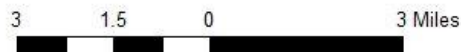





Exhibit 1



Legend

-  15_rolling_pines_donor_site
-  GIS.BASE_PLSS
-  dist_lands

Rolling Pines Donor Site
Econfinia Creek Water Management Area
Washington County
Sec. 28/33, T 1N, R 14W
16 Acres



0.25 0.125 0 0.25 Miles



Exhibit 2



- Legend**
-  whitewater_donor_sites
 -  GIS BASE_PLSS
 -  dist_lands

Whitewater Keys Donor Sites
Econfina Creek Water Management Area
Washington County
Sec. 17, T1N, R13W
20 Acres

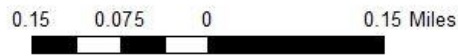
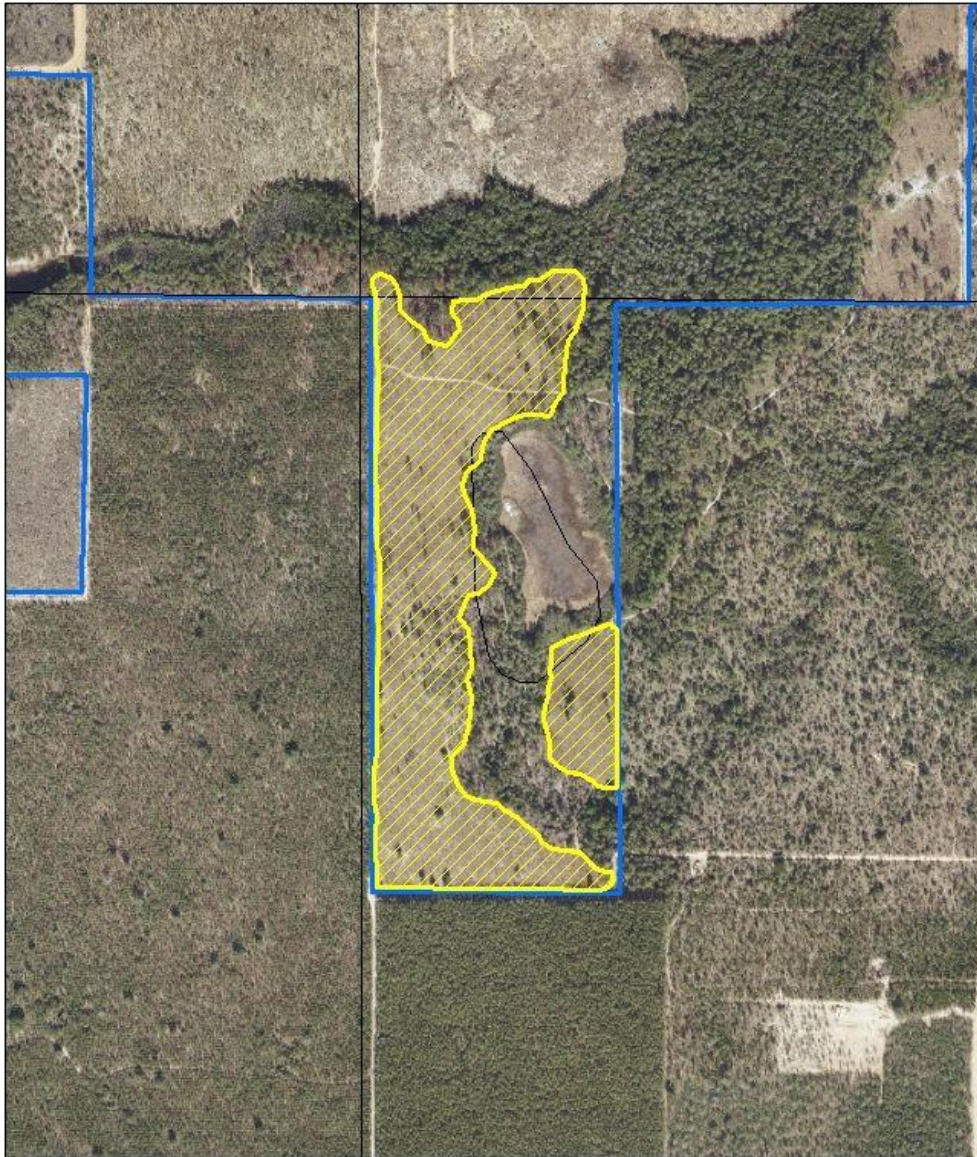


Exhibit 3



- Legend**
- 15_moseley_wiregrass_donor_sites
 - GIS BASE_PLSS
 - dist_lands

Moseley Donor Sites
Econfinia Creek Water Management Area
Washington County
Sec. 35, T1N, R13W
39 Acres

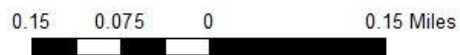
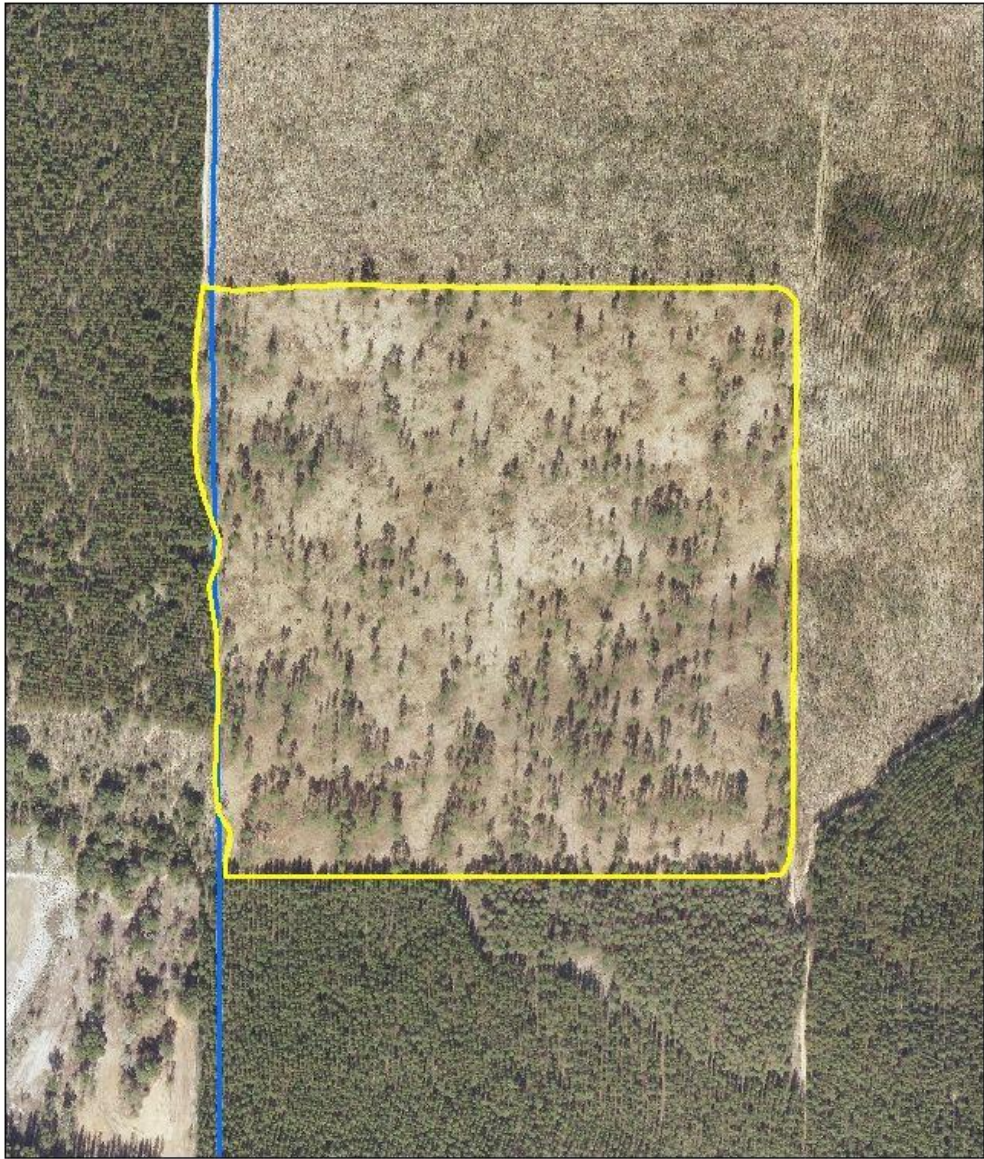


Exhibit 4



- Legend**
- 2012_kammer_donor_site
 - GIS BASE_PLSS
 - dist_lands

Kammer Donor Site
Econfina Creek Water Management Area
Bay County
Sec. 2, T1S, R14W
40 Acres



0.08 0.04 0 0.08 Miles



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Carol L. Bert, Associate Lands Administrator

DATE: September 22, 2015

SUBJECT: Consideration of Approval of the Appraisals for the James Tract;
Econfina Creek WMA

Recommendation:

Staff recommends approval of the appraisal prepared by Carlton Appraisal Company and the review appraisal prepared by Charles B. Rogers of the James tract in Bay County, Florida.

Background:

Prior to consideration of the Purchase and Sale Agreement, staff is requesting approval of the appraisals on the James tract in Bay County. The appraisal of the James tract was prepared by Carlton Appraisal Company, and the review appraisal was prepared by Charles B. Rogers. Copies of the appraisals will be available for review at the Governing Board meeting.

/cb

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

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

**Thursday
September 10, 2015**

Governing Board Members

John W. Alter, Secretary-Treasurer
Gus Andrews
Jon Costello
Ted Everett
Nick Patronis

Governing Board Members Absent

George Roberts, Chair
Jerry Pate, Vice Chair
Marc Dunbar

1. Opening Ceremonies

Secretary Alter, acting as Chair in the absence of the Chair and Vice Chair, called the meeting to order at 4:10 p.m. ET. Mr. Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no changes to the agenda.

