

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, April 13, 2023
81 Water Management Drive
Havana, Florida 32333**

1. Opening Ceremonies

Called to order at 1:04 p.m.

Savannah Shell called the roll and a quorum was declared present.

Present: George Roberts, Chair; Nick Patronis, Secretary-Treasurer; John Alter; Gus Andrews; Ted Everett; Kellie Ralston

Absent: Jerry Pate, Vice Chair; Anna Upton

a. Public Comment

Mr. Mickey Knapp addressed the Board regarding bid openings.

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

None.

4. Approval of the Minutes for March 9, 2023

MOTIONED BY TED EVERETT, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE MINUTES FOR MARCH 9, 2023. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of February 2023

MOTIONED BY JOHN ALTER, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF FEBRUARY 2023. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Approval of Resolution No. 915 Declaring April as Springs Protection Awareness Month

MOTIONED BY JOHN ALTER, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 915 RECOGNIZING APRIL 2023 AS SPRINGS PROTECTION AWARENESS MONTH IN NORTHWEST FLORIDA. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Approval of Resolution No. 916 Declaring April as Water Conservation Month

MOTIONED BY TED EVERETT, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE RESOLUTION NO. 916 RECOGNIZING APRIL 2023 AS WATER CONSERVATION MONTH IN NORTHWEST FLORIDA. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Amendment 3 to the Fiscal Year 2022-2023 Budget

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 917 AMENDING THE FISCAL YEAR 2022-2023 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Fiscal Year 2023-2024 Springs Restoration and Alternative Water Supply Funding Requests

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD (1) APPROVE THE SPRINGS PROJECTS INCLUDED IN TABLE 1 TOTALING \$32,126,585, (2) APPROVE THE ALTERNATIVE WATER SUPPLY ("AWS") PROJECTS INCLUDED IN TABLE 2 TOTALING \$32,941,137, (3) APPROVE SUBMITTAL OF THE SPRINGS AND AWS PROJECTS TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING CONSIDERATION, AND (4) AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH DEP AND COOPERATORS TO RECEIVE UP TO THE AMOUNTS REQUESTED AND IMPLEMENT SPRINGS RESTORATION AND AWS PROJECTS AS DESCRIBED, SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of Grant of Right-of-Way Easement to Choctawhatchee Electric Cooperative, Inc. on District Land along Smokehouse Lake Road

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD (1) MAKE A DETERMINATION THAT THE AREA NEEDED FOR THIS RIGHT-OF-WAY EASEMENT IS NOT REQUIRED ONLY FOR DISTRICT CONSERVATION PURPOSES BUT CAN ALSO BE USED TO PROVIDE A RIGHT-OF-WAY EASEMENT FOR PROVIDING AN OVERHEAD DISTRIBUTION POWERLINE, GUY WIRES AND ANCHORES TO CHOCTAWHATCHEE ELECTRIC COOPERATIVE, INC. ("CHELCO, INC."); AND (2) IN FURTHERANCE THEREOF, GRANT THE RIGHT-OF-WAY EASEMENT TO CHELCO, INC. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Benenati Parcel; Econfina Creek WMA

MOTIONED BY NICK PATRONIS, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD (1) ACCEPT THE APPRAISAL PREPARED BY CARLTON APPRAISAL COMPANY AND REVIEW APPRAISAL PREPARED BY CARROLL APPRAISAL COMPANY, INC. FOR THE BENENATI PARCEL IN WASHINGTON COUNTY; AND (2) APPROVE THE PURCHASE AND SALE AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ALL CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, AND APPROVAL OF THE AGREEMENT BY LEGAL COUNSEL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

12. Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Batten Parcels; Econfina Creek WMA

MOTIONED BY GUS ANDREWS, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) ACCEPT THE APPRAISALS PREPARED BY CARLTON APPRAISAL COMPANY AND REVIEW APPRAISALS PREPARED BY CARROLL APPRAISAL COMPANY, INC. FOR THE BATTEN PARCELS IN WASHINGTON COUNTY; AND (2) APPROVE THE PURCHASE AND SALE AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ALL CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, AND APPROVAL OF THE AGREEMENT BY LEGAL COUNSEL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Smith Parcel; Econfina Creek WMA

MOTIONED BY JOHN ALTER, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) ACCEPT THE APPRAISAL PREPARED BY CARLTON APPRAISAL COMPANY AND REVIEW APPRAISAL PREPARED BY CARROLL APPRAISAL COMPANY, INC. FOR THE SMITH PARCEL IN WASHINGTON COUNTY; AND (2) APPROVE THE PURCHASE AND SALE AGREEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND ALL CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, AND APPROVAL OF THE AGREEMENT BY LEGAL COUNSEL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

14. Consideration of ITB 23B-005 for Purchase of Longleaf Pine Tubelings

MOTIONED BY TED EVERETT, SECONDED BY NICK PATONIS, THAT THE GOVERNING BOARD APPROVE THE BID RECEIVED IN RESPONSE TO INVITATION TO BID 23B-005 FOR THE PURCHASE OF LONGLEAF PINE TUBELINGS AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH MEEKS FARM & NURSERY, INC., IN AN AMOUNT UP TO \$116,984 TO FACILITATE THIS WORK SUBJECT TO FISCAL YEAR 2023-24 BUDGET APPROVAL AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

15. Northwest Florida Estuary Programs Update

Informational purposes only.

16. Legislative Update

Informational purposes only.

17. Legal Counsel Report

Breck Brannen stated there are no pending cases in which the District is a party.

18. Executive Director Comments

Meeting was adjourned at 2:18 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending March 31, 2023

Balance Forward - Operating Funds \$39,344,906.71

Operating Funds Received in current month:

Revenue Receipts, Current	\$297,911.04	
Contracts Receivable	2,651,217.60	
Other Deposits/Refunds/Adjustments	32,555.13	
Transfers from Lands Accounts	0.00	
Total Deposits during month	2,981,683.77	2,981,683.77

Total Deposits and Balance Forward \$ 42,326,590.48

Disbursements:

Employee Salaries	458,313.04	
Employee Benefits	172,947.77	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	883,884.51	
Operating Expenses - Services	155,599.51	
Operating Expenses - Commodities	87,536.38	
Operating Capital Outlay	108,791.78	
Grants and Aids	105,827.10	
Total Operating Expenses during month	1,972,900.09	
Payables, Prior Year		
Other Disbursements or (Credits)	23,076.99	
Total Funds Disbursed by check during month	1,995,977.08	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,995,977.08	1,995,977.08

Cash Balance Operating Funds at month end \$ 40,330,613.40

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	3,881,607.23	
Payroll Account	6,000.00	
Passthrough (EFT) Account	2,404.49	
Investment Accounts:		
Fla. Board of Administration @ 4.84%		
General Fund	15,051,254.79	
Lands Fee Fund	4,202,685.41	
Ecosystem TF	72,824.42	
Water Prot. & Sust. Program TF	101,185.26	
Okaloosa Regional Reuse	1,165,884.51	
Mitigation Fund	15,846,517.04	

Total Operating Depositories at month end \$ 40,330,613.40

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending March 31, 2023

Land Acquisition Funds:

Fla. Board of Administration @ 4.84%	\$ 293,276.88	
Total Land Acquisition Funds		293,276.88

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 4.84%	40,464.19	
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Fla. Board of Administration Cypress Springs R&M Account @ 4.84%	<u>800,336.46</u>	
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Total Restricted Land Management Funds		<u>840,800.65</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,134,077.53</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 41,464,690.93</u></u>
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Approved: _____
Chairman or Executive Director

Date: May 11, 2023

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending March 31, 2023
(Unaudited)

	Current Budget	Actuals Through 3/31/2023	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,792,899	\$ 3,389,277	\$ (403,622)	89%
Intergovernmental Revenues	98,384,673	3,807,615	(94,577,058)	4%
Interest on Invested Funds	49,500	855,887	806,387	1729%
License and Permit Fees	655,000	365,800	(289,200)	56%
Other	2,495,263	327,871	(2,167,392)	13%
Fund Balance	29,459,952		(29,459,952)	0%
Total Sources	\$ 134,837,287	\$ 8,746,451	\$ (126,090,836)	6%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 6,095,261	\$ 1,453,299	\$ 2,139,449	\$ 2,502,513	24%	59%
Acquisition, Restoration and Public Works	88,431,936	5,399,761	30,529,152	52,503,023	6%	41%
Operation and Maintenance of Lands and Works	7,518,827	4,018,170	1,328,946	2,171,711	53%	71%
Regulation	4,378,607	1,650,772	204,803	2,523,032	38%	42%
Outreach	145,141	70,000	748	74,393	48%	49%
Management and Administration	2,377,045	972,772	77,599	1,326,673	41%	44%
Total Uses	\$ 108,946,817	\$ 13,564,773	\$ 34,280,699	\$ 61,101,345	12%	44%
Reserves	25,890,470			25,890,470	0%	0%
Total Uses and Reserves	\$ 134,837,287	\$ 13,564,773	\$ 34,280,699	\$ 86,991,815	10%	35%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of March 31, 2023, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
GENERAL FUND
MARCH 2023

CHECKS	03/02/2023	\$	234,212.63
ACH TRANSFERS	03/03/2023		103,588.30
DIRECT DISBURSMENTS	03/03/2023		68,037.06
CHECKS	03/09/2023		32,178.54
ACH TRANSFERS	03/10/2023		36,680.75
DIRECT DISBURSEMENTS	03/10/2023		1,165.00
VOIDED CHECKS	03/14/2023		-50.00
CHECKS	03/16/2023		73,754.58
ACH TRANSFERS	03/17/2023		404,421.14
DIRECT DISBURSEMENTS	03/17/2023		16,076.64
VOIDED CHECKS	03/22/2023		-3,500.00
CHECKS	03/23/2023		278,338.20
ACH TRANSFERS	03/23/2023		157,654.54
DIRECT DISBURSEMENTS	03/23/2023		265.00
CHECKS	03/30/2023		57,746.88
ACH TRANSFERS	03/31/2023		64,232.08
		\$	<u>1,524,801.34</u>

Chairman or Executive Director

May 11, 2023
Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5913	ABC LIQUORS INC	3/2/2023	70.00	ABC LIQUORS P288405-9 OVERPMT REFUND
4522	AECOM TECHNICAL SERVICES, INC	3/2/2023	131,817.00	LAKE MUNSON HARMFUL ALGAE BLOO
95	AT&T	3/2/2023	349.56	PHONE SERVICE - EFO
2992	BANK OF AMERICA	3/2/2023	439.57	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	3/2/2023	1,020.69	JANUARY 2023 ANALYSIS STATEMENT
4180	BANK OF AMERICA	3/2/2023	619.00	TRANSACTION FEE FOR EPERMITTING
4180	BANK OF AMERICA	3/2/2023	94.75	MONTHLY TRANSACTION FEES
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	3/2/2023	719.00	MEDICARE
3289	CITY OF TALLAHASSEE	3/2/2023	315.00	3 PARKING PASSES FOR KLEMAN PLAZA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	3/2/2023	2,076.43	INTEREST EARNINGS QE DEC 2023
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	3/2/2023	694.40	INTEREST EARNINGS QE DEC 2023
5917	DRAYTON ARNOLD	3/2/2023	15,193.75	PASS COVER CROP COST SHARE AGR
5917	DRAYTON ARNOLD	3/2/2023	31,650.00	PASS COST SHARE AGREEMENT
3424	MIDTOWN PRINT CO.	3/2/2023	25.00	DRILLER STICKERS
3424	MIDTOWN PRINT CO.	3/2/2023	60.00	REG BUSINESS CARDS
5298	TED EVERETT	3/2/2023	40.37	TRAVEL REIMBURSEMENT
4848	JERRY PATE TURF & IRRIGATION, INC.	3/2/2023	1,000.00	REFUND CHECK
3406	NEECE TRUCK TIRE CENTER INC.	3/2/2023	991.76	4 WRANGLER AT ADVENTURE 285/70R17 FOR WMD-96837
5890	NEVES PUBLISHING GROUP LLC	3/2/2023	55.00	PUBLISH NORD NOTICE
5909	SNS KLONDIKE LLC	3/2/2023	100.00	SNS REALTY P308049 EPERMIT DISCOUNT REFUND
5223	SOUTHERN HABITATS, LLC	3/2/2023	35,000.00	35,000 GRASS PLUGS SHLMB
4832	SUN LIFE FINANCIAL	3/2/2023	5,287.04	DENTAL
4832	SUN LIFE FINANCIAL	3/2/2023	63.50	PREPAID DENTAL
4834	SUN LIFE FINANCIAL	3/2/2023	1,008.90	LIFE INSURANCE
4834	SUN LIFE FINANCIAL	3/2/2023	3,223.72	VOL LIFE
4834	SUN LIFE FINANCIAL	3/2/2023	85.03	EMPLOYEE ASSISTANCE PROGRAM
4833	SUN LIFE FINANCIAL	3/2/2023	1,171.21	VOL LTD
5250	SUN LIFE FINANCIAL - VISION	3/2/2023	642.73	VISION
4626	WASTE PRO OF FLORIDA, INC	3/2/2023	187.04	SOLID WASTE - HQ
4626	WASTE PRO OF FLORIDA, INC	3/2/2023	212.18	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
TOTAL CHECKS			\$ 234,212.63	
3293	ANGUS G. ANDREWS, JR.	3/3/2023	91.99	TRAVEL REIMBURSEMENT
5702	AUTO ALLEY INC	3/3/2023	20.95	MINOR REPAIRS FOR HQ REG VEHICLES
4742	BRECK BRANNEN	3/3/2023	61.41	TRAVEL REIMBURSEMENT
5450	CAITLIN BRONGEL	3/3/2023	133.50	TRAVEL REIMBURSEMENT
1617	CAPITAL HEALTH PLAN	3/3/2023	84,062.08	MEDICAL INSURANCE
5824	DAVID STANFORD	3/3/2023	110.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	3/3/2023	110.00	TRAVEL REIMBURSEMENT
5775	KELLIE RALSTON	3/3/2023	72.41	TRAVEL REIMBURSEMENT
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER	3/3/2023	49.00	LABORATORY TESTING
3960	GEORGE ROBERTS	3/3/2023	78.64	TRAVEL REIMBURSEMENT

