

**Northwest Florida Water Management District  
Governing Board Meeting Minutes  
Thursday, July 11, 2024  
81 Water Management Drive  
Havana, Florida 32333**

1. Opening Ceremonies

Called to order at 1:01 p.m.

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

Present: Jerry Pate, Vice Chair; Nick Patronis, Secretary-Treasurer; John Alter; Gus Andrews; Ted Everett; Kellie Ralston

Absent: George Roberts, Chair; Anna Upton

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

None.

4. Consideration of the following Items Collectively by Consent:

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C, AND D IN THE CONSENT AGENDA CONTINGENT UPON LEGAL REVIEW AND OTHER ACTIONS AS REQUIRED BY FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

A. Approval of the Minutes for June 13, 2024

Approve the Minutes for June 13, 2024, Governing Board meeting.

B. Approval of the Financial Reports for the Month of May 2024

Approve the Financial Reports for the Month of May 2024.

C. Consideration of Three-Year Contract Renewal with Environ Services, Inc. for Janitorial Services for District Headquarters Facility

Approve the contract renewal with Environ Services, Inc. for janitorial services at District Headquarters and authorize the Executive Director to execute a three-year amendment with Environ Services, Inc. in the amount of \$77,850.00 for a period starting October 1, 2024, through September 30, 2027, subject to legal counsel review.

D. Consideration of Three-Year Extension of Prescribed Burning Agreements Procured under RFP 22-001 and Delegation of Spending Authority for Prescribed Burning and Vegetation Management Services for FY 2024-25

Authorize the Executive Director to renew Prescribed Burning and Vegetation Management Agreements, 22-032 - Attack One Fire Management Services, Inc., 22-034 - B&B Dugger, Inc., and 22-035 - Wildlands Service, Inc. for an additional three-year term, expiring on October 31, 2027, and authorize the Executive Director to issue individual or cumulative task

orders that exceed the delegated spending authority to Attack-One Fire Management Services, Inc., B&B Dugger, Inc., and Wildlands Service, Inc. for prescribed burning and vegetation management services procured through RFP 22-001, subject to Governing Board approval of the Fiscal Year 2024-25 budget and legal counsel review.

5. Consideration of FY 2024-25 Tentative Budget, Millage Rate and Dates, Times, and Locations of Public Hearings on the Budget

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD SET THE AD VALOREM TAX MILLAGE FOR FISCAL YEAR 2024-2025 AT THE ROLLED-BACK RATE OF 0.0218 OF A MILL, APPROVE THE FISCAL YEAR 2024-2025 TENTATIVE BUDGET AS PRESENTED, ALLOW STAFF TO MAKE RECOMMENDED ADJUSTMENTS AND CORRECTIONS, AND SUBMIT THE STANDARD FORMAT TENTATIVE BUDGET TO THE GOVERNOR'S OFFICE AND LEGISLATURE BY AUGUST 1, 2024, AND SCHEDULE THE PUBLIC HEARINGS ON THE BUDGET FOR THURSDAY, SEPTEMBER 12, 2024, AT 5:05 P.M. EASTERN TIME AT DISTRICT HEADQUARTERS IN HAVANA, FLORIDA AND THURSDAY, SEPTEMBER 26, 2024, AT 5:05 P.M. CENTRAL TIME IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Spending Authority for FY 2024-25 Hurricane and Tornado Recovery and Restoration Activities

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ISSUE INDIVIDUAL OR CUMULATIVE TASK ORDERS THAT EXCEED THE DELEGATED SPENDING AUTHORITY TO CURRENT CONTRACTORS DEEMED RESPONSIVE TO RFP 20-001 TO FACILITATE CONTINUED HURRICANE AND TORNADO RECOVERY AND RESTORATION ACTIVITIES UP TO AN AMOUNT NOT TO EXCEED \$2,500,000 FOR FISCAL YEAR 2024-25, SUBJECT TO APPROVAL OF THE FISCAL YEAR 2024-25 BUDGET. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Amendment No. 2 to the Trammell Conservation Easement; Apalachicola River

MOTIONED BY JOHN ALTER, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 2 TO THE TRAMMELL CONSERVATION EASEMENT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO SIGN AMENDMENT NO. 2, SUBJECT TO LEGAL COUNSEL REVIEW AND APPROVAL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Legal Counsel Report

No pending legal matters to report.

9. Executive Director Report

Meeting was adjourned at 1:14 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending June 30, 2024

Balance Forward - Operating Funds	\$32,105,111.66	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$474,420.16	
Contracts Receivable	1,554,787.94	
Other Deposits/Refunds/Adjustments	10,961.10	
Transfers from Lands Accounts	0.00	
Total Deposits during month		2,040,169.20
Total Deposits and Balance Forward		\$ 34,145,280.86
Disbursements:		
Employee Salaries	519,145.12	
Employee Benefits	304,169.91	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	213,786.40	
Operating Expenses - Services	126,420.71	
Operating Expenses - Commodities	101,307.68	
Operating Capital Outlay	541.00	
Grants and Aids	371,462.62	
Total Operating Expenses during month		1,636,833.44
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	20,133.04	
Total Funds Disbursed by check during month		1,656,966.48
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed		1,656,966.48
Cash Balance Operating Funds at month end		\$ 32,488,314.38
Operating Depositories:		
Petty Cash Fund	250.25	
General Fund Checking	696,610.84	
Payroll Account	6,000.00	
Passthrough (EFT) Account	0.00	
Investment Accounts @ 5.49%		
General Fund	11,890,770.20	
Lands Fee Fund	3,360,713.52	
Ecosystem TF	187.71	
Water Prot. & Sust. Program TF	105,714.83	
Okaloosa Regional Reuse	100,003.18	
Mitigation Fund	16,328,063.85	
Total Operating Depositories at month end		\$ 32,488,314.38

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 Financial Report  
 Summary Statement of Receipts, Disbursements & Cash Balances  
 For Month Ending June 30, 2024

Land Acquisition Funds:

Fla. Board of Administration @ 5.49%	\$	285,949.57	
Total Land Acquisition Funds			285,949.57

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 5.49%		43,329.85	
Fla. Board of Administration Cypress Springs R&M Account @ 5.49%		857,017.00	
Total Restricted Land Management Funds			900,346.85

Total Land Acquisition, and Restricted Management Funds			1,186,296.42
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			\$ 1,186,296.42
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Approved: \_\_\_\_\_  
 Chairman or Executive Director

Date: August 8, 2024



**Northwest Florida Water Management District  
Statement of Sources and Uses of Funds  
For the Period ending June 30, 2024  
(Nonfinal and Unaudited)\***

	<b>Current Budget</b>	<b>Actuals Through 6/30/2024</b>	<b>Variance (under)/Over Budget</b>	<b>Actuals As A % of Budget</b>
<b>Sources</b>				
Ad Valorem Property Taxes	\$ 3,900,000	\$ 3,877,658	\$ (22,342)	99%
Intergovernmental Revenues	113,978,182	10,786,235	(103,191,947)	9%
Interest on Invested Funds	88,500	1,337,229	1,248,729	1511%
License and Permit Fees	655,000	484,535	(170,465)	74%
Other	1,212,897	871,879	(341,018)	72%
Fund Balance	34,374,121		(34,374,121)	0%
<b>Total Sources</b>	<b>\$ 154,208,700</b>	<b>\$ 17,357,536</b>	<b>\$ (136,851,164)</b>	<b>11%</b>

	<b>Current Budget</b>	<b>Expenditures</b>	<b>Encumbrances <sup>1</sup></b>	<b>Available Budget</b>	<b>%Expended</b>	<b>%Obligated <sup>2</sup></b>
<b>Uses</b>						
Water Resources Planning and Monitoring	\$ 7,000,363	\$ 2,917,989	\$ 2,308,094	\$ 1,774,280	42%	75%
Acquisition, Restoration and Public Works	100,180,547	8,843,965	27,880,116	63,456,466	9%	37%
Operation and Maintenance of Lands and Works	10,573,016	5,950,546	797,454	3,825,016	56%	64%
Regulation	4,718,462	2,647,077	209,769	1,861,616	56%	61%
Outreach	158,662	107,546	345	50,771	68%	68%
Management and Administration	2,761,606	1,789,266	59,301	913,038	65%	67%
<b>Total Uses</b>	<b>\$ 125,392,656</b>	<b>\$ 22,256,390</b>	<b>\$ 31,255,080</b>	<b>\$ 71,881,186</b>	<b>18%</b>	<b>43%</b>
Reserves	28,816,044			28,816,044	0%	0%
<b>Total Uses and Reserves</b>	<b>\$ 154,208,700</b>	<b>\$ 22,256,390</b>	<b>\$ 31,255,080</b>	<b>\$ 100,697,230</b>	<b>14%</b>	<b>35%</b>

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

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

This unaudited financial statement is prepared as of June 30, 2024, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 SCHEDULE OF DISBURSEMENTS  
 GENERAL FUND  
 JUNE 2024

RETIREMENT	06/05/2024	\$ 7,232.58
CHECKS	06/06/2024	48,754.56
ACH TRANSFERS	06/07/2024	128,993.20
DIRECT DISBURSEMENT	06/07/2024	73,789.70
CHECKS	06/13/2024	185,976.34
ACH TRANSFERS	06/14/2024	89,985.54
DIRECT DISBURSEMENT	06/14/2024	1,330.00
CHECKS	06/20/2024	40,736.46
ACH TRANSFERS	06/21/2024	61,519.21
DIRECT DISBURSEMENT	06/21/2024	12,380.36
CHECKS	06/27/2024	234,169.12
VOIDED CHECKS	06/28/2024	-35.00
ACH TRANSFERS	06/28/2024	132,956.35
DIRECT DISBURSEMENT	06/28/2024	320.00
RETIREMENT	06/28/2024	104,123.45

