

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

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

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

DATE: June 22, 2016

SUBJECT: Consideration of Invitation to Bid 16B-011; Econfina Creek 2016 Sand Pine Timber Sale

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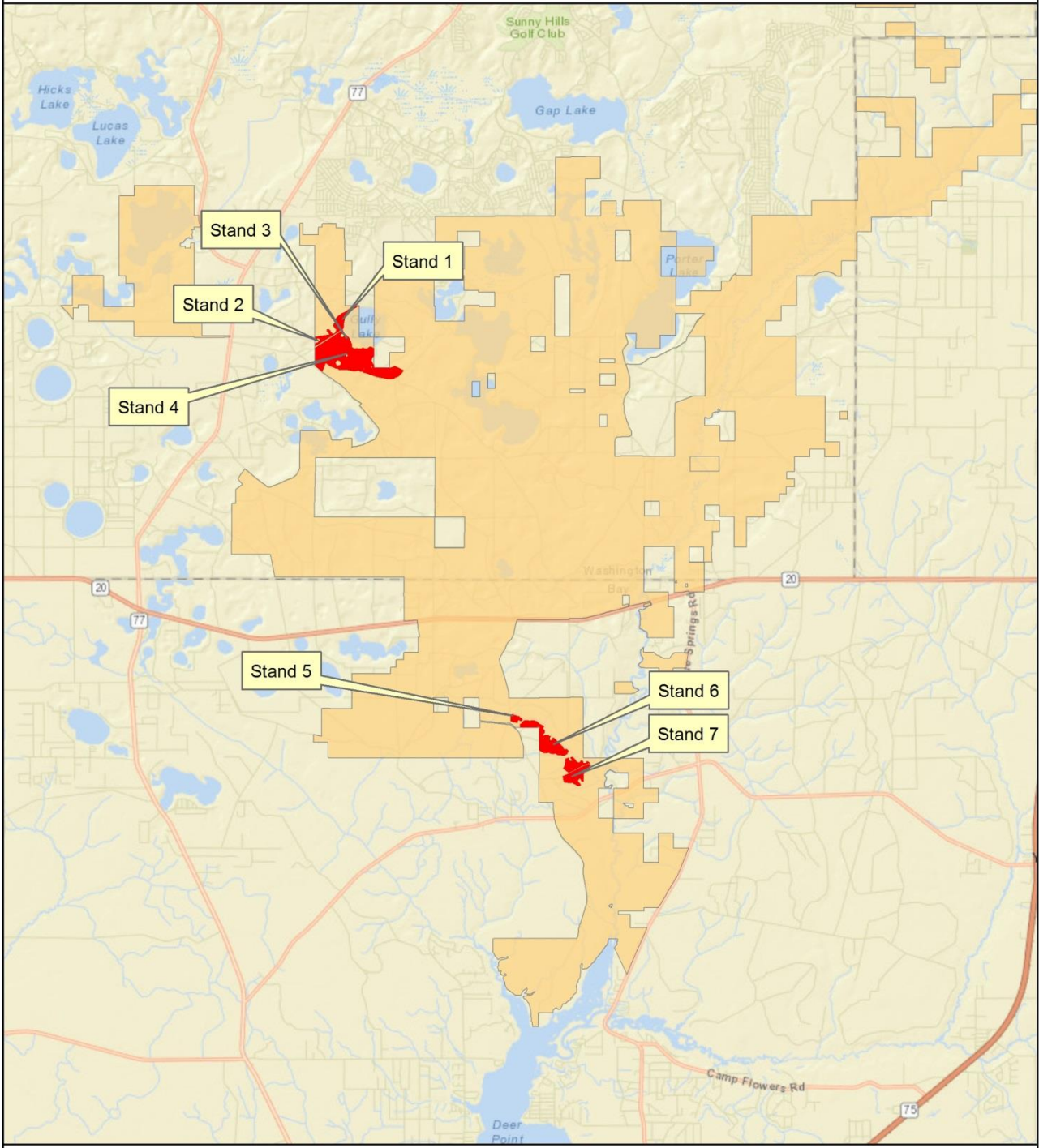
On June 9, 2016, the District posted Invitation to Bid No. 16B-011 for the Econfina Creek 2016 Sand Pine Timber Sale on the State’s Vendor Bid System and the District’s website, and notices were sent to a number of companies that have previously expressed an interest in District timber sales.

This timber sale will result in the clear-cut harvest of an estimated 33,510 tons of sand pine pulpwood timber product from seven stands totaling 588 acres in Bay and Washington counties, as described below. The stands are also delineated on the attached Exhibit Map A.

<b>Stand No.</b>	<b>County</b>	<b>Acres</b>	<b>Pine Species</b>	<b>Age</b>
1	Washington	37	Sand Pine	27
2	Washington	15	Sand Pine	25
3	Washington	12	Sand Pine	27
4	Washington	326	Sand Pine	27
5	Bay	12	Sand Pine	23
6	Bay	100	Sand Pine	23
7	Bay	86	Sand Pine	24
		<b>588</b>		

On July 6, 2016, at 1:00 p.m. EDT, the District will conduct the bid opening for the Econfina Creek 2016 Sand Pine Timber Sale. The results of the bid opening will be provided in a supplement for the Governing Board at the July 14, 2016, meeting.

# Exhibit Map A - Locator



-  Sand Pine Stands
-  District Lands
-  Out Parcel

2016 Sand Pine Timber Sale  
Econfina Creek WMA  
Bay & Washington Counties, Florida



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

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

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

DATE: June 29, 2016

SUBJECT: Consideration of Request from Escambia County for Access and Temporary Construction Work Space; Quintette Landing

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**Recommendation**

Staff recommends the Governing Board approve the request from Escambia County for Access and Temporary Construction Work Space at Quintette Landing and authorize the Executive Director to execute the License Agreement between the District and Escambia County, and to execute a separate license agreement with the contractor, once selected, subject to Legal Counsel review and approval.

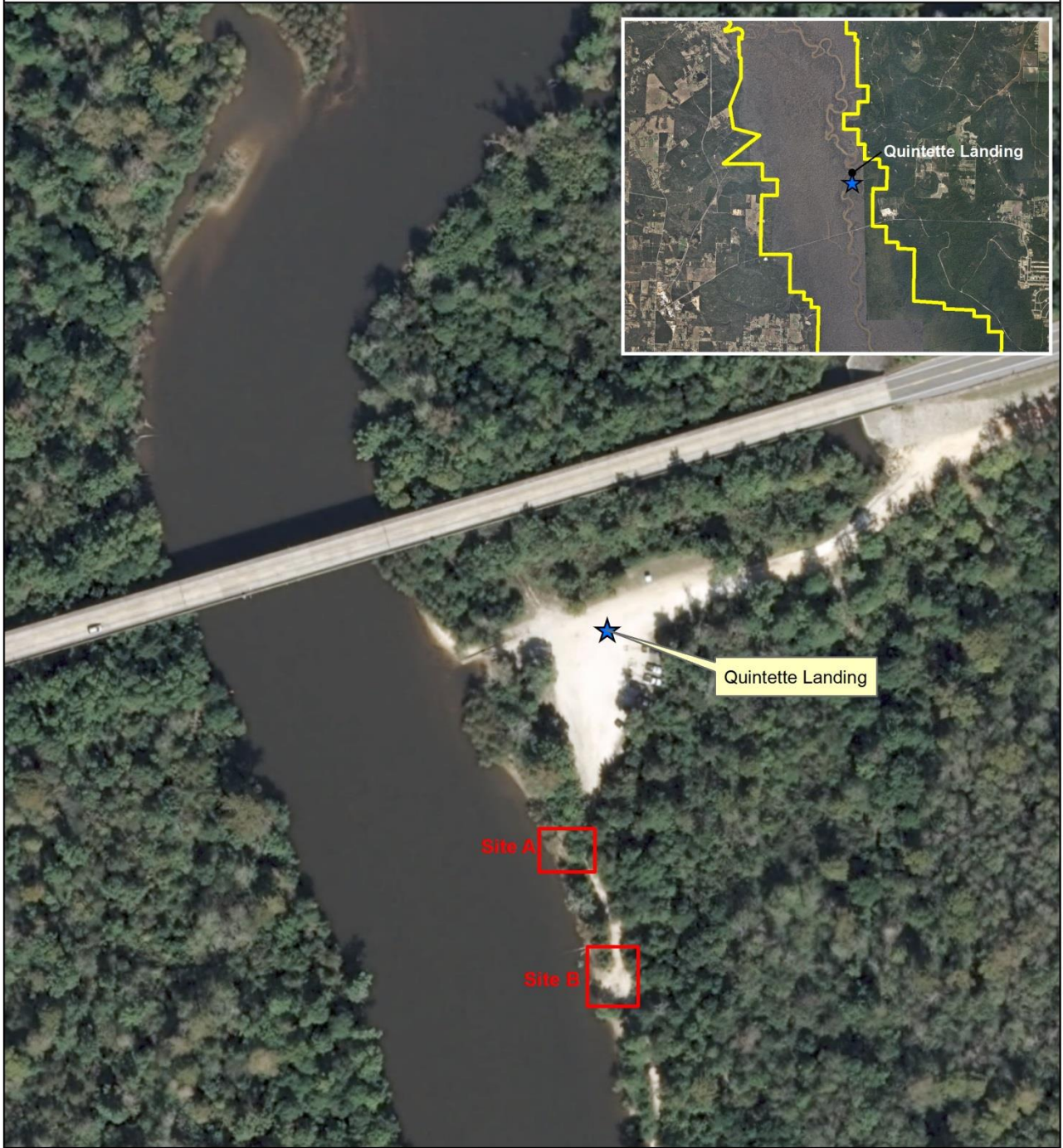
**Background**

District staff recently received a request from Escambia County for access and temporary construction work space at Quintette Landing in support of a bridge piling scour repair project on the nearby Highway 184 (Quintette Road) bridge. Quintette Landing is located in Santa Rosa County and is part of the Escambia River Water Management Area; however, this request is from Escambia County, who will be managing the project.

As depicted on the attached map, the County's contractor will either select Site A or Site B to use for the bridge repair project. District property will be utilized for access, equipment and material staging and loading of material onto barges, for a term of up to 12 months. The County's contractor will be responsible for any necessary improvements to the existing roadways and staging areas needed to complete this project, subject to approval by the District. Upon completion of the project, the County will ensure the access road, boat ramp, and staging areas are restored to pre-existing conditions to the satisfaction of the District. In addition, if Site A is utilized for staging and loading, the County will provide a landscape restoration plan and restore the area with native tree species. The County will also ensure the public has access to the boat ramp throughout the duration of this project. The District will enter into two license agreements to conduct this project; the first license agreement will be with Escambia County and the second license agreement will be with the contractor that is selected to conduct the work.