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5517	SAVANNAH SHELL	3/3/2023	78.32	TRAVEL REIMBURSEMENT
3074	ST. JOHNS RIVER WATER MGMT DISTRICT	3/3/2023	18,720.00	DISTRICT E-PERMITTING SYSTEM
TOTAL ACH TRANSFERS			\$ 103,588.30	
5707	REFUND PAYEEZY	3/3/2023	70.00	MICHAEL LETSON P288405-6 OVERPMT REFUND
5707	REFUND PAYEEZY	3/3/2023	320.00	ERICA FLOYD P310185 WITHDRAWAL REFUND
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	3/3/2023	2,714.77	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	3/3/2023	64,932.29	EMPLOYEE MEDICAL INSURANCE
TOTAL DIRECT DISBURSEMENTS			\$ 68,037.06	
TOTAL AP			\$ 405,837.99	
3289	CITY OF TALLAHASSEE	3/9/2023	45.78	LAKESHORE & I10
319	THE COUNTY RECORD	3/9/2023	27.00	LEGAL ADS-WATER USE PERMITS
3424	MIDTOWN PRINT CO.	3/9/2023	25.00	DRILLER STICKERS
4748	EAST MILTON WATER SYSTEM	3/9/2023	11.02	WATER - MILTON OFFICE
4538	FASTENAL COMPANY	3/9/2023	1,856.79	CHAINS AND BINDERS FOR EQUIPMENT TRANSPORTS
5918	FREY FARMS HOLDINGS LLC	3/9/2023	29,250.00	PASS COST SHARE AGREEMENT
3266	LOWE'S COMPANIES INC.	3/9/2023	189.96	BULBS, BALLASTS, AND WIRE CONNECTORS
3266	LOWE'S COMPANIES INC.	3/9/2023	582.99	BULBS, BALLASTS, AND WIRE CONNECTORS
4465	SHERIFF OF SANTA ROSA COUNTY	3/9/2023	40.00	PROCESS SERVER
5916	THOMAS GASMANN	3/9/2023	150.00	REFUND LICENSE APP FEE
TOTAL CHECKS			\$ 32,178.54	
3293	ANGUS G. ANDREWS, JR.	3/10/2023	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5702	AUTO ALLEY INC	3/10/2023	41.90	MINOR REPAIRS FOR POOL VEHICLES AT HQ
5871	AVS SYSTEMS INC	3/10/2023	75.00	DFO SECURITY
3506	THOMAS E. BROWN	3/10/2023	99.00	TRAVEL REIMBURSEMENT
3978	CHRISTINA COGER	3/10/2023	384.04	TRAVEL REIMBURSEMENT
97	THE DEFUNIAK HERALD	3/10/2023	49.00	LEGAL ADS-WATER USE PERMITS
3942	A & W VENTURES, L.C.	3/10/2023	250.00	PORTABLE TOILET FOR PHIPPS PARK
5368	KOUNTRY RENTAL NWF, INC.	3/10/2023	8,305.00	SERVICE FOR PORTABLE TOILETS-C
2293	LANE'S OUTDOOR EQUIPMENT, INC	3/10/2023	659.98	CHAINSAWS FOR TSI PROJECTS
5802	MURPHY CASSIDY DIESEL REPAIRS	3/10/2023	91.13	MINOR REPAIRS FOR REG VEHICLES
4918	APRIL MURRAY	3/10/2023	225.00	TRAVEL REIMBURSEMENT
5894	ODESSA CLEANING SERVICE LLC	3/10/2023	225.00	ECONFINA FIELD OFFICE CLEANING
5614	ZACHARY J. SELLERS	3/10/2023	971.25	DFO JANITORIAL SERVICES
5651	SGS TECHNOLOGIE, LLC	3/10/2023	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4091	THE SHOE BOX	3/10/2023	233.50	REG CLOTHING ORDER

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4799	STAPLES CONTRACT & COMMERCIAL, INC.	3/10/2023	158.37	OFFICE SUPPLIES
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3/10/2023	4,481.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3/10/2023	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5884	TRE INDUSTRIES LLC	3/10/2023	50.00	LABORATORY TESTING
5337	VANASSEE HANGEN BRUSTLIN, INC.	3/10/2023	8,100.00	AGREEMENT FOR AS NEEDED SERVIC
5218	WAGEWORKS, INC.	3/10/2023	56.55	COBRA ADMINISTRATION
5218	WAGEWORKS, INC.	3/10/2023	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	472.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	449.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	274.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	350.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	175.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	390.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
5060	EXTREME LOGISTICS GULF COAST, LLC	3/10/2023	200.00	RENTAL & SERVICE OF PORTABLE & COMPOST TOILETS
TOTAL ACH TRANSFERS			\$ 36,680.75	
5707	REFUND PAYEEZY	3/10/2023	50.00	REFUND WELL PERMIT 310069 FOR OVERPAYMENT
5707	REFUND PAYEEZY	3/10/2023	35.00	REFUND FOR WELL PERMIT 309971 WITHDRAWN
5707	REFUND PAYEEZY	3/10/2023	1,080.00	PAUL BATTLE P310128 OVERPMT REFUND
TOTAL DIRECT DISBURSEMENTS			\$ 1,165.00	
TOTAL AP			\$ 70,024.29	
4923	JOHN ALTER	3/16/2023	56.07	TRAVEL REIMBURSEMENT
2992	BANK OF AMERICA	3/16/2023	447.11	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	3/16/2023	1,086.65	FEBRUARY 2023 ANALYSIS STATEMENT
5671	THOMAS BASFORD	3/16/2023	50.00	REFUND WELL PERMIT #307583-1
3289	CITY OF TALLAHASSEE	3/16/2023	115.00	3 PARKING PASSES FOR KLEMAN PLAZA
3289	CITY OF TALLAHASSEE	3/16/2023	115.00	3 PARKING PASSES FOR KLEMAN PLAZA
3289	CITY OF TALLAHASSEE	3/16/2023	115.00	3 PARKING PASSES FOR KLEMAN PLAZA
5914	CRH AUTO REPAIR INC	3/16/2023	242.74	DIAGNOSTIC AND TOW FEE FOR WMD-2428
5298	TED EVERETT	3/16/2023	66.75	TRAVEL REIMBURSEMENT
2701	FLORIDA MUNICIPAL INSURANCE TRUST	3/16/2023	31,321.50	THIRD INSTALLMENT FY 22-23
916	FPL NORTHWEST FLORIDA	3/16/2023	568.12	DEFUNIAK ELECTRIC
916	FPL NORTHWEST FLORIDA	3/16/2023	207.62	MILTON ELECTRIC

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5872	FUSION FLEET SERVICES LLC	3/16/2023	5,422.45	INSTALL/REMOVAL OF GPS UNITS IN FLEET VEHICLES
391	GADSDEN COUNTY TAX COLLECTOR	3/16/2023	239.10	TAG AND REGISTRATIONS FOR FLEET VEHICLES
2291	GULF COAST ELECTRIC COOPERATIVE, INC	3/16/2023	309.64	ELECTRIC SERVICE - EFO
5474	HATCHER PUBLISHING INC	3/16/2023	31.00	LEGAL ADS-WATER USE PERMITS
5899	MICHAEL'S OUTDOOR SERVICES LLC	3/16/2023	9,038.40	PAVILION INSTALL - WOLF POND SOUTH CAMPGROUND
5703	OTT HYDROMET CORPORATION	3/16/2023	2,735.43	XCONNECT AND TEMPEST DCS TOOLKIT RENEWAL
4849	NICK PATRONIS	3/16/2023	89.00	TRAVEL REIMBURSEMENT
5919	SAGE DEVCO LLC	3/16/2023	50.00	WUP REFUND FOR PERMIT 4138-10
5223	SOUTHERN HABITATS, LLC	3/16/2023	70.00	SEED STORAGE
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3/16/2023	587.44	WATER / SEWER - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3/16/2023	88.50	SECURITY LIGHTS - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3/16/2023	4,214.82	ELECTRIC - HQ
5737	TELECHECK SERVICES, INC.	3/16/2023	63.20	EPERMITTING FEES-TELECHECK
5737	TELECHECK SERVICES, INC.	3/16/2023	50.00	FEES FOR ONLINE PAYMENTS
4358	UNIVERSITY OF FLORIDA (IFAS)	3/16/2023	14,244.86	EPA FARMER TO FARMER GRANT
4626	WASTE PRO OF FLORIDA, INC	3/16/2023	129.18	SOLID WASTE DUMPSTER - FL RIVER
5920	WOERNER FARMS LLC	3/16/2023	2,000.00	REFUND WUP PERMIT 305502-2
TOTAL CHECKS			\$ 73,754.58	
5702	AUTO ALLEY INC	3/17/2023	160.37	MINOR REPAIRS FOR LAB VEHICLES
4845	CALHOUN COUNTY SHERIFF'S OFFICE	3/17/2023	1,024.00	LAW ENFORCEMENT/SECURITY SERVI
5687	COLLINS LAND SERVICES, INC.	3/17/2023	103,542.50	HURRICANE MICHAEL REPAIR
5687	COLLINS LAND SERVICES, INC.	3/17/2023	15,219.50	HURRICANE MICHAEL REPAIR
45	DMS	3/17/2023	661.83	DEFUNIAK LOCAL PHONE
45	DMS	3/17/2023	1,963.24	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	3/17/2023	41.16	CONFERENCE CALLS
45	DMS	3/17/2023	1,557.29	HQ LOCAL
45	DMS	3/17/2023	38.28	HQ LONG DISTANCE
45	DMS	3/17/2023	96.76	MILTON LOCAL
45	DMS	3/17/2023	0.32	MILTON LONG DISTANCE
45	DMS	3/17/2023	12.80	AIR CARDS & HOTSPOTS
45	DMS	3/17/2023	10,027.98	HQ ETHERNET
45	DMS	3/17/2023	3.31	LAN PORTS AND INTRANET/INTERNET
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	3/17/2023	3,655.72	3RD QTR FY 22-23
3002	FLORIDA STATE UNIVERSITY	3/17/2023	451.15	OFFSITE DATA STORAGE
3337	FORESTECH CONSULTING	3/17/2023	550.00	LAND MANAGEMENT DATABASE
4959	RICE ENTERPRISES, INC.	3/17/2023	248.90	BATTERIES FOR WMD-96278 AND WMD-1774
1695	JAMES MOORE & COMPANY	3/17/2023	18,000.00	INDEPENDANT AUDITOR SERVICES
5516	JAMES LAMAR	3/17/2023	707.29	TUITION REIMBURSEMENT
5728	MERIT FIRST LLC	3/17/2023	219,816.00	HURRICANE SERVICE DEBRIS
4305	DANA PALERMO	3/17/2023	263.00	TRAVEL REIMBURSEMENT
4090	JERRY PATE	3/17/2023	165.54	TRAVEL REIMBURSEMENT

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3813	PENNINGTON, P.A.	3/17/2023	9,675.00	LEGAL COUNSEL
3813	PENNINGTON, P.A.	3/17/2023	75.00	TITLE EXAM AND COMMITMENT -GILL/JOHNSON PARCEL
3960	GEORGE ROBERTS	3/17/2023	89.00	TRAVEL REIMBURSEMENT
4091	THE SHOE BOX	3/17/2023	275.00	UNIFORM ORDER FOR LANDS- JAMEY GILLEY
4091	THE SHOE BOX	3/17/2023	120.25	UNIFORM ORDER FOR LANDS AND FACILITY
4799	STAPLES CONTRACT & COMMERCIAL, INC.	3/17/2023	129.70	ADMIN SUPPLIES
5336	TETRA TECH, INC	3/17/2023	3,217.50	AGREEMENT FOR AS NEEDED SERVIC
5336	TETRA TECH, INC	3/17/2023	438.75	AGREEMENT FOR AS NEEDED SERVIC
5455	PAUL THURMAN	3/17/2023	126.00	TRAVEL REIMBURSEMENT
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	3/17/2023	12,068.00	LAW ENFORCEMENT AND SECURITY
TOTAL ACH TRANSFERS			\$ 404,421.14	
5707	REFUND PAYEEZY	3/17/2023	220.00	BENJAMIN JOHNSON P310282 OVERPMT REFUND
5707	REFUND PAYEEZY	3/17/2023	1,080.00	NATHAN RIED P309393 OVERPMT REFUND
5707	REFUND PAYEEZY	3/17/2023	15.00	REFUND WELL PERMIT 310316 FOR OVERPAYMENT
5707	REFUND PAYEEZY	3/17/2023	250.00	RONALD GOTT P310342 WITHDRAWAL REFUND
5707	REFUND PAYEEZY	3/17/2023	250.00	WUP REFUND PERMIT 7341-3
5707	REFUND PAYEEZY	3/17/2023	50.00	REFUND WELL PERMIT 310449
2967	BANK OF AMERICA	3/17/2023	7,256.47	FEBRUARY 2023 P-CARD
2967	BANK OF AMERICA	3/17/2023	162.88	DFO VEHICLES CARWASH
2967	BANK OF AMERICA	3/17/2023	100.00	REG SUNPASS
2967	BANK OF AMERICA	3/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	3/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	3/17/2023	11.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	3/17/2023	29.95	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	3/17/2023	27.72	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	3/17/2023	136.35	AMAZON - OFFICE SUPPLIES
2967	BANK OF AMERICA	3/17/2023	287.62	IT ITEM ORDER FROM AMAZON
2967	BANK OF AMERICA	3/17/2023	104.98	CAMERA-AMAZON
2967	BANK OF AMERICA	3/17/2023	1,155.98	FIRE GEAR AND HOSE FOR PUMP - AMAZON
2967	BANK OF AMERICA	3/17/2023	599.88	ADOBE CREATIVE CLOUD FOR JIM LAMAR
2967	BANK OF AMERICA	3/17/2023	4,049.85	AMAZON ORDER FOR SERVER HARD DRIVES
2967	BANK OF AMERICA	3/17/2023	263.99	MIAMI HERALD SUBSCRIPTION
TOTAL DIRECT DISBURSEMENTS			\$ 16,076.64	
TOTAL AP			\$ 494,252.36	
5127	ALAN JAY FLEET SALES	3/23/2023	60,759.00	2023 FORD EXPEDITION XLT 4WD
5127	ALAN JAY FLEET SALES	3/23/2023	45,113.00	2023 LANDS FORD F-150 4WD XL
5768	ALFORD BROTHERS INC	3/23/2023	76.90	MINOR REPAIRS FOR REG VEHICLES