3. Approval of the Minutes for August 13, 2015

MOTIONED BY MR. EVERETT, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE AUGUST 13, 2015, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of July 2015

MOTIONED BY MR. PATRONIS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF JULY 2015. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Administration, Budget, and Finance Committee:

Consideration of Fiscal Year 2015-2016 Tyler Technologies Support Agreement

MOTIONED BY MR. COSTELLO, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL SUPPORT AND LICENSING FOR TYLER TECHNOLOGIES MUNIS SUPPORT FOR INVOICES THAT TOTAL \$65,135.18. MOTION CARRIED.

Consideration of Resolution No. 802 Amending the Fiscal Year 2014-2015 Budget – Amendment No. 10 – Realignment of Budget

MOTIONED BY MR. COSTELLO, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 802 AMENDING THE FISCAL YEAR 2014-2015 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. MOTION CARRIED.

Consideration of Resolution No. 803 Committing Fiscal Year 2014-2015 Fund Balances as Required by GASB Statement No. 54

MOTIONED BY MR. COSTELLO, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 803 TO COMMIT FUND BALANCES FOR FISCAL YEAR 2014-2015 AS FOLLOWS:

- COMMIT \$15,564,765 OF THE GENERAL FUND BALANCE FOR WATER SUPPLY DEVELOPMENT ASSISTANCE GRANTS;
- COMMIT \$3,387,180 OF THE GENERAL FUND BALANCE FOR AN ECONOMIC STABILIZATION FUND;
- COMMIT THE TOTAL ENDING FUND BALANCE IN THE LANDS MANAGEMENT FUND FOR LAND MANAGEMENT OF DISTRICT-OWNED LANDS; AND
- COMMIT THE TOTAL ENDING FUND BALANCE IN THE CAPITAL IMPROVEMENT & LAND ACQUISITION FUND FOR LAND ACQUISITION AND CAPITAL CONSTRUCTION AND IMPROVEMENT ON DISTRICT-OWNED LANDS. MOTION CARRIED.

Consideration of Resolution No. 804 Adopting a District Employee Bonus Plan Policy

MOTIONED BY MR. COSTELLO, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 804 TO APPROVE THE PROVISION OF AN ANNUAL BONUS PLAN FOR EMPLOYEES AND DIRECT AND DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO INCORPORATE INTO THE DISTRICT'S INTERNAL POLICIES AND PROCEDURES MANUAL THE SCHEME BY WHICH AN ANNUAL BONUS WILL BE IMPLEMENTED, PURSUANT TO THE PROVISIONS OF S. 215.425, F.S. AND DUE TO CONTINGENCY OF FUNDING, CHANGES IN LAW, AND NECESSARY OPERATIONAL ADJUSTMENTS AS IDENTIFIED BY THE EXECUTIVE DIRECTOR WHICH MAY WARRANT A CHANGE TO THE MANUAL'S EVALUATION AND BONUS PROCESSES, THE GOVERNING BOARD AUTHORIZES THE EXECUTIVE DIRECTOR TO MAKE EXCEPTIONS TO THE MANUAL AND IMPLEMENT CHANGES IN ACCORDANCE WITH FLORIDA STATUTES. MOTION CARRIED.

Resource Management Committee:

Consideration of Fiscal Year 2015-2016 Contractual Services to Support Minimum Flows and Levels

MOTIONED BY MR. ANDREWS, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO SPEND UP TO \$1,213,200 FOR CONTRACTUAL SERVICES FOR DATA COLLECTION, MODELING, ANALYSIS, AND OTHER ACTIVITIES TO SUPPORT THE DEVELOPMENT OF MINIMUM FLOWS AND LEVELS IN FISCAL YEAR 2015-2016. MOTION CARRIED.

Consideration of Request for Proposal 15-003 for Water Resource Evaluation Services

MOTIONED BY MR. ANDREWS, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE SELECTION COMMITTEES' RESULTS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS WITH THE HIGHEST RANKED FIRMS TO PROVIDE AS-NEEDED WATER RESOURCES EVALUATION SERVICES IN EACH OF THE FOLLOWING CATEGORIES: (1) HYDROLOGIC AND WATER QUALITY DATA COLLECTION; (2) ECOLOGIC ASSESSMENT; (3) MODELING AND ANALYSIS OF FRESHWATER AND ESTUARINE SYSTEMS, (4) GROUNDWATER FLOW AND TRANSPORT MODELING, AND (5) HYDROGEOLOGIC SERVICES. MOTION CARRIED.

Consideration of Fiscal Year 2015-2016 Ecological Services Support for Regional Wetland Mitigation

MOTIONED BY MR. ANDREWS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO SPEND UP TO \$110,000 FOR CONTRACTUAL ECOLOGICAL SERVICES FOR FISCAL YEAR 2015-2016, CONTINGENT UPON APPROVAL OF THE DISTRICT'S FY 2015-2016 BUDGET. MOTION CARRIED.

Consideration of Joint Funding Agreement with the U.S. Geological Survey for Surface Water Temporal Variance Network

MOTIONED BY MR. ANDREWS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE JOINT FUNDING AGREEMENT FOR \$148,180 WITH THE USGS FOR CONTINUATION OF STAGE AND DISCHARGE MONITORING AT TELOGIA CREEK, APALACHICOLA RIVER AT SUMATRA, APALACHICOLA RIVER AT CHATTAHOOCHEE, YELLOW RIVER AT SR87, AND SPRING CREEK. MOTION CARRIED.

Consideration of Approval of Continued Participation in the FDEP Surface Water Temporal Variance Network

MOTIONED BY MR. ANDREWS, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH THE FDEP FOR THE DISTRICT'S CONTINUED PARTICIPATION IN THE WATER QUALITY SAMPLING PROGRAM FOR THE SURFACE WATER TEMPORAL VARIABILITY NETWORK. MOTION CARRIED.

Lands Committee:

Consideration of Invitation to Bid 15B-014; Econfina Creek 2015 Power Line Pine Timber Sale

MOTIONED BY MR. PATRONIS, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 15B-014, 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 PRICE OF \$20.70 PER TON. MOTION CARRIED.

Consideration of Invitation to Bid 15B-016 for Rental and Service of Portable Toilets and Maintenance and Servicing of Composting Toilets in Bay, Walton and Washington Counties

MOTIONED BY MR. PATRONIS, SECONDED BY MR. EVERETT, THAT THE GOVERNING BOARD APPROVE THE BID SUBMITTED BY KOUNTRY RENTAL FOR \$87,180 ANNUALLY OR \$261,540 FOR A THREE-YEAR CONTRACT FOR THE RENTAL AND SERVICING OF UP TO 21 ADA COMPLIANT HANDICAPPED AND 11 REGULAR PORTABLE TOILET UNITS AND THE MAINTENANCE AND SERVICING OF FOUR COMPOSTING TOILETS AT PITT, SYLVAN AND WILLIFORD SPRINGS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE NEW AGREEMENT, SUBJECT TO APPROVAL OF THE FISCAL YEAR 2015-2016 BUDGET. MOTION CARRIED.

Consideration of Contract Renewal with Terry's Home and Lawn Maintenance, Inc. for Recreation Site Clean up and Maintenance Services; West Region

MOTIONED BY MR. PATRONIS, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE CONTRACT RENEWAL WITH TERRY'S HOME AND LAWN MAINTENANCE, INC. FOR RECREATION SITE CLEAN UP AND MAINTENANCE SERVICES FOR THE WEST REGION FOR A MAXIMUM ANNUAL COMPENSATION OF \$47,163.60 OR \$141,490.80 FOR A THREE-YEAR RENEWAL, SUBJECT TO APPROVAL OF THE FISCAL YEAR 2015-2016 BUDGET. MOTION CARRIED.

6. Consideration of Surplus, Disposal, and Donation Agreement Relating to Marianna Field Office

MOTIONED BY MR. EVERETT, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE DECLARATION OF THE MARIANNA FIELD OFFICE AS SURPLUS, AUTHORIZE STAFF TO DISPOSE OF THE BUILDING BY DONATION TO THE JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS, AND APPROVE THE DONATION AGREEMENT. MOTION CARRIED.

7. Public Hearing on Consideration of Land Acquisition Matters

Secretary Alter called the public hearing to order at 4:28 p.m.

MOTIONED BY MR. EVERETT, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE ADDITIONS AND MODIFICATIONS TO THE FLORIDA FOREVER 2015 FIVE-YEAR WORK PLAN FOR LAND ACQUISITION. MOTION CARRIED.

8. Annual Regulatory Plan

Informational purposes only.

9. Legal Counsel Report

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

10. Public Hearing on Consideration of Fiscal Year 2015-2016 Tentative Budget

Secretary Alter, acting as Chair in the absence of the Chair and Vice Chair, called the public hearing to order at 5:05 p.m.

MOTIONED BY MR. EVERETT, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD ADOPT THE PROPOSED MILLAGE RATE OF .0378 OF A MILL FOR FISCAL YEAR 2015-2016 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 24, 2015, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY MR. PATRONIS, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD ADOPT THE DISTRICT'S TENTATIVE BUDGET FOR FISCAL YEAR 2015-2016 THAT INCORPORATE THE CHANGES PRESENTED TODAY IN THE SUPPLEMENT AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 24, 2015, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:11 p.m. ET.

October 8, 2015

Chair

Date

Executive Director

Agency Clerk

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FINAL PUBLIC HEARING ON FISCAL YEAR 2015-2016 BUDGET
MEETING MINUTES**

**Gulf Coast State College
5230 West Highway 98
Panama City, FL 32401**

**Thursday
September 24, 2015**

Governing Board Members

George Roberts, Chair
John W. Alter, Secretary-Treasurer
Gus Andrews
Marc Dunbar
Nick Patronis
Bo Spring

Governing Board Members Absent

Jerry Pate, Vice Chair
Jon Costello
Ted Everett

1. Opening Ceremonies

Chair Roberts called the public hearing to order at 5:05 p.m. CT. Mr. Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no changes to the agenda.

3. Adoption of the Millage Rate for Fiscal Year 2015-2016

MOTIONED BY MR. SPRING, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD APPROVE THE AD VALOREM TAX MILLAGE RATE OF .0378 OF A MILL FOR FISCAL YEAR 2015-2016 BY ADOPTION OF RESOLUTION NO. 805. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Adoption of the Budget for Fiscal Year 2015-2016

MOTIONED BY MR. MR. ANDREWS, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 806 ADOPTING THE FISCAL YEAR 2015-2016 BUDGET AS PRESENTED HEREIN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:10 p.m. CT.