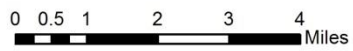
Exhibit A



★ Quintette Landing

□ District Lands

Quintette Landing Access & Temporary  
Construction Work Space License Agreement  
Santa Rosa County, Florida  
Escambia River Water Management Area  
Section 20, Township 2 North, Range 30 West



## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### MEMORANDUM

TO: Lands Committee

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

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

DATE: July 1, 2016

SUBJECT: Consideration of F4 Tech's Strategic Forest Planning Proposal

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#### Recommendations

Staff recommends the Governing Board approve F4 Tech's Strategic Forest Planning Proposal of \$35,750 to determine the future long-term growth and yield of the District's pine forest resources and predict future revenue generation at various forest management scenarios. This expenditure will be subject to approval of a future FY 2015-2016 budget amendment.

#### Background

Given a stable timber market, staff is fairly confident existing pine timber resource revenues, especially sand pine clearcut and slash and loblolly pine thinning harvests, can provide approximately \$2M in funding for the District's land management program for approximately nine years. What happens after nine years or if the price for pine pulpwood were to plummet is unknown? For example:

- How many years will it take for the District's restored longleaf pine forests to reach merchantability and how much volume can be selectively and sustainably harvested and what is the expected annual revenue generated?
- How much timber revenue will our pine plantation stands contribute annually as the District transition's into old growth unevenaged management of all our pine timber resources?
- If the price for pine pulpwood fell below \$15 per ton, how many years can our pine timber revenues provide land management funding at \$2.0 to \$2.5M annually?
- Can the District manage its slash and loblolly pine plantations differently to maximize revenue generation while achieving our long-term old growth unevenaged forest management goals?
- Can future pine timber revenues fund our land management program, as well as provide additional funds to augment other operational expenses, e.g. increases in employee health insurance, local government grants, etc.?

Answers to these and other questions are vital to determining short-term and long-term budgetary needs for the District's land management and potentially other programs. In an effort to address these questions and provide the Board with a more stable foundation for making future budgetary decisions, staff proposes to conduct strategic forest planning utilizing the services of F4 Tech. Staff intended to conduct strategic forest planning beginning in FY 2016-2017, but given the desire to more quickly seek answers to the above questions for future budgetary consideration, staff is requesting to move forward with this initiative this fiscal year.

As such, F4 Tech has provided the District with a proposal (see attached) to utilize District specific field data compatible with the *Remsoft Spatial Planning System (Remsoft)* and *SilvAssist Dashboard* to conduct strategic forest planning services. The results of the Remsoft models, i.e. one baseline or current condition model and one alternative forest management regime model will be presented for discussion at the September meeting. F4 Tech's cost for these strategic forest planning services is \$35,750.

Per F4 Tech:

- F4 Tech has a *Remsoft* software license and typically runs *Remsoft* models or model updates for clients on an annual basis, e.g. St. Joe – annual model run with a three-year operational plan.
- *Remsoft* is a highly technical model requiring many programming input variables and cannot be utilized at the client level, i.e. each model run has to be programmed. It is also an external, expensive software package.
- *Remsoft* results will be reported through the District's *SilvAssist Forest Information Dashboard* which is being concurrently developed by F4 Tech.
- Using growth/yield predictions, the District can run some less complex "ad hoc" models using specific pine timber stands and F4 Tech will assist in development and staff training.

At the January 2016 meeting, the Board approved \$66,250 to develop the District's Forest Information Dashboard. This expenditure coupled with the above strategic forest planning proposal of \$35,750 will bring the District's FY 2015-2016 expenditures for F4 Tech services to \$102,000.

Results provided from these models will greatly assist in answering the questions poised above and should provide the District with a number of options for future budget considerations.



# Northwest Florida Water Management District (NWFWMD)

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## Strategic Planning 2016 Proposal

F4 Tech  
7/1/2016

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## Background/Current Situation

### Inventory Data

F4 Tech has provided forest inventory data collection and GIS stand level mapping creation/editing services for the Northwest Florida Water Management District (District) since 2012. During the last four years 6,142 plots have been installed as part of a phased inventory project conducted by subcontractors and ongoing pre-sale pine timber inventories conducted by district staff. These plots represent primarily pine dominated forest types on an ownership area of almost 49,000 acres of pine forest lands. The District has a desire to leverage this valuable data in order to assist in the decision making process about the current conditions and future forest management decisions, especially to predict short-term and long-term sustainable pine timber revenue generation to augment land management operation funding.

### Reporting and Analytics

Reports are currently generated using the SilvAssist Toolbar for ArcGIS. Using the toolbar, Excel pivot reports are generated to display stand-stock data and associated statistics, as well as preformatted Crystal reports. Pivot reports are customizable through Excel and can be organized to the user's preference, however preferred settings are not saved and must be reconfigured for each newly run report. The District is currently migrating its land management database information and other land management operations/activities into the SilvAssist Forest Information Dashboard for all inventory reporting and event management.

In addition to current standing pine timber, the toolbar also allows the user to format data for use in the Forest Vegetation Simulator (FVS). The data outputs include a formatted input database and a .loc file which are run through FVS. The growth and yield data that comes out of FVS can then be used to predict future standing stock and value through Remsoft models.

### Business Requirement

During preliminary meetings, District staff have outlined the following business needs for future pine timber management consideration.

- Rising costs and projected legislative budgetary cutbacks have increased the need to explore methods of supplemental funding such as increased or sustainable long-term pine timber revenue generation
- With current pine timber management practices and an increased timber revenue goal, from \$1.5M per year to \$2.0M per year, it is believed that there will be a point where short-term revenue generation goals are no longer feasible
  - A long-term strategic planning model, utilizing current data and Remsoft planning software, can help to establish trends as well as give better ideas about the effect of current and alternate management decisions
  - Strategic pine timber harvest planning would allow District staff to better establish a stable revenue point as well as identify potential periods of revenue shortfall
  - Of particular interest is the point where liquidation and restoration of offsite sand pine plantation timber and slash and loblolly plantation thinning harvests are completed, as soon as 8-9 years in the future, and other products from the continued management of thinned slash and loblolly pine plantations and restored longleaf pine forests must be relied on to produce revenue

## Proposed Solution

### Strategic Forest Planning

Strategic Forest Planning is a process whereby plans are grounded in facts (data) and driven by goals. This technology lets the user access the information on hand to meet the objectives they define. F4 Tech proposes a solution utilizing Remsoft Spatial Planning System (Remsoft) and SilvAssist Dashboard. Remsoft is transparent, repeatable and beyond delivering static numbers about forest condition, users can 'drill-down' and understand where the answer came from. Harvest and treatment schedules are produced to observe all constraints and objectives and to optimize on the conditions that are chosen, through the planning process, by the client.

The proposed tasks to support strategic forest planning include:

- a. Conduct scoping session to determine model objective, operational constraints (such as annual expenditures, workforce capacity, etc.), silvicultural actions, desired outputs, and simulation scenarios (questions to ask the model).
- b. Create yield tables for use in the model based on removals/increased growth for silvicultural actions available in the model.
- c. Prepare all GIS data for the modeling effort. Make sure it is complete, with the latest edits. Also ensure that typology is correct and is fully attributed.
- d. Code the model. Set-up model for long term (20 – 30 year) strategic run including multiple scenario analysis that compare different constraints/actions (i.e. more vs. less intensive management).
- e. Run model and publish results to SilvAssist Ownership Dashboard.
- f. Run up to two what-if scenarios (baseline, plus one alternate management regime), based on the agreed upon parameters in scoping sessions.
- g. Develop model design and documentation to record the items outlined above in the scoping sessions as well as processes used and model assumptions. This will be used as a reference when building the model as well as when needed to know what was completed and what the assumptions were.
- h. Prepare all results and presentation of deliverables, including documentation.
- i. Onsite presentation of all deliverables at District Headquarters.

## Cost Proposal

### NFWFMD - Strategic Forest Planning Model 2016

Number	Task	Hours	Rate	Funds
1. a	Model Planning and Design Sessions	8	\$ 135.00	\$ 1,080.00
1. b	Yield Table Creation	80	\$ 135.00	\$ 10,800.00
1. c	GIS Data Preparation	24	\$ 135.00	\$ 3,240.00
1. d	Model Coding	30	\$ 135.00	\$ 4,050.00
1. e	Publish Model Results	20.5333	\$ 135.00	\$ 2,772.00
1. f	Two What-If Scenario Runs (Base and Alternate)	40	\$ 135.00	\$ 5,400.00
1. g	Model Documentation	8	\$ 135.00	\$ 1,080.00
1. h	Prepare for Presentation	8	\$ 135.00	\$ 1,080.00
1. i	Present Model Results	8	\$ 135.00	\$ 1,080.00
1.j	Project Management and Administration	34	\$ 152.00	\$ 5,168.00
	<b>Total</b>	<b>260.5333</b>		<b>\$ 35,750.00</b>

## Proposed Timeline

Assuming a June 15<sup>th</sup>, 2016 start date, F4 Tech will have all model runs completed by August 30<sup>th</sup>, 2016 and will assist in presenting the results to the NFWFMD Board of Directors on September 8<sup>th</sup>, 2016.

## Sole Source Justification

- 1) F4 Tech is the most familiar with the District's current data and structures, land ownership, and pine timber management regimes.
- 2) Strategic forest planning model results need to be delivered via F4 Tech's SilvAssist Dashboard, which is proprietary F4 tech software and technology
- 3) Growth and yield models, utilizing F4 Tech's SilvAssist software to integrate into the USFS's FVS, are best suited for district lands and the way those lands are projected to be managed long-term
- 4) F4 Tech's Strategic Planning Proposal builds and enhances the District's ongoing program to develop a land management database, including reporting and analytics utilizing SilvAssist Forest Information Dashboard, which will yield long-term savings in time, effort and costs.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Lands Committee

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

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

DATE: June 29, 2016

SUBJECT: Consideration of Proposed Grisset Pond and Wolf Pond Cattle Grazing Area Specifications; Econfina Creek WMA

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**Recommendation**

Utilizing the specifications presented, direct staff to prepare and advertise an Invitation to Bid (ITB) package for cattle grazing lease consideration on the Grisset Pond and Wolf Pond tracts.