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5768	ALFORD BROTHERS INC	3/23/2023	173.25	MINOR REPAIRS FOR REG VEHICLES
5768	ALFORD BROTHERS INC	3/23/2023	15.00	MINOR REPAIRS FOR REG VEHICLES
3269	CDW GOVERNMENT, INC.	3/23/2023	2,919.78	MICROSOFT SURFACE PRO 9 AND ACCESSORIES
3269	CDW GOVERNMENT, INC.	3/23/2023	10,975.00	VEEAM BACKUP AND REPLICATION SOFTWARE
5131	CITY OF DEFUNIAK SPRINGS	3/23/2023	216.90	WATER / SEWER DEFUNIAK SPRINGS
4676	CITY OF MILTON FLORIDA	3/23/2023	23.80	SEWER MILTON OFFICE
4676	CITY OF MILTON FLORIDA	3/23/2023	80.67	DUMPSTER SERVICE
2241	DEPT. OF THE INTERIOR - USGS	3/23/2023	24,855.75	JOINT AGREEMENT FOR STREAMFLOW
4796	DOLOMITE, INC	3/23/2023	621.00	ROCK 54 TONS
4796	DOLOMITE, INC	3/23/2023	621.00	ROCK 54 TONS
4796	DOLOMITE, INC	3/23/2023	621.00	ROCK 54 TONS
5679	DRH INC.CONTROLLED DISB ACCT.	3/23/2023	3,500.00	DR HORTON P296656-2 OVERPMT REFUND
2171	ESRI, INCORPORATED	3/23/2023	67,650.00	ESRI ENTERPRISE ADVANTAGE PROGRAM (EEAP)
2029	HILLER SYSTEMS, INC	3/23/2023	998.28	FIRE EXTINGUISHER INSPECTION FOR MFO
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	222.26	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	101.46	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	190.47	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	183.48	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	167.36	KONICA MINOLTA COPIER LEASE RENEWAL
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	3/23/2023	152.47	KONICA MINOLTA COPIER LEASE RENEWAL
423	OKALOOSA CO. TAX COLLECTOR	3/23/2023	3.90	PARCEL REFUND
5703	OTT HYDROMET CORPORATION	3/23/2023	30,919.80	OTT HYDROMET DATA LOGGERS, TRANSDUCERS, & CABLES
5703	OTT HYDROMET CORPORATION	3/23/2023	773.00	OTT HYDROMET DATA LOGGERS, TRANSDUCERS, & CABLES
523	SANTA ROSA PRESS GAZETTE	3/23/2023	147.50	LEGAL ADS-WATER USE PERMITS
5765	SMYRNA READY MIX CONCRETE LLC	3/23/2023	1,167.00	CONCRETE - PAVILIONS
519	SOUTHSIDE MOWER & MAGNETO RPR., INC	3/23/2023	467.49	NEW STIHL BACKPACK BLOWER
4557	VERIZON WIRELESS	3/23/2023	1,137.53	CELL PHONES AND JET PACKS
5895	WILCO MANUFACTURING LLC	3/23/2023	23,240.00	MARSH MACHINE- 3 MONTHS RENTAL
4038	WINDSTREAM COMMUNICATIONS	3/23/2023	53.68	800 NUMBERS & EFO LONG DISTANCE
TOTAL CHECKS			\$ 278,338.20	
5702	AUTO ALLEY INC	3/24/2023	20.95	MINOR REPAIRS FOR LAB VEHICLES
5739	DARRYL BOUDREAU	3/24/2023	218.00	TRAVEL REIMBURSEMENT
4855	ENVIRON SERVICES INCORPORATED	3/24/2023	2,079.17	JANITORIAL SERVICES FOR HQ
4807	WEX BANK	3/24/2023	13,007.18	FEBRUARY 2023 FUEL / SERVICE PURCHASES
4807	WEX BANK	3/24/2023	1,037.40	WEX GPS TRACKING
4807	WEX BANK	3/24/2023	93.75	5000 SERIES GPS UNIT
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	3/24/2023	5,107.99	PORTABLE 300-FT WELL TAPES WITH PROBE ("ETAPES")
2268	INNOVATIVE OFFICE SOLUTIONS, INC	3/24/2023	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5728	MERIT FIRST LLC	3/24/2023	63,030.00	HURRICANE SERVICE DEBRIS
5728	MERIT FIRST LLC	3/24/2023	62,535.60	HURRICANE SERVICE DEBRIS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5330	RESEARCH PLANNING, INC.	3/24/2023	9,687.50	AGREEMENT FOR ECOLOGICAL SERVI
TOTAL ACH TRANSFERS			\$ 157,654.54	
5707	REFUND PAYEEZY	3/24/2023	250.00	GENA JOHNSON P310490 WITHDRAWAL REFUND
5707	REFUND PAYEEZY	3/24/2023	15.00	REFUND WELL PERMIT 310563 OVERPAYMENT
TOTAL DIRECT DISBURSEMENTS			\$ 265.00	
TOTAL AP			\$ 436,257.74	
95	AT&T	3/30/2023	349.56	PHONE SERVICE - EFO
4180	BANK OF AMERICA	3/30/2023	643.22	TRANSACTION FEE FOR EPERMITTING
4180	BANK OF AMERICA	3/30/2023	69.14	MONTHLY TRANSACTION FEES
5243	CARROLL APPRAISAL COMPANY, INC.	3/30/2023	2,950.00	REVIEW APPRAISALS OF 4 PARCELS
5446	TRENTON A CHILDS	3/30/2023	3,921.50	PASS COST SHARE AGREEMENT
5522	CITY OF PANAMA CITY BEACH	3/30/2023	3,125.00	PANAMA CITY BEACH GRAND LAGOON
5522	CITY OF PANAMA CITY BEACH	3/30/2023	8,948.40	PANAMA CITY BEACH GRAND LAGOON
3289	CITY OF TALLAHASSEE	3/30/2023	45.78	LAKESHORE & I10
3289	CITY OF TALLAHASSEE	3/30/2023	315.00	3 PARKING PASSES FOR KLEMAN PLAZA
1701	GULF ATLANTIC CULVERT COMPANY, INC	3/30/2023	7,788.00	CULVERTS - WCW
374	HOLMES COUNTY TIMES - ADVERTISER	3/30/2023	81.00	LEGAL ADS-WATER USE PERMITS
4033	JOHNSTON TRUCKING, LLC	3/30/2023	12,040.00	CLAY FOR PARKING AREAS AND CAMPGROUNDS
5924	KATRINIA WILLIAMS PATRICK	3/30/2023	4,663.45	PASS COST SHARE AGREEMENT
5294	KRONOS, INCORPORATED	3/30/2023	8.67	KRONOS RENEWAL
5629	ROAD MART OF FLORIDA, LLC	3/30/2023	944.60	REPAIRS FOR WMD 96372 FORD F150
5765	SMYRNA READY MIX CONCRETE LLC	3/30/2023	910.00	CONCRETE - PAVILIONS
3213	SHI INTERNATIONAL CORP	3/30/2023	673.09	SHAREPOINT MIGRATION
5764	SOUTHERN CLEANING SUPPLY LLC	3/30/2023	684.30	REC SITE SUPPLIES
2305	TROY FAIN INSURANCE COMPANY, INC	3/30/2023	111.95	NOTARY RENEWAL FOR SARAH MARTIN
4626	WASTE PRO OF FLORIDA, INC	3/30/2023	187.04	SOLID WASTE - HQ
4626	WASTE PRO OF FLORIDA, INC	3/30/2023	212.18	DUMPSTER FOR EFO & CANOE LAUNCH
5856	WENDELL H WILLIAMS	3/30/2023	9,075.00	AG PASS COST SHARE AGREEMENT
TOTAL CHECKS			\$ 57,746.88	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	3/31/2023	3,243.00	AGREEMENT FOR PRESCRIBED BURNI
5925	IAN WATERS	3/31/2023	110.00	TRAVEL REIMBURSEMENT
3603	JIM STIDHAM & ASSOCIATES, INC.	3/31/2023	22,375.00	AGREEMENT FOR AS NEEDED SERVIC
5802	MURPHY CASSIDY DIESEL REPAIRS	3/31/2023	220.13	MINOR REPAIRS FOR REG VEHICLES
4607	QUADIENT LEASING USA, INC	3/31/2023	1,087.65	MAILING SYSTEMS FOR HQ AND DEF
4091	THE SHOE BOX	3/31/2023	178.50	SAFETY BOOTS - LANDS - DANNY LAYFIELD

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE DISBURSEMENTS**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5889	SOUTHERN DISASTER RECOVERY LLC	3/31/2023	36,875.00	AGREEMENT FOR RECOVERY EFFORTS
5218	WAGeworks, INC.	3/31/2023	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
TOTAL CHECKS			<u>\$ 64,232.08</u>	
TOTAL AP			<u><u>\$ 121,978.96</u></u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF DISBURSEMENTS
PAYROLL
MARCH 2023

DIRECT DEPOSIT	03/10/2023	\$	234,802.28
CHECKS	03/10/2023		275.45
FLEX SPENDING TRANSFER	03/10/2023		1,368.66
DIRECT DEPOSIT	03/24/2023		231,750.93
CHECKS	03/24/2023		1,609.84
FLEX SPENDING TRANSFER	03/24/2023		1,368.58

\$ 471,175.74

APPROVED:

Chairman or Executive Director

May 11, 2023

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff

FROM: Jack Furney, Director, Division of Administrative Services

DATE: April 26, 2023

SUBJECT: Consideration of Resolution No. 918 Committing Fund Balances
for the Fiscal Year Ending September 30, 2022, as Required By GASB
Statement No. 54

Recommendation

Staff recommends the Governing Board adopt Resolution No. 918 to commit fund balances for Fiscal Year 2021-2022 as follows:

- Commit \$4,669,968 from the General Fund balance for an Economic Stabilization Fund.
- Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant.
- Commit \$500,000 from the General Fund balance for Water Resource Investigations.
- Commit \$500,000 from the General Fund balance for Water Supply Development Assistance Grants.
- Commit \$21,000 from the General Fund balance for the War Horse Utility Connection Grant.

Background

The Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions* establishes classifications to which government entities report their fund balances.

Under GASB 54, the Board is required to designate *committed* fund balances prior to September 30 each year. Since the District's fiscal year ends on this date, and outstanding

revenues and expenditures have not yet been recorded, the Board adopted Resolution No. 907 on August 11, 2022, that specified estimated fund balance amounts as *committed*. As the District's financial statements ending September 30, 2022, are being finalized, actual cash balances have been determined. Therefore, Resolution No. 918 is the update to Resolution No. 907 and specifies actual cash balance amounts as *committed*.

Updates include:

- The general statement about following District policy for an Economic Stabilization Fund (ESF) is replaced with the ESF amount of \$4,669,968 from the FY 2021-22 Adopted Budget.
- The \$350,000 for Water Supply Development Assistance Grants is replaced with \$500,000 to reflect the amount committed for this purpose from the FY 2021-22 Adopted Budget.
- The \$21,000 for the War Horse Utility Connection Grant is now under agreement and is reclassified from *assigned* to *committed*.

Fund balances are reported under a hierarchy of five classifications:

- *Non-spendable* – Represents assets that are nonliquid (such as inventory) or amounts legally or contractually required to be maintained intact (such as the principal amount of an endowment).
- *Restricted* – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties, or constitutional provisions.
- *Committed* – When constraints are created by the Governing Board on how it will spend its resources documented via a resolution by the Board. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- *Assigned* – Designation of amounts by either the Governing Board or staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund. Only used for General Fund reserves.
- *Unassigned* – The excess of total ending fund balances not otherwise restricted, committed, or assigned. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purpose of the fund.

The District accounts for all financial resources through a General Fund, the District's primary operating fund, four Special Revenue Funds, and a Capital Projects Fund used to account for revenue sources that are limited to expenditures for specific purposes. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are *restricted* or *committed* to expenditures for specific purposes other than debt service or capital projects. If the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for year-end audited financial statement purposes. A Capital Projects Fund is used to

account for and report financial resources that are *restricted*, *committed*, or *assigned* to expenditures for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Special Revenue Funds include these four funds:

- Regulation Fund - Provides for all regulatory permitting, licensing, and enforcement activities including the Environmental Resource Permitting Program, pursuant to Sections 373.413 and 373.4131, Florida Statutes. (Fund balance is *restricted*.)
- Special Projects Fund –
 - Accounts for all resource management projects and activities funded through revenue sources from grants and contracts with federal, state, or local government entities, as well as from an annual general operations state appropriation. Depending on agreements, some may allow for ending balance from these sources to revert to the General Fund.
 - Accounts for revenue and expenditure of state funds annually appropriated for the District's Minimum Flows and Minimum Water Levels (MFLs) program for the purposes of Sections 373.041 and 373.042, Florida Statutes. (Fund balance is *restricted*.)
- Lands Management Fund - Accounts for activities associated with the management, improvement, maintenance, and restoration of District-owned lands. Revenues have been provided through timber sales, FEMA, and annual state appropriations for land management purposes. (Fund balance is *restricted*.)
- Mitigation Fund - Accounts for all District mitigation projects and activities funded primarily through the Florida Department of Transportation for the purposes of Section 373.4137, Florida Statutes. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities. (Fund balance is *restricted*.)

Capital Projects Funds include this fund:

- Capital Improvement & Land Acquisition Fund - Accounts for the acquisition of fixed assets and construction of major capital projects. The District uses the Capital Improvement & Land Acquisition Fund for all land acquisitions and capital construction and improvements. Funds have been provided mainly from Preservation 2000, Save our Rivers, and Florida Forever revenue sources. (Fund balance is *restricted*.)



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 918 COMMITTING FUND BALANCE RESERVES FOR FISCAL YEAR 2021-2022 AS REQUIRED BY GASB Statement No. 54

WHEREAS, the 2021-2022 fiscal year of the Northwest Florida Water Management District extends from October 1, 2021, through September 30, 2022; and

WHEREAS, the Governmental Accounting Standards Board (GASB) has adopted Statement No. 54 (GASB 54), a standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010; and

WHEREAS, the Northwest Florida Water Management District implemented GASB 54 requirements, to apply to its financial statements beginning with the October 1, 2010 through September 30, 2011 fiscal year and prior to the end of each fiscal year thereafter; and

WHEREAS, the Northwest Florida Water Management District implemented a fund balance policy beginning in Fiscal Year 2010-2011, amended in Fiscal Year 2011-2012, which follows:

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's General Fund Balance will be Committed and Assigned to provide the District with sufficient working capital and a margin of safety to address unanticipated needs and emergencies without borrowing. The General Fund Balance may only be appropriated, by the Governing Board, by Resolution adopting a budget, or amendments to the Adopted Budget.

Fund Balances of the District may be committed for a specific source by Resolution of the Governing Board. Amendments or modifications of the committed fund balance must also be approved by the Governing Board by rescinding the Resolution or adopting a new Resolution.

When it is appropriate for fund balances to be assigned, the Board will assign funds or delegate authority to the Executive Director.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District that fund balances will be committed for Fiscal Year 2021-2022 as follows:

Commit \$4,669,968 from the General Fund balance for an Economic Stabilization Fund.

Commit \$500,000 from the General Fund balance for the Bay County North Bay Reuse Grant.

Commit \$500,000 from the General Fund balance for Water Resource Investigations.

Commit \$500,000 from the General Fund balance for Water Supply Development Assistance Grants.

Commit \$21,000 from the General Fund balance for the War Horse Utility Connection Grant.

ADOPTED AND APPROVED this 11th day of May 2023, A.D.

ATTEST:

George Roberts, Chair

Nick Patronis, Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: April 21, 2023

SUBJECT: Approval of Resolution Nos. 919 and 920 to the Department of Environmental Protection for Acquisition of the Lane and McRae Land and Timber Tracts; Econfina Creek WMA

Recommendation:

Staff recommends approval and adoption of Resolution Nos. 919 and 920 to the Department of Environmental Protection (DEP) for the Lane and McRae Land and Timber acquisitions in the Econfina Springs Groundwater Contribution Area.

Background:

Resolution Nos. 919 and 920, if approved, will assist the District in requesting funding from DEP for the purchase of the Lane and McRae Land and Timber tracts. A Purchase and Sale Agreement was approved for both tracts by the Governing Board on March 9, 2023. Both purchases will be made with funds from the Land Acquisition Trust Fund and will also have additional acquisition related costs. These costs include, but are not limited to, appraisal, review appraisal, boundary map, environmental site assessment, title insurance, and legal fees.