October 8, 2015

Chair

Date

Executive Director

Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2015

Balance Forward - Operating Funds	\$55,966,045.40	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$72,580.17	
Contracts Receivable	384,205.60	
Other Deposits/Refunds/Adjustments	120,684.47	
Transfers from Lands Accounts	0.00	
Total Deposits during month	577,470.24	
Total Deposits and Balance Forward		\$ 56,543,515.64
Disbursements:		
Employee Salaries	415,354.53	
Employee Benefits	185,853.48	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	161,380.94	
Operating Expenses - Services	69,547.83	
Operating Expenses - Commodities	51,552.15	
Operating Capital Outlay	157,285.56	
Grants and Aids	189,974.83	
Total Operating Expenses during month	1,230,949.32	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	16,715.22	
Total Funds Disbursed by check during month	1,247,664.54	
Bank Debits (Fees, Deposit Slips, etc.)	49.25	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,247,713.79
Cash Balance Operating Funds at month end		\$ 55,295,801.85
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ 0.2%	200,936.01	
Payroll Account	6,092.97	
Pensacola Account	135.00	
Investment Accounts @ 0.25%		
General Fund	25,949,048.67	
Lands Fee Fund	8,963,449.36	
SWIM Fund	3,550,192.59	
ETDM	3,564.12	
Water Prot. & Sust. TF	10,038.98	
Springs Protection	157,580.75	
Mitigation Fund	16,454,513.15	
Total Operating Depositories at month end	\$ 55,295,801.85	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending August 31, 2015

Land Acquisition Fund @ 0.25%	\$ 668,939.40	
Total Land Acquisition Funds		668,939.40
Restricted Management Funds:		
Phipps Land Mgmt @ 0.25%	208,158.42	
Total Land Acquisition Funds		208,158.42
Total Land Acquisition, and Restricted Management Funds		<u>877,097.82</u>
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		 <u><u>\$ 56,172,899.67</u></u>

Approved: _____
Chairman or Executive Director

Date: October 8, 2015

**Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending August 31, 2015
(Unaudited)**

	Current Budget	Actuals Through 8/31/2015	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,381,733	\$ 3,256,861	\$ (124,872)	96%
Intergovernmental Revenues	27,568,279	8,548,481	(19,019,798)	31%
Interest on Invested Funds	135,330	199,335	64,005	147%
License and Permit Fees	360,250	369,685	9,435	103%
Other	1,923,302	2,922,337	999,035	152%
Fund Balance	39,817,516		(39,817,516)	0%
Total Sources	\$ 73,186,410	\$ 15,296,698	\$ (57,889,712)	21%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,743,800	\$ 3,716,310	\$ 185,516	\$ 4,841,973	43%	45%
Acquisition, Restoration and Public Works	34,583,942	7,344,323	64,564	27,175,054	21%	21%
Operation and Maintenance of Lands and Works	3,860,537	2,745,372	124,696	990,469	71%	74%
Regulation	4,085,287	3,034,868	95,171	955,248	74%	77%
Outreach	164,284	136,606	152	27,525	83%	83%
Management and Administration	2,171,470	1,666,948	48,144	456,378	77%	79%
Total Uses	\$ 53,609,320	\$ 18,644,428	\$ 518,243	\$ 34,446,648	35%	36%
Reserves	19,577,090			19,577,090	0%	0%
Total Uses and Reserves	\$ 73,186,410	\$ 18,644,428	\$ 518,243	\$ 54,023,738	25%	26%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of August 31, 2015, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

AUGUST 2015

CHECKS	8/6/2015	\$	229,462.49
AP EFT CHECKS	8/7/2015		198.68
CHECKS	8/13/2015		102,354.46
AP EFT CHECKS	8/14/2015		1,024.50
CHECKS	8/20/2015		126,784.59
CHECKS	8/27/2015		301,713.47
AP EFT CHECKS	8/28/2015		561.00
RETIREMENT EFT			54,390.82
			<hr/>
		\$	<u>816,490.01</u>

Chairman or Executive Director

October 8, 2015
Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4180	BA MERCHANT SERVICES	08/06/2015	181.39	TRANSACTION FEES FOR E-PERMITT
325	BAY CO. PROPERTY APPRAISER	08/06/2015	2,316.87	4TH QTR FY 14-15
4742	BRECK BRANNEN	08/06/2015	442.92	TRAVEL REIMBURSEMENT
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/06/2015	4,362.14	REPAIR BODY DAMAGE ON TRUCK #W
4599	CITY OF CALLAWAY	08/06/2015	27,465.95	STORMWATER IMPROVEMENT PROJECT
4061	BRIAN WILLIAM TAYLOR	08/06/2015	80.00	LAWNCARE-MARIANNA
97	THE DEFUNIAK HERALD	08/06/2015	24.75	LEGAL AD
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	08/06/2015	3,826.20	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	08/06/2015	273.30	LABORATORY SERVICES
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	08/06/2015	2,459.70	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	08/06/2015	1,446.45	LABORATORY ANALYSIS - ECONFINA
744	DEPT. OF THE INTERIOR - USGS	08/06/2015	5,747.00	GROUNDWATER LEVEL MONITORING N
4748	EAST MILTON WATER SYSTEM	08/06/2015	50.00	BACKFLOW PREVENTION TEST FOR M
3379	FL. DEPT. OF AGRICULTURE & CONSUMER SERVICES	08/06/2015	20,000.00	MANAGING FORESTS FOR INCREASED
839	FORESTRY SUPPLIERS, INC.	08/06/2015	480.05	FIELD & SAFETY SUPPLIES
5172	FREDDIE WILBON	08/06/2015	750.00	JANITORIAL SERVICE CRESTVIEW F
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	08/06/2015	35.00	IT BUILDING ALARM MONITORING S
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	08/06/2015	30.00	MONITORING FOR CRESTVIEW
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	08/06/2015	1,456.20	(2) 300' GEOTECH WATER LEVEL I
3420	GREASE PRO EXPRESS LUBE	08/06/2015	954.00	VEHICLE REPAIR - 2007 FORD 150
4524	HODGE PRODUCTS, INC	08/06/2015	744.32	COMBINATION LOCKS
3942	A & W VENTURES, L.C.	08/06/2015	151.34	PORTABLE TOILET FOR PHIPPS PAR
4921	JACKSON COUNTY UTILITIES	08/06/2015	29.00	WATER-MARIANNA
1717	JACKSON COUNTY PROPERTY APPRAISER	08/06/2015	590.29	4TH QTR FY 14-15
3921	KOUNTRY RENTAL, INC.	08/06/2015	4,118.00	RENTAL AND SERVICE OF PORTABLE
5227	MAC'S AUTO SERVICE	08/06/2015	136.40	REPLACEMENT OF WATER PUMP ON W
1205	OFFICE DEPOT, INC.	08/06/2015	209.02	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	08/06/2015	5.59	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	08/06/2015	53.40	3 RING BINDERS FOR FY 15-16 BU
1205	OFFICE DEPOT, INC.	08/06/2015	11.85	3 RING BINDERS FOR FY 15-16 BU
3813	PENNINGTON, P.A.	08/06/2015	150.00	TITLE EXAM
3813	PENNINGTON, P.A.	08/06/2015	7,350.00	LEGAL COUNSEL
4136	RICOH AMERICAS CORPORATION	08/06/2015	39.78	RICOH COPIER LEASE FOR REGULAT
4068	RING POWER CORPORATION	08/06/2015	891.87	REPAIR FORK LIFT AT HQ
5183	ROBERT J YOUNG COMPANY, INC	08/06/2015	123.45	COPIER LEASE FOR FACILITIES
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	08/06/2015	930.00	REPAIR PLUMBING AT HQ

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

4091	THE SHOE BOX	08/06/2015	143.99	STEEL TOE WORK BOOTS FOR JAMES
4091	THE SHOE BOX	08/06/2015	197.99	FIRE BOOTS FOR JAY HENSON
105	TALLAHASSEE DEMOCRAT	08/06/2015	116.68	LEGAL AD
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	08/06/2015	4,100.00	PUBLIC RECREATION SITE CLEAN U
5218	WAGEWORKS, INC.	08/06/2015	132.60	ADMIN FEE FOR FSA
2320	YSI INCORPORATED	08/06/2015	136,855.00	SPRINGS MONITORING WATER QUALI
	TOTAL CHECKS		<u>229,462.49</u>	
4125	KATHLEEN COATES	08/07/2015	198.68	EMPLOYEE TRAVEL
	TOTAL ACH TRANSFER		<u>198.68</u>	
	TOTAL AP		<u>229,661.17</u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	08/13/2015	140.00	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	08/13/2015	140.00	PORTABLE TOILETS
4923	JOHN ALTER	08/13/2015	61.41	BOARD TRAVEL
5089	ATKINS NORTH AMERICA, INC.	08/13/2015	4,026.50	MINIMUM FLOWS AND LEVELS DEVEL
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/13/2015	30.90	OPEN PURCHASE ORDER FOR POOL V
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/13/2015	43.90	OPEN PURCHASE ORDER FOR POOL V
5177	CAPITAL CITY AUTOMOTIVE, LLC	08/13/2015	46.90	SERVICE VEHICLE #WMD2429
771	CITY OF MARIANNA	08/13/2015	29.91	WATER/SEWER-MARIANNA
5125	CITY OF PARKER	08/13/2015	8,266.45	STORMWATER IMPROVEMENT PROJECT
5125	CITY OF PARKER	08/13/2015	3,073.50	WATER SYSTEM IMPROVEMENTS
1948	DELL MARKETING L.P.	08/13/2015	2,536.35	POWEREDGE R320 (ARCGIS SERVER)
45	DMS	08/13/2015	75.16	PHONES-MILTON
45	DMS	08/13/2015	1,263.17	PHONES-CARR
45	DMS	08/13/2015	1,458.80	PHONES-HQ
45	DMS	08/13/2015	112.55	PHONES-MARIANNA
5260	DYNTEK SERVICES, INC	08/13/2015	320.94	WIRELESS ACCESS FOR BARN
4748	EAST MILTON WATER SYSTEM	08/13/2015	10.00	WATER-MILTON
1292	FISHER SCIENTIFIC	08/13/2015	88.25	PH BUFFERS FOR METER CALIBRATI
2702	FISH AND WILDLIFE	08/13/2015	6,251.26	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	08/13/2015	4,225.95	LAW ENFORCEMENT/SECURITY SERVI
5268	FLORIDA FOUNDATION SEED PRODUCERS, INC.	08/13/2015	40,012.70	AGRICULTURAL BMP COST SHARE AG
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	08/13/2015	24.50	FAR AD
839	FORESTRY SUPPLIERS, INC.	08/13/2015	95.85	FIELD SUPPLIES
839	FORESTRY SUPPLIERS, INC.	08/13/2015	470.73	GENERAL OPERATING SUPPLIES
5180	GK HOLDINGS, INC	08/13/2015	2,495.00	INFORMATION SYSTEMS SECURITY T
5180	GK HOLDINGS, INC	08/13/2015	1,730.84	SHAREPOINT TRAINING FOR KAYLEE
916	GULF POWER COMPANY	08/13/2015	908.92	ELECTRIC-CRESTVIEW
916	GULF POWER COMPANY	08/13/2015	620.77	ELECTRIC-MILTON
2804	H & S TRUCK REPAIR, INC.	08/13/2015	817.53	MACK SEMI SERVICE
4607	MAIL FINANCE INC	08/13/2015	126.00	MAILING SYSTEM LEASE FOR CRV
2268	INNOVATIVE OFFICE SOLUTIONS, INC	08/13/2015	918.00	PHONE MAINTENANCE
3921	KOUNTRY RENTAL, INC.	08/13/2015	207.50	CLEANING OF BOTH ECONFINA OFFI
4598	LANDMARK SPATIAL SOLUTIONS, LLC	08/13/2015	2,910.00	SOFTWARE FOR HANDHELD
2299	LIBERTY COUNTY SOLID WASTE	08/13/2015	28.00	SOLID WASTE-FL RIVER
3266	LOWE'S COMPANIES INC.	08/13/2015	876.42	SUPPLIES FOR SIGN CONSTRUCTION