\_\_\_\_\_  
 \$ 1,122,231.87

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

\_\_\_\_\_  
 August 8, 2024  
 Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCOUNTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
6030	BBG INC	6/6/2024	3,200.00	APPRAISAL
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	6/6/2024	728.92	BCBS MEDICARE
3157	COAST MACHINERY,INC.	6/6/2024	2,200.00	MARSH MASTER REPAIRS
916	FPL NORTHWEST FLORIDA	6/6/2024	541.49	DEFUNIAK ELECTRIC
5872	FUSION FLEET SERVICES LLC	6/6/2024	463.94	GPS INSTALL/REMOVAL
5990	GREEN GRASS FARMS LLC	6/6/2024	505.00	SOD FOR EROSION CONTROL
3406	NEECE TRUCK TIRE CENTER INC.	6/6/2024	86.91	RUNNING PO FOR MINOR REPAIRS TO WMD-96277
4577	SOUTHERN TIRE MART, LLC	6/6/2024	618.00	NEW TIRE FOR NEW HOLLAND TS100
4832	SUN LIFE FINANCIAL	6/6/2024	5,568.54	SUNLIFE ACCT 4
4832	SUN LIFE FINANCIAL	6/6/2024	46.90	SUNLIFE ACCT 5
4834	SUN LIFE FINANCIAL	6/6/2024	85.25	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	6/6/2024	1,094.48	SUNLIFE ACCT 1
4834	SUN LIFE FINANCIAL	6/6/2024	2,851.99	SUNLIFE ACCT 2
4833	SUN LIFE FINANCIAL	6/6/2024	1,007.31	SUNLIFE ACCT 3
5250	SUN LIFE FINANCIAL - VISION	6/6/2024	631.56	SUNLIFE ACCT 6
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/6/2024	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/6/2024	3,155.77	ELECTRIC HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	6/6/2024	359.12	WATER/SEWER HQ
6052	TINT PROS OF TALLAHASSEE	6/6/2024	149.00	WINDOW TINT FOR WMD-96881
6053	UNIVERSITY OF FLORIDA LEADERSHIP AND EDUCATION	6/6/2024	4,500.00	REGISTRATION FOR NRLI TRAINING
4557	VERIZON WIRELESS	6/6/2024	1,207.86	CELL PHONES AND JET PACKS
5855	WASTE AWAY GROUP INC	6/6/2024	248.02	DUMPSTER SERVICES FOR COTTON LANDING - CHOCTAW
5612	WETLAND SOLUTIONS, INC.	6/6/2024	19,416.00	HYDROLOGIC & WATER QUALITY DAT
<b>TOTAL CHECKS</b>			<b>\$ 48,754.56</b>	
3293	ANGUS G. ANDREWS, JR.	6/7/2024	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
3228	AMANDA BEDENBAUGH	6/7/2024	217.61	TRAVEL REIMBURSEMENT
1617	CAPITAL HEALTH PLAN	6/7/2024	95,362.81	CHP MEDICAL
5243	CARROLL APPRAISAL COMPANY, INC.	6/7/2024	3,450.00	REVIEW APPRAISAL
4125	KATHLEEN COATES	6/7/2024	135.00	TRAVEL REIMBURSEMENT
2702	FISH AND WILDLIFE	6/7/2024	20,128.11	COOPERATIVE MGMT AGREEMENT # 14-070
3942	A & W VENTURES, L.C.	6/7/2024	275.00	PORTABLE TOILET FOR PHIPPS PARK
5947	PREVENTIA SECURITY LLC	6/7/2024	75.00	DEFUNIAK SECURITY
3074	ST. JOHNS RIVER WATER MGMT DISTRICT	6/7/2024	1,224.67	SJRWMD TRAINING ON GW MODEL CALIBRATION SOFTWARE
<b>TOTAL ACH PAYMENTS</b>			<b>\$ 128,993.20</b>	
5944	REFUND NIC	6/7/2024	100.00	P7868-3 SEAN MCNEIL EPERMIT DISCOUNT REFUND
5944	REFUND NIC	6/7/2024	1,080.00	NEIL TUCKER P316457 REDUCED DISTURBANCE REFUND
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	6/7/2024	2,125.75	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	6/7/2024	70,483.95	BCBS
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 73,789.70</b>	
<b>TOTAL AP</b>			<b>\$ 251,537.46</b>	
735	CARLTON APPRAISAL COMPANY	6/13/2024	3,796.00	APPRAISAL

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCOUNTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
735	CARLTON APPRAISAL COMPANY	6/13/2024	2,297.00	APPRAISAL - WELCH TRACT
4734	CITY OF PAXTON	6/13/2024	135,615.00	WATER METER REPLACEMENT
4754	CUMMINS POWER SOUTH	6/13/2024	1,385.44	PREVENTATIVE SERVICE - GENERATOR - SERVER ROOM
4748	EAST MILTON WATER SYSTEM	6/13/2024	19.78	WATER - MILTON OFFICE
391	GADSDEN COUNTY TAX COLLECTOR	6/13/2024	10.00	TEMP TAGS FOR LANDS TRUCKS
410	GULF COUNTY TAX COLLECTOR	6/13/2024	0.64	PARCEL REFUNDS
3193	INSURANCE INFORMATION EXCHANGE	6/13/2024	77.59	BACKGROUND SCREENING
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	161.62	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	89.07	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	104.64	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	119.71	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	130.11	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	6/13/2024	127.16	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
5965	NIC SERVICES	6/13/2024	899.58	FEE FOR ELECTRONIC PAYMENTS
423	OKALOOSA CO. TAX COLLECTOR	6/13/2024	3.49	PARCEL REFUND
4378	P.M. MARINE ENGINE SERVICE, INC.	6/13/2024	797.45	PARTS AND LABOR FOR 2002 MERCURY 115 OUTBOARD
3941	TYLER TECHNOLOGIES, INC.	6/13/2024	18,936.45	DISASTER RECOVERY SERVICE 6/24/24-6/23/25
5612	WETLAND SOLUTIONS, INC.	6/13/2024	21,034.00	HYDROLOGIC & WATER QUALITY DAT

**TOTAL CHECKS**

**\$ 185,976.34**

3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	6/14/2024	24,640.00	AGREEMENT FOR PRESCRIBED BURNI
3771	CHOCTAWHATCHEE BASIN ALLIANCE	6/14/2024	25,900.59	ALLIANCE RESTORATION PROGRAM
4855	ENVIRON SERVICES INCORPORATED	6/14/2024	2,079.17	JANITORIAL SERVICES FOR HQ
4961	PETER FOLLAND	6/14/2024	110.00	TRAVEL REIMBURSEMENT
2268	INNOVATIVE OFFICE SOLUTIONS, INC	6/14/2024	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5368	KOUNTRY RENTAL NWF, INC.	6/14/2024	12,009.46	SERVICE FOR PORTABLE TOILETS-C
5802	MURPHY CASSIDY DIESEL REPAIRS	6/14/2024	116.08	MINOR REPAIRS FOR REG VEHICLES
5894	ODESSA CLEANING SERVICE LLC	6/14/2024	300.00	ECONFINA FIELD OFFICE CLEANING
5651	SGS TECHNOLOGIE, LLC	6/14/2024	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4799	STAPLES CONTRACT & COMMERCIAL, INC.	6/14/2024	27.51	BUSINESS CARDS-CLARK
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	6/14/2024	4,606.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	6/14/2024	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
5336	TETRA TECH, INC	6/14/2024	14,847.50	AGREEMENT FOR AS NEEDED SERVIC
5884	TRE INDUSTRIES LLC	6/14/2024	50.00	LABORATORY TESTING
5218	WAGeworks, INC.	6/14/2024	100.00	COBRA ADMINISTRATION
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	190.00	RENTAL & SERVICE FOR PORTABLE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCOUNTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	200.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	6/14/2024	225.00	RENTAL & SERVICE FOR PORTABLE
<b>TOTAL ACH PAYMENTS</b>			<b>\$ 89,985.54</b>	
5944	REFUND NIC	6/14/2024	1,080.00	P316461 NEIL TUCKER REDUCED DISTURBANCE REFUND
5944	REFUND NIC	6/14/2024	250.00	P318354 CAROLINE MCCARTY WITHDRAWAL REFUND
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 1,330.00</b>	
<b>TOTAL AP</b>			<b>\$ 277,291.88</b>	
4923	JOHN ALTER	6/20/2024	56.07	TRAVEL REIMBURSEMENT
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	6/20/2024	38.08	LEGAL ADS FOR GOVERNING BOARD
916	FPL NORTHWEST FLORIDA	6/20/2024	219.50	MILTON ELECTRIC
2291	GULF COAST ELECTRIC COOPERATIVE,INC	6/20/2024	552.72	ELECTRIC SERVICE EFO
5474	HATCHER PUBLISHING INC	6/20/2024	50.20	LEGAL ADS-WATER USE PERMITS
4575	HAZEN AND SAWYER, P.C.	6/20/2024	29,188.75	AGREEMENT FOR WATER SUPPLY PLA
6057	JONATHAN ARNOLD	6/20/2024	30.00	WELLS REFUND 313750-2 NO FEE REQUIRED
6056	KEITH JOHNSON	6/20/2024	4,700.00	P315982-1 KEITH JOHNSON DUPLICATE PAYMENT REFUND
5444	PENSACOLA SHOE HOSPITAL & BOOT STORE	6/20/2024	189.95	SAFETY BOOTS-CLARK
5933	ROGERS BROTHERS LAND CLEARING LLC	6/20/2024	3,440.92	DISTRICT ROAD REPAIRS
5764	SOUTHERN CLEANING SUPPLY LLC	6/20/2024	434.10	RECREATION SITE SUPPLIES
5764	SOUTHERN CLEANING SUPPLY LLC	6/20/2024	487.05	BUILDING AND GROUNDS SUPPLIES EFO
4577	SOUTHERN TIRE MART, LLC	6/20/2024	443.78	WMD 2434 TIRES
4577	SOUTHERN TIRE MART, LLC	6/20/2024	905.34	WMD 2434 TIRES
<b>TOTAL CHECKS</b>			<b>\$ 40,736.46</b>	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	6/21/2024	13,411.20	AGREEMENT FOR PRESCRIBED BURNI
5450	CAITLIN BRONGEL	6/21/2024	24.32	TRAVEL REIMBURSEMENT
5450	CAITLIN BRONGEL	6/21/2024	218.46	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	6/21/2024	1,152.00	LAW ENFORCEMENT/SECURITY SERVI
3405	JOHN B. CROWE	6/21/2024	110.00	TRAVEL REIMBURSEMENT
45	DMS	6/21/2024	12.69	AIR CARDS AND HOT SPOTS VERIZON
45	DMS	6/21/2024	2.20	CONFERENCE CALLS
45	DMS	6/21/2024	1,963.78	DEFUNIAL ETHERNET AND LONG DISTANCE
45	DMS	6/21/2024	622.73	DEFUNIAK LOCAL PHONE (WEST FL TELEPHONE SVC)
45	DMS	6/21/2024	9,855.51	HEADQUARTERS ETHERNET
45	DMS	6/21/2024	1,562.64	HEADQUARTERS LOCAL (PANAMA CITY TELEPHONE SVC)
45	DMS	6/21/2024	3.38	LAN PORTS AND INTRANET/INTERNET
45	DMS	6/21/2024	1.47	LAN PORTS AND INTRANET/INTERNET
45	DMS	6/21/2024	97.56	MILTON LOCAL (GULF BREEZE TELEPHONE SVC)
2702	FISH AND WILDLIFE	6/21/2024	7,459.77	LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	6/21/2024	864.05	LAW ENFORCEMENT AND SECURITY O
4961	PETER FOLLAND	6/21/2024	90.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	6/21/2024	400.00	LAND MANAGEMENT DATABASE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCOUNTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5925	IAN WATERS	6/21/2024	126.00	TRAVEL REIMBURSEMENT
5925	IAN WATERS	6/21/2024	90.00	TRAVEL REIMBURSEMENT
5294	KRONOS, INCORPORATED	6/21/2024	33.62	KRONOS RENEWAL
4952	LAW, REDD, CRONA & MUNROE, P.A.	6/21/2024	1,870.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
5146	MICHAEL CORRIE MANNION	6/21/2024	3,157.00	STAFF AUGMENTATION FOR CUSTOM APPLICATE #18-066
5802	MURPHY CASSIDY DIESEL REPAIRS	6/21/2024	157.60	MINOR REPAIRS FOR REG VEHICLES
4918	APRIL MURRAY	6/21/2024	253.85	TRAVEL REIMBURSEMENT
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.A.	6/21/2024	98.00	LABORATORY TESTING
3185	YAMILA POSEY	6/21/2024	110.00	TRAVEL REIMBURSEMENT
4607	QUADIENT LEASING USA, INC	6/21/2024	1,087.65	MAILING SYSTEMS FOR HQ AND DEF
3960	GEORGE ROBERTS	6/21/2024	89.00	TRAVEL REIMBURSEMENT
5614	ZACHARY J. SELLERS	6/21/2024	1,019.83	DFO JANITORIAL SERVICES
4091	THE SHOE BOX	6/21/2024	144.50	SAFETY BOOTS-DESMOND
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	6/21/2024	15,430.40	LAW ENFORCEMENT/SECURITY ON DI
<b>TOTAL ACH PAYMENTS</b>			<b>\$ 61,519.21</b>	
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	6/21/2024	541.00	CLOSING FUNDS FOR CLECKLEY CONSERVATION
5944	REFUND NIC	6/21/2024	50.00	WELLS REFUND 318245-2 NO FEE REQUIRED
5944	REFUND NIC	6/21/2024	50.00	WELLS REFUND 318242-1 OVERPAYMENT
5944	REFUND NIC	6/21/2024	50.00	WELLS REFUND 318464-1 WITHDRAWN
5944	REFUND NIC	6/21/2024	50.00	WELLS REFUND 318502-1 OVERPAYMENT
5944	REFUND NIC	6/21/2024	100.00	290905-2 JIM MARTELLI EPERMIT DISCOUNT REFUND
5944	REFUND NIC	6/21/2024	250.00	P318474 ETHAN SISOPHONE WITHDRAWAL REFUND
2967	BANK OF AMERICA	6/21/2024	7,602.02	MAY 2024 P-CARD CHARGES
2967	BANK OF AMERICA	6/21/2024	50.00	REG SUNPASS
2967	BANK OF AMERICA	6/21/2024	19.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	6/21/2024	19.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	6/21/2024	59.99	DIGITAL SUBSCRIPTION - PANAMA CITY NEWS HERALD
2967	BANK OF AMERICA	6/21/2024	326.93	WATER FOUNTAIN FILTERS FOR HQ
2967	BANK OF AMERICA	6/21/2024	141.69	REG OFFICE/COMPUTER SUPPLIES - AMAZON
2967	BANK OF AMERICA	6/21/2024	320.64	AMAZON - SAFETY AND OFFICE SUPPLIES FOR STAFF
2967	BANK OF AMERICA	6/21/2024	169.99	AMAZON - WIRELESS HEADSET
2967	BANK OF AMERICA	6/21/2024	36.83	AMAZON - OFFICE SUPPLIES
2967	BANK OF AMERICA	6/21/2024	104.10	OFFICE SUPPLIES
2967	BANK OF AMERICA	6/21/2024	99.98	DIGITAL WALL CLOCKS FOR BOARDROOM
2967	BANK OF AMERICA	6/21/2024	509.85	TABLET - AMAZON
2967	BANK OF AMERICA	6/21/2024	1,266.68	AMAZON - COMPUTER SUPPLIES FOR HQ STAFF
2967	BANK OF AMERICA	6/21/2024	351.11	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	6/21/2024	174.57	SAFETY BOOTS FOR ERIC TOOLE
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 12,345.36</b>	
<b>TOTAL AP</b>			<b>\$ 114,601.03</b>	
5768	ALFORD BROTHERS INC	6/27/2024	1,081.45	MAJOR REPAIRS TO WMD-96840
5768	ALFORD BROTHERS INC	6/27/2024	69.95	MINOR REPAIRS FOR REG VEHICLES
95	AT&T	6/27/2024	659.42	PHONE SERVICE - EFO