/cb



Lyle Seigler
Executive Director

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 919 TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE LANE TRACT ACQUISITION; ECONFINA SPRINGS GROUNDWATER CONTRIBUTION AREA

WHEREAS, the Governing Board of the Northwest Florida Water Management District (hereinafter referred to as the "District") has the duty and responsibility under Chapter 373, Florida Statutes, for the management of water and related land resources and for preservation of natural resources, fish and wildlife; and

WHEREAS, the Legislature provided funds to the Department of Environmental Protection for distribution to the Northwest Florida Water Management District in Fiscal Year 2015-2016 General Appropriations Act, line item 1639 (General Revenue and LATF), Fiscal Year 2017-2018 General Appropriations Act, line item 1606 (LATF), and Fiscal Year 2019-2020 General Appropriations Act, Section 61 (LATF), created pursuant to Section 375.041, Florida Statutes, for land acquisition of properties for springs restoration, protection and management; and

WHEREAS, the District has pursued the purchase of the Lane Tract for the purposes of water management, water supply, and the conservation and protection of water resources consistent with Section 373.59, Florida Statutes, and with the District's Five Year Plan of Acquisition as filed with the Secretary of the Department of Environmental Protection and the Florida Legislature; and

WHEREAS, the Lane Tract is within the Econfina Springs Groundwater Contribution Area; and

WHEREAS, the District entered into a Purchase and Sale Agreement dated March 9, 2023, for the District's acquisition of the Lane Tract; and

WHEREAS, closing on the Lane Tract is scheduled for June 30, 2023, or before; and

WHEREAS, a general location map and legal description depicting the location of the Lane Tract is attached hereto as Exhibit A and made a part hereof by reference; and

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

WHEREAS, the per acre purchase price for the Lane Tract is \$2,600.00. Additional associated costs will be requested under this resolution at a later date with the submission of a District invoice and appropriate documentation; and

WHEREAS, the legal interest to be acquired is fee simple; and

WHEREAS, the District certifies as to the following:

- (1) That the Lane Tract is within the Econfina Springs Groundwater Contribution Area;
- (2) That the lands acquired are consistent with the District's updated Five Year Plan of Acquisition as filed on or before February 9, 2023, pursuant to Section 373.199, Florida Statutes, and are identified for acquisition using funding from the Land Acquisition Trust Fund;
- (3) That funds are to be used only for acquisition costs and fees associated with such acquisition;
- (4) That a copy of the certified appraisals which have been approved by this Governing Board is transmitted herewith;
- (5) That the purchase price is less than 100 percent of the appraised value used to determine the value of the property; and

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Northwest Florida Water Management District does hereby request payment from the Land Acquisition Trust Fund of the State of Florida for the purchase of the fee simple interest in the above-described lands and that the warrant be issued by the Department of Financial Services of the State of Florida to the Northwest Florida Water Management District. Additional associated costs are not being requested under this resolution at this time, but will be requested at a later date under this same resolution with a District invoice and supporting documentation.

ADOPTED AND APPROVED this 11th day of May A.D., 2023.

The Governing Board of the
**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

George Roberts, Chair

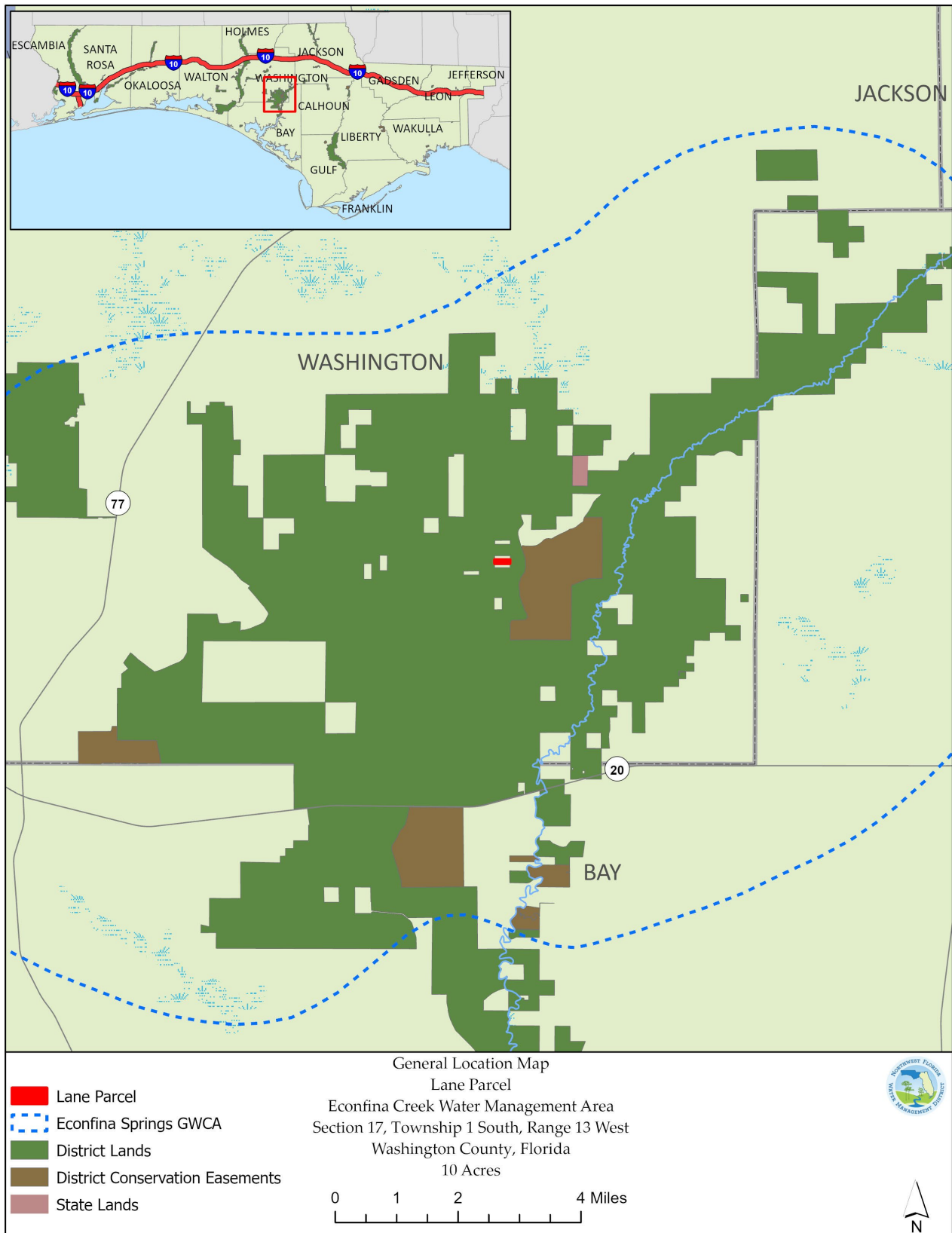
ATTEST:

Nick Patronis, Secretary/Treasurer

EXHIBIT A

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

S $\frac{1}{2}$ of S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 1 North, Range 13 West, according to map or plat thereof on file and of record in the Office of the Clerk of the Circuit Court in and for Washington County, Florida.





Lyle Seigler
Executive Director

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 920 TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE MCRAE LAND AND TIMBER TRACT ACQUISITION; ECONFINA SPRINGS GROUNDWATER CONTRIBUTION AREA

WHEREAS, the Governing Board of the Northwest Florida Water Management District (hereinafter referred to as the "District") has the duty and responsibility under Chapter 373, Florida Statutes, for the management of water and related land resources and for preservation of natural resources, fish and wildlife; and

WHEREAS, the Legislature provided funds to the Department of Environmental Protection for distribution to the Northwest Florida Water Management District in Fiscal Year 2015-2016 General Appropriations Act, line item 1639 (General Revenue and LATF), Fiscal Year 2017-2018 General Appropriations Act, line item 1606 (LATF), and Fiscal Year 2019-2020 General Appropriations Act, Section 61 (LATF), created pursuant to Section 375.041, Florida Statutes, for land acquisition of properties for springs restoration, protection and management; and

WHEREAS, the District has pursued the purchase of the McRae Land and Timber Tract for the purposes of water management, water supply, and the conservation and protection of water resources consistent with Section 373.59, Florida Statutes, and with the District's Five Year Plan of Acquisition as filed with the Secretary of the Department of Environmental Protection and the Florida Legislature; and

WHEREAS, the McRae Land and Timber Tract is within the Econfina Springs Groundwater Contribution Area; and

WHEREAS, the District entered into a Purchase and Sale Agreement dated March 9, 2023, for the District's acquisition of the McRae Land and Timber Tract; and

WHEREAS, closing on the McRae Land and Timber Tract is scheduled for June 30, 2023, or before; and

WHEREAS, a general location map and legal description depicting the location of the McRae Land and Timber Tract is attached hereto as Exhibit A and made a part hereof by reference; and

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

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DeFuniak Springs

TED EVERETT
Chipley

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

WHEREAS, the per acre purchase price for the McRae Land and Timber Tract is \$1,710.00. Additional associated costs will be requested under this resolution at a later date with the submission of a District invoice and appropriate documentation; and

WHEREAS, the legal interest to be acquired is fee simple; and

WHEREAS, the District certifies as to the following:

- (1) That the McRae Land and Timber Tract is within the Econfina Springs Groundwater Contribution Area;
- (2) That the lands acquired are consistent with the District's updated Five Year Plan of Acquisition as filed on or before February 9, 2023, pursuant to Section 373.199, Florida Statutes, and are identified for acquisition using funding from the Land Acquisition Trust Fund;
- (3) That funds are to be used only for acquisition costs and fees associated with such acquisition;
- (4) That a copy of the certified appraisals which have been approved by this Governing Board is transmitted herewith;
- (5) That the purchase price is less than 100 percent of the appraised value used to determine the value of the property; and

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Northwest Florida Water Management District does hereby request payment from the Land Acquisition Trust Fund of the State of Florida for the purchase of the fee simple interest in the above-described lands and that the warrant be issued by the Department of Financial Services of the State of Florida to the Northwest Florida Water Management District. Additional associated costs are not being requested under this resolution at this time, but will be requested at a later date under this same resolution with a District invoice and supporting documentation.

ADOPTED AND APPROVED this 11th day of May A.D., 2023.

The Governing Board of the
**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

George Roberts, Chair

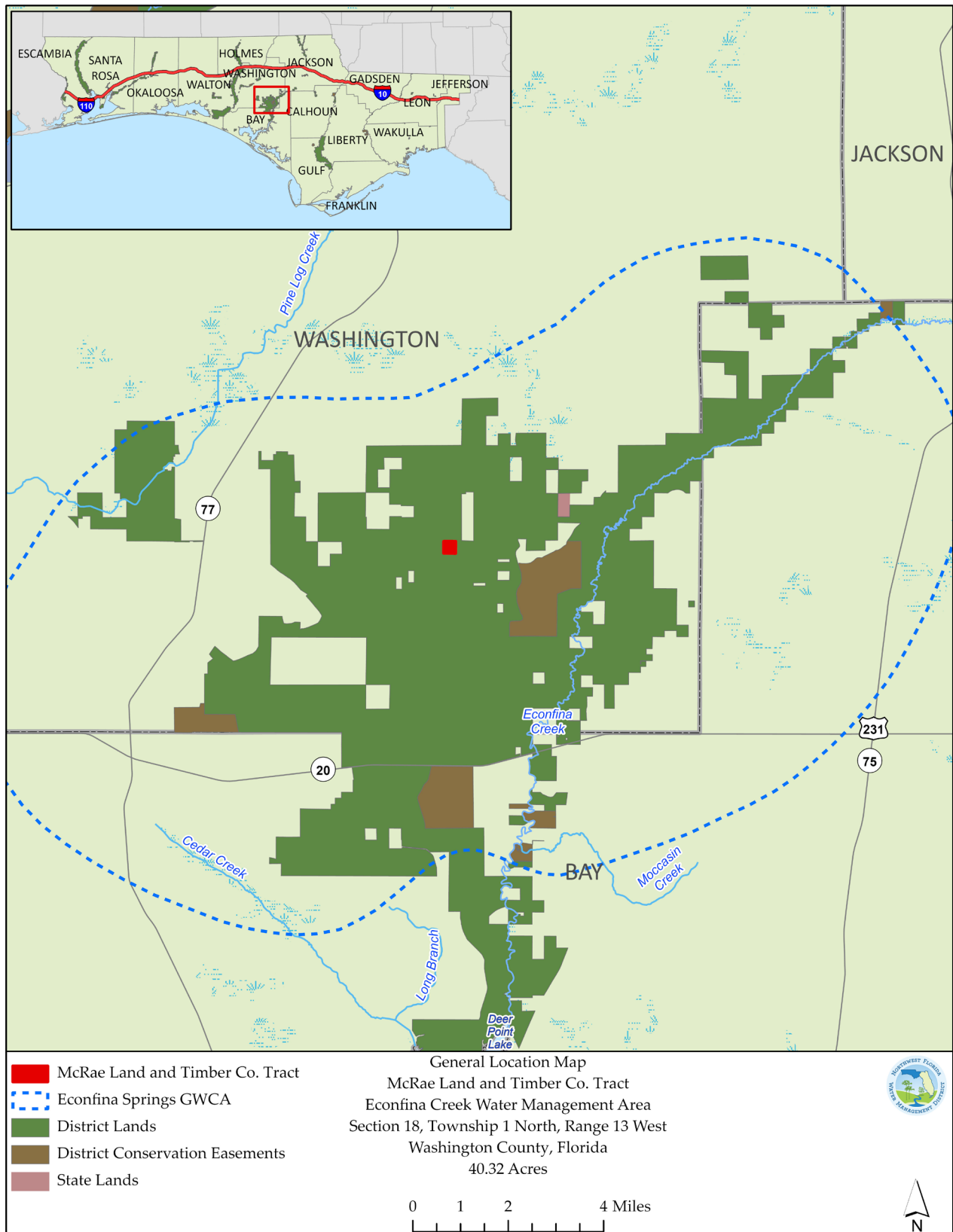
ATTEST:

Nick Patronis, Secretary/Treasurer

EXHIBIT A

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

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 1 North, Range 13 West, Washington County, Florida.





Lyle Seigler
Executive Director

Northwest Florida Water Management District

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

Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 921 DECLARING MAY 14-20, 2023 AS "WATER REUSE WEEK" IN FLORIDA

WHEREAS, safe, clean, and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors, and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources, and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes, and

WHEREAS, the Northwest Florida Water Management District has joined with the State of Florida, the Florida Department of Environmental Protection, and other municipalities in encouraging and promoting water reuse and conservation, and

WHEREAS, the Florida Department of Environmental Protection recognizes that the third full week in May is Florida Water Reuse Week, and

NOW THEREFORE, The Governing Board of the Northwest Florida Water Management District hereby proclaims the designation of May 14-20, 2023, as WATER REUSE WEEK in Florida. The Northwest Florida Water Management District urges every citizen and visitor to become more aware of the need to save our precious water supply and to take appropriate measures to conserve and protect this vital resource.

PASSED AND ADOPTED this 11th day of May, A.D., 2023.

ATTEST:

George Roberts, Chair

Nick Patronis, Secretary-Treasurer

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

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Tallahassee

ANNA UPTON
Tallahassee

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff

FROM: Jack Furney, Director, Division of Administrative Services

DATE: April 26, 2023

SUBJECT: Consideration of Acceptance of the Audited Financial Statements for Fiscal Year 2021-2022

Recommendation

Staff recommends the Governing Board accept the District's fiscal year ending September 30, 2022, audited financial statements as presented.

Background

The District's independent audit firm, James Moore & Company, P.L., will present the results of their audit of the District's financial statements for the fiscal year ending September 30, 2022.

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff

FROM: Jack Furney, Director, Division of Administrative Services

DATE: April 26, 2023

SUBJECT: Consideration of Amendment No. 4 to the Fiscal Year 2022-2023 Budget
Adjusting Beginning Fund Balances

Recommendation

Staff recommends the Governing Board approve Amendment No. 4 to the Fiscal Year 2022-2023 Budget adjusting fund balances.