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

1205	OFFICE DEPOT, INC.	08/13/2015	17.33	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	08/13/2015	10.99	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	08/13/2015	5.99	OFFICE SUPPLIES
64	PANAMA CITY NEWS HERALD	08/13/2015	200.84	LEGAL AD
5183	ROBERT J YOUNG COMPANY, INC	08/13/2015	201.91	ANNUAL MAINTENANCE AGREEMENTS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/13/2015	205.32	WATER-HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/13/2015	87.17	SECURITY LIGHTS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	08/13/2015	4,654.27	ELECTRIC-HQ
5161	TEN-8 FIRE EQUIPMENT, INC.	08/13/2015	10,315.00	SKID UNIT PURCHASE
3454	USDA, APHIS, WILDLIFE SERVICES	08/13/2015	1,057.13	COOPERATIVE SERVICE AGREEMENT
4557	VERIZON WIRELESS	08/13/2015	836.20	JETPACKS
1305	WASTE MANAGEMENT - LEON COUNTY, INC	08/13/2015	52.65	SOLID WASTE-MARIANNA
3462	WASTE MANAGEMENT OF PANAMA CITY	08/13/2015	265.00	DUMPSTER FOR ECONFINA OFFICE A
	TOTAL CHECKS		<u>102,354.46</u>	
3185	YAMILA POSEY	08/14/2015	1,024.50	TRAVEL REIMBURSEMENT
	TOTAL ACH TRANSFER		<u>1,024.50</u>	
	TOTAL AP		<u>103,378.96</u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4923	JOHN ALTER	08/20/2015	61.41	BOARD TRAVEL
3293	ANGUS ANDREWS	08/20/2015	107.69	BOARD TRAVEL
4453	B&D CONTRACTORS, INC.	08/20/2015	12,100.00	ROAD REPAIR MATERIALS
2967	BANK OF AMERICA	08/20/2015	2,765.84	P-CARD
2967	BANK OF AMERICA	08/20/2015	608.52	VEHICLE REPAIR - INSPECTOR TRU
2924	BAY COUNTY HEALTH DEPARTMENT	08/20/2015	190.00	LIMITED USE WATER PERMIT
3289	CITY OF TALLAHASSEE	08/20/2015	37.58	LAKESHORE
5286	GARY W. CROWE	08/20/2015	250.00	PERMIT FEE REFUND
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	08/20/2015	350.00	ADMINISTRATIVE FEES FOR THE BR
4945	MARCUS A. DIXON	08/20/2015	75.00	SECURITY SERVICES FOR THE AUGU
45	DMS	08/20/2015	3.72	LONG DISTANCE
45	DMS	08/20/2015	1,331.40	PHONES-CRESTVIEW
4855	ENVIRON SERVICES INCORPORATED	08/20/2015	1,552.00	JANITORIAL SERVICE - HQ
4855	ENVIRON SERVICES INCORPORATED	08/20/2015	275.00	JANITORIAL SERVICE MARIANNA
1292	FISHER SCIENTIFIC	08/20/2015	399.56	HDPE CARBOY WITH SPIGOT FOR DI
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	08/20/2015	8,179.06	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	08/20/2015	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
839	FORESTRY SUPPLIERS, INC.	08/20/2015	111.27	FIELD SUPPLIES
4042	GGI, LLC, DBA GENESIS GROUP	08/20/2015	4,294.85	WILLIFORD SPRINGS TSK 16,17
2291	GULF COAST ELECTRIC COOPERATIVE, INC	08/20/2015	450.30	ELECTRIC-ECONFINA
5273	HALL SEPTIC TANK SERVICE, INC.	08/20/2015	2,005.00	MODIFY EXISTING SEPTIC SYSTEM
4607	MAIL FINANCE INC	08/20/2015	259.00	MAILING SYSTEM LEASE FOR HQ
4607	MAIL FINANCE INC	08/20/2015	126.00	MAILING SYSTEM LEASE FOR CARR,
5287	JON HICKS	08/20/2015	185.00	REPAIR A/C UNIT #6
374	HOLMES COUNTY TIMES - ADVERTISER	08/20/2015	82.00	LEGAL AD
61	JACKSON COUNTY FLORIDAN	08/20/2015	83.05	LEGAL AD
3589	JOHNSON COMMUNICATIONS, INC.	08/20/2015	281.00	GATE SERVICE CALL/ REPAIR KEYP
4986	PATRICIA LUJAN	08/20/2015	7,374.16	CRESTVIEW LEASE
252	MONTICELLO NEWS	08/20/2015	44.00	AD FOR 44 PERMIT
5264	NORTHWEST FLORIDA HOG CONTROL, LLC	08/20/2015	400.00	HOG REMOVAL
1205	OFFICE DEPOT, INC.	08/20/2015	12.72	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	08/20/2015	47.40	THREE RING BINDERS FOR TENTATI
64	PANAMA CITY NEWS HERALD	08/20/2015	70.52	PUBLIC NOTICE AD
4090	JERRY PATE	08/20/2015	162.87	BOARD TRAVEL
71	PETTY CASH	08/20/2015	74.64	PETTY CASH
4345	PRIDE ENTERPRISES FORESTRY	08/20/2015	9,614.00	RECREATION SITE SUPPLIES
5251	RANDSTAD NORTH AMERICA, INC.	08/20/2015	1,050.00	STAFF AUG SERVICES

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

3960	GEORGE ROBERTS	08/20/2015	81.88	BOARD TRAVEL
5292	ANDREW RUTLEDGE	08/20/2015	397.38	TRAVEL REIMBURSEMENT
4897	SIGN PRO OF NORTH FLORIDA, INC.	08/20/2015	12,888.18	SIGN FABRICATION SERVICES
4967	SAMUEL SPRING	08/20/2015	85.44	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	08/20/2015	32.74	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	08/20/2015	4.61	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	08/20/2015	47.47	OFFICE SUPPLIES, BINDERS, NOTE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	08/20/2015	6.10	TAB DIVIDERS
105	TALLAHASSEE DEMOCRAT	08/20/2015	131.60	LEGAL AD
4270	VIEUX & ASSOCIATES, INC.	08/20/2015	7,200.00	GAUGE ADJUSTED RADAR RAINFALL
4270	VIEUX & ASSOCIATES, INC.	08/20/2015	36,000.00	GAUGE ADJUSTED RADAR RAINFALL
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	08/20/2015	12,328.00	LAW ENFORCEMENT/SECURITY
382	WASHINGTON COUNTY NEWS	08/20/2015	120.00	LEGAL AD
5015	WESTON TRAWICK, INC.	08/20/2015	600.00	ELECTRICAL LAYOUT-ECONFINA ADD
4774	JOHN T WILLIAMSON	08/20/2015	170.00	JANITORIAL SERVICES FOR THE WF