**Background**

Last July, Dr. Roger West and District staff evaluated water management areas (WMAs) and parcels within WMAs that may be suitable to lease for cattle grazing. The evaluation focused on natural resource considerations, cattle grazing assessment and operations, and other factors. The result was a suitability ranking of the WMA parcels from a cattle grazing perspective as high, medium, or low. An overview of the feasibility of cattle grazing on District lands was presented to the Governing Board in December 2015.

At the December meeting, four parcels, Garcon Point, Grisset Pond, Wolf Pond and Hobbs Pasture (North and South) were selected for Resource Management Division (RMD) staff to performed a suitability analysis from a resource protection perspective. The suitability analysis utilized FDACS BMP Guidelines for cattle grazing and other factors, especially potential impacts to habitats, wetlands and adjacent waterbodies, nutrient loading, erodible areas, etc. March 2016, RMD staff presented the Board with the results of their suitability analysis identifying the Grisset Pond and Wolf Pond tracts as appropriate to offer in an Invitation to Bid (ITB) for cattle grazing leases.

## **Next Step**

Since the March meeting, staff have developed the specifications for bidding the Grisset Pond and Wolf Pond cattle grazing lease areas. At the July meeting, utilizing a series of Exhibit Maps, staff will provide the Lands Committee with an overview of the following for each tract:

- General lease area (aerial view);
- Upland cattle grazing area acreage, and per BMPs, excluded wetland and excessive slope areas;
- Prescribed burn area (typically a little larger than the grazing area); and
- Fencing condition (existing and needed), gate, cattle guard or gap needs, equestrian trail crossing gaps and potential power sources for water wells or minimum watering trough requirements.

Based on the cattle grazing area specifications and subject to approval of the Lands Committee, staff intends to recommend the District proceed to prepare an Invitation to Bid package for cattle grazing lease consideration on the Grisset Pond and Wolf Pond tracts.

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

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

**Thursday  
June 9, 2016**

Governing Board Members Present

George Roberts, Chairman  
Jerry Pate, Vice Chairman  
John W. Alter, Secretary-Treasurer  
Gus Andrews  
Marc Dunbar  
Bo Spring

Governing Board Members Absent

Jon Costello  
Ted Everett  
Nick Patronis

1. Opening Ceremonies

Governing Board Chairman George Roberts called the meeting to order at 1:04 p.m. ET. Brett Cyphers called the roll and a quorum was declared present.

2. Additions, Deletions or Changes to the Agenda

There were no additions, deletions or changes to the agenda.

3. Approval of the Minutes for May 12, 2016

MOTIONED BY JOHN W. ALTER, SECONDED BY MARC DUNBAR, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR MAY 12, 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

4. Approval of the Financial Reports for the Month of April 2016

MOTIONED BY BO SPRING, SECONDED BY MARC DUNBAR, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF APRIL 2016. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Committee Reports and Recommendations for Board Action

Resource Management Committee:

Consideration of Cooperative Agreement with the Apalachee Regional Planning Council for Apalachicola River and Bay Surface Water Improvement and Management Plan Update Support

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH THE APALACHEE REGIONAL PLANNING COUNCIL AND EXECUTE SUPPORTING TASK ORDERS NOT TO EXCEED \$80,000 IN SUPPORT OF AN UPDATE TO THE APALACHICOLA RIVER AND BAY SWIM PLAN, SUBJECT TO THE DISTRICT'S ADOPTED BUDGET AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.



Consideration of ITB 16B-007, Testing and Monitor Well Construction in Santa Rosa, Okaloosa, and Walton Counties, Florida

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO ITB 16B-007 FOR TESTING AND MONITOR WELL CONSTRUCTION IN SANTA ROSA, OKALOOSA, AND WALTON COUNTIES, FLORIDA AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE QUALIFIED BIDDER THAT SUBMITTED THE LOWEST BID. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of ITB 16B-010 for Wakulla County Saltwater Interface Monitor Well

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO ITB 16B-010 FOR WAKULLA COUNTY SALTWATER INTERFACE MONITOR WELL AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE QUALIFIED BIDDER THAT SUBMITTED THE LOWEST BID. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of FDEP Revenue Contract G0423 Amendment #1, Integrated Water Resources Monitoring Program

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A REVENUE CONTRACT WITH FDEP (CONTRACT G0423, AMENDMENT #1) FOR CONTINUATION OF THE DISTRICT'S PARTICIPATION IN THE WATER QUALITY SAMPLING PROGRAM FOR THE WATER QUALITY STATUS AND GROUNDWATER TEMPORAL VARIABILITY PROJECTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Lands Committee:

Consideration of Maintenance Agreement between the Board of County Commissioners of Walton County and Northwest Florida Water Management District

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE THE MAINTENANCE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF WALTON COUNTY AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of ITB 16B-005; 2016 Gainer Pond Timber Sale

MOTIONED BY JERRY PATE, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 16B-005, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, DEERPOINT TIMBER PRODUCTS, INC. AT THE BID PRICES OF \$12.20 PER TON FOR PINE PULPWOOD; \$24.00 PER TON FOR PINE CHIP-N-SAW; AND \$30.00 PER TON FOR PINE SAW TIMBER. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Consideration of ITB 16B-009 for 2016 Pine and Hardwood Tree Eradication Services

MOTIONED BY JERRY PATE, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO ITB 16B-009 FOR 2016 PINE AND HARDWOOD TREE ERADICATION SERVICES AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH EXPRESS FORESTRY SERVICES, LLC, IN THE AMOUNT OF \$77,976.00 TO FACILITATE THIS WORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Amendment No. 3 to the Fiscal Year 2015-2016 Budget Adjusting Beginning Fund Balance

MOTIONED BY JERRY PATE, SECONDED BY BO SPRING, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 3 TO THE FISCAL YEAR 2015-2016 BUDGET ADJUSTING FUND BALANCES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Request for Authorization to Declare and Dispose of Surplus Property

MOTIONED BY JERRY PATE, SECONDED BY JOHN W. ALTER, THAT THE GOVERNING BOARD APPROVE TO DECLARE THE PROPERTY ITEMS AS SURPLUS, AUTHORIZE STAFF TO DISPOSE OF THE ITEMS IN ACCORDANCE WITH ESTABLISHED PROCEDURES, AND REMOVE THEM FROM THE DISTRICT'S PROPERTY RECORDS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Legal Counsel Report

No legal matters to discuss.

Meeting was adjourned at 1:23 p.m. ET.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending May 31, 2016

Balance Forward - Operating Funds	\$51,279,342.04	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$148,247.27	
Contracts Receivable	509,936.26	
Other Deposits/Refunds/Adjustments	27,312.24	
Transfers from Lands Accounts	<u>0.00</u>	
Total Deposits during month	<u>685,495.77</u>	
Total Deposits and Balance Forward		\$ 51,964,837.81
Disbursements:		
Employee Salaries	444,200.20	
Employee Benefits	271,634.89	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	162,902.09	
Operating Expenses - Services	240,984.32	
Operating Expenses - Commodities	25,829.57	
Operating Capital Outlay	14,498.58	
Grants and Aids	<u>1,138,174.48</u>	
Total Operating Expenses during month	2,298,224.13	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	<u>13,921.74</u>	
Total Funds Disbursed by check during month	2,312,145.87	
Bank Debits (Fees, Deposit Slips, etc.)	77.78	
Transfer to Land Acquisition Account	<u>0.00</u>	
Total Funds Disbursed		<u>2,312,223.65</u>
Cash Balance Operating Funds at month end		\$ 49,652,614.16
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking @ .2%	104,995.76	
Payroll Account	6,092.97	
Pensacola Account	520.00	
Investment Accounts @ 0.6%		
General Fund	26,426,769.95	
Lands Fee Fund	5,811,777.20	
SWIM Fund	1,072,692.80	
Springs Protection	54.32	
Mitigation Fund	<u>16,229,460.91</u>	
Total Operating Depositories at month end	\$ 49,652,614.16	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
Financial Report  
Summary Statement of Receipts, Disbursements & Cash Balances  
For Month Ending May 31, 2016

Land Acquisition Funds @ 0.6%	\$ 483,839.56	
Total Land Acquisition Funds		483,839.56
Restricted Management Funds:		
Phipps Land Mgmt @ 0.6%	152,279.08	
Total Land Acquisition Funds		152,279.08
Total Land Acquisition, and Restricted Management Funds		<u>636,118.64</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 50,288,732.80</u></u>

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

Date:     July 14, 2016

**Northwest Florida Water Management District**  
**Statement of Sources and Uses of Funds**  
**For the Period ending May 31, 2016**  
**(Unaudited)**

	<b>Current Budget</b>	<b>Actuals Through 5/31/2016</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,433,785	\$ 3,127,758	\$ (306,027)	91%
Intergovernmental Revenues	34,148,300	9,966,282	(24,182,018)	29%
Interest on Invested Funds	42,650	136,062	93,412	319%
License and Permit Fees	332,500	274,840	(57,660)	83%
Other	2,248,652	481,645	(1,767,007)	21%
Fund Balance	35,736,267		(35,736,267)	0%
<b>Total Sources</b>	<b>\$ 75,942,154</b>	<b>\$ 13,986,587</b>	<b>\$ (61,955,567)</b>	<b>18%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances<sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated<sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 7,097,878	\$ 2,409,789	\$ 135,910	\$ 4,552,179	34%	36%
Acquisition, Restoration and Public Works	38,672,135	6,088,373	102,070	32,481,692	16%	16%
Operation and Maintenance of Lands and Works	3,905,175	1,811,804	266,792	1,826,579	46%	53%
Regulation	3,882,130	2,174,456	92,576	1,615,099	56%	58%
Outreach	180,324	109,133	123	71,068	61%	61%
Management and Administration	2,037,482	1,282,058	32,132	723,293	63%	65%
<b>Total Uses</b>	<b>\$ 55,775,124</b>	<b>\$ 13,875,612</b>	<b>\$ 629,602</b>	<b>\$ 41,269,911</b>	<b>25%</b>	<b>26%</b>
Reserves	20,167,030			20,167,030	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 75,942,154</b>	<b>\$ 13,875,612</b>	<b>\$ 629,602</b>	<b>\$ 61,436,941</b>	<b>18%</b>	<b>19%</b>

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

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

This unaudited financial statement is prepared as of May 31, 2016, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