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ACCOUNTS PAYABLE**

<b>VENDOR</b>	<b>NAME</b>	<b>CHECK DATE</b>	<b>INVOICE NET</b>	<b>INVOICE DESCRIPTION</b>
5003	THE BALMORAL GROUP, LLC	6/27/2024	5,972.16	Agreement for Water Supply Pla
2992	BANK OF AMERICA	6/27/2024	444.64	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	6/27/2024	1,151.84	MAY 2024 ANALYSIS STATEMENT
5131	CITY OF DEFUNIAK SPRINGS	6/27/2024	234.16	CITY OF DEFUNIAK SPRINGS WATER/SEWER
4676	CITY OF MILTON FLORIDA	6/27/2024	85.56	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	6/27/2024	31.43	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	6/27/2024	48.07	LAKESHORE & I10
2241	DEPT. OF THE INTERIOR - USGS	6/27/2024	2,131.00	JOINT FUNDING AGREEMENT-0048
6062	DJFO LLC	6/27/2024	250.00	P310534-2 DJFO LLC OVERPMT REFUND
5790	GADSDEN COUNTY TIMES	6/27/2024	78.75	LEGAL ADS-WATER USE PERMITS
5246	HOLLEY-NAVARRE WATER SYSTEM, INC.	6/27/2024	209,947.03	SOUTH SANTA ROSA REUSE PHASE I
3813	PENNINGTON, P.A.	6/27/2024	8,000.00	LEGAL COUNSEL
3813	PENNINGTON, P.A.	6/27/2024	75.00	TITLE SEARCH AND COMMITMENT
3813	PENNINGTON, P.A.	6/27/2024	75.00	APPRAISAL-PIPLACK TRACT
4068	RING POWER CORPORATION	6/27/2024	1,685.74	DIAGNOSTIC FOR CUMMINS GENERATOR
6061	STEVEN SWANSON	6/27/2024	100.00	P397800-2 STEVEN SWANSON EPERMIT DISCOUNT
5700	JOSH TATUM	6/27/2024	91.41	TRAVEL REIMBURSEMENT
6060	TEAM ONE OF TALLAHASSEE INC	6/27/2024	441.74	REPAIR TO SCAG LAWN MOWER
4557	VERIZON WIRELESS	6/27/2024	1,166.06	CELL PHONES AND JET PACKS
4626	WASTE PRO OF FLORIDA, INC	6/27/2024	236.47	SOLID WASTE - HQ
4038	WINDSTREAM COMMUNICATIONS	6/27/2024	112.24	800 NUMBERS AND EFO LONG DISTANCE
<b>TOTAL CHECKS</b>			<b>\$ 234,169.12</b>	
5843	AQUATIC INFORMATICS INC	6/28/2024	78,107.00	AQUARIUS SAAS RENEWAL - 24S-003
4807	WEX BANK	6/28/2024	14,471.18	MAY 2024 FUEL/SERVICE CHARGES
4807	WEX BANK	6/28/2024	1,097.25	WEX GPS TRACKING
2701	FLORIDA MUNICIPAL INSURANCE TRUST	6/28/2024	38,699.41	FY 23-24 INSURANCE ALLOCATIONS AUTO INS
6045	MILTON GAZETTE LLC	6/28/2024	126.60	LEGAL ADS-WATER USE PERMITS
4091	THE SHOE BOX	6/28/2024	427.40	UNIFORM ORDER FOR LANDS
4799	STAPLES CONTRACT & COMMERCIAL, INC.	6/28/2024	27.51	BUSINESS CARDS FOR ROBERT STEELE
<b>TOTAL ACH PAYMENTS</b>			<b>\$ 132,956.35</b>	
5944	REFUND NIC	6/28/2024	220.00	P314497 TODD BARKER REFUND IND TO EXEMPTION
5944	REFUND NIC	6/28/2024	100.00	P316210 JONATHAN BARWICK EPERMIT DISCOUNT REFUND
<b>TOTAL DIRECT DISBURSEMENTS</b>			<b>\$ 320.00</b>	
<b>TOTAL AP</b>			<b>\$ 367,445.47</b>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
 SCHEDULE OF DISBURSEMENTS  
 PAYROLL  
 JUNE 2024

DIRECT DEPOSIT	06/14/2024	\$	264,104.19
CHECKS	06/14/2024		3,458.35
FLEX SPENDING TRANSFER	06/14/2024		1,690.91
DIRECT DEPOSIT	06/15/2023		263,404.59
CHECKS	06/16/2023		385.66
FLEX SPENDING TRANSFER	06/16/2023		1,690.91
			534,734.61
			\$ 534,734.61

APPROVED:

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

August 8, 2024  
 \_\_\_\_\_  
 Date



# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director  
Andy Joslyn, Deputy Executive Director

FROM: Jack Furney, Director, Division of Administrative Services

DATE: August 8, 2024

SUBJECT: Consideration of Resolution No. 941 Committing Fiscal Year 2023-24 Fund Balances as Required by GASB Statement No. 54

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### Recommendation

Staff recommends the Governing Board adopt Resolution No. 941 to commit fund balances from the General Fund for Fiscal Year 2023-24 as follows:

- Commit \$1,009,662 for Water Resource Investigations.
- Commit \$1,364,447 for Water Supply Development Assistance Grants.
- Commit \$881,000 for Surface Water Projects.
- Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

### Background

Beginning with the Fiscal Year 2010-2011 financial statements, the District adopted the Governmental Accounting Standards Board (GASB) Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. GASB 54 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.

Fund balances are reported under a hierarchy of five classifications:

- Non-spendable – Represents assets that are nonliquid (such as inventory) or 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 body on how it will spend its resources. These are enacted via legislation or resolution by the Board and are in place as of the end of the fiscal period. The restraints remain binding until rescinded or changed by the same method the constraints were created.
- Assigned – Designation of amounts by either the governing body 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 balance not otherwise restricted. 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. Revenues have mainly been provided from the Florida Department of Environmental Protection (DEP); Federal Emergency Management Agency (FEMA); U.S. Environmental Protection Agency (EPA); and state appropriations from the Land Acquisition Trust Fund (LATF), Ecosystem Management and Restoration Trust Fund, and Water Management Land Trust Fund (WMLTF). If there was an ending balance from these sources, the amounts would 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 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.)



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. 941

### Committing Fund Balance Reserves for Fiscal Year Ending September 30, 2024 as Required by GASB 54

**WHEREAS**, the 2023-24 fiscal year of the Northwest Florida Water Management District extends from October 1, 2023, through September 30, 2024; 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 amendment 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-Treasurer  
Panama City

JOHN 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 from the General Fund will be committed for Fiscal Year 2023-24 as follows:

- Commit \$1,009,662 for Water Resource Investigations.
- Commit \$1,364,447 for Water Supply Development Assistance Grants.
- Commit \$881,000 for Surface Water Projects.
- Commit the amount of the General Fund balance for an Economic Stabilization Fund pursuant to District policy.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August 2024, A.D.

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

**ATTEST:**

\_\_\_\_\_  
George Roberts, Chair

\_\_\_\_\_  
Nick Patronis, Secretary-Treasurer

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Paul Thorpe, Director, Division of Resource Management  
Jerrick Saquibal, Chief, Bureau of Projects & Planning

FROM: John Crowe, Program Manager, Floodplain Management & Technical Services

DATE: July 24, 2024

SUBJECT: Consideration of FEMA Cooperating Technical Partner Funding for Fiscal Year 2024-25

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**Recommendation**

Staff recommends the Governing Board authorize the Executive Director to amend the Cooperating Technical Partner (CTP) agreement with the Federal Emergency Management Agency (FEMA) to accept and authorize spending up to \$1,810,000 in new Fiscal Year 2024-25 FEMA CTP funding to develop tools to assist communities reduce flood risk, subject to budget authority and legal counsel review.