TOTAL AP

126,784.59

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	08/27/2015	4,456.72	EMPLOYEE DENTAL INSURANCE
4832	ASSURANT EMPLOYEE BENEFITS	08/27/2015	170.12	EMPLOYEE PREPAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	08/27/2015	804.51	EMPLOYEE LIFE & ADD
4833	ASSURANT EMPLOYEE BENEFITS	08/27/2015	1,299.68	EMPLOYEE LTD
95	AT&T	08/27/2015	645.60	PHONES-ECONFINA
5089	ATKINS NORTH AMERICA, INC.	08/27/2015	11,374.75	MINIMUM FLOWS AND LEVELS DEVEL
5282	AYRES ASSOCIATES INC.	08/27/2015	320.00	REFUND OVERPAYMENT OF PERMIT 1
2992	BANK OF AMERICA	08/27/2015	484.20	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	08/27/2015	230.00	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	08/27/2015	1,646.54	ACCOUNT ANALYSIS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	08/27/2015	410.64	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	08/27/2015	45,380.21	EMPLOYEE MEDICAL INSURANCE
1617	CAPITAL HEALTH PLAN	08/27/2015	72,319.46	EMPLOYEE MEDICAL INSURANCE
735	CARLTON APPRAISAL COMPANY	08/27/2015	1,119.20	APPRAISAL OF JAMES 3 ACRES AND
735	CARLTON APPRAISAL COMPANY	08/27/2015	1,279.20	APPRAISAL OF JAMES 3 ACRES AND
3524	CITY OF CRESTVIEW	08/27/2015	54.55	WATER/SEWER CRESTVIEW
4676	CITY OF MILTON FLORIDA	08/27/2015	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	08/27/2015	16.36	SEWER-MILTON
5125	CITY OF PARKER	08/27/2015	57,681.00	WATER SYSTEM IMPROVEMENTS
3784	CULLIGAN WATER SERVICES, INC	08/27/2015	150.00	WELL PERMITTING FEES REFUND
3784	CULLIGAN WATER SERVICES, INC	08/27/2015	50.00	WELL PERMITTING FEES REFUND
3424	DURRA-QUICK-PRINT INC.	08/27/2015	15.00	BUSINESS CARDS-HOLLISTER
2972	EDWARDS FIRE PROTECTION, INC.	08/27/2015	388.33	ANNUAL MAINT. FIRE EXTINGUISHE
24	FLORIDA PUBLIC UTILITIES COMPANY	08/27/2015	619.31	ELECTRIC-MARIANNA
65	GADSDEN COUNTY TIMES	08/27/2015	42.41	LEGAL AD
65	GADSDEN COUNTY TIMES	08/27/2015	42.41	LEGAL AD
3282	W.W. GRAINGER, INC.	08/27/2015	30.24	ICE SCOOPS
3282	W.W. GRAINGER, INC.	08/27/2015	25.74	SOG MACHETE 18" X 23-15/16"
4317	HHH CONSTRUCTION OF NWF, INC.	08/27/2015	2,155.00	FRANK REEDER LOOP ROAD RESTORA
4791	JACOB R. JAKS	08/27/2015	100.00	REFUND FOR ERP IND-073-16975-1
5284	JK&M MARINA LLC	08/27/2015	863.50	OUTBOARD MOTOR MAINTENANCE AND
5213	LADY DIETRICH	08/27/2015	22,071.40	AG COST SHARE AGREEMENT
5277	MAXWELL F. MCKINNIE	08/27/2015	28,028.83	AGRICULTURAL BEST MANAGEMENT P
1205	OFFICE DEPOT, INC.	08/27/2015	39.29	OFFICE SUPPLIES

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

1205	OFFICE DEPOT, INC.	08/27/2015	90.74	OFFICE SUPPLIES
5251	RANDSTAD NORTH AMERICA, INC.	08/27/2015	5,206.25	STAFF AUG SERVICES
5251	RANDSTAD NORTH AMERICA, INC.	08/27/2015	918.75	STAFF AUG SERVICES
5291	SMART LIVING, LLC	08/27/2015	5,000.00	REFUND FOR WITHDRAWN APPLICATI
5242	MARSIGLIO & MURPHY DESIGN GROUP, INC.	08/27/2015	17,250.00	WEBSITE MIGRATION
3568	THOMPSON TRACTOR CO., INC.	08/27/2015	15,313.91	CAT D5G LGP UNDERCARRIAGE REPA
5245	TOWN OF WESTVILLE	08/27/2015	3,375.00	WATER MAIN REPLACEMENT PROJECT
4557	VERIZON WIRELESS	08/27/2015	158.14	CELL PHONES
4038	WINDSTREAM COMMUNICATIONS	08/27/2015	50.98	800#'S LONG DISTANCE EFO
	TOTAL CHECKS		<u>301,713.47</u>	
4966	DAVID REED CHERRY	08/28/2015	110.00	TRAVEL REIMBURSEMENT
3080	STEVEN COSTA	08/28/2015	231.00	TRAVEL REIMBURSEMENT
5032	WILLIAM HUNKAPILLER	08/28/2015	110.00	TRAVEL REIMBURSEMENT
2516	HAINES J. LAYFIELD JR.	08/28/2015	110.00	TRAVEL REIMBURSEMENT
	TOTAL ACH TRANSFER		<u>561.00</u>	
	TOTAL AP		<u><u>302,274.47</u></u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

AUGUST 2015

DIRECT DEPOSIT	8/7/2015	\$	1,708.89
CHECKS	8/7/2015		212,838.93
FLEX SPENDING TF	TF0087		1,453.60
DIRECT DEPOSIT	8/21/2015		211,999.31
CHECKS	8/21/2015		1,720.20
FLEX SPENDING TF	TF0090		1,453.60
		\$	<u><u>431,174.53</u></u>

APPROVED:

Chairman or Executive Director

October 8, 2015

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Guy Gowens, Assistant Executive Director

FROM: Savannah White, Executive Assistant

DATE: September 23, 2015

SUBJECT: Consideration of the Proposed Governing Board Meeting Schedule for 2016

Staff recommends that the Governing Board approve the meeting schedule for 2016.

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

January 14, 2016

February 11, 2016, 1:00 p.m., CT (Pensacola)

March 10, 2016

April 14, 2016

May 12, 2016

June 9, 2016

July 14, 2016

August 11, 2016

September 8, 2016, 4:00 p.m., ET

October 13, 2016

November 10, 2016

December 8, 2016

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
October 8, 2015
1:05 p.m., ET

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: Emerald Coast Utilities Authority
App. No.: 2B-033-111-15
Site: Emerald Coast Utilities Authority
Use: Public Supply

Authorization Statement: The District authorizes, as limited by the attached conditions, the withdrawal of 42.70 million gallons per day annual average (1,918.0 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for public supply use(s).

Duration Recommended: 20 Years

Staff Recommendation: Approval

Public Comment Received: No

TAP/tp

WATER USE TECHNICAL STAFF REPORT
27-Aug-2015
Application No.: 2B-033-111-15

Owner: Emerald Coast Utilities Authority
Post Office Box 15311
Pensacola, FL 32514-0311
850-476-5110

Applicant: Stephen E Sorrell
Emerald Coast Utilities Authority
Post Office Box 15311
Pensacola, FL 32514-0311
(850) 969-3300

Agent: John D Boyer
CDM Smith
5400 Glenwood Avenue
Suite 400
Raleigh, NC 27612
(919) 325-3509

Compliance Contact: Robert C Rogers
9300 Sturdevant Street
P.O. Box 15311
Pensacola, FL 32514
(850) 969-6626

Project Name: Emerald Coast Utilities Authority
County: Escambia
WRCA: N/A
ARC: N/A
Objectors: No

Authorization Statement:

The District authorizes, as limited by the attached conditions, the withdrawal of 42.70 million gallons per day annual average (1,918.0 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for public supply use(s).

Recommendation: Approval
Reviewers: Craig Freeman

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be October 1, 2035. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	42,700,000	42,700,000	42,700,000
Maximum Month (GAL)	1,918,000,000	1,918,000,000	1,918,000,000

DESCRIPTION:

Emerald Coast Utilities Authority (ECUA) requests renewal of Individual Water Use Permit (IWUP) No. 2B-033-111-15 for continued authorization of groundwater withdrawals from the Sand-and-Gravel Aquifer for public supply uses without changes to the currently permitted withdrawal amounts.

ECUA withdraws water from the Sand-and-Gravel Aquifer to serve approximately 248,000 public supply customers within its service area. The recommended average daily rate is unchanged from the previously authorized amount and is considered reasonable and adequate to meet the applicant's water use demands for the requested permit duration. The recommended maximum monthly rate is based on peaking ratios for the distribution system derived from currently permitted withdrawal amounts. ECUA's residential per capita water use of 79.4 gallons per day meets the District's water use efficiency goal of 110 gallons per day or less. ECUA's water losses were approximately 9.64% in year 2014, which meets the District's goal of 10 percent or less.

The District and ECUA previously developed a series of numerical groundwater models which simulated successive expansions of the wellfield, and redistribution of pumping due to well abandonments. ECUA previously concluded that the currently permitted and recommended withdrawal amounts are not expected to have perceptible impact on the Sand-and-Gravel Aquifer or existing legal uses of water resources. Since the last update of the groundwater model, ECUA has added three Sand-and-Gravel monitor wells in the Cordova Park area per specifications listed in the District publication "Analysis of Ground Water Availability in the Cordova Park Area" (Roaza et al., 1996) in order to assure ECUA continues to meet the conditions of permit issuance by closely monitoring both aquifer water levels and water quality. To date no harmful impacts have been observed in aquifer water levels or, sodium or chloride concentrations in the area surrounding the ECUA's production wells. No harm to existing legal uses of water or the water resources is anticipated to occur from the proposed withdrawals. However, the Permittee will be required to continue monitoring hydrologic conditions to assure the conditions for permit issuance will be met for the requested permit duration.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) Is a reasonable-beneficial use;
- (b) Will not interfere with any presently existing legal use of water; and,
- (c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District’s Water Use Permit Applicant’s Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit.

RECOMMENDATION:

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

Staff recommends that the applicant be granted an Individual Water Use Permit for an annual average daily withdrawal of 42.70 million gallons and a maximum monthly withdrawal of 1,918.0 million gallons. Staff also recommends that the expiration date of the permit be October 1, 2035, and that the permit be conditioned as per the “Conditions for Issuance” included in Exhibit A of the permit document.