MAY 2016

CHECKS	5/5/2016	\$	502,360.30
AP EFT CHECKS	5/5/2016		12,897.80
CHECKS	5/12/2016		403,037.83
AP EFT CHECKS	5/13/2016		2,081.61
CHECKS	5/19/2016		343,102.83
AP EFT CHECKS	5/19/2016		1,114.27
CHECKS	5/26/2016		506,634.64
AP EFT CHECKS	5/26/2016		216.00
VOIDED CHECK			-3,395.00
RETIREMENT			82,988.65
		\$	<u>1,851,038.93</u>

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Chairman or Executive Director

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July 14, 2016  
Date



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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
4812	ALL AMERICAN RENTALS, INC.	05/05/2016	140.00	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	05/05/2016	140.00	PORTABLE TOILETS
4453	B&D CONTRACTORS, INC.	05/05/2016	5,040.00	900 TONS DOLOMITE ROCK
4180	BA MERCHANT SERVICES	05/05/2016	201.58	TRANSACTION FEES FOR E-PERMITT
3269	CDW GOVERNMENT, INC.	05/05/2016	3,600.00	WEBSense RENEWAL
5125	CITY OF PARKER	05/05/2016	398,412.05	STORMWATER IMPROVEMENT PROJECT
319	THE COUNTY RECORD	05/05/2016	15.00	NEWSPAPER AD FOR 2016 GB MEETI
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/05/2016	3,273.97	QUARTERLY INTEREST
744	DEPT. OF THE INTERIOR - USGS	05/05/2016	7,234.00	GROUNDWATER LEVEL MONITORING N
5147	TOWN OF ESTO	05/05/2016	3,770.00	WATER MAIN REPLACEMENT PROJECT
2702	FISH AND WILDLIFE	05/05/2016	3,519.71	LAW ENFORCEMENT/SECURITY SERVI
2701	FLORIDA MUNICIPAL INSURANCE TRUST	05/05/2016	559.96	WC DEDUCTIBLE
5172	FREDDIE WILBON	05/05/2016	750.00	JANITORIAL SERVICE FOR CRESTVI
2299	LIBERTY COUNTY SOLID WASTE	05/05/2016	28.00	SOLID WASTE-FL RIVER
5227	MAC'S AUTO SERVICE	05/05/2016	913.41	REPAIRS TO FORD F-250 (2424)
1205	OFFICE DEPOT, INC.	05/05/2016	28.02	OFFICE SUPPLIES
71	PETTY CASH	05/05/2016	82.36	PETTY CASH
906	PURVIS, GRAY AND COMPANY, LLP	05/05/2016	11,850.00	FINANCIAL AUDIT SERVICES
3074	ST. JOHNS RIVER WATER MGMT DISTRICT	05/05/2016	56,160.00	DISTRICT E PERMITTING SYSTEM
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/05/2016	371.34	MOBILE PRINTER AND INK FOR REG
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/05/2016	307.30	PRINTER MAINTENANCE KIT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/05/2016	17.68	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/05/2016	14.12	OFFICE SUPPLIES
3783	SUTRON CORPORATION	05/05/2016	4,968.00	IRIDIUM TELEMETRY SERVICE
3783	SUTRON CORPORATION	05/05/2016	666.00	ANNUAL IRIDIUM TELEMETRY SERVI
5218	WAGeworks, INC.	05/05/2016	142.80	ADMIN FEE FOR FSA
3462	WASTE MANAGEMENT OF PANAMA CITY	05/05/2016	155.00	DUMPSTER FOR ECONFINA OFFICE A
<b>TOTAL CHECKS</b>			<b><u>502,360.30</u></b>	

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

4966	DAVID REED CHERRY	05/06/2016	110.00	TRAVEL REIMBURSEMENT
3080	STEVEN COSTA	05/06/2016	110.00	TRAVEL REIMBURSEMENT
3942	A & W VENTURES, L.C.	05/06/2016	151.34	PORTABLE TOILET FOR PHIPPS PAR
3921	KOUNTRY RENTAL, INC.	05/06/2016	5,985.00	RENTAL, LEASE, AND SERVICE OF
3813	PENNINGTON, P.A.	05/06/2016	6,230.00	LEGAL COUNSEL
4339	KATHARINE PRICE	05/06/2016	110.00	TRAVEL REIMBURSEMENT
5158	CORIE WHITE	05/06/2016	110.00	TRAVEL REIMBURSEMENT
5118	PAUL ZARZA	05/06/2016	91.46	REIMBURSEMENT

**TOTAL ACH TRANSFER** **12,897.80**

**TOTAL AP** **515,258.10**

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
4832	ASSURANT EMPLOYEE BENEFITS	05/12/2016	47.44	PREPAID DENTAL ACCT 5
2967	BANK OF AMERICA	05/12/2016	5,664.28	P-CARD PURCHASES
3880	CITY OF BRISTOL	05/12/2016	82,648.15	WSD CONSTRUCTION OF WATER STOR
5254	CITY OF COTTONDALE	05/12/2016	44,016.07	WATER IMPROVEMENTS PROJECT
3722	CITY OF SPRINGFIELD	05/12/2016	132,060.17	WATER SYSTEM IMPROVEMENTS
45	DMS	05/12/2016	1,506.12	PHONES-HQ
45	DMS	05/12/2016	1,258.77	PHONES-CARR
4748	EAST MILTON WATER SYSTEM	05/12/2016	14.37	WATER-MILTON
4103	EDDIE ENGLISH COMPANY, INC.	05/12/2016	1,085.01	TRAILER WORK AND WIRING KIT A
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/12/2016	6,202.56	FUEL
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/12/2016	1,676.63	WEX TELEMATICS FLEET MANAGEMEN
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	05/12/2016	25.00	FLEET MANAGEMENT SYSTEM - LAND
3379	FL. DEPT. OF AGRICULTURE & CONSUMER SERVICES	05/12/2016	20,000.00	MANAGING FORESTS FOR INCREASED
3337	FORESTECH CONSULTING	05/12/2016	2,034.80	FOREST INFORMATION DASHBOARD 2
3337	FORESTECH CONSULTING	05/12/2016	15,116.80	FOREST INFORMATION DASHBOARD 2
839	FORESTRY SUPPLIERS, INC.	05/12/2016	1,676.96	OPERATIONS AND SAFETY SUPPLIES
839	FORESTRY SUPPLIERS, INC.	05/12/2016	199.00	OPERATIONS AND SAFETY SUPPLIES
5322	FORRESTER FARMS	05/12/2016	48,568.95	AGRICULTURAL BMP COST SHARE AG
5180	GK HOLDINGS, INC	05/12/2016	1,295.00	TRAINING FOR BILL HUNKAPILLER
5180	GK HOLDINGS, INC	05/12/2016	1,495.00	TRAINING FOR BILL HUNKAPILLER
5180	GK HOLDINGS, INC	05/12/2016	1,195.00	TRAINING FOR BILL HUNKAPILLER
5180	GK HOLDINGS, INC	05/12/2016	1,095.00	TRAINING FOR BILL HUNKAPILLER
916	GULF POWER COMPANY	05/12/2016	433.77	ELECTRIC-MILTON
916	GULF POWER COMPANY	05/12/2016	576.29	ELECTRIC-CRESTVIEW
3003	HAVANA FORD, INC.	05/12/2016	74.93	OPEN PURCHASE ORDER FOR REG
5358	ROSS HUTTO	05/12/2016	135.00	TRAVEL REIMBURSEMENT
3193	INSURANCE INFORMATION EXCHANGE	05/12/2016	48.80	BACKGROUND INVESTIGATIONS
4986	PATRICIA LUJAN	05/12/2016	7,374.16	CRESTVIEW LEASE
63	NORTHWEST FLORIDA DAILY NEWS	05/12/2016	136.97	LEGAL ADS
4368	PROFESSIONAL HEALTH EXAMINERS	05/12/2016	41.75	LABORATORY TESTING
5359	MICHAEL RUNDEL	05/12/2016	135.00	TRAVEL REIMBURSEMENT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/12/2016	50.83	10 KEY ADDING MACHINE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/12/2016	55.63	OFFICE SUPPLIES/TONER
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/12/2016	59.33	OFFICE SUPPLIES/TONER
107	TALLAHASSEE STAMP CO.	05/12/2016	39.10	REPLACEMENT STAMPS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	05/12/2016	254.93	WATER/SEWER- HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	05/12/2016	87.17	SECURITY LIGHTS-HQ

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

110	TALQUIN ELECTRIC COOPERATIVE, INC.	05/12/2016	3,477.45	ELECTRIC- HQ
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	05/12/2016	4,059.00	PUBLIC RECREATION SITE CLEAN U
5244	TOWN OF GREENSBORO	05/12/2016	2,928.00	ASBESTOS CEMENT PIPE REPLACEME
3941	TYLER TECHNOLOGIES, INC.	05/12/2016	12,577.37	DISASTER RECOVERY CONTRACT
3711	US POSTAL SERVICE-HASLER	05/12/2016	600.00	POSTAGE FOR CARR OFFICE BUILDI
4557	VERIZON WIRELESS	05/12/2016	841.27	JETPACKS
4774	JOHN T WILLIAMSON	05/12/2016	170.00	JANITORIAL SERVICES FOR THE WF
<b>TOTAL CHECKS</b>			<b><u>403,037.83</u></b>	
4369	JOHN M. BATEMAN	05/13/2016	100.50	TRAVEL REIMBURSEMENT
3228	AMANDA BEDENBAUGH	05/13/2016	178.16	TRAVEL REIMBURSEMENT
5225	WENDY DUGAN	05/13/2016	99.35	TRAVEL REIMBURSEMENT
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	05/13/2016	30.00	MONITORING FOR CRESTVIEW
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	05/13/2016	35.00	MONITORING FOR IT
5170	GREENWOOD, KENNETH	05/13/2016	357.60	TRAVEL REIMBURSEMENT
4607	MAIL FINANCE INC	05/13/2016	126.00	MAILING SYSTEM LEASE FOR CRESTVIEW
2268	INNOVATIVE OFFICE SOLUTIONS, INC	05/13/2016	846.00	PHONE MAINTENANCE
3921	KOUNTRY RENTAL, INC.	05/13/2016	207.50	CLEANING OF ECONFINA OFFICE
4534	JANET STRUTZEL	05/13/2016	101.50	TRAVEL REIMBURSEMENT
<b>TOTAL ACH TRANSFER</b>			<b><u>2,081.61</u></b>	
<b>TOTAL AP</b>			<b><u><u>405,119.44</u></u></b>	