Background

Amendment No. 4 updates the beginning budgeted fund balances to the FY 2022-2023 budget, based on the audited financial statements as of September 30, 2022.

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

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

FY 2022-2023 Beginning Fund Balance and Available Resources

Fund	Fund Balance	Unearned Revenue	Available Resources
General Fund	18,279,941	0	18,279,941
Capital Improvement and Lands Acquisition Fund	286,904	782,625	1,069,529
Special Projects Fund	3,608,286	1,313,435	4,921,721
Lands Management Fund	3,749,408	39,577	3,788,985
Regulation Fund	3,999,397	0	3,999,397
Mitigation Fund	2,765,579	12,761,087	15,526,666
	32,689,515	14,896,724	47,586,239

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: April 18, 2023

SUBJECT: Consideration of Acceptance of the Appraisals and Approval of the Contract for Sale and Purchase of 11.4 Acres; Choctawhatchee River WMA

Recommendation:

Staff recommends the Governing Board accept the appraisal prepared by Bell, Griffith and Associates, Inc. and the review appraisal prepared by Carroll Appraisal Company for the surplus tract in Walton County and authorize the Executive Director to execute the Contract for Sale and Purchase, all closing documents, including the Deed of Conveyance to a Private Entity, on behalf of the District for the sale of the tract, encumbered by a conservation easement, for \$17,000 subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Purchaser. In addition, staff recommends that the Governing Board reserve the interest in the property's phosphate, minerals, metals, and petroleum, if any.

Background:

On December 8, 2022, the Governing Board declared the subject property located on the north side of Highway 181-C (see attached maps) in Walton County to be surplus. The tract was then appraised, including a review appraisal, and posted on the District's surplus properties webpage.

Staff received a written offer from Mark and Traci Mansfield for \$17,000. With the attached Contract for Sale and Purchase, staff proposes to sell the 11.4-acre tract, encumbered by a conservation easement. The parcel is an isolated tract located on the north side of Highway 181-C. Disposition of this tract will eliminate an isolated tract surrounded by private landowners. Staff obtained one appraisal and a review appraisal on this 11.4-acre surplus tract (encumbered by a conservation easement). The appraisal was prepared by Bell, Griffith and Associates, Inc. and the review appraisal was prepared by Carroll Appraisal Company.

Purchase Price. The purchase price for the sale of this tract, subject to a conservation easement, is \$17,000.

Purchase Price Adjustment. Per the attached contract, in the event the Purchaser elects to have a survey prepared of this tract and the acreage depicted by the survey differs from the District's acreage, then the Purchaser and the District agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

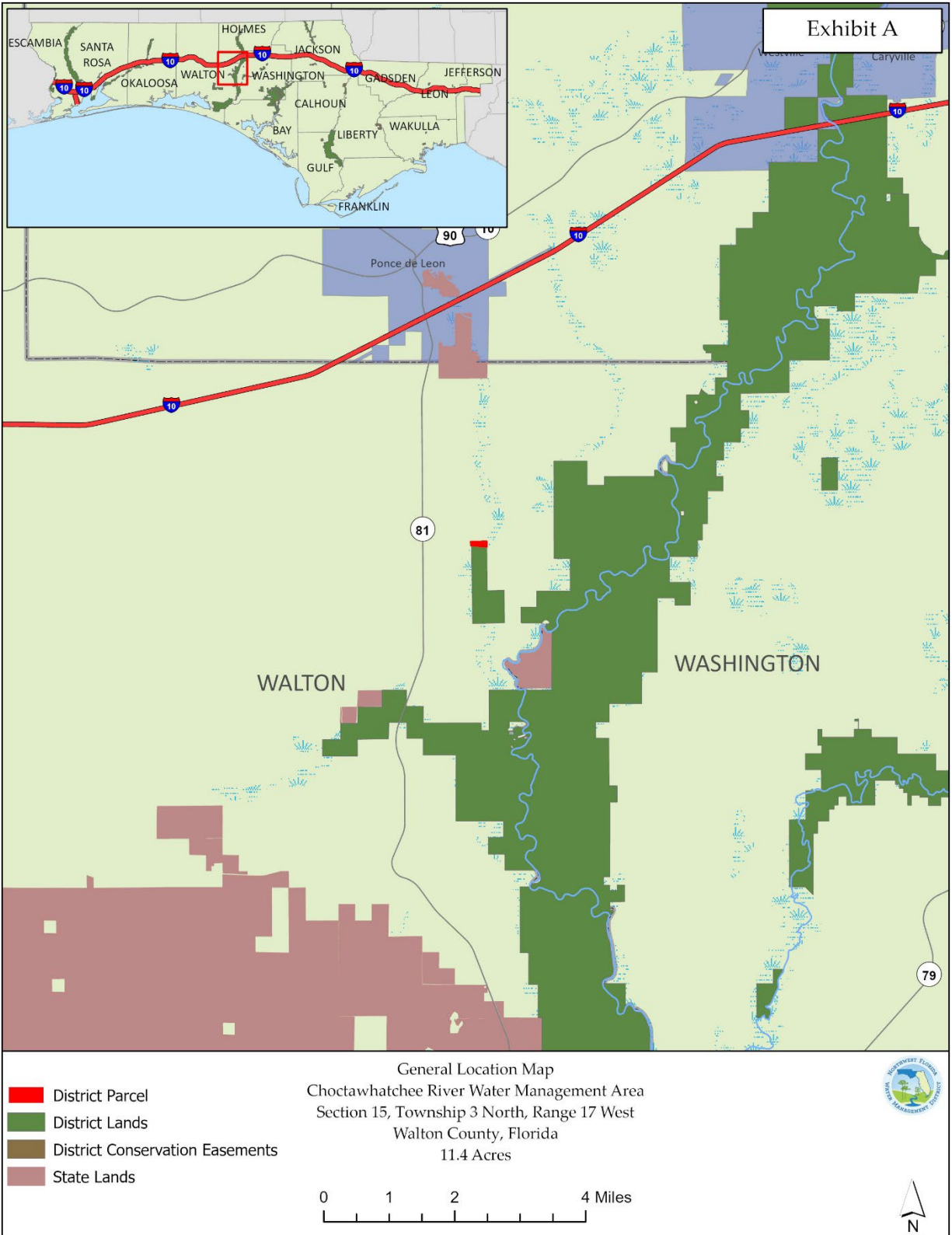
Appraisal/Review Appraisal. The District paid for the cost of the appraisal as well as the review appraisal at a combined cost of \$5,200.

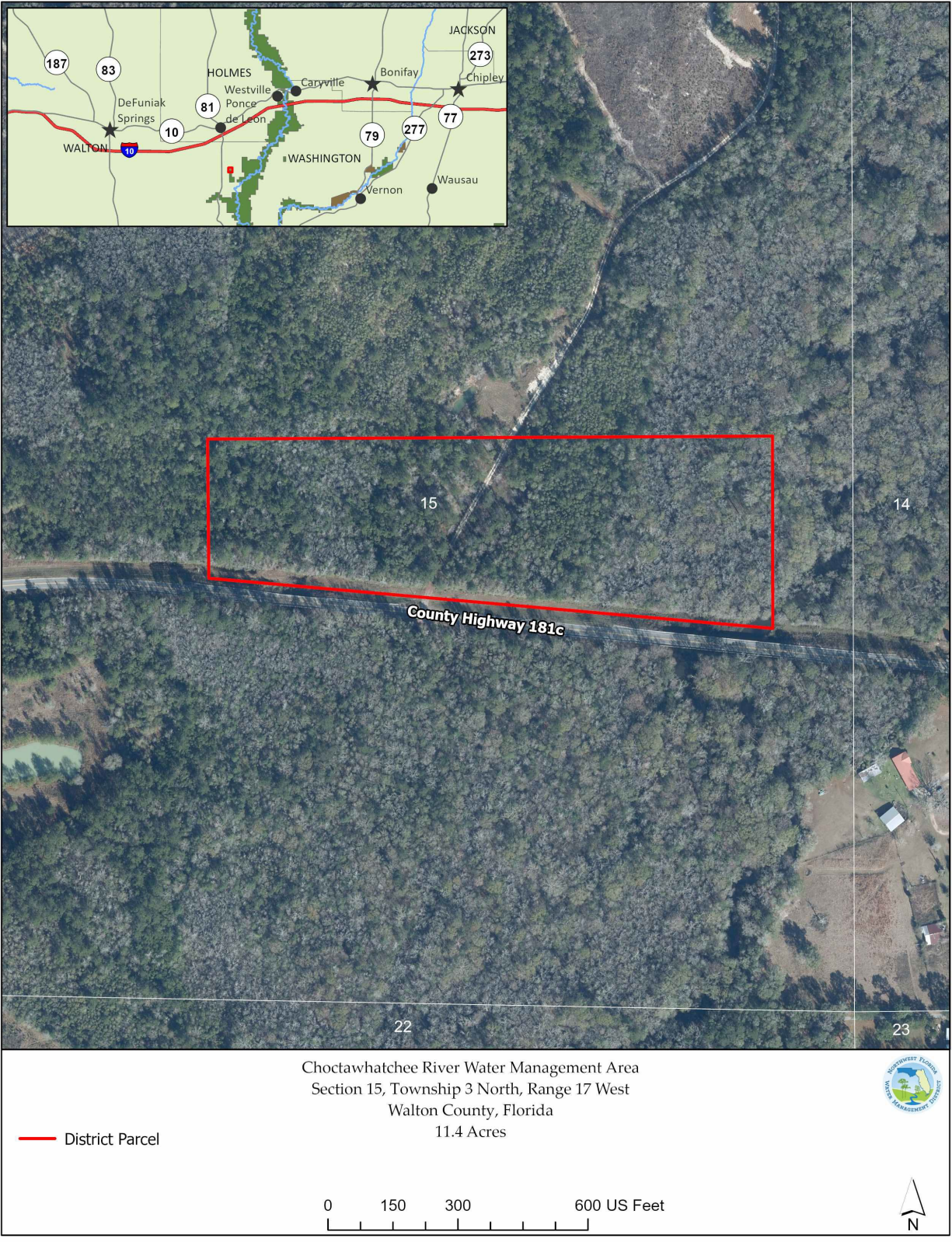
Title Insurance. The District will order and pay for a title exam for this tract to provide to the Purchaser. This commitment will show the District has marketable title. If the Purchaser desires a title policy on this tract, it will be at the Purchaser's expense.

Survey. Per the attached contract, the District will not survey this tract prior to its sale; however, the Purchaser has the option to do so at their expense.

Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before August 31, 2023. The District will be responsible for submitting a Deed of Conveyance to a Private Entity. The Purchaser will pay document prep fees, documentary stamp taxes associated with the conveyance, the cost to record the deed, all of the Purchaser's cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for the tract and all subsequent years, and the Purchaser's attorney's fees.

Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals, and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals and metals and an undivided one-half interest in all the petroleum. With the sale of this 11.4-acre surplus tract, staff is recommending the Governing Board choose to reserve the interest in the property's phosphate, minerals, metals, and petroleum, if any.





CONTRACT FOR SALE AND PURCHASE
(to Private Entity)

THIS CONTRACT FOR SALE AND PURCHASE (“Contract”), is made this ____ day of _____, 2023, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as “**District**”, and **MARK MANSFIELD and TRACI MANSFIELD**, whose address is 271 Botany Blvd., Santa Rosa Beach, Florida 32459, referred to collectively herein as “**Purchaser**”.

1. Purchase and Sale, The Property. **District** agrees to sell and **Purchaser** agrees to purchase the real **Property** more particularly described in Exhibit A hereto, in accordance with the terms and provisions of this Contract.

2. Interest Conveyed. At the closing of the transaction contemplated by this Contract (the “Closing”), **District** will execute and deliver to **Purchaser** a Deed of Conveyance to a Private Entity, subject to a conservation easement (Exhibit B), pursuant to Section 373.099, Florida Statutes.

3. Purchase Price, Binder. The purchase price for the **Property** (the “Purchase Price”) will be Seventeen Thousand and no/100 Dollars (\$17,000.00). Upon execution of Contract by Purchaser, Purchaser shall remit to the Closing Agent a binder deposit in the amount of 10 percent (10%) of the purchase price (the “Binder”).

4. Purchase Price Adjustment. In the event the Purchaser elects to have a survey prepared of the subject **Property** and the acreage depicted by the survey differs from the **District’s** acreage then the Purchaser and **District** hereby agree to adjust the Purchase Price by multiplying the Acre Price of \$1,491.23 by the acreage shown on the survey.

5. Title Insurance. **District** will order and pay for a title examination and commitment within fifteen (15) days of contract execution by both parties and provide to **Purchaser**; and, in the event Purchaser elects to purchase a title insurance policy, the title policy will be at the expense of the **Purchaser**. **Purchaser** shall have the right to object to any matters reflected on the commitment and shall give written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the commitment by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the commitment. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: (i) Accept the **Property** as delineated on the commitment and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or (ii) Declare the **District** is in default and seek the remedies allowed for default. **District** will execute such instruments as will enable the title insurer to delete

the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded mechanics liens, (c) unrecorded rights or claims of persons in possession, (d) unrecorded easements or claims of easements, and (e) the matters arising between the effective date of the commitment to insure title and the recording of the **District's** deed to **Purchaser**.

6. Survey. **Purchaser** may, at **Purchaser's** expense, obtain a survey of the **Property**. **Purchaser** shall have the right to object to any matters reflected on the survey and shall give written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the survey by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the survey. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: (i) Accept the **Property** as delineated on the survey and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or (ii) Declare the **District** is in default and seek the remedies allowed for default.

7. Environmental Matters. **Purchaser** may, at **Purchaser's** expense, order an environmental site assessment on the **Property**. **Purchaser** shall have the right to object to any matters reflected in the environmental site assessment, and shall provide written notice of such objections to the Closing Agent within fifteen (15) days after receipt of the assessment, as well as provide a complete copy of the environmental site assessment and reference the matter to which the objection is made. If the **Purchaser** fails to have an environmental site assessment prepared on the **Property** or fails to provide written notice of any such objection(s), then **Purchaser** shall be considered to have forever waived any such objection(s) to the environmental condition of the **Property** and agrees to accept the **Property** in its current environmental condition. If **Purchaser** provides written objections, the date of closing shall be extended for fifteen (15) days and the **District** shall have such time to attempt to correct the matters on which the objection was made, but shall not have an obligation to do so. If **District** notifies **Purchaser** that it elects not to cure any such objection before the Closing Date, then **Purchaser** will have the option either to (a) terminate this Contract and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the **Property** as it may reasonably be determined to be subject to such contamination from the **Property** to be conveyed hereunder and the **Purchase Price** shall be adjusted for such reduction.

8. Closing, Documents. The Closing will take place on or before August 31, 2023, at the offices of Pennington, P.A., 215 South Monroe Street, Suite 200, Tallahassee, Florida 32301 (the "Closing Agent"), at 2:00 p.m. E.T. (NOTE: Closing make occur via mail away as long as original documents and necessary funding is received by Closing Agent on or before the closing date.) The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Contract have been met, even if earlier than August 31, 2023. The closing date may be extended by notice from **Purchaser** for objections to title, survey, environmental site

assessment, or any other documents required to be provided or completed and executed by **District**.

District will be responsible for submitting a Deed of Conveyance to a Private Entity. The cost of document preparation shall be borne by **Purchaser**.