WELL INFORMATION:

Site Name: Emerald Coast Utilities Authority

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
11509	ECUA # 27R	30	140	340	2000	Sand & Gravel	Active	Public Supply
11510	ECUA #01	26	145	235	2000	Sand & Gravel	Active	Public Supply
11514	ECUA #05	18	113	228	2000	Sand & Gravel	Active	Public Supply
14566	ECUA #21	26	105	255	2000	Sand & Gravel	Active	Public Supply
14567	ECUA #22	26	231	301	2000	Sand & Gravel	Active	Public Supply
14568	ECUA #23	18	185	280	1000	Sand & Gravel	Active	Public Supply
14569	ECUA #24	26	179	271	2000	Sand & Gravel	Active	Public Supply
14617	ECUA #25	30	155	375	2400	Sand & Gravel	Active	Public Supply

14619	ECUA #28	30	215	358	2000	Sand & Gravel	Active	Public Supply
14620	ECUA #29	12	151	201	1000	Sand & Gravel	Active	Public Supply
14621	ECUA #30	16	145	204	1000	Sand & Gravel	Active	Public Supply
14622	ECUA #37	30	105	232	1200	Sand & Gravel	Active	Public Supply
14623	ECUA #38	24	136	230	2000	Sand & Gravel	Active	Public Supply
14624	ECUA #39	24	145	370	2000	Sand & Gravel	Active	Public Supply
14625	ECUA #40	30	365	450	1500	Sand & Gravel	Active	Public Supply
14626	ECUA #41	24	150	225	1200	Sand & Gravel	Active	Public Supply
14684	ECUA #43	30	137	290	2000	Sand & Gravel	Active	Public Supply
14688	ECUA #42	30	220	335	2000	Sand & Gravel	Active	Public Supply
14689	ECUA #45	30	145	265	2000	Sand & Gravel	Active	Public Supply
15074	ECUA #46	30	145	200	750	Sand & Gravel	Active	Public Supply
15076	ECUA #47	30	230	340	3500	Sand & Gravel	Active	Public Supply
15077	ECUA #48	30	140	340	2000	Sand & Gravel	Active	Public Supply
15078	ECUA #49	30	140	298	2250	Sand & Gravel	Active	Public Supply
15506	ECUA #06	26	180	260	2000	Sand & Gravel	Active	Public Supply
15507	ECUA #07	26	164	266	2000	Sand & Gravel	Active	Public Supply
15508	ECUA #08	26	156	251	2000	Sand & Gravel	Active	Public Supply
15509	ECUA #09	26	130	244	2000	Sand & Gravel	Active	Public Supply
15510	ECUA #10	20	100	195	2000	Sand & Gravel	Active	Public Supply
15511	ECUA #11	12	127	245	800	Sand & Gravel	Active	Public Supply
15512	ECUA #12	12	120	248	1000	Sand & Gravel	Active	Public Supply
15517	ECUA #18R	20	130	232	Unknown	Sand & Gravel	Active	Public Supply

15518	ECUA #19	30	162	267	2000	Sand & Gravel	Active	Public Supply
15519	ECUA #20	18	110	206	1000	Sand & Gravel	Active	Public Supply

Monitoring Wells Detail						
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Source Name	Status
15161	Baars MO#1	4	110	130	Sand & Gravel	Active
15162	Opt MO #1	4	260	317	Sand & Gravel	Active
15163	Bay MO #1	4	215	235	Sand & Gravel	Active

Conditions

1. This permit shall expire on October 1, 2035.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 42.70 million gallons per day (1,918.0 million gallons per month maximum) of groundwater from the Sand-and-Gravel Aquifer for public supply use. The individual facilities authorized to make this combined withdrawal are shown in the table below. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.
- 3.

Facility ID #	FLUWID	Location SEC,TWN,RNG
ECUA # 27R	AAA5042	Sec.14, T01S, R30W
ECUA #01	AAA6574	Sec.18, T02S, R30W
ECUA #05	AAA6577	Sec.28, T02S, R30W
ECUA #21	AAA6567	Sec.30, T01S, R30W
ECUA #22	AAA6562	Sec.21, T01N, R30W
ECUA #23	AAA6564	Sec.11, T01S, R30W
ECUA #24	AAA6565	Sec.22, T01S, R30W
ECUA #25	AAA6408	Sec.23, T01S, R31W
ECUA #28	AAA1117	Sec.12, T01S, R30W
ECUA #29	AAA6405	Sec.13, T02S, R30W
ECUA #30	AAA6407	Sec.1, T02S, R31W
ECUA #37	AAA1115	Sec.20, T02S, R31W
ECUA #38	AAA0395	Sec.48, T01S, R30W

ECUA #39	AAA6560	Sec.16, T01S, R30W
ECUA #40	AAA6563	Sec.14, T01N, R31W
ECUA #41	AAA6406	Sec.13, T02S, R30W
ECUA #43	AAA8365	Sec.16, T01S, R29W
ECUA #42	AAA6561	Sec.22, T01N, R30W
ECUA #45	AAG3698	Sec.32, T01S, R30W
ECUA #46	AAG3662	Sec.37, T02S, R31W
ECUA #47	AAA4866	Sec.11, T01S, R31W
ECUA #48	AAA5032	Sec.14, T01S, R30W
ECUA #49	AAA9972	Sec.12, T02S, R30W
Baars MO#1	AAN0974	Sec.33, T01S, R30W
Opt MO #1	AAN0975	Sec.15, T01S, R29W
Bay MO #1	AAN0988	Sec.16, T01S, R29W
ECUA #06	AAA6571	Sec.17, T01S, R29W
ECUA #07	AAA6579	Sec.34, T02S, R30W
ECUA #08	AAA6401	Sec.16, T02S, R30W
ECUA #09	AAA6576	Sec.18, T02S, R30W
ECUA #10	AAA1116	Sec.12, T02S, R31W
ECUA #11	AAA1114	Sec.5, T02S, R32W
ECUA #12	---	Sec.4, T02S, R32W
ECUA #18R	AAA6568	Sec.10, T01S, R29W
ECUA #19	AAA6570	Sec.15, T01S, R29W
ECUA #20	AAA6566	Sec.17, T01S, R30W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA6574 for ECUA #01) when submitting reports or otherwise corresponding with the District.
5. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.
6. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
7. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

8. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted water use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40A-2.351, F.A.C. Alternatively, the Permittee may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
9. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
10. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
11. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal water uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.
13. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.
14. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required on Water Use Summary Reporting Form (Form 172). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwater.com. The next report is due by January 31, 2016.
15. The Permittee shall submit to the District in a single electronic submittal the following information by January 31, April 30, July 31 and October 31 of each year:

- a. Static water level measurements for production wells [ECUA #18R (AAA6568), ECUA #23 (AAA6564), ECUA #30 (AAA6407), ECUA #37 (AAA1115), ECUA #38 (AAA0395), ECUA #43(AAA8365)] and monitor wells [Baars MO#1 (AAN0974), Opt MO #1 (AAN0975) Bay MO #1 (AAN0988)] conducted during the first two weeks of each month using a District-approved water level measuring device. Water levels shall be taken following a 24-hour non-pumping period, as much as is practicable, reported as depth-to-water below a pre-defined measuring point. All measurements shall be taken from the same measuring point. If the measuring point is different from land surface elevation, then the Permittee shall provide the measuring point distance above or below land surface. All static water level reports shall include the date and time the well was turned off, date and time the measurement was taken, method and device used, and the water level measurement to 0.01 foot for steel/electric tape and 1.0 foot precision for airline methods, respectively. The Permittee, if utilizing the airline method, shall also report airline length, gauge reading, linear distance of the airline terminus from land surface, and a description of where the airline terminates (e.g. land surface, pump base, pressure gauge, etc.).
16. The Permittee shall collect water quality samples for laboratory analyses from ECUA #30 (AAA6407), ECUA #38 (AAA0395), ECUA #43 (AAA8365), Baars MO#1 (AAN0974), Opt MO #1 (AAN0975), and Bay MO #1 (AAN0988) within the first two weeks of January and July in each year. Prior to sampling, the Permittee shall purge a minimum of three well volumes and report, with each set of test results: the duration of purging, purge volume, and purge rates used. All water quality analysis shall be conducted by a laboratory with National Environmental Laboratory Accreditation Program (NELAP) and Florida Department of Health Rule 64E-1, F.A.C. certification for the constituents of concern. The water quality analyses shall include the following constituents: chloride, sodium, and total dissolved solids. The Permittee shall submit results from tests conducted in January and July to the District by February 28 and August 31 of each year. At the time of modification or renewal, the Permittee shall submit a summary and analysis of the water quality data collected for the wells for the entire period of record.
17. The Permittee, by October 31, in years 2016, 2020, 2025, 2030 and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwwater.com.
18. The Permittee shall encourage and provide for the efficient and non-wasteful use of water, and shall implement water conservation measures, including a proactive leak detection program, designed to enhance water use efficiency and reduce water demand and water losses.
19. The Permittee shall install and maintain in-line, totalizing flow meters on all production wells. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion or completion of project

construction, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.

20. The Permittee shall ensure its Water Conservation and Efficiency Program achieves the goals listed below. The Permittee, by March 31 of each year and at the time of permit modification or renewal, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.

a. Achieve and maintain total and real water losses less than or equal to 10 percent of the distribution system, unless the Permittee demonstrates using American Water Works Association (AWWA) methods that a higher loss rate is appropriate for the distribution system. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the goal(s), and briefly describe ongoing or planned water loss reduction measures.

b. Maintain average residential per capita daily water use of 110 gallons or less. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.

c. Initiation or continued implementation and enhancement of a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mail outs to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign. The Permittee shall utilize a strategy designed to regularly reach year-round and part-time residents and tourists. The campaign shall consist of newspaper notices and articles, periodic radio and television announcements, periodic mail-outs to customers and the posting of signs and informational brochures in the rooms of hotels, motels and rental property. The campaign shall be oriented to emphasize the program being implemented and water conservation in general, and on at least an annual basis, shall also specifically inform existing customers of ways to save water, ways to detect leaks, reduce demands, enhance efficiency, and detail the automatic irrigation shut-off requirement of Chapter 373.62, Florida Statutes. The Permittee shall provide a description of the public education and information campaign to the District by March 31st of each year.

d. The Permittee shall perform a rate structure evaluation with the intended purpose of creating or maintaining a structure to promote water use efficiency and discourage waste while providing for a life-line initial rate. Any refinements shall take into consideration the water use characteristics of the service area and provide financial incentives to customers to conserve and use water efficiently. The Permittee, by March 31, in years 2016, 2020, 2025, 2030, and at the time of requesting a permit modification or renewal, shall submit to the District the results

of the evaluation and a schedule for considering any adoption of/changes to such a rate structure and a copy of its present/current rate structure as well as analysis and projection of the amount of water projected to be conserved.

21. The Permittee, by December 31, in years 2020, 2025, 2030 and at the time of permit renewal or modification shall provide a map showing areas where service is actually provided as well as the overall franchise area allocated to the utility by the county, Public Service Commission or other authorizing entity. Definable areas within a service area that are served by domestic potable wells shall be delineated as non-served unless the area will be supplied by the utility within the term of the permit. The Permittee shall submit the map in digital format compatible with ESRI ArcGIS software, if available.

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

a.

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

b.