**Discussion**

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

The District has applied for grant funding for Fiscal Year 2024-25 in the amount of \$1,810,000 to continue the Risk MAP work. This will include work to continue improvements and updates to flood hazard maps in the St. Andrew/St. Joseph Bays and Apalachee Bay – St. Marks and Lower Ochlockonee watersheds. Funded activities also include program management and community outreach and mitigation strategies. Funding allocations are summarized in the table below.

The District’s match may include existing data and flood related services from the District, local and state government sources. The final scope of work for this effort is detailed in Mapping Activity Statement (MAS) 21, which will amend the District’s CTP agreement with FEMA.

**NFWFMD FEMA FY 2024-25 FUNDING ALLOCATIONS**

<b>Activity</b>	<b>County/Watershed</b>	<b>Funding Plan</b>
Risk MAP Project to Improve and Update Flood Hazard Maps	St. Andrew – St. Joseph Bays Watershed	\$1,500,000
Risk MAP Project to Improve and Update Flood Hazard Maps – Additional Tasks	Lower Ochlockonee	\$75,000
Project Management	All	\$90,000
Community Outreach and Mitigation Strategies	All	\$145,000
<b>Total Award</b>		<b>\$1,810,000</b>

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Paul Thorpe, Director, Resource Management Division  
Kathleen Coates, Deputy Director, Resource Management Division

FROM: Paul Thurman, Chief, Bureau of Water Resource Evaluation

DATE: July 22, 2024

SUBJECT: Consideration of Fiscal Year 2024-25 Contractual Services to Support Minimum Flows and Minimum Water Levels

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### **Recommendation**

Staff recommends the Governing Board authorize the Executive Director to execute contracts and task orders for up to \$1,135,000 for contractual services to support the development of minimum flows and minimum water levels in FY 2024-25, contingent upon approval of the District's FY 2024-25 budget and legal counsel review.

### **Background**

Section 373.042(1), Florida Statutes, requires water management districts to develop minimum flows and minimum water levels (MFLs). The MFL for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. The establishment of an MFL is a multi-year process, involving data collection, technical assessment, peer review, public involvement, and rule-making. While much of the work is performed in-house, the District also relies on supporting contracted services due to the large volume of work required. The District's schedule for completing MFLs and their associated technical assessments is updated annually and may be seen at <https://nwfwater.com/water-resources/minimum-flows-minimum-water-levels/>. The MFLs for Outstanding Florida Springs (Wakulla Spring, Jackson Blue Spring, and Gainer Spring Group) must be established by July 1, 2026.

### **FY 2023-2024 Accomplishments**

To support MFL development for Jackson Blue Spring, District staff and contractors continued data collection and an extensive review of available hydrologic data. Work continues on the development of a regional groundwater flow model, which may be used to assess pumpage effects on Jackson Blue Spring. Model calibration is anticipated to be completed during early FY2024-2025. In addition, the construction of a hydraulic model to assess the effects of spring flow reductions on surface water resources has been initiated and is anticipated to be completed by the end of FY 2023-2024.



To support MFL development for the Gainer, Sylvan, and Williford Spring groups located along Econfina Creek, hydrologic conditions have been analyzed to determine a representative baseline hydrologic regime. Development of a hydraulic model to assess the effects of spring flow reductions has been completed. Calibration and analysis using an instream flow model is anticipated to be completed by the end of August 2024.

To support MFL development for the Floridan aquifer in coastal Bay County, monitoring well locations have been reviewed to determine data gaps. Potential locations for additional monitoring wells have been identified and District staff are working with landowners to finalize locations and obtain access. Well drilling is anticipated to be completed during FY 2024-25.

### **Activities Planned for FY 2024-25**

Monitoring will continue for Wakulla Spring, Sally Ward Spring, and the St. Marks River Rise to ensure that established minimum flows for these springs continue to be met. District staff continue water quality monitoring of the Floridan aquifer in coastal Planning Region II.

Work planned for the Gainer, Sylvan, and Williford Spring groups during FY 2024-25 focuses on preparation of the draft and final MFL Technical Assessment, scientific peer-review, public involvement, and MFL rule-making activities. Work will also continue to develop an MFL for Jackson Blue Spring. During FY 2024-25, draft technical analyses will be completed, and scientific peer-review is planned to be initiated. For the coastal Floridan aquifer in Bay County, activities for FY 2024-25 include drilling and instrumenting new monitoring wells and initiating the development of a groundwater flow model.

The District remains on schedule to adopt minimum flows for the two remaining Outstanding Florida Springs, Jackson Blue Spring and the Gainer Spring Group, by July 1, 2026.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Danny Layfield, Director, Division of Asset Management

DATE: July 18, 2024

SUBJECT: Consideration of Fiscal Year 2024-25 Information Technology Purchases

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**Recommendation**

Staff recommends the Governing Board approve the following procurements for FY 2024-25, contingent upon approval of the District’s FY 2024-25 budget.

- Department of Management Services (DMS) competitively procured the purchase of Internet access, telephony circuits, and security services for District headquarters, field offices, and connections to other water management districts, not to exceed \$265,000.
- Sole source purchase of annual support and licensing for Munis (accounting software from Tyler Technologies), not to exceed \$205,000.
- Sole source purchase of Geographic Information Systems (GIS) ARC GIS and ARC Online licensing, training, support, and consulting from Environmental Systems Research Institute (ESRI), not to exceed \$180,000.
- Sole Source purchase of Aquarius Time-Series, Hydrometric Workstation, Server, WebPortal, Connect, Samples, Database Migration, Cloud Hosting and Support and Maintenance from Aquatic Informatics Inc., not to exceed \$150,000.
- State of Florida contract purchase of Microsoft licensing for Microsoft Server and Workstation operating systems and software, SQL Database Server, SharePoint Server, and Office 365 for Microsoft through an approved partner, not to exceed \$185,000.
- State of Florida contract purchase of D3 Air & Space Operations for IT/GIS Staff Augmentation and Cross Platform Integration Services, not to exceed \$145,000.
- State of Florida contract purchase of Cohesity Dataprotect Security Management licensing and support for cloud based data security, retention, recovery through an approved partner, not to exceed \$245,000.

## **Background**

The District's policies and procedures require all purchases over \$65,000 be approved by the Governing Board. This includes "multiple purchases with the same vendor for the same purpose or within the same scope of work, each under \$65,000." In addition to competitively procured purchases, the approval threshold is also made applicable to state-term contracts.

The Information Technology Bureau actively pursues competitive quotes from a wide range of vendors and considers possible alternative solutions. This ensures that the District continues to get the best value for the taxpayers.

The Information Technology Bureau anticipates the following purchases:

- Internet access, telephony circuits, and security services from the DMS SUNCOM Network. SUNCOM is established within DMS as the state enterprise telecommunications system. DMS competitively procures these services from multiple vendors, i.e. Harris, AT&T, CenturyLink, and Verizon to provide Internet access, telephony circuits, and security services for District headquarters, field offices, and connections to other water management districts.
- Enterprise Resource Planning/Financial software named Munis from Tyler Technologies. Munis is the District's core business software for accounting, budget, general ledger, employee self-service, project accounting, purchase orders, requisitions, and administrative reporting. This solution was initially a competitive procurement. Ongoing support, maintenance, and updates are purchased annually as a sole source through Tyler Technologies.
- GIS licensing, training and consulting from ESRI, including ARC GIS, ARC Online, ARC Collector to provide geospatial data, maps, field applications and dashboarding to District staff and the public. In addition, the District plans to maintain the level of participation in the ESRI Enterprise Advantage Program (EEAP) for maintenance and updates to meet anticipated needs at a reduced cost per unit.
- The hydrologic and water quality databases store data collected by District staff, contractors, and other agencies. Aquarius Cloud Platform hosts these databases and integrates them with the District's existing Aquarius hydrologic data applications and database for continuous data access and integration. Aquatic Informatics, the company that makes and manages the family of Aquarius hydrologic data applications, was procured via single source as they are the sole provider of Aquarius software, Aquarius Service Maintenance Agreements (SMA), Aquarius Cloud, and professional services related to these products.
- Microsoft licensing for Microsoft server and workstation operating systems and software including SQL database server, SharePoint server, and Office 365 from the lowest priced authorized re-seller.
- Staff augmentation for custom workflow scripting, database development and migration, server infrastructure and cross platform integration for on-premise applications, cloud based applications and GIS web and mobile data security.
- Cohesity licensing for Dataprotect Security Management licensing and maintenance for cloud based data security, retention, and recovery from the lowest priced authorized re-seller.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

**MEMORANDUM**

TO: Governing Board

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

FROM: Danny Layfield, Director, Division of Asset Management

DATE: July 19, 2024

SUBJECT: Consideration of Fiscal Year 2024-25 Delegation of Spending Authority for Vehicles

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**Recommendation:**

Staff recommends the Governing Board approve and provide the Executive Director with spending authority in an amount not to exceed \$690,000 for vehicle purchases through the State of Florida and/or Florida Sheriff's Association contract for eight (8) pickups and two (2) SUV's in FY 2024-25, contingent upon approval of the District's FY 2024-25 budget.

**Background:**

Each year, the District purchases vehicles as necessary. As part of that annual plan, each Division has identified vehicles for purchase. The items identified below are mission critical and will replace current vehicles that have exceeded the District's minimum replacement thresholds (either mileage/year/maintenance cost) with the exception of one pickup for the Mitigation program within the Asset Management Division (ASM), one SUV for Resource Projects and Planning within the Resource Management Division (RMD), and one SUV for Environmental Resource Permitting within the Regulatory Division (REG).

District purchases of vehicles will be made using state and alternate contract sources first, followed by the local market within the District's 16-county area, followed by areas outside the District 16-county area.

The District anticipates the following purchases for FY 2024-25:

- **State of Florida and/or Florida Sheriff's Association contract for the purchase of vehicles:** State of Florida contract purchase of two (2) SUV's and eight (8) pickups, not to exceed \$690,000. Seven of the ten vehicles are being purchased to replace aging vehicles that have met the District's minimum replacement threshold. The remaining three vehicles (two SUV's, one pickup) are new additions to the District's fleet and will reside within ASM, REG and RMD.

Type	Quantity	Division	FY Purchase	Amount
Pickup	8	ASM(3), RMD(1), REG(2), POOL(2)	FY 24-25	\$570,000
SUV	2	REG(1), RMD(1)	FY 24-25	\$120,000

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: July 18, 2024

SUBJECT: Consideration of Fiscal Year 2024-25 Contractual Services to Support the Regional Mitigation Program

---

**Recommendation:**

Staff recommends the Governing Board authorize the Executive Director to issue individual or cumulative task orders that exceed the delegated spending authority to facilitate contracted services to support the District's Regional Mitigation Program up to an amount not to exceed \$1,170,150 for Fiscal Year (FY) 2024-25, subject to approval of the Fiscal Year 2024-25 budget.