9. Expenses, Taxes and Assessments. **Purchaser** will pay documentary revenue stamp taxes associated with the conveyance of the **Property**, the cost to record the deed of conveyance, all of **Purchaser's** cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for Walton County on the **Property** in the current and all subsequent years, and **Purchaser's** attorney's fees. **District** will pay for its own attorney's fees.

10. Due Diligence Investigation: The **Purchaser** shall have until no later than fifteen (15) days after contract execution within which to conduct all due diligence investigations that **Purchaser** may deem appropriate to determine that the **Property** is suitable for **Purchaser's** purposes. If the **Purchaser** gives the **District** and the Closing Agent written notice, within the above time frame, that in the **Purchaser's** sole judgment the **Property** is not suitable for the **Purchaser's** purposes, for any or no reason, the **Purchaser** shall have the right to cancel and terminate this Contract and be released from any further obligations hereunder. Upon receiving such timely, written notice, the Closing Agent, shall distribute the Binder by paying the Binder to the **Purchaser**.

11. Inspection, Possession. **District** agrees that after the date of this Contract, **Purchaser** shall have the right, upon reasonable prior notice to **District**, to enter the **Property** for all lawful purposes permitted under this Contract. **Purchaser** shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the **District** for the same. This right will end upon termination of this Contract.

12. Remedies for Default. Notwithstanding anything else herein to the contrary, the parties; sole and exclusive remedies for default of any of the terms of this Contract shall be as follows:

a. For a default raised prior to the closing of this transaction:

1. Should the **District** default on any terms of this Contract, then the **Purchaser** shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this Contract and receive a refund of the Binder, in which event both parties shall be relieved of all further obligations to the other.

2. Should the **Purchaser** default on any terms of this Contract, then the **District** may cancel this Contract and receive the Binder (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

b. For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the Buyer shall have no remedy against the **District**. The

Purchaser's remedies shall be limited to those remedies it may have against (i) the title insurance company issuing the title commitment and the resulting title insurance policy, (ii) the surveyor who prepared the survey, and (iii) the entity who prepared the **Purchaser's** environmental site assessment, if any.

13. Assignment. This Contract may be assigned by **Purchaser** provided that neither the **Purchaser** nor the Binder is thereby released. **Purchaser** may not assign this Contract without prior written consent of the **District**.

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

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

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

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

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

18. Effective Date. This Contract, and any modification or amendment thereof, will be effective upon approval by the **District's** Governing Board and execution by the **District's** Executive Director.

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

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

DISTRICT: Northwest Florida Water Management District
81 Water Management Drive

Havana, Florida 32333-4712
Attn: Division of Asset Management

PURCHASER: Mark Mansfield and Traci Mansfield
271 Botany Boulevard
Santa Rosa Beach, FL 32459

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

21. Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

22. Casualty Loss. In the event any portion of the timber or improvements located on the **Property**, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the Closing Date, to an extent greater than One Thousand and No/100 (\$1,000) Dollars in value, then the **Purchaser** shall have the option of either: (i) Accepting the condition of the **Property** and closing this transaction according to the terms of this Contract, or (ii) Declaring the **District** in default and seeking the remedies allowed for default hereunder.

23. Personal Property: Neither this Contract nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the **Property**.

24. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

25. Escrow: The Closing Agent is authorized by the **District** and the **Purchaser** to receive the Binder and deposit the same into its non-interest bearing trust account and hold the Binder in such trust account and disburse the Binder (subject to the clearance of funds) from its trust account in accordance with the terms of this Contract or pursuant to written instructions executed by both the **District** and the **Purchaser**. At closing, the Closing Agent shall remit the Binder to the **District** and the **Purchaser** shall receive a credit against the Purchase Price in the amount of the Binder.

In the event that the Closing Agent receives a written claim of default by either party against the other or fails to receive written consent from both the **Purchaser** and the **District** regarding disposition of the Binder, the Closing Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder and that party not entitled to the Binder, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and reasonable attorneys fee incurred by the Closing Agent shall be deducted from the Binder. The Closing Agent may act in reliance upon

any facsimile, writing, instrument or signature that in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

26. Non-Merger Clause. The terms of this Contract shall survive the closing.

27. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Contract and/or any interpleader action concerning the Binder shall be the Circuit Court or the County Court in and for Leon County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.

28. **Waiver of Jury Trial.** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

29. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the **District's** sovereign immunity and/or the protections given the **District** under Section 768.28, Florida Statutes.

30. No Third Party Beneficiaries. The provisions of this Contract are for the sole and exclusive benefit of the **District** and the **Purchaser**. No provision of this Contract will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this Contract.

31. Incorporation of Relevant Provisions of Law. The parties understand that compliance with the relevant provisions of law governing the **District's** authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the **District's** obligations hereunder. Should the **District** fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

32. Amendment, Revocation or Abandonment of This Contract. This Contract may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this Contract.

33. Interest in Certain Minerals: Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the **Property's** phosphate, minerals, metals and petroleum may be reserved to the **District**. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-

half interest in all the petroleum. The **District** has chosen and hereby chooses to reserve the interests in the phosphate, minerals, metals and petroleum that are or may be in, on, or under the **Property** pursuant to Section 270.11, Florida Statutes.

34. Contract not to be Construed Against Either Party. This Contract is the product of negotiation between the parties, thus the terms of this Contract shall not be construed against either party as the drafter.

35. Condition of Property. Except for the representations expressly set forth in this Contract, the **District** is selling the **Property** “as is, where is”, and the **District** does not make and has not made any representations as to the condition or use of the **Property**. Further the **District** does not and has not authorized anyone else to make any representations as to the condition or use of the **Property**. Specifically, and without limitation by enumeration, no representations have been made concerning:

- a. The condition of title to the **Property**;
- b. The accuracy of the legal description of the **Property** used in the deed of conveyance;
- c. The number of acres contained in the **Property**;
- d. The environmental condition of the **Property**;
- e. The amount and value of the timber on the **Property**, if any;
- f. The fitness of the **Property** for any particular use;
- g. Whether the **Purchaser** will be allowed to use the **Property** in any particular way under the applicable laws, rules and regulations;
- h. The accuracy or completeness of any reports, studies, assessments, appraisals, timber cruises or other information concerning the **Property**, which the **District** may have provided to the **Purchaser**; and
- i. Whether **Purchaser** has approved an appraisal review as to such appraisal.

As between the **District** and the **Purchaser**, all risk that any of the above matters may not be as expected by the **Purchaser**, is on the **Purchaser**.

36. Required Statutory Notices. The following notices are given as required by law:

Coastal Erosion Notice. The property being purchased may be subject to coastal erosion and to Federal, State or Local Regulations that govern coastal property, including the

delineation of the Coastal Construction Control Line, rigid coastal protection Structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

Property Tax Disclosure Summary. Buyer should not rely on the Sellers current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

Radon Gas Notice. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Lead Based Paint Hazard. Every Purchaser of any interest in real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with information on lead based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

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

38. **Miscellaneous.** This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

39. **Contract Contingent on Governing Board Approval.** Notwithstanding anything else herein to the contrary, this Contract shall not be binding on any party and shall have no effect unless and until this Contract is fully executed and approved by written resolution of the Governing Board of the **District**.

The District may terminate this Contract at any time prior to Closing.

{SIGNATURES ON FOLLOWING PAGE}

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

PURCHASER:

DISTRICT:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

Mark Mansfield

By: _____
Lyle Seigler, Executive Director

Traci Mansfield

EXHIBIT A

Legal Description

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

The Southeast Quarter (SE 1/4) of the Southeast Quarter (SE1/4) of Section 15, Township 3 North, Range 17 West, Walton County, Florida.

Less and Except: That portion of land lying within and South of County Road 181-C(100 foot Right-of-way).

CONSERVATION EASEMENT

EXHIBIT B

WHEREAS, Grantor is the owner of, and is conveying to Grantee, certain real property lying and being situated in Walton County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources.

WHEREAS, Grantor and Grantee both desire to protect the natural character and ecological integrity of the Protected Property through a perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor retains a Conservation Easement in perpetuity over the Protected Property pursuant to Section 704.06, Florida Statutes (2022), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

PURPOSE. The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Choctawhatchee River.

1. **RIGHTS RESERVED TO GRANTEE.** Grantee reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):
 - A. **Fee Title.** Grantee has, and shall be deemed hereby to have retained, the underlying fee in the Property.
 - B. **Sale or Transfer of Interest.** Grantee retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantor and Grantee shall provide Grantor with a copy of the instrument of conveyance (as recorded, if applicable). Grantee may mortgage its interest in the Property so long as the mortgage is to a state or federal

government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.

- C. **Hunting.** The Grantee retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property as long as the same does not constitute a danger to Grantor's employees, agents, officers, directors and as long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.
- D. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry ("Silviculture") management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit "B" and designated as land cover codes _____. If Grantee removes timber from the upland portion of the Property, Grantee shall replant the upland portion with the appropriate pine species, based on soil type, the following year. The Grantee may not convert this acreage to a more intensive use than conventional Silviculture activities would allow, and bedding is prohibited. Unless otherwise defined herein, all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect and the following:
1. If pesticides or herbicides are used in forestry practices, follow the measures in Florida's Silviculture Best Management Practices Manual and adhere strictly to label restrictions.
 2. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

In the event the timber in the wetlands is damaged by natural disaster, fire, infestation or the like, Grantee, with the approval of the Grantor's Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from which such timber is removed. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

Grantee shall provide Grantor a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted on the Property, including removal of damaged timber due to a natural disaster. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition.

- E. **Roads, Ditches, and Improvements including Utilities.** Anything herein to the contrary notwithstanding, Grantee retains the right to repair and maintain the existing road, culverts and drainage structures that exist on the Property as of the date hereof as long as the character of the improvements is not substantially changed. The road width shall not exceed 30 feet. Grantee shall have the right to utilize only pervious surface materials for road repairs.

Furthermore, Grantee retains the right to develop and install a series of firelines necessary for the safe and efficient management of its uplands. Typical fireline installation and maintenance may include disking and plowing. Grantee shall submit a fireline plan to Grantor for its approval before undertaking any activities. Grantor will approve any reasonable request.

Grantee retains the right to run utilities across the Property. Utilities shall include, but are not limited to, electricity and telecommunications. Prior to installing any utilities, Grantee shall request and receive approval from Grantor as to the location of the utilities. Grantor will approve any reasonable request. Installation of utilities through, in, under or above wetlands is prohibited.

- F. **Fencing/Gates.** Grantee retains the right to repair existing fence and install fencing on the Property. Fencing is prohibited in wetland areas and Grantee shall submit a map or drawing delineating the location of the proposed fencing to Grantor for its approval prior to construction. Grantor will approve any reasonable request.

Grantee retains the right to install gates on the existing access road from County Highway 181-C.

- G. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantee shall submit in writing a request for construction of any other type of sign to Grantor for its approval prior to construction of such signs. Grantor will approve any reasonable request.
- H. **Access.** Grantee retains the right to control access, including fences and gates to the Property. Grantee will furnish Grantor keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.
- I. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantee retains the right to conduct prescribed burning on the Property; provided, however, that Grantee shall

obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.

- J. **Trails.** Grantee retains the right to create and maintain trails in the upland portion of the property.
- K. **Mowing and Mulching.** Grantee may engage in mowing and mulching activities in the upland portion of the property.
- L. **Approvals.** The Grantor may take any action on any request by Grantee for approval or consent under this Easement in its reasonable discretion.

2. RIGHTS GRANTED TO GRANTOR. Grantor retains and reserves all rights of, in, and to the Property not expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.

3. PROHIBITED ACTIVITIES AND USES. Without limiting the generality of the foregoing, the following activities and uses on or of the Property are expressly prohibited or restricted:

- A. **Subdivision.** There shall be no subdivision of the Property.
- B. **Construction.** There shall be no construction of any type of structure, including houses, on the Property.
- C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in existing roads.
- D. **Conversion of Wetlands.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands.
- E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall

not be construed to include reasonable amounts of legal waste generated as a result of allowed activities.

- G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.
- H. **Exotic Animals.** There shall be no placement of any type of exotic animal or an animal that is not native to Florida.
- I. **Archaeological Sites.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, which affects the surface of the Property.
- K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetlands of the Property, there shall be no conversion of said wetlands and there shall be no bedding conducted on the Property. Grantor shall have complete timber rights in the wetlands as shown on Exhibit "B" except as stated in paragraph 1.D.
- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture .
- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production on the Property.
- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.

- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides on the Property.
- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantee section of this Easement.
4. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit "B" and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation, which is determined by the Grantor, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this Easement, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantor as a public record, and a copy will be provided to Grantee. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
5. **DURATION OF EASEMENT.** This Easement shall be perpetual and shall be to the Grantor and its successors and assigns forever. Grantor shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantor agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantor and the covenants agreed to by Grantee herein shall not only be binding upon the Grantee but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
6. **MODIFICATION.** This Easement may be modified only by written and signed agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2022), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.

7. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered, certified or electronic mail, postage prepaid, addressed as follows:

To the Grantor: Northwest Florida Water Management District
c/o Director, Division of Asset Management
81 Water Management Drive
Havana, Florida 32333

With a copy to: Pennington, P.A.
c/o J. Breck Brannen, Esq.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301

Email: breck@penningtonlaw.com

To the Grantee: Mark and Traci Mansfield
271 Botany Blvd.
Santa Rosa Beach, Florida 32459

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

8. **CONTINUING DUTY.** Grantor and Grantee recognize and acknowledge the natural and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantee hereby acknowledges a continuing duty of care to Grantor imposed by this Easement upon Grantee to carry out the intent and purpose of this Easement in regard to Grantee's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantee as defined in Paragraph 1 hereof.
9. **PRE-SUIT MEDIATION.** From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans

and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

10. INSPECTION AND ENFORCEMENT. Grantor and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantor set forth herein. No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantor may install 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by Grantor. Each fixed photo-point location may be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points,.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantor and located in such a manner as to not unreasonably interfere with Grantee's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantor from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

11. LIMITED USE OF THE PROTECTED PROPERTY. This Easement and the covenants herein are subject to the express understanding that the Property may be used by the Grantee and its successors and assigns only in conjunction with the benefit to the Grantor and that the activities and uses on the part of the Grantor and Grantee with respect to the Property are only those specifically stated herein.

12. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR. Grantor shall be permitted to transfer or assign its interest in this Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the

preservation of sites or properties; however, any successor or assignee shall take the interest in this Easement subject to the reservations, restrictions and obligations of Grantor as to the use of the Property unless such land is needed for road right-of-way by the county or state then such restrictions do not apply.

Grantee agrees to notify Grantor of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. The failure of Grantee to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantor shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Walton County, Florida.

13. HAZARDOUS WASTES. Should Grantee at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantor or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantee shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

14. ATTORNEYS' FEES. If either party brings suit to enforce any provision of this Easement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in trial, appeal or otherwise.

15. SERVITUDE. The rights granted to Grantor and the covenants agreed to by Grantee shall not only be binding upon the Grantee but also upon its Grantee's agents, representatives,

successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.