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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
3293	ANGUS ANDREWS	05/19/2016	107.69	BOARD TRAVEL
2967	BANK OF AMERICA	05/19/2016	103.00	NOTARY RENEWAL FOR APRIL MURRA
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/19/2016	50,942.74	EMPLOYEE MEDICAL
4742	BRECK BRANNEN	05/19/2016	335.35	LEGAL COUNSEL TRAVEL REIMBURSEMENT
3771	CHOCTAWHATCHEE BASIN ALLIANCE	05/19/2016	22,604.26	CHOCTAWHATCHEE BASIN RESTORATI
5254	CITY OF COTTONDALE	05/19/2016	36,379.00	WATER IMPROVEMENTS PROJECT
3524	CITY OF CRESTVIEW	05/19/2016	40.85	WATER/SEWER CRV
3289	CITY OF TALLAHASSEE	05/19/2016	37.58	LAKESHORE
5131	CITY OF DEFUNIAK SPRINGS	05/19/2016	31,513.77	WATER MAIN REPLACEMENT
45	DMS	05/19/2016	1,909.36	ST. JOHNS CONNECTION
45	DMS	05/19/2016	5.31	WEB SERVER
45	DMS	05/19/2016	6,954.55	ETHERNET-ALL
45	DMS	05/19/2016	73.56	PHONES-MILTON
45	DMS	05/19/2016	5.64	CONFERENCE CALLS
45	DMS	05/19/2016	1,309.65	PHONES-CRESTVIEW
4855	ENVIRON SERVICES INCORPORATED	05/19/2016	2,127.00	JANITORIAL SERVICES, HEADQUART
5298	TED EVERETT	05/19/2016	65.86	BOARD TRAVEL
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	05/19/2016	29.96	FAR ADS FY 2016 BOARD MEETINGS
3399	FLORIDA STORMWATER ASSOC., INC.	05/19/2016	430.00	CONFERENCE REGISTRATION
3282	W.W. GRAINGER, INC.	05/19/2016	123.48	FIELD SUPPLIES
3282	W.W. GRAINGER, INC.	05/19/2016	240.63	FIELD SUPPLIES
3737	GULF COAST UTILITY CONTRACTORS, LLC	05/19/2016	1,140.15	DOLOMITE ROCK
3003	HAVANA FORD, INC.	05/19/2016	35.65	OPEN PURCHASE ORDER FOR REG
61	JACKSON COUNTY FLORIDAN	05/19/2016	75.25	LEGAL ADS
4952	LAW, REDD, CRONA & MUNROE, P.A.	05/19/2016	7,126.00	INSPECTOR GENERAL SERVICES ENG
3266	LOWE'S COMPANIES INC.	05/19/2016	113.90	3M ADHESIVE SEALANT
4600	MYTHICS, INC.	05/19/2016	1,115.47	ORACLE SUPPORT
1205	OFFICE DEPOT, INC.	05/19/2016	12.83	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	05/19/2016	49.90	CAMERAS
1205	OFFICE DEPOT, INC.	05/19/2016	263.82	CAMERAS
64	PANAMA CITY NEWS HERALD	05/19/2016	108.32	LEGAL ADS
4090	JERRY PATE	05/19/2016	162.87	BOARD TRAVEL
4849	NICK PATRONIS	05/19/2016	81.88	BOARD TRAVEL
3370	PAUL'S MARINE SERVICE INC.	05/19/2016	286.27	SERVICE FOR 9.9HP MOTOR ON FL
3370	PAUL'S MARINE SERVICE INC.	05/19/2016	225.17	CARBORATOR REPAIR FOR 9.9HP MO

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

5251	RANDSTAD NORTH AMERICA, INC.	05/19/2016	481.17	STAFF AUG SERVICES
3960	GEORGE ROBERTS	05/19/2016	81.88	BOARD TRAVEL
4720	SOUTHWOOD SHARED RESOURCE CENTER	05/19/2016	2,096.10	OFFSITE DATA STORAGE
4967	SAMUEL SPRING	05/19/2016	85.44	BOARD TRAVEL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/19/2016	341.76	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	05/19/2016	34.74	OFFICE SUPPLIES
3839	TOWN OF CAMPBELLTON	05/19/2016	78,601.10	WATER IMPROVEMENT PROJECT
5245	TOWN OF WESTVILLE	05/19/2016	68,617.07	WATER MAIN REPLACEMENT PROJECT
5245	TOWN OF WESTVILLE	05/19/2016	2,700.00	WATER MAIN REPLACEMENT PROJECT
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF	05/19/2016	3,848.09	DEVELOPMENT OF A BMP SOD-BASED
4358	UNIVERSITY OF FLORIDA (IFAS)	05/19/2016	8,000.00	CFEOR MEMORANDUM OF UNDERSTAND
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	05/19/2016	12,019.80	LAW ENFORCEMENT/SECURITY SERVI
4038	WINDSTREAM COMMUNICATIONS	05/19/2016	58.96	800#'S & EFO LONG DISTANCE
	<b>TOTAL CHECKS</b>		<b><u>343,102.83</u></b>	
3506	THOMAS E. BROWN	05/20/2016	174.75	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	05/20/2016	829.52	CALHOUN CO SHERIFF-LAW ENFCMT/
5032	WILLIAM HUNKAPILLER	05/20/2016	110.00	TRAVEL REIMBURSEMENT
	<b>TOTAL ACH TRANSFER</b>		<b><u>1,114.27</u></b>	
	<b>TOTAL AP</b>		<b><u>344,217.10</u></b>	



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

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5028	AQUATIC INFORMATICS INC	05/26/2016	19,065.07	AQUARIUS LICENSE RENEWAL
2992	BANK OF AMERICA	05/26/2016	283.95	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	05/26/2016	486.54	PAYMENT PORTEL FOR E-PERMITTIN
2992	BANK OF AMERICA	05/26/2016	1,310.44	ACCOUNT ANALYSIS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	05/26/2016	50,942.74	EMPLOYEE MEDICAL INSUR
767	CALHOUN COUNTY TAX COLLECTOR	05/26/2016	5,828.71	PAYMENT IN LIEU OF TAXES
1617	CAPITAL HEALTH PLAN	05/26/2016	78,583.95	EMPLOYEE MEDICAL INSUR
771	CITY OF MARIANNA	05/26/2016	5,000.00	WELL ABANDONMENT FUNDING AGREE
4676	CITY OF MILTON FLORIDA	05/26/2016	35.50	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	05/26/2016	28.54	SEWER-MILTON
97	THE DEFUNIAK HERALD	05/26/2016	25.88	LEGAL ADS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/26/2016	2,186.40	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/26/2016	5,466.00	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/26/2016	6,559.20	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	05/26/2016	1,488.45	LABORATORY ANALYSIS - ECONFINA
4945	MARCUS A. DIXON	05/26/2016	75.00	SECURITY DETAIL FOR MAY 12, 20
5290	ECOLOGY AND ENVIRONMENT, INC.	05/26/2016	27,220.00	WATER RESOURCE ASSESSMENT, DES
3420	GREASE PRO EXPRESS LUBE	05/26/2016	426.00	WMD 0932 REPAIRS
2291	GULF COAST ELECTRIC COOPERATIVE, INC	05/26/2016	233.20	ELECTRIC-ECONFINA
247	HOLMES COUNTY TAX COLLECTOR	05/26/2016	1,997.13	PAYMENT IN LIEU OF TAXES
5360	INDUSTRIAL NETWORKING SOLUTIONS	05/26/2016	7,979.54	CDMA GATEWAYS FOR CELL TELEMET
1717	JACKSON COUNTY PROPERTY APPRAISER	05/26/2016	561.78	3RD QTR FY 15-16
3179	JACKSON COUNTY TAX COLLECTOR	05/26/2016	9,281.89	PAYMENT IN LIEU OF TAXES
3603	JIM STIDHAM & ASSOCIATES, INC.	05/26/2016	7,581.52	WATER RESOURCE EVALUATIONS
5120	JOHNSON'S AUTO REPAIR, INC.	05/26/2016	573.60	REPAIR VEHICLE WMD1774
5120	JOHNSON'S AUTO REPAIR, INC.	05/26/2016	44.89	OPEN PURCHASE ORDER FOR POOL V
5120	JOHNSON'S AUTO REPAIR, INC.	05/26/2016	58.42	OPEN PURCHASE ORDER FOR POOL V
387	LIBERTY CO. TAX COLLECTOR	05/26/2016	7,533.05	PAYMENTS IN LIEU OF TAXES
5297	M RUGGED MOBILE TECHNOLOGY	05/26/2016	3,395.00	RUGGED LAPTOP FOR CORIE WHITE
4873	MAIN STREET AUTOMOTIVE, INC.	05/26/2016	29.66	OPEN PURCHASE ORDER FOR ERP CF
3023	PANAMERICAN CONSULTANTS, INC.	05/26/2016	2,750.00	FEE QUOTE TO CODUCT PHASE I SU
4081	POT-O-GOLD RENTALS, LLC	05/26/2016	1,275.00	PORTABLE TOILETS
906	PURVIS, GRAY AND COMPANY, LLP	05/26/2016	7,900.00	FINANCIAL AUDIT SERVICES
5330	RESEARCH PLANNING, INC.	05/26/2016	5,295.60	WATER RESOURCE EVALUATIONS

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

5353	SARASOTA FUN MACHINES INC.	05/26/2016	10,074.92	SUZUKI ATV
2808	THAT BOOT STORE	05/26/2016	200.00	PRESCRIBED BURN BOOTS
2808	THAT BOOT STORE	05/26/2016	143.09	SAFETY BOOTS
5245	TOWN OF WESTVILLE	05/26/2016	19,157.80	WATER MAIN REPLACEMENT PROJECT
4618	WAKULLA COUNTY BOCC	05/26/2016	154,350.00	MAGNOLIA GARDENS AND WAKULLA G
424	WALTON COUNTY TAX COLLECTOR	05/26/2016	19,346.24	PAYMENT IN LIEU OF TAXES
3180	WASHINGTON COUNTY TAX COLLECTOR	05/26/2016	41,703.25	PAYMENT IN LIEU OF TAXES
4626	WASTE PRO OF FLORIDA, INC	05/26/2016	156.69	SOLID WASTE-HQ
<b>TOTAL CHECKS</b>			<b><u>506,634.64</u></b>	
4607	MAIL FINANCE INC	05/27/2016	126.00	MAILING SYSTEM LEASE FOR CARR,
5240	BRUCE WILSON	05/27/2016	90.00	TRAVEL REIMBURSEMENT
<b>TOTAL ACH TRANSFER</b>			<b><u>216.00</u></b>	
<b>TOTAL AP</b>			<b><u><u>506,850.64</u></u></b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

MAY 2016

DIRECT DEPOSIT	5/13/2016	\$	210,087.63
CHECKS	5/13/2016		2,778.85
FLEX SPENDING TRANSFER	TF0065		1,596.02
DIRECT DEPOSIT	5/27/2016		243,440.87
CHECKS	5/27/2016		1,607.55
FLEX SPENDING TRANSFER	TF0068		1,596.02
		\$	<u>461,106.94</u>

APPROVED:

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Chairman or Executive Director

July 14, 2016

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Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Bill Hunkapiller, Chief, Bureau of Information Technology

DATE: June 28, 2016

SUBJECT: Consideration of Acceptance of the Information Technology Follow-Up Audit Presented by Law, Redd, Crona, & Munroe, P.A.