**Background:**

Since 1996 and pursuant to section 373.4137, Florida Statutes, the District has developed 35 mitigation sites, 32 of which are for Florida Department of Transportation (FDOT) mitigation, that together have provided restoration, enhancement and preservation of wetland resources and functions on more than 10,000 acres. This, in turn, has provided compensatory mitigation, as required under State and Federal law, to offset impacts incurred by the FDOT. As a result, FDOT has been able to implement more than 80 transportation-improvement projects across northwest Florida.

Priority projects for FY 2024-25 include prescribed burning, herbicide application, and mowing of shrubs at the following mitigation sites: Dutex, Perdido II, Yellow River Ranch, Lafayette Creek, Ward Creek West and the Sand Hill Lakes Mitigation Bank. Completing the Live Oak Point Living Shoreline project will continue to be a priority in addition to conducting fall vegetation monitoring on all mitigation sites.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: July 18, 2024

SUBJECT: Consideration of Three-Year Contract Renewal with Kountry Rental NWF, Inc. for Rental and Service of Portable and Compost Toilets; Central Region

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**Recommendation:**

Staff recommends the Governing Board approve the contract renewal with Kountry Rentals NWF, Inc. for rental and service of portable and compost toilets for the Central Region and authorize the Executive Director to execute a three-year amendment with Kountry Rental NWF, Inc. in the amount of \$411,600.00 for a period starting November 1, 2024, through October 31, 2027, subject to approval of the Fiscal Year 2024-2025 budget.

**Background:**

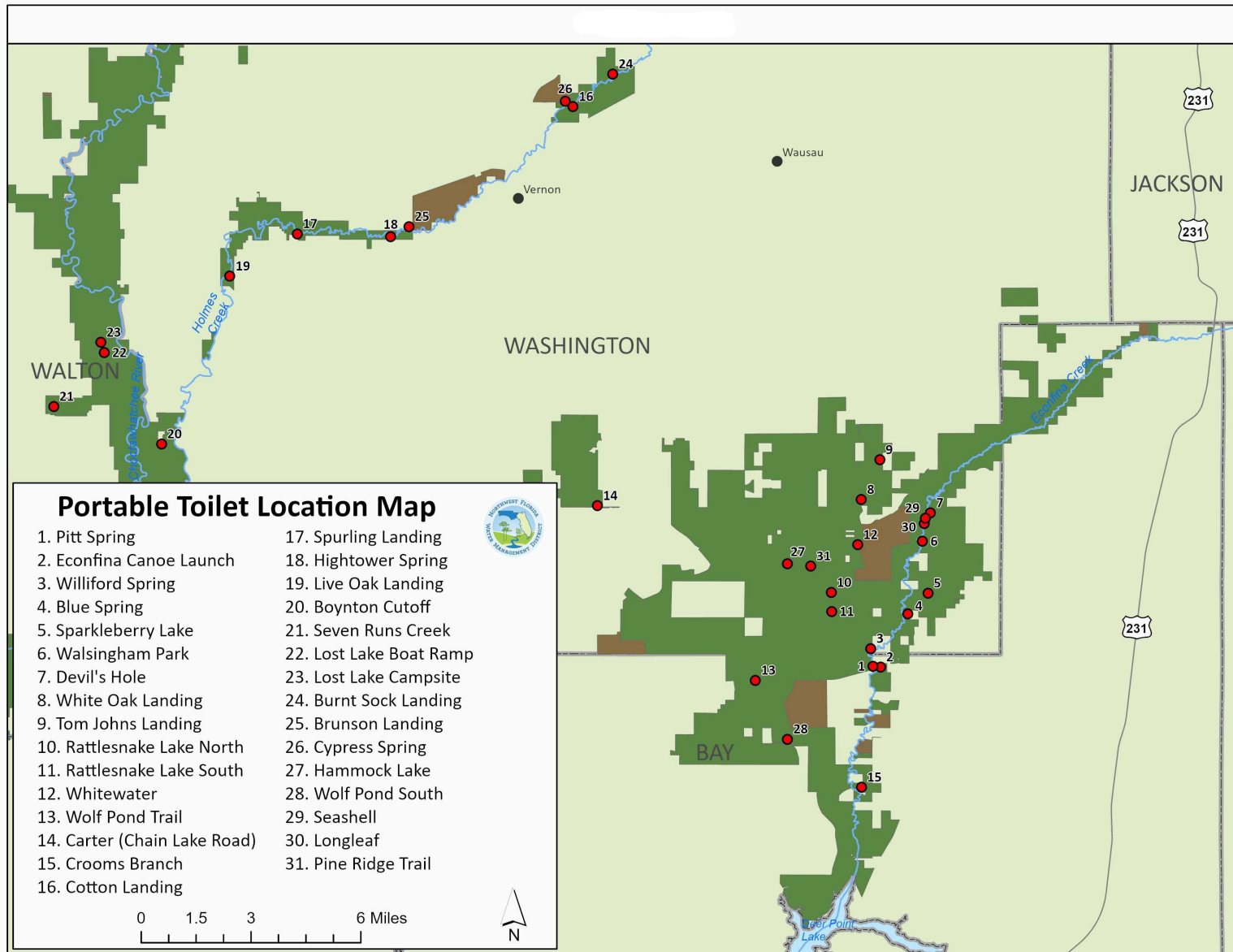
On July 19, 2021, the District issued an Invitation to Bid (ITB 21B-010) for rental and service of portable and compost toilets for the East, Central and West Regions. The East Region included three recreation sites (four portable and one compost toilet) on the Apalachicola River and Chipola River Water Management Areas (WMAs), the Central Region included 27 public recreation sites (37 portable and four compost toilets) on the Choctawhatchee River/Holmes Creek and Econfina Creek WMAs, and the West Region included 14 recreation sites (22 portable and one compost toilet) on the Escambia River and Perdido River WMAs.

On August 23, 2021, the District opened one sealed bid in response to this Invitation to Bid received from Kountry Rentals NWF, Inc. This was the only sealed bid received and prices were only submitted for the Central Region (Choctawhatchee River/Holmes Creek and Econfina Creek WMAs) in the amount of \$324,180.00 to conduct the specified services for 37 portable toilet units and service of four compost toilets from November 1, 2021, through October 31, 2024.

The ITB and Agreement provided for an option to renew for an additional three-year period, starting November 1, 2024, through October 31, 2027. Since awarding this contract to Kountry Rental NWF, Inc., several recreation sites have been added to the contract via an amendment, including Hammock Lake, Wolf Pond South, Seashell and the Longleaf recreation site. Recreation sites like Pitt/Sylvan Springs, Williford Spring, Cypress Spring and Cotton Landing have also required an additional weekly service during the summer months. Between the addition of portable toilets at several recreation sites plus additional weekly servicing at some recreation sites, all of these items contributed to a higher renewal price. Through this renewal, Kountry Rental NWF, Inc. continues to charge the same prices for the specified services at the recreation sites originally included in ITB 21B-010; however, due to the additional sites and additional services added to the contract during the last 34 months, the three-year renewal amount is higher. The three-year price for the renewal is \$411,600.00.

cb





**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: July 18, 2024

SUBJECT: Consideration of Three-Year Contract Renewal with Terry’s Home and Lawn Maintenance, Inc. for Recreation Site Cleanup and Maintenance; West Region

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**Recommendation:**

Staff recommends the Governing Board approve the contract renewal with Terry’s Home and Lawn Maintenance, Inc. for recreation site cleanup and maintenance for the West Region and authorize the Executive Director to execute a three-year amendment with Terry’s Home and Lawn Maintenance, Inc. in the amount of \$163,688.40 for a period starting October 1, 2024, through September 30, 2027, subject to approval of the Fiscal Year 2024-2025 budget.

**Background:**

On July 27, 2021, the District issued an Invitation to Bid (ITB 21B-012) for recreation site cleanup and maintenance for the West Region. The West Region includes a total of 15 public recreation sites, one historical cemetery and one field office. These sites are located in the Escambia River, Yellow River, Garcon Point, Perdido River, and Blackwater River Water Management Areas in Escambia and Santa Rosa counties. All sites are currently serviced and maintained by a single company and are located in remote areas.

On August 26, 2021, the District opened three sealed bids in response to this Invitation to Bid. Terry’s Home and Lawn Maintenance, Inc. submitted the lowest bid (\$163,688.40) to conduct the specified services from October 1, 2021, through September 30, 2024. The ITB and agreement provided for an option to renew for an additional three-year period, starting October 1, 2024, through September 30, 2027. The three-year price for the renewal is \$163,688.40, the same price as the previous three years.

Exhibit Map A



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: July 18, 2024

SUBJECT: Consideration of First Right of Refusal on the Bruce Forest Conservation Easement; Chipola River

---

**Recommendation:**

Staff recommends the Governing Board not exercise its First Right of Refusal on the Bruce Forest Conservation Easement.

**Background:**

In 2021, the District purchased a conservation easement on the Bruce Forest property located in Jackson County, Florida for \$222,275.30. This tract is 622.79 acres (see attached maps) consisting of agricultural fields along with mixed bottomland hardwood floodplain forest and pine/hardwood upland habitat associated with Dry Creek. The Conservation Easement requires Bruce Forest LLC to give the District a First Right of Refusal on the property before offering it to a third party not a lineal descendant of Grantor.

The current owner desires to sell the property to Mr. Anthony Dubose. Mr. Dubose owns 388.10 acres adjoining and east of the Bruce Forest property which is also encumbered by a District Conservation Easement. As required by the Conservation Easement, Bruce Forest LLC, through the attached Contract for Sale, is notifying the District of such and giving the District the opportunity to exercise the First Right of Refusal on the property. The purchase price for the property is \$747,600. Subject to the District's decision on exercising the First Right of Refusal, the current owner has scheduled the closing to occur on or before December 30, 2024.

The District has held this Conservation Easement for a little over three years and during this time has found that the current owner manages the property according to the provisions in the Conservation Easement. A brief summary of the prohibited uses and rights reserved to Grantor for this Conservation Easement are outlined below for your review and consideration.

## **Prohibited Uses:**

- a. Subdivide – no subdivision of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- b. Construction – no construction allowed on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- c. Construction of Roads – construct new roads, improve by hard surfacing or building up, or expand the number of lanes in existing roads except as allowed in the Rights Reserved to Grantor section of this Easement.
- d. Conversion of Wetland, Water Retention Areas and Karst Features – no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
- e. Waters, Hydrology and Drainage – no activities detrimental to drainage, flood control, water conservation erosion control, soil conservation or fish and wildlife habitat preservation.
- f. Dumping – no dumping or placement of any soil, trash, solid or liquid waste (incl. sludge and biowaste), or offensive or hazardous materials, toxic waste, etc. on the Property.
- g. Exotic Plants – plant or grow plants listed by the Florida Exotic Pest Plant Council as invasive species.
- h. Exotic Animals – no placement of any type of exotic animal or an animal that is not native to Florida without prior written permission of the District. Such requests will be considered in consultation with the FWC.
- i. Archaeological Sites – 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 – 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, sandy loam, gravel, rock, dirt, soil or other material as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- k. Cutting Timber in Wetland Areas – no cutting or removing existing timber in the wetlands of the Property and there shall be no conversion of said wetlands. Grantee shall have the complete timber rights in the wetlands as shown on Exhibit B except as stated in paragraph j. below.
- l. Improved Pasture – no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.
- m. Cattle or Other Livestock – no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement.
- n. Mowing and Mulching – no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.
- o. Pesticides, Herbicides and Fertilizers – no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration and such chemicals shall be applied by non-aerial means. The use of such chemicals shall be in compliance with the manufacturer’s label instructions and all applicable local, state and federal laws, rules, regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the

Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements and shall be in accordance with current and applicable Florida Department of Agriculture and Consumer Services (FDACS) Best Management Practices (BMP's). Activities of this kind shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.