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

23. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Guy Gowens, Assistant Executive Director
William O. Cleckley, Director, Division of Land Management and Acquisition

FROM: Carol L. Bert, Associate Lands Administrator

DATE: September 22, 2015

SUBJECT: Consideration of Approval of the Purchase and Sale Agreement for the James Tract;
Econfina Creek WMA

Recommendation:

Approval of the Purchase and Sale Agreement for the acquisition of the James tract for \$48,000, subject to the terms and conditions of the Agreement.

Background:

With the attached Purchase and Sale Agreement, staff proposes acquisition of approximately 3.133 acres in Bay County from Mildred James. The tract is located on the southwest corner of Highway 20 across from Pitt Spring in Bay County, Florida. The tract has more than 1,000 linear feet of frontage along Econfina Creek and is adjacent to District property on the east and south sides and is adjacent to Gainer Springs (Patronis Property) on the west side.

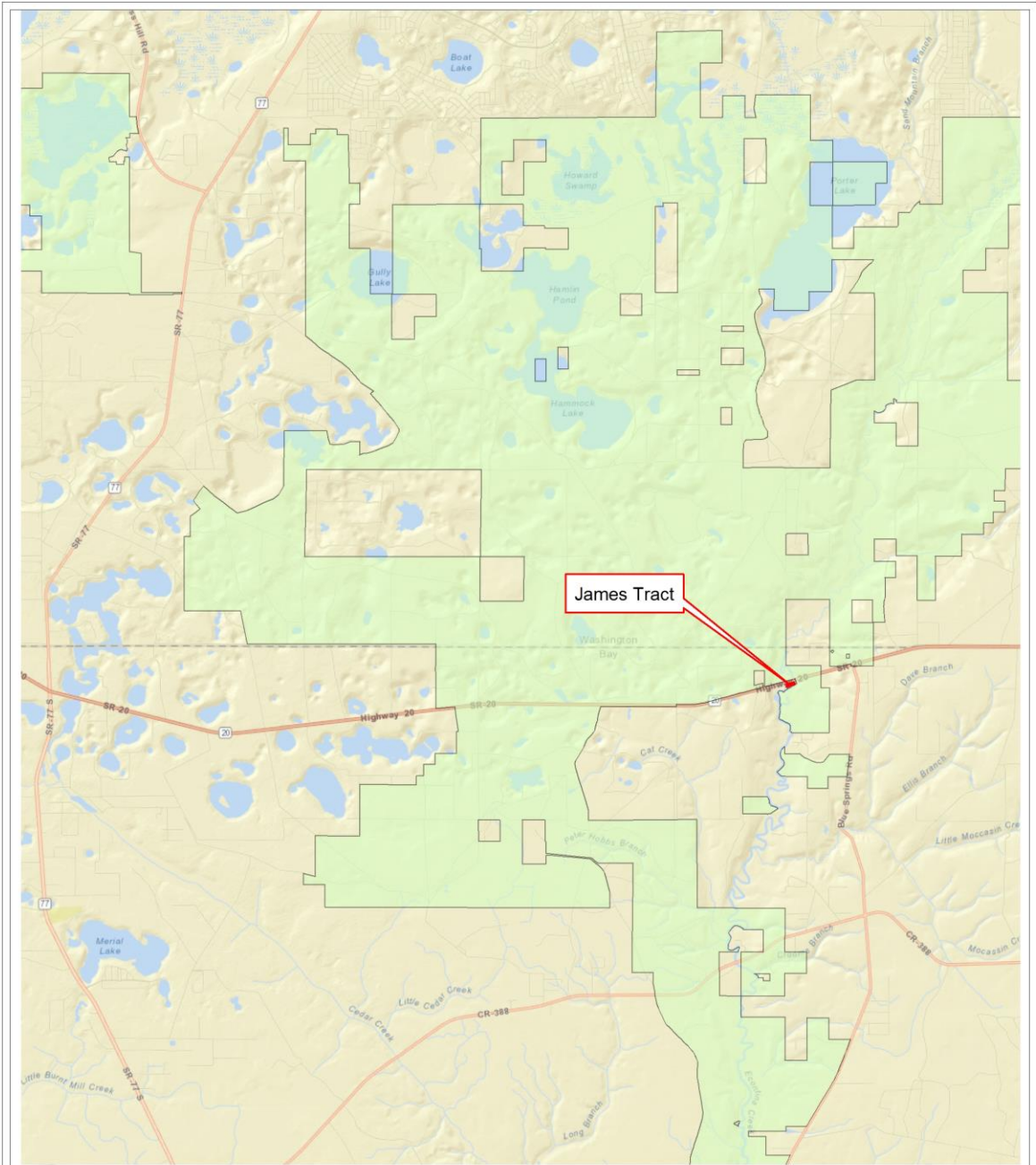
Purchase Price. The purchase price negotiated by staff for the property is \$48,000 or approximately \$15,320.78 per acre. The purchase price does not include any closing costs.

Appraisal/Review Appraisal. The District paid for the cost of the appraisal and review appraisal at a combined cost of \$2,099; however, the Seller will reimburse the District \$500 toward the cost of the appraisal at closing.

Survey. The Seller provided the District with a 2003 survey of the property. Staff will verify that all survey monuments can be located on the ground. If all monuments can be located, the District will not order a boundary map and acreage certification for this acquisition.

Environmental Site Assessment. The environmental site assessment will be borne by Purchaser and shall not exceed \$2,000.

Title Insurance. The cost of the title exam and premium shall be paid by the Purchaser and shall not exceed \$526. The cost of document preparation and recording fees shall be paid by the Purchaser and shall not exceed \$368.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

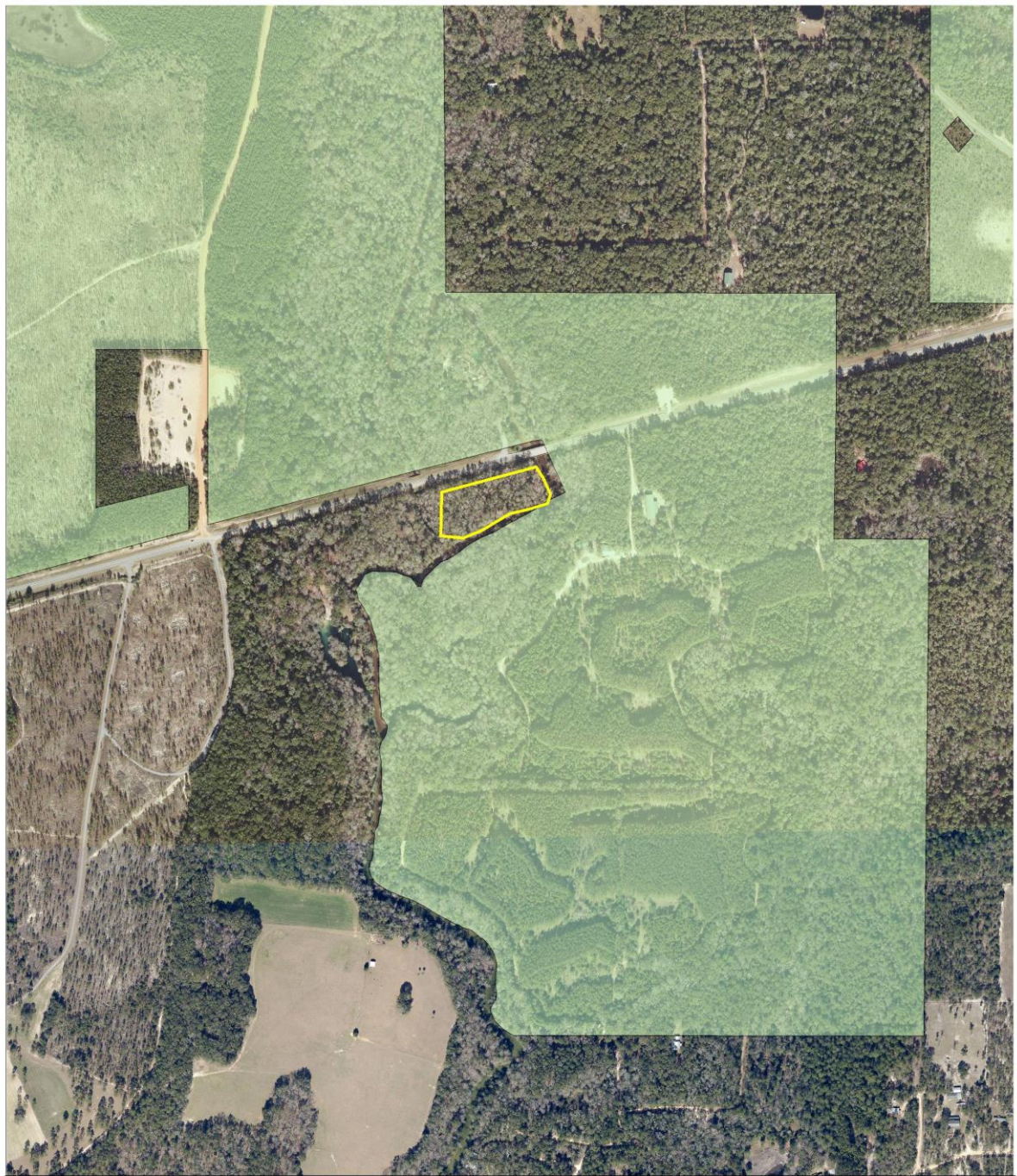


James Tract
 Econfina Creek Water Management Area
 Section 4, T1S, R13W
 Bay County, Florida

James Tract

District ownership

0 4,450 8,900 17,800 26,700 Feet



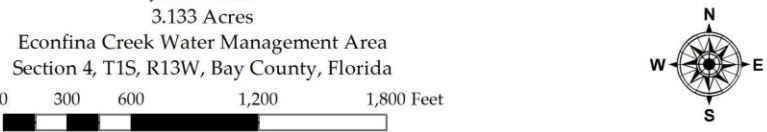
James Tract
3.133 Acres

Econfina Creek Water Management Area
Section 4, T1S, R13W, Bay County, Florida

0 300 600 1,200 1,800 Feet

James Tract

District ownership



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), is made this _____ day of _____, 2015, between **MILDRED JAMES**, whose address is 1511 Country Club Drive, Lynn Haven, Florida 32444, referred to herein as “**Sellers**”, and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**Purchaser**”.