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**Recommendation**

Staff recommends the Governing Board accept Report #16-01 as presented.

**Background**

The Fiscal Year 2015-2016 Inspector General’s Audit Work Plan included a follow-up review of a 2014 audit on information technology controls. Report #16-01 is titled, “Report on Internal Audit of District Corrective Action Addressing Information Technology Control Deficiencies Disclosed in LRCM Report #14-01, Dated October 1, 2014,” and is provided to the Board as a separate document.

Mr. Jon Ingram, IT Audit Manager with Law, Redd, Crona, & Munroe, P.A. (LRCM), conducted the audit, and will be presenting observations and recommendations. This report is considered exempt from public records per Section 281.301, Florida Statutes, regarding information relating to security systems. Additionally, specific details of the findings will not be disclosed during the presentation to avoid the possibility of compromising District data and information technology resources.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director  
Guy Gowens, Assistant Executive Director  
Wendy Dugan, Director, Division of Administration  
Nick Wooten, Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Environmental and Resource Planning

DATE: June 27, 2016

SUBJECT: Consideration of Reimbursement Agreement for Apalachicola-Chattahoochee-Flint (ACF) Support Services

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**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to execute an agreement with the Florida Department of Environmental Protection (FDEP) for reimbursement of District staff costs, not to exceed \$158,000, associated with performing ACF support services.

**Background**

The FDEP has agreed to reimburse District staff costs, not to exceed \$158,000, for ACF support services. The District's support will include: investigations, studies, analysis, preparation of reports, oral testimony, attending and conducting discovery, hearings, trials, and other services as requested. The agreement will remain in effect for two years.

Attachment: Draft Agreement

**AGREEMENT BETWEEN THE  
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

This Agreement is entered into in the City of Tallahassee, Leon County, Florida by and between the STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the “Department”), an agency of the State of Florida, with headquarters at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida 32399-3000 and the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, whose address is 81 Water Management Drive, Havana, Florida 32333 (hereinafter referred to as the “District”) for expert witness services.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1.  
ENGAGEMENT OF CONTRACTOR**

The Department agrees to engage District and the District agrees to perform the services set forth below. The District agrees and understands that all services contracted will be performed solely by the District and may not be subcontracted for or assigned without the prior written consent of the Department.

**ARTICLE 2.  
SCOPE OF SERVICES**

The District shall provide expert witness services in connection with In Re: State of Florida v. State of Georgia, in the U.S. Supreme Court, No. 142 Original (the “Litigation”). More specifically, but not by way of limitation, District shall assist Department staff with expert analyses in the Litigation (including investigations, studies, analysis, preparation of reports, oral



testimony, attending and conducting discovery, hearings, trials, mediations, and settlement negotiations, if necessary).

**ARTICLE 3.**  
**TIME OF PERFORMANCE**

(1) This Agreement shall begin upon execution by both parties and remain in effect for a period of two (2) years. This Agreement may be renewed for an additional term not to exceed two (2) years. Renewal of the Agreement shall be in writing and subject to the same terms and conditions of this Agreement. The District may request and the Department reserves the right to increase the rate of compensation in the Renewal Agreement.

(2) This Agreement is subject to the continued satisfactory performance by the District. The parties understand and agree that no services shall be rendered beyond June 30, 2017 and June 30th of each year of this Agreement thereafter until the Department confirms that the Florida legislature has appropriated funds that can be used for this Agreement. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties recognize that this is an Agreement for expert services and the District agrees that these expert services must be provided in a timely, professional and ethical manner.

**ARTICLE 4.  
COMPENSATION**

(1) The District shall be compensated for time spent performing its services, at the rates set out for the employee allowed under Chapter 112, Florida Statutes:

DISTRICT POSITION	HOURLY RATE
241002 - CHIEF- BUREAU, INFORMATION TECHNOLOGY	70.64
242004 - SYSTEMS ADMINISTRATOR & HELP DESK PROGRAM MANAGER	34.13
431010 - SECTION MANAGER, RESOURCE PLANNING	41.86
421009 - CHIEF- BUREAU OF WATER RESOURC EVALUATION	54.91
421027 - HYDROGEOLOGIST IV	37.97
431038 - ENVIRONMENTAL SCIENTIST V	58.19
411014 - HYDROLOGIST IV	45.40
432021 - WATER RESOURCE PLANNER IV	33.87
401078 - ADMINISTRATIVE ASSISTANT III	32.72
401001 - DIVISION DIRECTOR - RESOURCE MANAGEMENT	76.53
411009 - PROGRAM MANAGER - HYDROLOGIST DATA SERVICES	42.45
411002 - CHIEF- BUREAU OF HYDROLOGY & ENGINEERING	62.45
411021 – HYDROLOGIST I	28.14
432012 - WATER RESOURCE PLANNER II	28.50
411017 - HYDROLOGIST IV PG	36.14
421030 - HYDROLOGIST II	36.76
321026 - LANDS ADMINISTRATOR III	40.74
311002 - CHIEF-BUREAU OF LAND MANAGEMENT OPERATIONS	66.76
301029 - ADMINISTRATIVE ASSISTANT I	21.24
521045 - HYDROLOGIST II	25.63
521064 - REGULATORY SUPPORT SPECIALIST III	31.07
521002 - CHIEF- BUREAU OF GROUND WATER REGULATION	51.14
541005 - CHIEF- BUREAU OF PERFORMANCE & COMPLIANCE IMPROVEMENT	45.50
431004 - CHIEF- BUREAU OF ENVIRONMENT & RESOURCE PLANNING	65.19
521035 - PROGRAM MANAGER - HYDROLOGIST	35.45
501001 - DIVISION DIRECTOR - REGULATORY SERVICES	68.66

The District shall provide a schedule and list of tasks to be performed during the term of the Agreement, and a proposed budget for each task. The task list, task descriptions and budgeted amounts may be amended upon written approval (via email) by the Department's Contract Manager.

(2) The aggregate maximum amount for all the above services, including costs, through June 30, 2017, shall not exceed the sum of \$158,000. In the event that additional services are required under this Agreement which exceed the maximum compensation amount established above, the Department reserves the right, to increase the maximum compensation amount by formal amendment to this Agreement.

(3) Routine costs such as local telephone calls, local and incoming facsimile transmissions, local travel, routine postage, word processing, and secretarial and clerical services are District overhead and will not be separately compensated. Non-routine additional expenses such as copying, long distance charges, and courier services will be reimbursed, upon submission of receipts.

(4) Justified and reasonable costs, including travel expenses which are directly and exclusively related to the professional services rendered under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, which requires original receipts to be submitted before reimbursement can be requested. For the purpose of computing travel expenses, the District's place of business shall be 81 Water Management Dr., Havana, Florida 32333 and all travel expenses shall be computed on that basis.

(5) The Department is exempted from payment of Florida state sales and use tax and Federal Excise tax. The District, however, shall not use the Department's Tax Exemption Number to secure any materials or services. The District shall be responsible and liable for the

payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(6) The District shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(7) Payment for services and costs shall be made, in accordance with the provisions of Section 215.422, Florida Statutes.

(8) Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman, to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516.

(9) In accordance with the provision of Section 287.0582, Florida Statutes, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

(10) No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the District shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within 20 days. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, terminate the Agreement for failure to perform.

(11) The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Agreement shall be exempt from any transaction fee.

**ARTICLE 5.**  
**DOCUMENTATION**

(1) The District shall submit no more frequently than monthly written invoices to the Department's Contract Manager. Invoices for all fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit review (Section 287.058(1)(a), Florida Statutes). Invoiced costs must be accompanied by copies of actual receipts. All invoices shall be submitted to the Department's Contract Manager by email.

(2) The District shall maintain a file(s), available for inspection by the Department documenting all costs and fees incurred in connection with this Agreement. The file(s) shall be maintained for a period of five (5) years from the termination date of this Agreement, unless otherwise extended in writing by the Department.

**ARTICLE 6.**  
**PUBLIC RECORDS**

(1) The District shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) Upon request from the Department's custodian of public records, the District shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) The District shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the District does not transfer the records to the Department.

(4) Upon completion of the Agreement, the District shall transfer, at no cost to the Department, all public records in possession of the District or keep and maintain public records required by the Department to perform the services under this Agreement. If the District transfers all public records to the Department upon completion of the Agreement, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

(5) This Agreement may be unilaterally canceled by the Department for the District's failure or refusal to comply with any of the foregoing provisions, or to either provide to Department upon request, or to allow inspection and copying of, all documents, papers, letters, or other material made or received by the District in conjunction with this Agreement, unless the records are claimed and determined to be exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. If the District fails to provide the public records to the Department within a reasonable time, the District may be subject to penalties under Section 119.10, Florida Statutes.

**ARTICLE 7.**  
**TERMINATION OF THIS CONTRACT**

(1) The Department may terminate the Agreement for its convenience or cause at any time. If this Agreement is terminated, the District shall be reimbursed for services satisfactorily performed prior to such termination, subject to setoff, recoupment or forfeiture for any such

damage sustained by the Department as a result of District's breach.

(2) If this Agreement is terminated, all finished and unfinished documents, data, studies, correspondence, and other products prepared by the District under this Agreement shall be made available to and for the exclusive use of the Department.

(3) Notwithstanding the above, District shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination or breach of this Agreement by the District.

(4) In the event that its statements are not paid as provided by this Agreement, the District reserves the right to suspend its services until satisfactory payment arrangements are made or, if necessary, to terminate such services.

**ARTICLE 8.**  
**INDEPENDENT CONTRACTOR**

(1) The District, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the Department.

(2) The District warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the District to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 9.**  
**LIABILITY AND INSURANCE**

(1) The Department shall not assume any liability for any acts, omissions, or negligence of the District, its agents, servants, and employees, nor shall the District disclaim its

own negligence to the Department or any third party.