- p. Vegetable and Agronomic Crops – no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- q. Trails – no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

### **Rights Reserved to Grantor:**

- a. Fee Title – Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.
- b. Rights not Expressly Prohibited – Grantor retains and reserves all rights to the property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.
- c. Sale or Transfer Interest – Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee. Grantor may mortgage their 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 the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.
- d. Subdivision – Grantor shall have the right to subdivide the Property into four parcels.
- e. Residential Use – Grantor shall have the right to build four residences, together with supporting buildings and amenities for each, on the Property.
- f. Construction – Grantor retains the right to construct new non-residential structures on the Property outside of the residence sites as long as the Total Impervious Surface Amount is not exceeded.
- g. Existing Structures and Facilities – Grantor reserves the right to repair and replace to existing size and its existing location the structures and associated facilities located on the Property. Additional structures must be approved in writing by Grantee prior to any construction and Total Impervious Surface Amount shall not be exceeded.
- h. Hunting – Grantor retains the right to observe, maintain, photograph, hunt, remove and harvest wildlife on the Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations and restrictions. In addition, Grantor retains the right to install portable hunting stands on the Property.
- i. Hunting Lease – Grantor retains the right to lease all or part of the Property for hunting as long as the Property is maintained in a manner consistent with the Easement. Lessee must agree to be bound by the terms of the easement and reference such in the lease.
- j. Forestry Operations in Upland Areas of Property – Forestry management and operations are permitted but shall only be conducted on the upland portion of the Property. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow. 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. Pesticides and herbicides used in forestry practices shall 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, Grantor, with the approval of the Grantee's Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, Grantor shall restore and reforest the area at Grantor's expense and Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed.

- k. Road, Ditches, Improvements – Grantor retains the right to repair and maintain existing roads, repair bridges, culverts and drainage structures or other structures on the Property so long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage is not exceeded.
- l. Fencing – Grantor retains the right to repair existing fence and install fencing on the Property. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction. Grantee will approve any reasonable request.
- m. Signs – Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.
- n. Access – Grantor retains the right to control access, including fences and gates, to the Property. Grantor will furnish Grantee 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.
- o. Wildlife Food Plots – Grantor retains the right to develop a maximum total of 20 acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 3.S. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.
- p. Quiet Use and Enjoyment – Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.
- q. Prescribed Burning – Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.
- r. Trails – Grantor retains the right to maintain existing trails in the upland portion of the Property. In addition, Grantor retains the right to build new trails in the upland portion of the Property.
- s. Livestock and Native Game – Grantor may engage in the raising of livestock and native game on the Property in accordance with current Florida Department of Agriculture and Consumer Services Best Management Practices and in accordance with the following:
  1. Implement a nutrient management plan that includes use of the Institute of Food and Agricultural Science's (IFAS) low nitrogen fertilization recommendations for pastures and food plots. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

2. Enroll in the FDACS BMP program for all applicable operations. Follow the most current version(s) of the BMP manuals.
  3. Maintain a stocking rate not to exceed one livestock per ten acres or four game animals per acre. Livestock production is limited to 71.9 acres.
- t. Mowing and Mulching – Grantor may engage in mowing and mulching activities in the upland portion of the Property.
  - u. Improved Pasture – Grantor may convert up to 23.07% of the total acreage of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.
  - v. Approvals – the Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

Due to the isolated nature of the property from other fee simple owned District land, District staff is recommending the Governing Board not exercise its First Right of Refusal on this tract. The Conservation Easement is achieving the natural resource protection needed for this property.

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Attachment(s)



## CONTRACT OF SALE

This Contract of Sale ("Contract") is made and entered into by and between BRUCE FOREST LLC., an Indiana Limited Liability Company (hereinafter referred to as "SELLER"), and Anthony Dubose, ("BUYER").

**1. Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing approximately 623 acres, more or less, located in Jackson County, Florida, and being more particularly described in Exhibit "A" attached hereto and made a part hereof ("Real Property").

**2. Purchase Price and Payment.**

(a) The total purchase price for the Real Property shall be sum of Seven Hundred forty seven thousand six hundred and No/100 Dollars (\$747,600.00) ("Purchase Price"). The Purchase Price shall be paid in the form of a Promissory Note, together with:

(b) Concurrent with execution of this Contract, Buyer shall deposit \$1,000 as an Earnest Money Deposit to be credited towards closing costs at Closing;

(c) This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.

**3. Disclaimer; Waiver.**

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to BUYER by SELLER, or their agents or representatives (collectively the "SELLER PARTIES") are provided as information only. SELLER PARTIES have not made, do not make, and have not authorized anyone else to make any representation as to: (i) the existence or non-existence of access to or from the Real Property or any portion thereof; (ii) the number of acres in the Real Property; (iii) the volume, type, condition or quality of timber on the Real Property or logging conditions or feasibility; (iv) the location of the Real Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any portion of the Real Property as "wetlands"; (v) the volume, type, condition or quality of minerals on the Real Property; (vi) the availability of railroad, water, sewer, electrical, gas or other utility services; (vii) the environmental conditions or requirements of the Real Property; (viii) the stability of soils; (ix) the condition of any building structure or improvements on the Real Property; or (x) the suitability of the Real Property for any purpose.

**SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE REAL PROPERTY, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE PROPERTY'S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE REAL PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.**

(b) BUYER expressly acknowledges that: (i) SELLER PARTIES have not made any representations or warranties whatsoever concerning the Real Property or any matters pertaining to the Real Property; and (ii) in entering into this Contract, BUYER is not relying on any such representations or warranties.

(c) BUYER has examined and inspected or shall fully examine and inspect the Real Property and become thoroughly familiar with the title, condition, status and suitability of the Real Property. Unless BUYER terminates this Contract by reason of any right to do so under this Contract, BUYER is willing to and BUYER shall purchase the Real Property and SELLER shall sell the Real Property "**AS IS, WHERE IS, with all faults**" at the Closing.

(d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

#### **4. Review Period.**

(a) BUYER, its agents and representatives, shall have the right, from the date hereof until closing, to go on the Real Property at reasonable times to make engineering, soil report and other inspections and feasibility studies, provided that BUYER shall not conduct a Phase II Environmental Assessment on the Real Property without SELLER's prior written consent.

(b) For a period of one hundred twenty (120) days from the Date of this Contract (the "Buyer's Review Period"), BUYER may elect to either purchase or not purchase the Real Property. In the event that prior to the expiration of the Buyer's Review Period BUYER notifies SELLER in writing of its election to not purchase the Real Property, then BUYER shall furnish SELLER with all reports and studies conducted by or for BUYER, SELLER shall refund the Earnest Money to BUYER, and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract.

(c) In the event that BUYER does not give notice to SELLER in accordance with the provisions hereof of BUYER's election to terminate this Contract, then BUYER shall be deemed to have waived such right and this Contract shall continue in full force and effect.

**5. Closing.** The consummation of the purchase and sale transaction contemplated herein (the "Closing") shall take place at a mutually agreeable place at or before 10:00 a.m. (local time) December 30<sup>th</sup>, 2024 (the "Closing Date").

**6. Deed of Conveyance.** At the Closing, SELLER shall deliver a Special (Limited) Warranty Deed conveying to BUYER title to the Real Property, containing the disclaimer and release provisions contained in paragraph 3, and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; the conveyance and the foregoing warranty being subject to the following (collectively, the "Permitted Exceptions" to said warranty):

(a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;

(b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Real Property;



(c) any rights of the United States of America, the State in which the Real Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Real Property, including, without limitation, riparian rights and navigational servitudes;

(d) title to that portion of the Real Property, if any, lying below the mean high water mark of abutting tidal waters;

(e) all easements, rights-of-way, licenses and other such similar encumbrances of record;

(f) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(g) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Real Property;

(h) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;

(i) any loss or claim due to lack of access to any portion of the Real Property; and

(j) any loss or claim due to any indefiniteness or uncertainty in the legal description of the Real Property.

(k) Conservation Easement recorded as Instrument # 202132005503, Book 1695, Page 617 in the official records of Jackson County, Florida. (the "Conservation Easement").

**7. Title Search.** BUYER shall bear the expense of searching title and the full cost of any title insurance premiums including extended coverage or endorsements, if any. BUYER shall have forty-five days (45) from the Date of this Contract in which to search title to the Real Property and in which to furnish SELLER with a written statement of any title objections other than the Permitted Exceptions. If SELLER is unable or unwilling to cure the objections, this Contract shall be null and void and any Earnest Money paid shall be refunded to BUYER and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract, or BUYER may waive such defects and proceed to the Closing without a reduction in the Purchase Price.

**8. Prorations and Expenses.** All real estate ad valorem taxes for the calendar year of closing shall be prorated as of the Closing Date, and BUYER's pro rata share of taxes shall be paid to SELLER at the Closing. SELLER shall pay for any state property transfer taxes and will prepare the Deed. BUYER shall pay all costs of recording. BUYER shall pay when due (and indemnify and hold SELLER harmless from) all taxes, assessments and penalties (including any which may be attributable or allocable to periods prior to the Closing) resulting from any change made or caused by BUYER in the use or classification of the Real Property after the Closing.

**9. Hunting Lease.** Hunting leases (if any) covering the Real Property will automatically terminate at Closing, provided that the lessee of any such hunting lease will have thirty days (30) following Closing to remove deer stands and other hunt club equipment from the Real Property.

**10. Casualty Loss.** If, prior to the Closing, the value of the Real Property is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, BUYER shall have the right to terminate this Contract by giving written notice to SELLER in which case the Earnest Money shall be refunded to BUYER and, except as expressly provided to the contrary in this Contract, SELLER and BUYER shall have no further rights, duties, obligations or liabilities under this Contract.