- 16. CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.
- 17. INDEMNIFICATION.** Grantee shall indemnify, defend and hold Grantor and all Grantor's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantee, and its assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantor shall be responsible for any negligent or willful action or activity by the Grantor while on the Property. This provision does not constitute a waiver of Grantor's sovereign immunity under Section 768.28, Florida Statutes (2022), or extend Grantor's liability beyond the limits established in Section 768.28, Florida Statutes (2022).
- 18. SEVERABILITY.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
- 19. NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantor or relieve Grantee from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantor or other governmental agencies asserting jurisdiction over Grantee's activities.
- 20. UNITY OF INTEREST.** Grantor shall not be obligated, by virtue of multiple Grantee's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantees' rights, remedies and functions under this Easement shall be by and through a "Coordinating Representative". _____ (fill in name, if and when applicable) shall be designated as the Coordinating Representative until such time as notice of a substitute Grantee is provided to Grantor.

- 21. EXISTING MORTGAGE.** _____, the owner and holder of that certain mortgage recorded at O.R. Book ___, Page ___, in the Public Records of _____ County, Florida, joins in and consents to, and subordinates its mortgage to, this Easement as set forth in the Joinder, Consent and Subordination attached hereto as Exhibit "C" and incorporated herein.
- 22. AD VALOREM TAXES.** Grantee agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantor shall cooperate with the Grantee, if applicable and requested by Grantee, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the property appraiser and value adjustment board.
- 23. RELATIONSHIP OF PARTIES.** This Easement shall not create a joint venture or partnership relationship between the Parties.
- 24. NOTICE OF VIOLATION.** In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.
- 25. GOVERNING LAW; VENUE.** This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.
- 26. ENTIRE AGREEMENT.** This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 11.

Signed, sealed and delivered

GRANTOR

in the presence of:

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Lyle Seigler, Executive Director, who is personally known to me or who has produced _____ as identification.

(seal)

Signed

Printed

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered

GRANTEE

in the presence of:

Mark Mansfield

By: _____

Print Name: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023, by Mark Mansfield, who is personally known to me or who has produced (type of identification) as identification.

(seal)

Signed

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

Traci Mansfield

in the presence of:

By: _____

Print Name: _____

Print Name: _____

Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023, by Traci Mansfield, who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT “A”

(legal description)

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 3 North, Range 17 West, Walton County, Florida.

Less and Except that portion of land lying within and south of County Road 181-C (100-foot Right-of-Way).

DRAFT

EXHIBIT “B”

(baseline documentation map)

DRAFT

EXHIBIT "C"

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, in the original principal amount of \$ _____, given by _____ ("Grantor") to _____ ("Mortgagee"), encumbering the real property described on Exhibit "A" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all of the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by _____, in favor of Northwest Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this _____ day of _____, 2023.

By: _____

(Signature)

(Mortgagee)

Name: _____

Title: _____

(Print)

WITNESSES:

By: _____

(Signature)

Name: _____

(Print)

By: _____

(Signature)

Name: _____

(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ (print name), as _____ (title) of _____ (Mortgagee), on behalf of said. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Asset Management Administrator

DATE: April 18, 2023

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Johns Parcel; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the Johns Parcel in Washington County; and
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, and approval of the Agreement by legal counsel.

Background:

Staff obtained one appraisal and review appraisal for the fee simple purchase of the Johns parcel. The appraisal was prepared by Carlton Appraisal Company and the review appraisal was prepared by Carroll Appraisal Company, Inc. The above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

The Seller's accepted staff's offer and staff proposes the acquisition as outlined in the Purchase and Sale Agreement. The acquisition will include the fee simple purchase of 15 acres +/- in Washington County as shown on the attached maps from Gary L. Johns, Eddie D. Johns, Shelia D. Syfrett, Kay S. Nichols and Lowell T. Johns, Jr. The parcel is located west of Porter Pond Road and is composed primarily of bottomland hardwood habitat with a couple of acres of uplands.

The Johns parcel is located within the Econfinia Springs Groundwater Contribution Area, is ultimately surrounded by District land on three sides, and will be part of the Econfinia Creek WMA, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of the 15 acres +/- is \$50,625. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2022-23 budget for this acquisition.

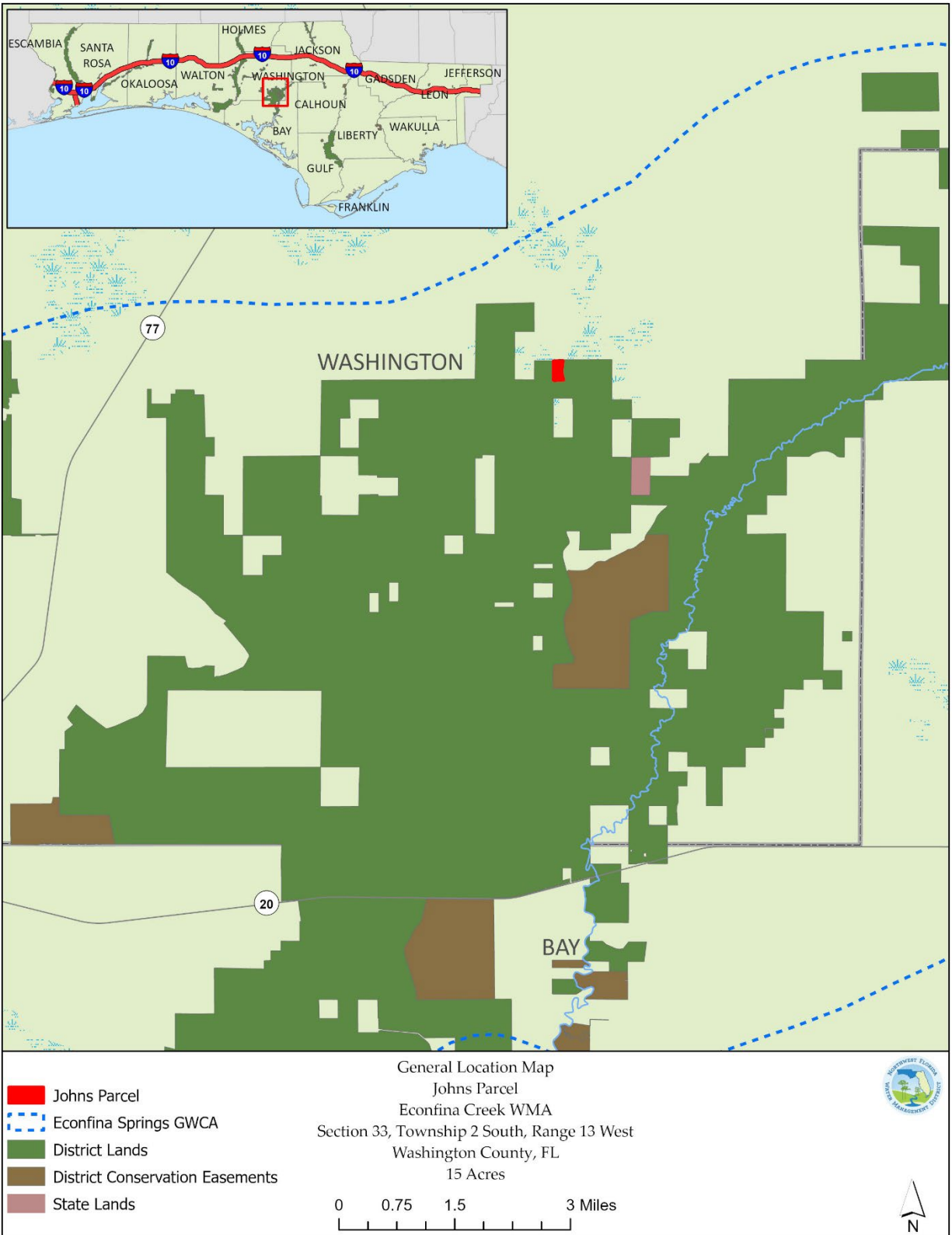
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,645.

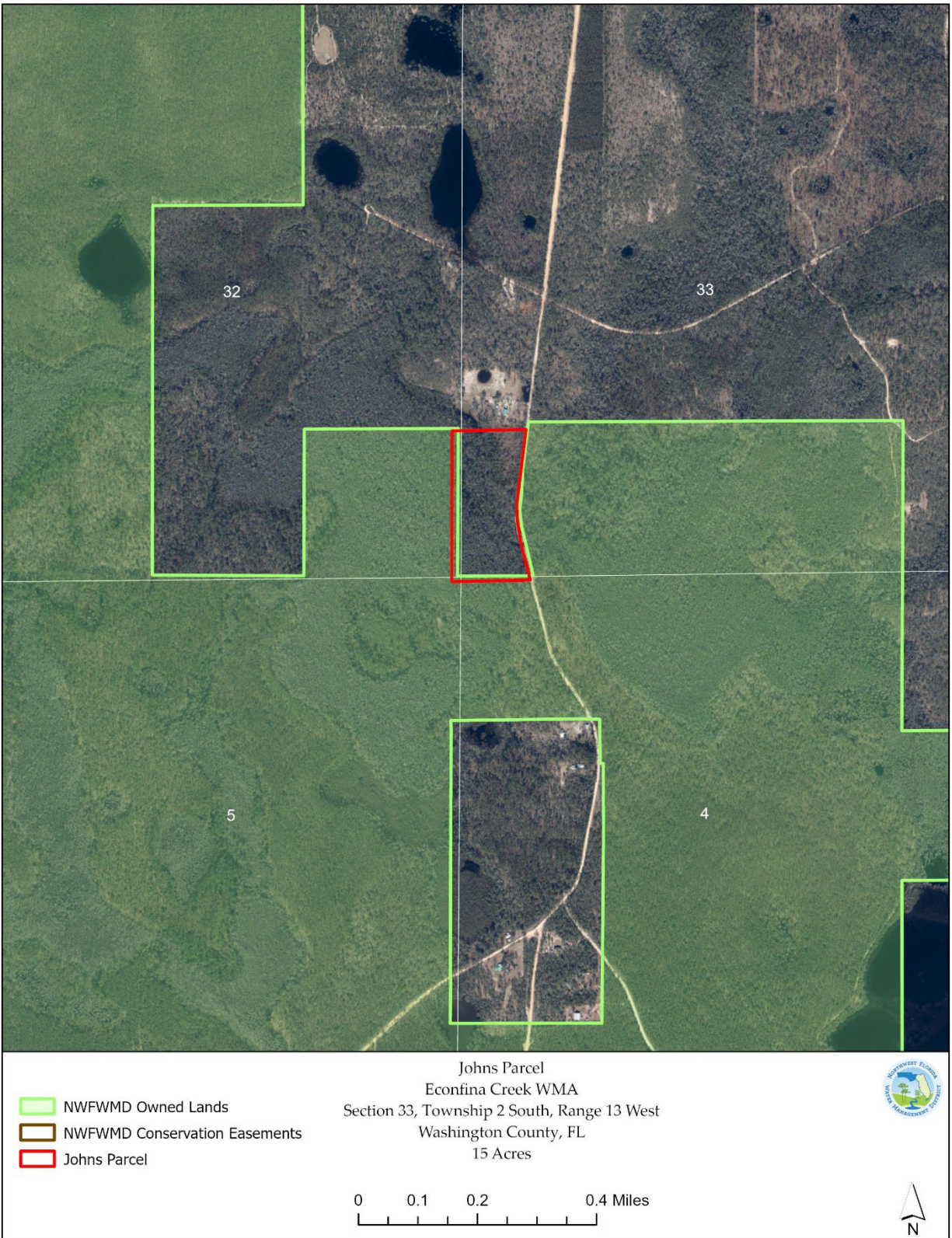
Boundary Map Acreage Certification with Survey of North Property Line. The District will hire Southeastern Surveying and Mapping Corporation to prepare a boundary map acreage certification on this parcel, including a survey of the north property line, not to exceed \$7,350.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$3,000.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$366.53 and recording fees estimated at \$52.50. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2023, between **GARY LAVAUGHEN JOHNS, EDDIE DEWAYNE JOHNS (also known as Eddie Duane Johns), SHEILA DIANE SYFRETT (formerly known as Sheila Diane Johns), KAY SMEDLEY NICHOLS and LOWELL THOMAS JOHNS, JR.**, whose mailing address is 448 Cutchins Mill Road, Chipley, FL 32428, referred to herein collectively as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

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

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Fifty Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$50,625.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$3,375.00 per acre ("Acre Price") for an estimated 15 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the boundary map/acreage certification to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the boundary map/acreage certification may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the boundary map/acreage certification determine that the total acreage of the Property is more than 15 acres or less than 15 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$3,375.00 by the acreage shown on the boundary map/acreage certification; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after

receipt of the boundary map/acreage certification) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$3,375.00, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

6. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification shall be borne by Purchaser.

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

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental Laws" will mean all federal, state and local laws,

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

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

- (a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.
- (b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.
- (c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.
- (d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.
- (e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.
- (f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.
- (g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** The Closing will take place on or before August 31, 2023, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301,

at 2:00 p.m. E.T. (NOTE: Closing may occur via mail away as long as original documents and necessary funding is received by Closing Agent on or before the closing date.) The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than August 31, 2023. The closing date may be extended by notice from Purchaser for objections to title, boundary map/acreage certification, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

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

9. INTENTIONALLY OMITTED

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

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

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

11. **Risk of Loss.** Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on December 15, 2022, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall

have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

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

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

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

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

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

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

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

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

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

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

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

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

(k) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of

Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on February 14, 2023. Since February 14, 2023, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

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

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

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

this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

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

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

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

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

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

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

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

SELLER: Gary Lavaughen Johns
Eddie Dewayne Johns
Sheila Diane Syfrett
Kay Smedley Nichols
Lowell Thomas Johns, Jr.
448 Cutchins Mill Road
Chipley, FL 32428
ATTN: Lowell Thomas Johns, Jr.

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

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

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

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

- (a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;
- (b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;
- (c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 shall have been performed as of the Closing.
- (d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;
- (e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;
- (f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;
- (g) This Agreement is approved by the Governing Board of Purchaser;
- (h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;
- (i) Purchaser has approved an appraisal review as to such appraisal;

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

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

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

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

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

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until May 11, 2023.

27. INTENTIONALLY OMITTED

{SIGNATURES ON FOLLOWING PAGE}

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

SELLER:

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Gary Lavaughen Johns

By: _____
George Roberts, Chair

Date: _____

Date: _____

By: _____
**Eddie Dewayne Johns (a/k/a
Eddie Duane Johns)**

Date: _____

By: _____
**Sheila Diane Syfrett (f/k/a
Sheila Diane Johns)**

Date: _____

By: _____
Kay Smedley Nichols

Date: _____

By: _____
Lowell Thomas Johns, Jr.

Date: _____

EXHIBIT A

(Legal Description)

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

That part of SW 1/4 of SW 1/4, Section 33, Township 2 North, Range 13 West, lying West of Deltona Boulevard, Washington County, Florida.

EXHIBIT B

(Warranty Deed)

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

WARRANTY DEED

THIS WARRANTY DEED is made as of the ____ day of _____, 2023 by and between **GARY LAVAUGHEN JOHNS, EDDIE DEWAYNE JOHNS, also known as Eddie Duane Johns, SHEILA DIANE SYFRETT, formerly known as Sheila Diane Johns, KAY SMEDLEY NICHOLS and LOWELL THOMAS JOHNS, JR.** (collectively, the “Grantor”), whose address is: 448 Cutchins Mill Road, Chipley, FL 32428, and the **Northwest Florida Water Management District** (the “Grantee”), whose address is: 81 Water Management Drive, Havana, FL 32333.