(2) To the extent required by law, the District will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the District shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the District. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the District shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

(3) The District warrants and represents that it is self-funded for liability insurance, or will secure and maintain liability insurance during the life of this Agreement, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the District's officers, employees, servants and agents while acting within the scope of their employment with the District.

**ARTICLE 10.**  
**NONDISCRIMINATION AND COMPLIANCE**

(1) The District shall comply with all federal state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

(2) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a



bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(3) The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

(4) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

(5) The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the District knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The District shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**ARTICLE 11.**  
**ADMINISTRATION OF AGREEMENT**

(1) The Department's Contract Manager is Heather Chapman at (850) 245-2209, whose email contact information is [heather.chapman@dep.state.fl.us](mailto:heather.chapman@dep.state.fl.us).

(2) The District's Contract Manager is Jerrick Saquibal at (850) 539-5999, whose email contact information is [jerrick.saquibal@nwfwater.com](mailto:jerrick.saquibal@nwfwater.com).

(3) All written and verbal approvals referenced in this Agreement must be obtained from the parties' Contract Managers or their designees.

(4) All notices must be given to the parties' Contract Managers. Notice will be deemed given when delivered by regular mail (evidenced by a delivery receipt) or electronic mail to the Managers at the email addresses indicated above.

**ARTICLE 12.**  
**INTEGRATION, EFFECTIVE DATE AND AMENDMENT**

(1) This Agreement shall become effective and bind the parties upon its execution by each of their representatives.

(2) This Agreement, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or Agreements on this subject.

(3) Any changes to this Agreement must be mutually agreed upon and incorporated in written amendments to this Agreement, with the exception of changing sources of funding.

**ARTICLE 13.**  
**SPECIAL CONDITIONS**

(1) All contacts with the news media pertaining to the subject matter of the Agreement shall be referred to the Department's General Counsel and the District shall issue no statement, press release or comment with regard thereto without prior consent and approval of the Department.

(2) Anything that is produced or developed in connection with this Agreement shall

remain the exclusive property of the Department and may not be copyrighted, patented, or its use otherwise restricted as provided by law by the District. Neither the District nor any other individual employed under this Agreement shall have any proprietary interest in any product(s) developed under this Agreement.

(3) Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, the District is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the District to perform under this Agreement.

(4) The Contractor understands its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

**ARTICLE 14.**  
**VENUE, CHOICE OF LAW, EXECUTION, INTERPRETATION**

(1) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(2) Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

(3) The headings contained herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(4) This Agreement has been delivered in the State of Florida and shall be construed

in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection with this Agreement shall be brought in a court of competent jurisdiction located in Leon County, Florida.

IN WITNESS THEREOF, the STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION and a representative on behalf of NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, have executed this AGREEMENT.

\_\_\_\_\_  
Brett J. Cyphers, Executive Director  
Northwest Florida Water Management District

\_\_\_\_\_  
Jonathan P. Steverson, or his designee  
Department of Environmental Protection

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

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

FEID No. 59-1531621

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
Department Attorney

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  
July 14, 2016  
1:05 p.m., ET

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

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals

A-1 Applicant: Florida State University  
App. No.: 2B-073-117-7  
Site: Florida State University  
Use: Heating and Cooling

Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 37.964 million gallons per day (1517.520 million gallons per month maximum) of groundwater from the Floridan aquifer for heating and cooling uses.

Duration Recommended: 20 Years  
Staff Recommendation: Approval  
Public Comment Received: No

A-2 Applicant: Clinton Nurseries of Florida, Inc.  
App. No.: 2B-039-3038-7  
Site: Clinton Nurseries of Florida, Inc.  
Use: Agricultural and Public Supply Uses

Authorization Statement: This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.544 million gallons per day (37.873 million gallons per month maximum) of groundwater from the Floridan aquifer and 0.498 million gallons per day (28.5 million gallons per month maximum) of surface water from impoundments of the Hurricane Branch and its unnamed tributary for agricultural and public supply uses.

Duration Recommended: 20 Years  
Staff Recommendation: Approval  
Public Comment Received: No

TAP/tp

WATER USE TECHNICAL STAFF REPORT  
31-May-2016  
Application No.: 2B-073-117-7

**Owner:** James Stephens  
Florida State University  
Director Of Utilities  
990 Learning Way, Bldg. 30  
Tallahassee, FL 32306-4158  
(850) 644-3884

**Applicant:** James Stephens  
Florida State University  
Director Of Utilities  
990 Learning Way, Bldg. 30  
Tallahassee, FL 32306-4158  
(850) 644-3884

**Agent:** Not Applicable

**Compliance Contact:** James Stephens  
Florida State University  
Director Of Utilities  
990 Learning Way, Bldg. 30  
Tallahassee, FL 32306-4158  
(850) 644-3884

**Project Name:** Florida State University  
**County:** Leon  
**WRCA:** N/A  
**ARC:** N/A  
**Objectors:** No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 37.964 million gallons per day (1517.520 million gallons per month maximum) of groundwater from the Floridan aquifer for heating and cooling uses.

**Recommendation:** Approval  
**Reviewers:** Dominic Delgado

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be August 1, 2036. 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)	37,964,000	37,964,000	37,964,000
Maximum Month (GAL)	1,517,520,000	1,517,520,000	1,517,520,000

DESCRIPTION:

Florida State University requests the renewal of Individual Water Use Permit (IWUP) No. 2B-073-117-7 for the continued authorization of proposed well FSU #55R and for groundwater withdrawals from the Floridan aquifer for heating and cooling uses without changes to the currently permitted withdrawal amounts.

The applicant will return all water withdrawn from the Floridan aquifer to the same aquifer system, excluding minor evaporative loss. This use has been in existence since 1984 without any observed or reported significant impacts to the resource or existing legal uses in the nearby area.

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 use(s). 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 37.964 million gallons and a maximum monthly withdrawal of 1,517.52 million gallons. Staff also recommends that the expiration date of the permit be August 1, 2036, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

**WELL INFORMATION:**

**Site Name:** Florida State University

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
12871	FSU #01S	12	105	200	400	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12872	FSU #02R	8	140	195	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12873	FSU #03S	12	135	360	700	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12874	FSU #04R	10	110	320	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12875	FSU #05S	12	120	230	500	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12876	FSU #06S	12	125	340	700	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12877	FSU #07S	12	100	310	500	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12878	FSU #08S	12	185	190	500	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12952	FSU #09S	10	180	355	500	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12953	FSU #10S	10	165	360	700	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12954	FSU #11S	12	160	230	800	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
12955	FSU #12R	12	240	380	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13002	FSU #14S	12	300	400	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13003	FSU #15S	18	260	616	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial



13004	FSU #16S	12	285	425	935	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13005	FSU #17S	6	145	170	160	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13006	FSU #18S	12	300	520	1130	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13007	FSU #19S	6	135	250	160	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13008	FSU #20S	14	300	600	2300	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13009	FSU #21S	12	150	200	1300	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13010	FSU #22S	16	120	250	2750	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13148	FSU #23S	16	245	295	2056	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13149	FSU #24R	12	325	500	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13151	FSU #25R	24	120	280	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13152	FSU #26R	24	195	290	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13153	FSU #27S	10	105	240	852	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13154	FSU #28R	10	260	360	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13155	FSU #29S	10	100	200	628	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13156	FSU #30S	10	140	300	300	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13204	FSU #32R	16	100	210	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13205	FSU #33S	10	315	320	400	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13206	FSU #34S	10	285	370	300	Floridan Aquifer (Undiff)	Active	Commercial/Industrial

13207	FSU #35S	18	280	400	4000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13328	FSU #47S	36	232	390	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13329	FSU #48R	24	120	240	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13330	FSU #49R	24	70	120	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13400	FSU #36S	18	280	400	4000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13403	FSU #39S	14	310	425	912	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13404	FSU #40R	12	160	260	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13405	FSU #41S	24	280	450	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13406	FSU #42S	24	280	450	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13408	FSU #44S	24	230	450	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13409	FSU #45R	24	120	260	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
13410	FSU #46S	24	230	380	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
14764	FSU #50S	24	246	405	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
14765	FSU #51S	24	250	405	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
14766	FSU #53S	10	240	131	Unknown	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
14767	FSU #54S	24	250	400	5000	Floridan Aquifer (Undiff)	Active	Commercial/Industrial
15376	FSU #55R	24	225	300	Unknown	Floridan Aquifer (Undiff)	Proposed	Commercial/Industrial

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-073-117-7**  
**Florida State University**

**Specific Conditions**

1. This permit shall expire on August 1, 2036.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 37.964 million gallons per day (1517.520 million gallons per month maximum) of groundwater from the Floridan aquifer for heating and cooling uses. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. 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
FSU #01S	AAA8845	Sec.35B, T1N, R1W
FSU #02R	AAJ8792	Sec.35B, T1N, R1W
FSU #03S	AAA8847	Sec.36A, T1N, R1W
FSU #04R	AAA8894	Sec.36A, T1N, R1W
FSU #05S	AAA8858	Sec.35B, T1N, R1W
FSU #06S	AAA8857	Sec.35B, T1N, R1W
FSU #07S	AAA8859	Sec.35B, T1N, R1W
FSU #08S	AAA8856	Sec.35B, T1N, R1W
FSU #09S	AAA8849	Sec.36A, T1N, R1W
FSU #10S	AAA8850	Sec.36A, T1N, R1W
FSU #11S	AAK2292	Sec.35A, T1N, R1W
FSU #12R	AAA8899	Sec.35A, T1N, R1W
FSU #13S	Abandoned	Sec.35B, T1N, R1W
FSU #14R	AAK2290	Sec.35B, T1N, R1W
FSU #15S	AAA9097	Sec. 35B, T1N, R1W
FSU #16S	AAA8852	Sec. 36C, T1N, R1W
FSU #17S	AAA8898	Sec. 35A, T1N, R1W
FSU #18S	AAA8860	Sec. 35A, T1N, R1W
FSU #19S	AAA8896	Sec.35B, T1N, R1W
FSU #20S	AAA8893	Sec.35B, T1N, R1W
FSU #21S	AAA8844	Sec.35B, T1N, R1W
FSU #22S	AAA2136	Sec.35B, T1N, R1W