**11. Real Estate Commission.** No Brokers.

**12. Default.** In the event of default by SELLER in its obligations hereunder, BUYER shall be released from all obligations or liabilities hereunder, Seller shall return the Earnest Money to BUYER, and SELLER shall pay BUYER's actual out-of-pocket expenses associated with this transaction up to the lesser of \$2,000 or 1 % of the Purchase Price. In the event of default by BUYER, BUYER shall furnish SELLER with all reports and studies relating to the Real Property conducted by or for BUYER, and BUYER agrees that Seller shall deliver the Earnest Money to SELLER as liquidated damages as SELLER's sole remedy. BUYER and SELLER agree that the Earnest Money is a reasonable amount for liquidated damages sustained by SELLER upon default by BUYER because of the uncertainty in ascertaining actual damages. In no event shall SELLER be liable to BUYER for any consequential, incidental, indirect or special damages arising out of this Contract or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

**13. Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by messenger service, overnight courier service or telecopy (facsimile) transmission, or three (3) days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following address or telecopy/facsimile numbers:

**If to SELLER:** Bruce Forest LLC  
2593 W. Fountain Drive, Suite #2  
Bloomington, IN 47404  
Attn: Warren Cutshall  
Cell: (812) 219-7610

**If to BUYER: Anthony Dubose**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Actions of SELLER.** SELLER agrees and covenants that upon and following the execution of this Contract and until Closing of the purchase contemplated herein, SELLER shall not, without the prior written consent of BUYER, except in the case of any timber reserved by SELLER, cut timber, convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Real Property, or in any way encumber the Real Property in a manner inconsistent with the rights and interests to be acquired by BUYER.

**15. Subdivision.** N/A

**16. Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Contract, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit.

**17. Invalidity.** In the event any portion of this Contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless



the court's ruling includes a determination that the principal purpose and intent of this Contract are thereby defeated.

**18. Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

**19. Legal Relationships.** The parties to this Contract execute the same solely as a SELLER and a BUYER. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Contract.

**20. Assignment; Successors.** BUYER shall have the right to assign its rights under this Contract, in whole or in part, provided that Buyer shall give SELLER written notice of the assignment at least ten (2) days prior to Closing. The notice shall specify the name, address, and phone number of the assignee(s). If the assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions. If BUYER makes an assignment of this Contract, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

**21. Time.** Time is of the essence of this Contract and whenever a date or time is set forth in this Contract, the same has been entered into and formed a part of the consideration for this Contract.

**22. Possession.** Possession of the Real Property shall be granted to BUYER at the Closing.

**23. Cooperation.** Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Contract.

**24. Interpretation.** Both parties have reviewed this Contract and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.

**25. Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Contract.

**26. Organization and Authority.** SELLER and BUYER represent and warrant to the other that (i) each has the full right, power and authority to execute this Contract and perform their respective obligations under this Contract, and (ii) the execution and delivery of this Contract has been duly authorized, and no further action or approval is required to cause this Contract to be valid, binding and enforceable against the respective party in accordance with its terms.

**27. Survival.** The covenants, agreements, indemnities, representations and warranties contained in this Contract shall survive the Closing and delivery and recording of the limited warranty deed or the termination for any reason of this Contract.

**28. Use of Name.** N/A

**29. Complete Agreement.** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions, or deletions hereto must be in writing and signed by all parties.

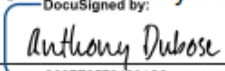
**30. Offer and Acceptance.** This instrument shall be regarded as an offer by SELLER which shall remain open for acceptance by BUYER and subject to review and approval. Upon acceptance of this Offer by BUYER, the resulting agreement shall be binding upon the parties. As used herein, the phrase "Date of this Contract" shall mean and refer to the last date on which this Contract is executed by both BUYER and SELLER, as indicated by the date entered under each signature. If this Offer is not accepted by BUYER within two (2) days of BUYER's receipt thereof, this Offer shall cease and be null and void.

**31. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

**32. Right of First Refusal.** The Northwest Florida Water Management District ("NFWFMD") holds a Right of First Refusal which is contained in Article 19 of the Conservation Easement. Such Right provides a 90 day period in which NFWFMD may match Buyer's terms. Buyer acknowledges such right of NFWFMD.

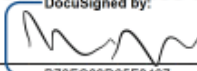
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year indicated next to their signatures.

**BUYER:** Anthony Dubose

DocuSigned by:  
  
C087E95731284C8...

Executed On: 7/12/2024

**SELLER:** Bruce Forest LLC

DocuSigned by:  
  
B73FC89D65F8407...

Executed On: 7/11/2024

Exhibit A: The Property:

**Dry Creek Tract: Approx 622.79 acres**

**EXHIBIT "A"**

(legal description)

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

Township 3 North, Range 10 West:

**Section 5:**

All of Section 5, LESS Northeast Quarter of Northeast Quarter, and LESS that portion lying South of State Road 278, and LESS that portion of the Northwest Quarter lying North of Dry Creek, and Less that portion of the West Half of Northeast Quarter lying North of Dry Creek and Less that portion of the Southeast Quarter of the Northeast Quarter of Section 5, Township 3 North, Range 10 West, lying North of Dry Creek and Less and Except the following:

A 60 foot wide strip of land located on the East side of the Southeast Quarter of Section 5, Township 3 North, Range 10 West, Jackson County, Florida, beginning at Highway 278 (Laramore Road) and ending 60 feet North of the Northwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 4, Township 3 North, Range 10 West Jackson County, Florida and being more particularly described as follows:

Commence at a 5/8 rebar and cap (LB 5106) marking the Southeast Corner of Section 5, Township 3 North, Range 10 West, Jackson County, Florida; thence N00°58'57"E along the East line of said Section, a distance of 393.20 feet to a 1/2" rebar and cap (LB 7476) on the North R/W line of Laramore Road, said rebar being the Point of Beginning, said Point of Beginning being on a curve concave Northwesterly and having a radius of 4533.75 feet; thence Southwesterly along said R/W line and the arc of a curve, through a central angle of 0°49'51" an arc distance of 65.73 feet (chord of said curve being S65°52'42" W, 65.73 feet) to a 1/2" rebar and cap (LB 7476) thence leaving said R/W line N00°58'57"E, a distance of 1018.16 feet to a 1/2" rebar and cap (LB 7476); thence S89°01'03"E a distance of 60.00 feet to a 1/2" rebar and cap (LB 7476) on the aforesaid East line of Section 5; thence S00°58'57"W, along said East line, a distance of 60.00 feet to a 1/2" rebar and cap (LB 7476) marking the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 4; thence continue S00°58'57" W along said East line of Section 5, a distance of 931.32 feet to the Point of Beginning.

**Section 6:**

South Half of Southeast Quarter; North Half of Southeast Quarter of Southwest Quarter.

And

The West Half of the Southwest Quarter of Section 6, Township 3 North, Range 10 West, Jackson County, Florida, being more particularly described as follows:

Begin at a 4" square concrete monument (MHCO) marking the Southwest Corner of Section 6, Township 3 North, Range 10 West, Jackson County, Florida; thence N01°05'48"E, along the West line of the Southwest Quarter of said Section, a distance of 2611.83 feet to a 4" square concrete monument (PSM 3214) marking the Northwest Corner of the West Half of the



Southwest Quarter of said Section; thence S88°38'45"E, a distance of 1345.67 feet to a 4" square concrete monument (PSM 3214) marking the Northeast Corner of said West Half of the Southwest Quarter; thence S01°20'43"W, a distance of 2629.12 feet to a ½" iron rod and cap (PSM 6525) marking the Southeast Corner of said West Half of the Southwest Quarter; thence N87°54'10"W, along the South line of said Southwest Quarter, a distance of 1334.45 feet to the Point of Beginning.

**Section 7:**

Northwest ¼ of Northwest ¼, Less the Southwest ¼ of the Northwest ¼ of Northwest ¼ Section 7, Township 3 North, Range 10 West, Jackson County, Florida.

Together with a perpetual Non-Exclusive Unrestrictive Easements for the purpose of Ingress, Egress and Public Utilities over, under and across the following:

The West 30 feet of the Northwest ¼ of the Southeast ¼, lying North of County Road No. 278 (also known as Laramore Road), all in Section 7, Township 3 North, Range 10 West, Jackson County, Florida.

And

The South 30 feet of the Northeast ¼ of the Northwest ¼ of Section 7, Township 3 North, Range 10 West, Jackson County, Florida.

Subject to a perpetual, Non-Exclusive Unrestricted Easements for the purpose of Ingress, Egress and Public Utilities over, under and across the following:

The West 30 feet of the South 1,370 feet of the Northeast ¼ of Section 7, Township 3 North, Range 10 West, Jackson County, Florida.

And

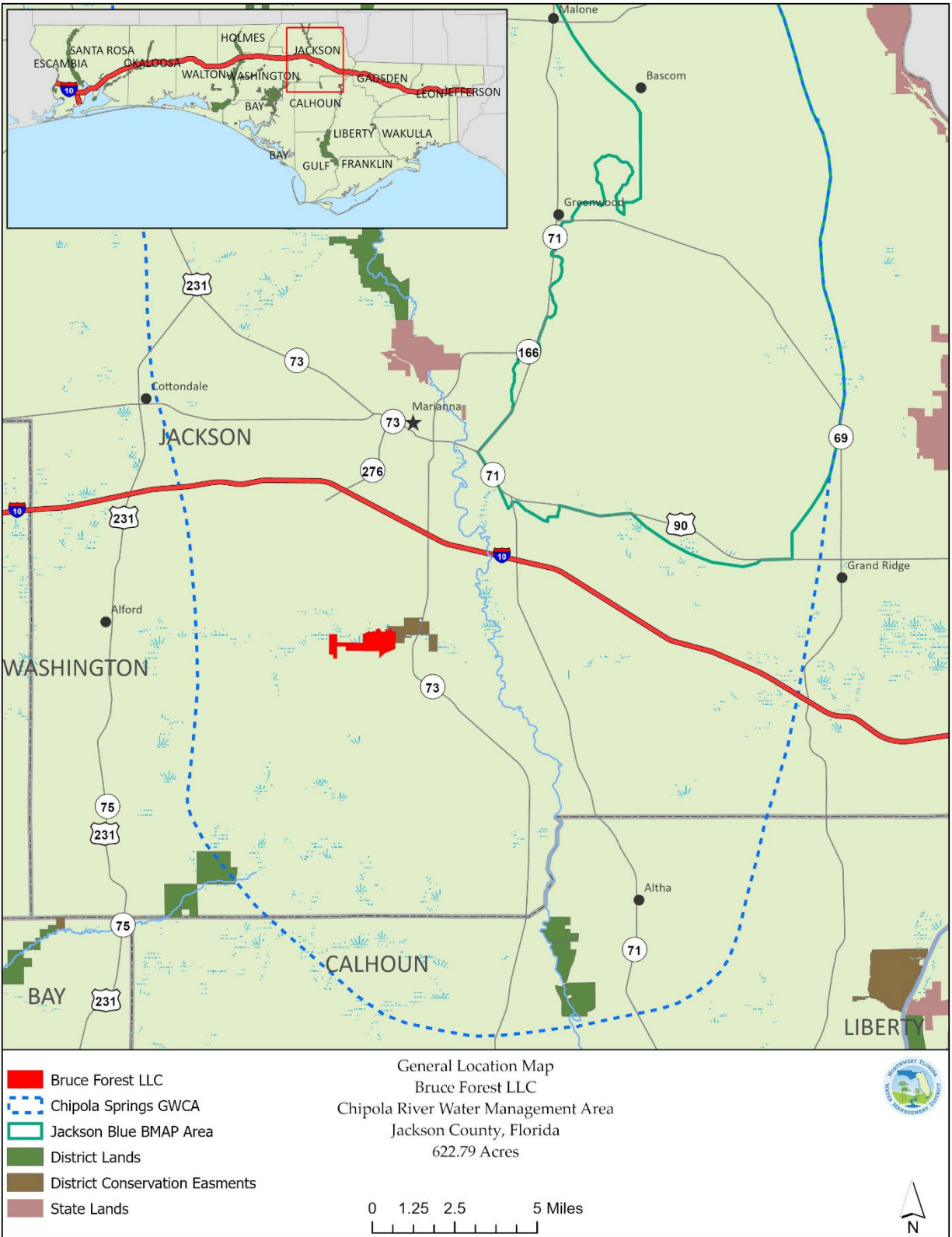
Commence at an existing round concrete monument marking the Southwest Corner of the NE ¼ of Section 7, Township 3 North, Range 10 West of Jackson County, Florida; thence run S89°56'22" E along the South line of said NE ¼, a distance of 1348.59 feet to a set iron rod (PSM 6111) and call this the Point of Beginning; thence continue S 89°56'22"E along said South line of NE ¼ a distance of 31.96 feet to set iron rod (PSM No. 6111); thence departing said South line on a bearing of N20°01'37"W, 276.38 feet to a set iron rod (PSM No. 6111) marking a point on the Southerly right of way line of County Road No. 278 (also known as Laramore Road-100' wide right of way); thence S69°58'23"W along said right of way line, 30.0 feet to a set iron rod (PSM No. 6111); thence departing said right of way line on a bearing of S20°01'37"E, 265.41 feet to the Point of Beginning.