1. Purchase and Sale/The Property. **Seller** agrees to sell and **Purchaser** agrees to purchase the real property more particularly described in Exhibit A hereto, together with all improvements, easements and appurtenances (collectively, the “**Property**”) in accordance with the terms and provisions of this Agreement.

2. Interest Conveyed. At the closing of the transaction contemplated by this Agreement (the “Closing”), **Seller** will execute and deliver to **Purchaser** a general warranty deed conveying title to the **Property** in fee simple, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances. The conveyance will include all **Sellers’** mineral rights, riparian rights, governmental approvals, fixtures, easements, rights-of-way, licenses, privileges, and all other appurtenances to the **Property**.

3. Purchase Price. The purchase price for the **Property** (the “Purchase Price”) will be Forty-Eight Thousand and no/100 Dollars (\$48,000.00).

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

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

For the purposes of this Agreement “hazardous materials” will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. “Environmental Laws” will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous

materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

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

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

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

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

d. There are no underground storage tanks on or about the **Property** and **Sellers** have no knowledge of the presence of radon gas on the **Property**.

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

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

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

6. Closing Documents. The Closing will take place on or before December 31, 2015, at the offices of Pennington, P.A., 215 South Monroe Street, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than December 31, 2015. The closing date may be extended by notice from **Purchaser** for objections to title, boundary map acreage certification, survey, environmental audit, or any other documents required to be provided or completed and executed by **Seller**. Closing is expressly contingent upon the availability to the **Purchaser** of appropriations in the fiscal year of Closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as Exhibit "B", a Title Possession and Lien Affidavit, and its general warranty deed and a certificate reaffirming **Seller's** warranties and representations, including the representations contained in paragraphs 5 and 9. The cost of document preparation shall be borne by **Purchaser**.

7. Expenses, Taxes and Assessments. **Seller** will pay documentary revenue stamp taxes associated with the conveyance of the **Property** to **Purchaser**. The cost of recording the deed shall be borne by **Purchaser**. The cost of recording any corrective documents shall be borne by **Seller**.

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

November 1, **Seller** shall pay to the County Tax Assessor an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The **Seller** shall reimburse the **Purchaser** for appraisal services in the amount of **\$500.00**.

The **Seller** shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the **Property**.

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

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

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

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

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

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

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

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

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

g. There are no pending or threatened condemnation or similar proceedings or assessments affecting the **Property** or any part thereof, nor to the best knowledge and belief of **Seller**, are any such assessments or proceedings contemplated by any governmental authority.

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

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

j. No commitments have been made to any governmental authority, utility company, school board, church or other religious body, or any homeowners or homeowners' association, or any other organization, group or individual, relating to the **Property** which would impose an obligation upon **Purchaser** or its successors or assigns to make any contribution or dedications of money or land or to construct, install or maintain any improvements of an public or private nature on or off the **Property**. No governmental authority has imposed any requirements that any developer or owner of the **Property** pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the **Property** or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the **Property**.

k. **Seller** shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

l. The **Property** is in the same condition as it existed on **July 20, 2015**. Since **July 20, 2015**, there has been no destruction or damage to the **Property** or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the **Property** from beetles and other insects.

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER: Mildred James
1511 Country Club Drive
Lynn Haven, Florida 32444

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-9700

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

Purchaser's representative in matters relating to this Agreement will be the Division of Land Management and Acquisition, a Division of **Purchaser**. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

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

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

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

b. **Purchaser** shall have received and approved the Boundary Map Acreage Certification, Survey, Title Commitment and Environmental Site Assessment provided for herein;

c. All of the representations and warranties contained in Sections 5 and 9 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 5 and 9 shall have been performed as of the Closing;

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

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

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

g. This Agreement is approved by the Governing Board of **Purchaser**;

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

i. **Purchaser** has approved an appraisal review as to such appraisal;

j. Funds for purchase are available under the provisions of Florida law and Closing is hereby expressly made contingent upon the availability to **Purchaser** of appropriations in the fiscal year of Closing;

k. The Florida Department of Environmental Protection has released funding for the acquisition;

l. If applicable, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the **Property**; and

m. The **Purchaser** may terminate this Agreement at any time prior to Closing.

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

21. Timber Inventory, Appraisal Reports. A timber inventory may be contracted for and initiated by **Purchaser**. **Purchaser** shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

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

23. Invitation to Offer. This Agreement is being transmitted by **Purchaser** to **Seller** as an invitation to offer, and if executed by **Seller**, it shall constitute a firm offer until accepted by **Purchaser** or until **October 8, 2015**, whichever first occurs.

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

SELLER:

PURCHASER:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

Mildred James

By: _____
Print Name: George Roberts
Its: Chairman

EXHIBIT A

Legal Description

The following described land, situate, lying and being in Bay County, Florida, to-wit:

All that portion of the SW 1/4 of the NE 1/4 of Section 4, Township 1 South, Range 13 West, Bay County, Florida lying West of Econfina Creek and South of Highway 20 ROW.

EXHIBIT B

TITLE POSSESSION AND LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared MILDRED JAMES (the “Affiant”), who, being first duly sworn, depose and say that:

1. The Affiant is the owner of the following described property:

See attached Exhibit A.

and that said property (hereinafter called the “Property”) is now in the possession of the Affiant; and there is no other person in possession of the property or with a claim of possession to the property.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever, except for real property taxes for the year 2015 and subsequent years and those matters listed on the title commitment incident to this sale.

3. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the undersigned.

4. The undersigned hereby warrants that the undersigned has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government, whether or not said assessments appear of record.

5. The undersigned knows of no violations of municipal or county ordinances, nor any easements or claims of easements not shown by the public records, pertaining to the Property.

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

7. The undersigned warrants that there are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the undersigned, which would have any effect on the Property.

8. The undersigned hereby warrants that the property is not within nor subject to any assessments of any special taxing district, community development district or utility district, other than homeowner’s assessments.

9. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property, other than those items listed on the title commitment.

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

Mildred James: _____

11. The undersigned makes and delivers this Affidavit fully realizing that Pennington, P.A., is relying hereon in order to close the sale, and that Pennington, P.A. and First American Title Insurance Company are relying hereon in order to issue a title insurance policy. This Affidavit is made with full understanding of all laws appertaining to affidavits, and full faith and credit may be given hereto. The undersigned further certify that they have read or have heard read to them the complete text of this Affidavit and fully understand its contents.

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

{SIGNATURE ON FOLLOWING PAGE}

AFFIANT:

Mildred James

The foregoing instrument was acknowledged before me by Mildred James, who is personally known to me or who produced _____ as identification and who did take an oath.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2015.

Notary Public, State and County aforesaid

My Commission Expires:

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 1, 2015

Putnam County Environmental Council v. St. Johns River Water Management District, FLWAC
Case No. WMD-09-005

This case is an action by Putnam County Environmental Council (PCEC) against St. Johns River Water Management District (SJRWMD) challenging the SJRWMD’s Fourth Addendum to its Regional Water Supply Plan. In essence, PCEC alleged that SJRWMD inappropriately applied the alternative water supply (AWS) statute (§373.019(1), Fla. Stat.) to proposed surface water withdrawal projects from the St. Johns River and Oklawaha River. An AWS designation entitles a project to a presumption that it is in the public interest; however, the project must still meet all other conditions of issuance to be permitted as a consumptive use.

SJRWMD identified the proposed surface water withdrawal projects as alternative water supplies by virtue of being withdrawals of brackish surface water and withdrawals from nontraditional sources because groundwater, not surface water, has been the traditional source in the region. PCEC argued that in order for a surface water withdrawal project to be AWS, the statute required such project to only be “surface water captured predominantly during wet-weather flows.”

PCEC began its challenge in 2009 and the case proceeded through multiple hearings and appellate court arguments, eventually landing at the Florida Land and Water Adjudicatory Commission (FLAWAC), which has been established in Chapter 373, Florida Statutes, as having exclusive authority to review any order of a water management district (which includes water supply plans) to ensure consistency with the provisions and purposes of Chapter 373. FLAWAC is comprised of the Governor and the Cabinet.

In this case, PCEC filed a brief of the issues with FLAWAC and SJRWMD filed a response brief. The other four water management districts, including NFWFMD, jointly filed an *amicus curiae* (“friend of the court”) brief in support of SJRWMD’s position that the AWS statute is plainly worded and has been interpreted appropriately by SJRWMD and the other districts. The AWS statute states as follows:

“Alternative water supplies” means salt water; brackish surface and groundwater; surface water captured predominately during wet-weather flows; sources made available through the addition of new storage capacity for surface or groundwater, water that has been reclaimed after one or more public supply, municipal, industrial, commercial, or agricultural uses; the downstream augmentation of water bodies with reclaimed water; stormwater; and any other water supply source that is designated as nontraditional for a water supply planning region in the applicable regional water supply plan.

The case was heard by FLAWAC at the September 29, 2015, Cabinet meeting. After briefing, oral argument and public comment by interested parties, FLAWAC ruled in favor of SJRWMD’s, and the other districts’ including NFWFMD, interpretation that the AWS statute identifies seven (7) distinct categories of alternative water supplies, including nontraditional sources as its own separate category. Consequently and specific to this case, SJRWMD is allowed to designate surface water withdrawals in the water supply region at issue as “nontraditional” and, therefore, projects for such surface water withdrawals could further be designated as alternative water supplies.

This FLAWAC ruling is important because, as you know, the water management districts are charged with maintaining a delicate balancing act between ensuring that water supplies are sufficient for necessary human consumption and use while at the same time ensuring that such consumption and use does not adversely impact natural resources. The legislature has provided the tools for the districts to carry out this charge in Chapters 373 and 403, Florida Statutes, but the districts need the freedom to interpret those tools in practice. This ruling allows the districts to continue to exercise that discretion without forcing one competing interest to receive greater weight than the others.

It is important to note that FLAWAC’s ruling does not impact the consumptive use permitting process – regardless of the designation as an alternative water supply, any proposed withdrawal project must still meet all requirements of reasonable beneficial use and not interfere with existing legal uses, in order to receive a CUP and be implemented. FLAWAC’s ruling is subject to appeal to the First District Court of Appeal, and we expect such appeal to be forthcoming.