W I T N E S S E T H :

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

That part of SW 1/4 of SW 1/4, Section 33, Township 2 North, Range 13 West, lying West of Deltona Boulevard, Washington County, Florida.

Parcel ID No.: 00000000-00-0584-0005

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

To have and to hold in fee simple forever.

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

This conveyance is SUBJECT TO (a) all matters, conditions, limitations, restrictions and easements of record, if any, but this reference will not operate to reimpose the same, (b) zoning and other governmental regulations, and (c) taxes and assessments for the year 2023 and subsequent years.

The Property is NOT the homestead of the Grantor.

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

Signed, sealed, and delivered
in the presence of:

GRANTOR:

By: _____
Gary Lavaughen Johns

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Gary Lavaughen Johns. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

GRANTOR:

Print Name

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Eddie Dewayne Johns, a/k/a Eddie Duane Johns. Such person(s) did not take an oath and: (notary must sign applicable blank)

____ is/are personally known to me.

____ produced a current _____ driver's license as identification.

____ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) _____

My Commission Expires (if not legible on seal): _____

GRANTOR:

Print Name

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Sheila Diane Syfrett, f/k/a Sheila Diane Johns. Such person(s) did not take an oath and: (notary must sign applicable blank)

____ is/are personally known to me.

____ produced a current _____ driver's license as identification.

____ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) _____

My Commission Expires (if not legible on seal): _____

GRANTOR:

By: _____
Kay Smedley Nichols

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Kay Smedley Nichols. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

GRANTOR:

By: _____
Lowell Thomas Johns, Jr.

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Lowell Thomas Johns, Jr. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Gary Lavaughen Johns, Eddie Dewayne Johns (also known as Eddie Duane Johns), Sheila Diane Syfrett (formerly known as Sheila Diane Johns), Kay Smedley Nichols and Lowell Thomas Johns, Jr., referred to herein collectively as "Grantor", who, being first duly sworn, depose and say that:

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

That part of SW 1/4 of SW 1/4, Section 33, Township 2 North, Range 13 West, lying West of Deltona Boulevard, Washington County, Florida

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

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2023, and exceptions approved by Purchaser.

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

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

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.
6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.
7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.
8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on February 14, 2023. Since February 14, 2023, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

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

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

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

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

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

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

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

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

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

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

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

Gary Lavaughen Johns: _____

Eddie Dewayne Johns: _____
(a/k/a Eddie Duane Johns)

Sheila Diane Syfrett: _____
(f/k/a Sheila Diane Johns)

Kay Smedley Nichols: _____

Lowell Thomas Johns, Jr.: _____

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

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

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

{SIGNATURES ON FOLLOWING PAGES}

By: _____
Gary Lavaughen Johns

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Gary Lavaughen Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Eddie Dewayne Johns, a/k/a Eddie Duane Johns

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Eddie Dewayne Johns, a/k/a
Eddie Duane Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Sheila Diane Syfrett, f/k/a Sheila Diane Johns

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Sheila Diane Syfrett, f/k/a Sheila Diane Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Kay Smedley Nichols

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Kay Smedley Nichols.

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

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Lowell Thomas Johns, Jr.

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by Lowell Thomas Johns, Jr.

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

Notary Public, State and County Aforesaid
My Commission Expires:

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Benjamin Faure, Bureau Chief, Land Management Operations

DATE: April 25, 2023

SUBJECT: Consideration of ITB 23B-007 for Sand Pine Eradication Services

Recommendation

Staff recommends the Governing Board approve the lowest bid received in response to Invitation to Bid (ITB) 23B-007 for Sand Pine Eradication Services and authorize the Executive Director to execute an agreement with Mendiola Forestry Services, LLC in an amount up to \$133,720.00 to facilitate this work, subject to legal counsel review.

Background

The District has identified 1,503 acres of sand pine to be eradicated for the purpose of developing a more open longleaf pine/wiregrass community within seven different units/stands of the Econfina Creek Water Management Area in Bay and Washington counties.

As part of the District's program to restore natural communities, offsite pine and competing native hardwood species must be removed from upland areas that are being restored to longleaf pine and wiregrass. The offsite pine and various native hardwoods compete with the longleaf pine for nutrients and sunlight. Allowing these trees to remain on site will create competition for the planted longleaf pine trees and understory vegetation and would adversely impact the District's efforts to continue restoring these natural communities.

On March 16, 2023, the District issued an Invitation to Bid (ITB) for the eradication of sand pines on 1,503 acres of reforested longleaf pine/wiregrass habitat. The ITB was advertised on the District's procurement website, the My Florida Market Place Vendor Information Portal, and posted in the Florida Administrative Register.

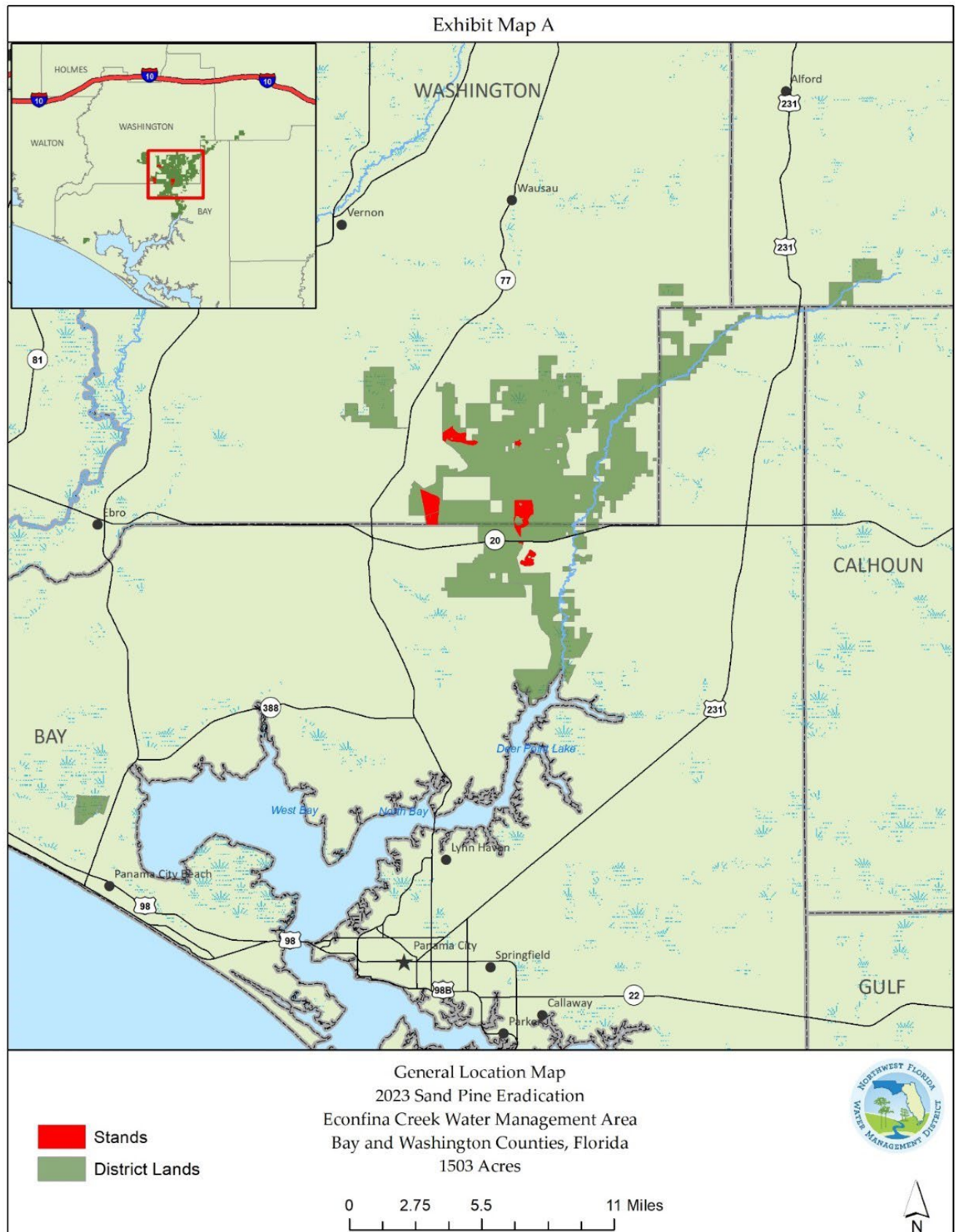
On April 12, 2023, at 2:00 p.m. EDT, the District received seven sealed bids in response to the ITB. The bids received are listed below for your consideration.

COMPANY NAME	AVERAGE PRICE PER ACRE FOR REMOVAL OF SAND PINE*	TOTAL BID FOR REMOVAL OF SAND PINE ON 1,503 ACRES
Mendiola Forestry Service, LLC	\$ 88.96	\$ 133,720.00
Garcia Forest Service, LLC	\$ 90.97	\$ 136,727.91
Express Forestry Service, LLC	\$ 94.40	\$ 141,883.20
Wildland Services, LLC	\$ 95.00	\$ 142,785.00
Forestech Consulting, Inc dba F4 Tech	\$ 107.93	\$ 162,228.81
DJK Ag Services	\$404.86	\$608,515.00
Universal Contracting & Construction Inc.	\$1,500.00	\$2,254,500.00

* Per acre price rounded

BF/

Refer to Supplement



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Benjamin Faure, Chief, Bureau of Land Management Operations

DATE: April 27, 2023

SUBJECT: Consideration of FY 2023-2024 Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement

Recommendation

Staff recommends the Governing Board approve the Florida Fish and Wildlife Conservation Commission Fiscal Year 2023-24 Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement, subject to approval of the District's Fiscal Year 2023-2024 budget.

Background

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

Under this agreement, FWC provides assessments of the property's fish and wildlife resources as they relate to managing the property's allowable public recreation opportunities and fulfilling the permit requirements. This includes, but is not limited to, operation of the fish and wildlife check station; regulation of public access and use; enhanced law enforcement; ongoing fish and wildlife studies and assessments; and assists the District with maintenance of the facilities and boundary fencing.

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

The current agreement between NFWFMD and FWC was renewed in 2019 for an additional five-year term. This agreement requires an annual assessment of FWC's activities and the development of an Annual Work Plan and Budget for the upcoming fiscal year. In coordination with District staff, FWC developed the attached Work Plan and Budget for FWC Fiscal Year 2023-2024, which begins on July 1, 2023. District staff routinely assesses FWC's work plan progress, and FWC has consistently implemented all activities specified in the Work Plan.

The proposed annual Work Plan budget for the upcoming agreement period is \$111,680.01, which is \$35,500.93 less than the current fiscal year approved budget of \$147,180.94. The overall decrease to the

proposed 2023-2024 budget is based on a combination of factors including the reduction of a Fish & Wildlife Technician position, a legislatively required minimum wage increase for the Check Station Operator positions, as well as a reduction in operating supply costs for fish and wildlife surveys.

Listed below are the previous three fiscal year's work plan approved budget amounts versus actual operating expenditures. Typically, actual operating costs do not exceed \$100,000 and FWC works closely with the District to help keep operating costs and salaries as low as possible.

Fiscal Year	Work Plan Governing Board Approval Amount	Actual Costs	Notes
2020-21	\$128,220.00	\$79,607.79	Increase related to Employee Insurance Costs
2021-22	\$129,394.00	\$74,769.82	Increase related to Employee Insurance Costs
2022-23	\$147,180.94	\$47,645.93 through 2 nd quarter March 2023	Legislative Minimum Wage Increase for Check Station Operators

BF/

Attachment: 2023-2024 Work Plan/Budget

**FITZHUGH CARTER TRACT/SHLMB WORK PLAN AND BUDGET
2023 – 2024
(Hunting and Fishing Programs)**

<u>Service/Product</u>	<u>Description</u>	<u>District Costs/Expenditures</u>
Fish and Wildlife Biologist (Biological Scientist III)	Implement a fisheries and wildlife management program in accordance with the Department of Environmental Protection and U.S. Army Corps of Engineers permit requirements for the Sand Hill Lakes Mitigation Bank (SHLMB). Duties include, but are not limited to, site security; identification of violations and ensuring compliance with the hunting and fishing requirements found in the FDEP and ACOE Mitigation Bank Permits. At the discretion of NFWFMD staff: patrol and maintenance of fence lines, reporting and updating the Boundary Breach Catalog/Map, road patch repairs and mowing (mowing will not encroach on wiregrass or other native grass species), maintenance of facilities and equipment to provide management and public recreation access, maintenance of boats and boat ramps, and assist District staff in prescribed burning when available. At the discretion of NFWFMD staff: Coordinates quail surveys, wood duck nest box monitoring, deer surveys, and use creel data to analyze fish populations, and indicate any decline in fish or wildlife populations with possible solutions, maintain the collection of wildlife and fisheries data, and prepare annual reports. Provide supervision of the Fish & Wildlife Check Station Operators, Biological Scientist II, and Technician; coordinate volunteer and educational programs, and relieves check station operators as needed.	Salary & Benefits...\$65,680. ⁰¹
Check Station Operators	Man Check Station during scouting, hunting, and fishing days. Duties include providing education and assistance to hunters and anglers checking into and out of check station (customer service/area public relations); collection of biological data from harvested game and fish; monitoring hunter and fisherman pressure (creel surveys and quota hunt use); issuance of angler provisions (boats, oars, PFD's, creel kits); and adherence to fisherman quotas & pond allocation limits.	2800 hrs. @ \$15.00/hr. \$42,000. ⁰⁰
Estimated Operational Expenses	Boat operation costs during fish surveys, work and safety apparel, education and training, fish & wildlife scientific survey materials, and equipment & supplies.	\$4,000. ⁰⁰
	<u>Total</u>	\$111,680.⁰¹

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Caitlin Brongel, Chief of Staff
Carlos Herd, Director, Division of Resource Management
Jerrick Saquibal, Chief, Bureau of Resource Projects and Planning

FROM: David Cambron, Agricultural Liaison, Division of Resource Management

DATE: April 26, 2023

SUBJECT: Consideration of Contractual Services with Auburn University to Support the Algae Harvesting and Biomass Reuse Agricultural Demonstration Project

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute a contract with Auburn University for an amount not to exceed \$197,090 to provide contractual services in support of the Algae Harvesting and Biomass Agricultural Demonstration project.

Background

On January 5, 2021, the District received notification from the U.S. Environmental Protection Agency (EPA) that it had been awarded funding under EPA's Gulf of Mexico Division Farmer to Farmer Grant program. Through this grant award, the District has worked for the past 27 months in cooperation with the University of Florida (UF) and a participating agricultural producer in Gadsden County to demonstrate how nutrients discharged from agricultural operations can be captured and reused on-site. This project has experienced delays as a result of the physical proximity and availability of the University of Florida personnel. In response, the District has allowed the existing contract to expire and has identified a more responsive technical service provider.

Auburn University staff will take over the analysis of water samples to characterize water quality and algae biomass composition, as well as pathogens or algal toxins that may be present. Additionally, Auburn University staff will investigate the potential of the algae biomass for reuse as fertilizer. Algae harvesting will be performed at discrete times to evaluate the system over a range of water quality, irrigation, and seasonal growing conditions. The District will conduct community outreach with stakeholders and interested parties in the area, to include demonstration of the system and explanation of preliminary results.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: May 2, 2023

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