FSU #23S	AAA8846	Sec.35B, T1N, R1W
FSU #24R	AAA8892	Sec.35B, T1N, R1W
FSU #25R	AAA2135	Sec.35C, T1N, R1W
FSU #25R	AAI0848	Sec.35D, T1N, R1W
FSU #26R	AAA8891	Sec.35C, T1N, R1W
FSU #27S	AAA8848	Sec.36A, T1N, R1W
FSU #28R	AAA8895	Sec.36A, T1N, R1W
FSU #29S	AAA8855	Sec.35B, T1N, R1W
FSU #30S	AAA8851	Sec.36A, T1N, R1W
FSU #31S	AAA8853	Sec.36A, T1N, R1W
FSU #32R	AAA8890	Sec.36C, T1N, R1W
FSU #33S	AAA8897	Sec.35A, T1N, R1W
FSU #34S	AAA8854	Sec.35B, T1N, R1W
FSU #35S	AAA8840	Sec.35B, T1N, R1W
FSU #36S	AAA8843	Sec.35B, T1N, R1W
FSU #37S	AAA8861	Sec.36C, T1N, R1W
FSU #38R	AAA8862	Sec.36C, T1N, R1W
FSU #39S	AAA8863	Sec.36C, T1N, R1W
FSU #40R	AAA8889	Sec.36C, T1N, R1W
FSU #41S	AAA8841	Sec.35B, T1N, R1W
FSU #42S	AAA8842	Sec.35B, T1N, R1W
FSU #43R	AAA9096	Sec.35A, T1N, R1W
FSU #44S	AAA9095	Sec.35A, T1N, R1W
FSU #45	AAA8900	Sec.35C, T1N, R1W
FSU #46	AAK2291	Sec.35A, T1N, R1W
FSU #47S	AAK0018	Sec.35A, T1N, R1W
FSU #48R	AAK0243	Sec.35A, T1N, R1W
FSU #49R	AAI5271	Sec.35D, T1N, R1W
FSU #50S	AAM6746	Sec.35B, T1N, R1W
FSU #51S	AAM6747	Sec.35B, T1N, R1W
FSU #52S	AAL1209	Sec.35D, T1N, R1W
FSU #53S	AAN1511	Sec.35B, T1N, R1W
FSU #54S	AAN5532	Sec.35B, T1N, R1W
FSU #55S	TBA	Sec.35D, T1N, R1W

- The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA8845 for FSU 01S) when submitting reports or otherwise corresponding with the District.

5. 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.
6. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.
7. Heat Pump Supply Uses – The Permittee shall return nominally 100% of water withdrawn for Heat Pump Supply to the same portion of the aquifer from which it was withdrawn.
8. 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.

### **Standard Conditions**

9. 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.
10. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.

WATER USE TECHNICAL STAFF REPORT  
27-May-2016  
Application No.: 2B-039-3038-7

**Owner:** Clinton Nurseries of Florida, Inc.  
P.O. Box 997  
Havana, FL 32333  
850-539-5022

**Applicant:** Diana M. Thurman  
Clinton Nurseries of Florida  
PO Box 997  
Havana, FL 32333  
(850) 530-5022

**Agent:** Not Applicable

**Compliance Contact:** Diana M. Thurman  
Clinton Nurseries of Florida  
PO Box 997  
Havana, FL 32333  
(850) 530-5022

**Project Name:** Clinton Nurseries of Florida, Inc.  
**County:** Gadsden  
**WRCA:** N/A  
**ARC:** N/A  
**Objectors:** No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.544 million gallons per day (37.873 million gallons per month maximum) of groundwater from the Floridan aquifer and 0.498 million gallons per day (28.5 million gallons per month maximum) of surface water from impoundments of the Hurricane Branch and its unnamed tributary for agricultural and public supply uses.

**Recommendation:** Approval  
**Reviewers:** Dominic Delgado

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date be August 1, 2036. 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)	1,041,650	1,041,650	1,041,650
Maximum Month (GAL)	66,373,000	66,373,000	66,373,000

DESCRIPTION:

Clinton Nurseries requests renewal of Individual Water Use Permit (IWUP) No. 2B-039-3038-7 for the continued authorization of groundwater withdrawals from the Floridan aquifer and surface water withdrawals from an impoundment on an unnamed tributary of Hurricane Branch (Brembry Pond) for agricultural irrigation and public supply uses without changes to the currently permitted withdrawal amounts.

Staff used the Agricultural Field Scale Irrigation Requirements Simulation (AFSIRS) to determine the irrigation demand associated with 152 acres of spring and fall plantings of woody ornamentals in containers. Staff recommends authorization of AFSIRS derived amounts.

Staff used the program DRAWDOWN to determine drawdowns within the Floridan aquifer as result of Clinton Nurseries pumping groundwater. Drawdowns of approximately 1.45 feet and 1.27 feet were simulated at distances of one-half mile and one mile, respectively, from the center of pumping. These drawdowns are considered to be minor and are not anticipated to cause harm to the resource or existing legal use(s).

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 use(s). 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 1.042 million gallons and a maximum monthly withdrawal of 66.373 million gallons. Staff also recommends that the expiration date of the permit be July 1, 2036, and that the permit be conditioned as per the "Conditions for Issuance" included in Exhibit A of the permit document.

**WELL INFORMATION:**

**Site Name:** Clinton Nurseries of Florida, Inc.

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
13011	CNF #01	6	Unknown	495	165	Floridan Aquifer (Undiff)	Active	Agricultural
13012	CNF #02	6	Unknown	495	220	Floridan Aquifer (Undiff)	Active	Agricultural
13013	CNF #03	4	Unknown	400	20	Floridan Aquifer (Undiff)	Active	Agricultural
13014	CNF #04	10	350	500	270	Floridan Aquifer (Undiff)	Active	Agricultural
13015	CNF #06	10	410	500	300	Floridan Aquifer (Undiff)	Active	Agricultural
13016	CNF #07	10	300	500	300	Floridan Aquifer (Undiff)	Active	Agricultural
13072	CNF #08	10	400	500	300	Floridan Aquifer (Undiff)	Active	Agricultural

Pumps Detail						
District ID	Station Name	Pump Intake Diameter (inches)	Capacity (GPM)	Source Name	Status	Use Type
17693	CN/SW #9	6	1100	Hurricane Branch	Active	Agricultural
17694	CN/SW #6	6	1100	Hurricane Branch	Active	Agricultural
17695	CN/SW #5	6	1100	Hurricane Branch	Active	Agricultural

**Site Name:** Clinton Nurseries of Florida, Inc.

Wells Detail								
District ID	Station Name	Casing Diameter (inches)	Casing Depth (feet)	Total Depth (feet)	Capacity (GPM)	Source Name	Status	Use Type
19317	CNF #10	10	400	500	300	Floridan Aquifer (Undiff)	Proposed	Agricultural

**"EXHIBIT A"**  
**CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2B-039-3038-7**  
**Clinton Nurseries of Florida, Inc.**

**Specific Conditions**

1. This permit shall expire on August 1, 2036.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.544 million gallons per day (37.873 million gallons per month maximum) of groundwater from the Floridan aquifer and 0.498 million gallons per day (28.5 million gallons per month maximum) of surface water from impoundments of the Hurricane branch and its unnamed tributary for agricultural and public supply uses. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. 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
CNF #1	AAA1775	Sec.34,T3N,R2W
CNF #2	AAA1776	Sec.34,T3N,R2W
CNF #3	AAA1774	Sec.34,T3N,R2W
CNF #4	AAA1777	Sec.3,T2N,R2W
CNF #6	AAB0247	Sec.4,T2N,R2W
CNF #7	AAB0068	Sec.4,T2N,R2W
CNF #8	AAF4658	Sec.4,T2N,R2W
CNF #10	Once Assigned	Sec.4,T2N,R2W
CN/SW #5		Sec.4,T2N,R2W
CN/SW #6		Sec.4,T2N,R2W
CN/SW #9		Sec.33,T3N,R2W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAA1775 for CNF #1) when submitting reports or otherwise corresponding with the District.
5. The Permittee, prior to placing proposed well CN #10 into service, shall conduct a specific capacity test on it of at least eight hours (recommended 24 hours) duration. Results from the test shall be submitted to the District within 30 days of completion of the test, along with any driller's logs and geophysical logs.
6. 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@nfwwater.com](mailto:compliance@nfwwater.com).

7. The Permittee shall install and maintain in-line, totalizing flow meters on production wells and surface water pumps. 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.
8. The Permittee, by October 31, in years 2021, 2026, 2031, 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](mailto:compliance@nfwwater.com).
9. The Permittee, by January 31 of each year, shall submit a status report using Form 168, Annual Crop Summary Report Form. The report shall include: Type and acreage of crop(s) planted and irrigated and type(s) of irrigation system(s).
10. The Permittee, by October 31, 2021, 2026, and 2031 shall provide a description of water conservation and efficiency measures currently implemented or planned to be implemented during the permit duration to minimize groundwater and surface water withdrawals. Measures may include, but are not limited to: Irrigation system evaluation using the Mobile Irrigation Lab (MIL); Irrigation systems upgrades to improve efficiency; improvements to the operation and management of irrigation systems; enhancing reuse and recycling; limiting irrigation to early morning or evening hours to minimize evaporative losses; and other Best Management Practices.
11. The Permittee shall annually evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall maintain the irrigation system to prevent wasteful runoff from the property associated with irrigation.
12. The Permittee shall equip the well and irrigation system with an anti-siphoning device if chemicals are to be applied through the irrigation system, as required by section 487.064, F.S.
13. The Permittee, prior to the construction, alteration and/or enhancement of any surface water withdrawal, diversion, or management system, shall contact the District to determine if a permit will be required. A permit would be required by the District for activities including creek sandbagging, sump excavation, and any maintenance beyond that considered routine or custodial.
14. The Permittee shall ensure that any new irrigation system(s) purchased is/are of an efficiency rating of 90% or greater.
15. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.

16. The Permittee shall manage the farm's surface-water pumping activity to minimize, to the extent practical, fluctuations in the water levels of the surface-water impoundments and to prevent the cessation of stream flow as a result of the farm's irrigation activity.
17. The Permittee, prior to the renewal or modification of this permit, shall contact the Town of Havana and provide the District a detailed report, with supporting documentation, addressing the environmental, technical, and economic feasibility of obtaining reclaimed water for the irrigation needs of the nursery. If the use of reclaimed water is determined feasible, the Permittee shall maximize its use. The Florida Department of Environmental Protection document *Evaluating The Feasibility of Water Reuse* shall be used for guidance with the report.

### **Standard Conditions**

18. 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.
19. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board  
FROM: J. Breck Brannen, General Counsel  
RE: Legal Counsel Report  
DATE: June 30, 2016

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