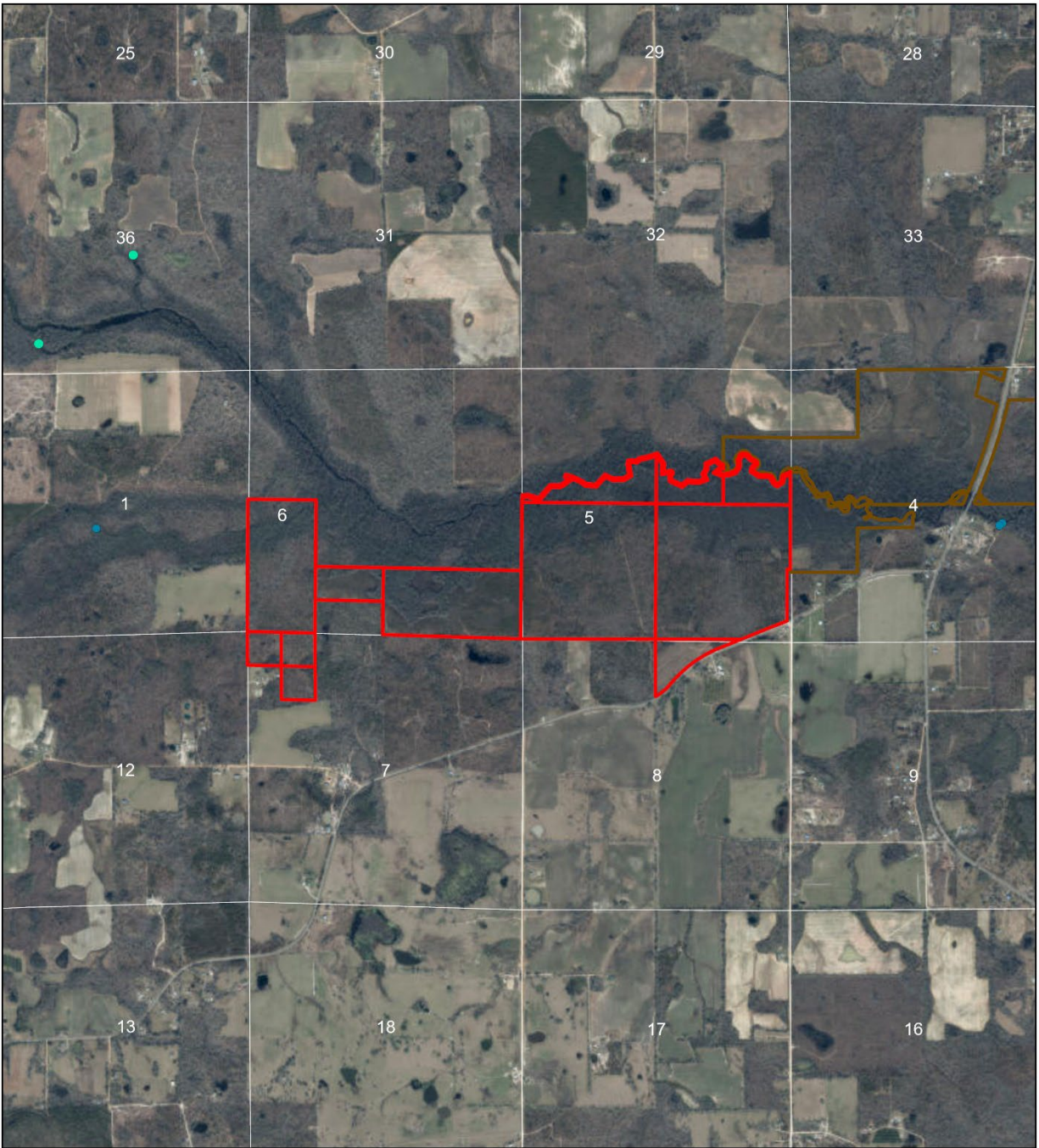
**Section 8:**

North ½ of Northeast Quarter, lying North of public graded road (State Road 278).

Less and Except: that portion, if any of the above described lands which constitute submerged sovereign waters

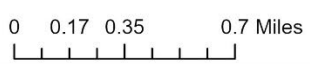






- ▭ Bruce Forest LLC
  - ▭ NFWFMD Owned Lands
  - ▭ NFWFMD Conservation Easements
- Spring Magnitude**
- 1st
  - 2nd
  - All Other Springs

**Bruce Forest LLC**  
 Chipola River Water Management Area  
 Sections 5, 6, 7, 8, Township 3 North, Range 10 West  
 Jackson County, Florida  
 622.79 Acres



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: July 24, 2024

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of the Welch Parcel; Yellow River WMA

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**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 Welch Parcel in Okaloosa 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, approval of the Agreement by legal counsel, contingent upon approval of the FY 2024-25 budget and availability of funds.

**Background:**

Staff obtained one appraisal and review appraisal for the fee simple purchase of the Welch 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 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 27.66 acres +/- in Okaloosa County located west of the Yellow River as shown on the attached maps from Mr. Calvin Welch. Acquisition of this parcel will eliminate an inholding in District ownership along the Yellow River, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of the 27.66 acres +/- is \$50,880. The purchase price does not include closing costs.

The purchase of this parcel will be funded with District land acquisition funds. Adequate funding will be budgeted in the FY 2024-25 budget for this acquisition, contingent upon approval of the FY 2024-25 budget.

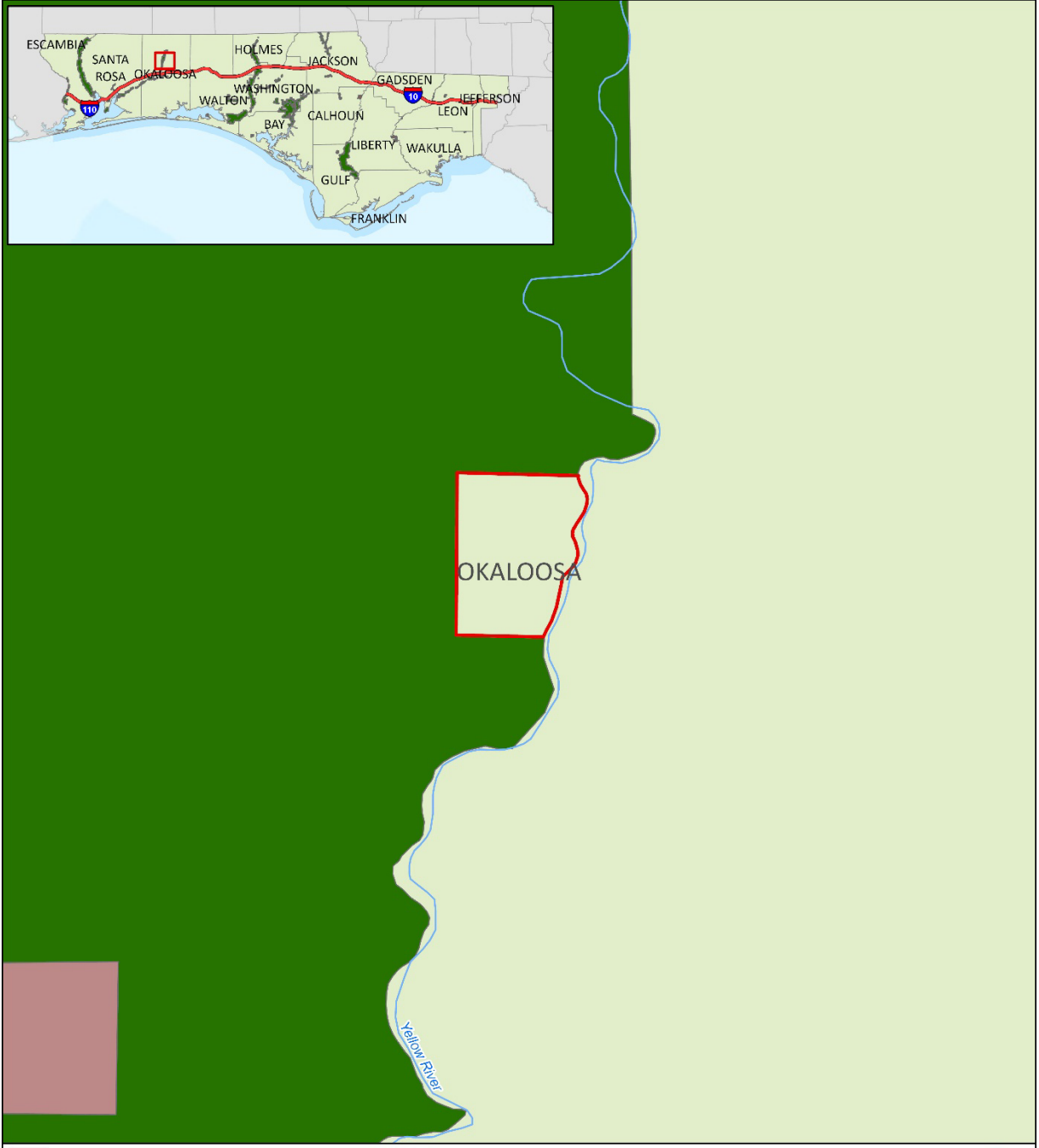
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$3,547.


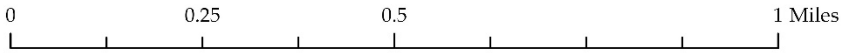

Boundary Map/Acreage Certification. The District will have a boundary map/acreage certification prepared on this parcel. In addition, the surveyor will determine the ordinary high-water line, not to exceed \$8,150.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$3,500.

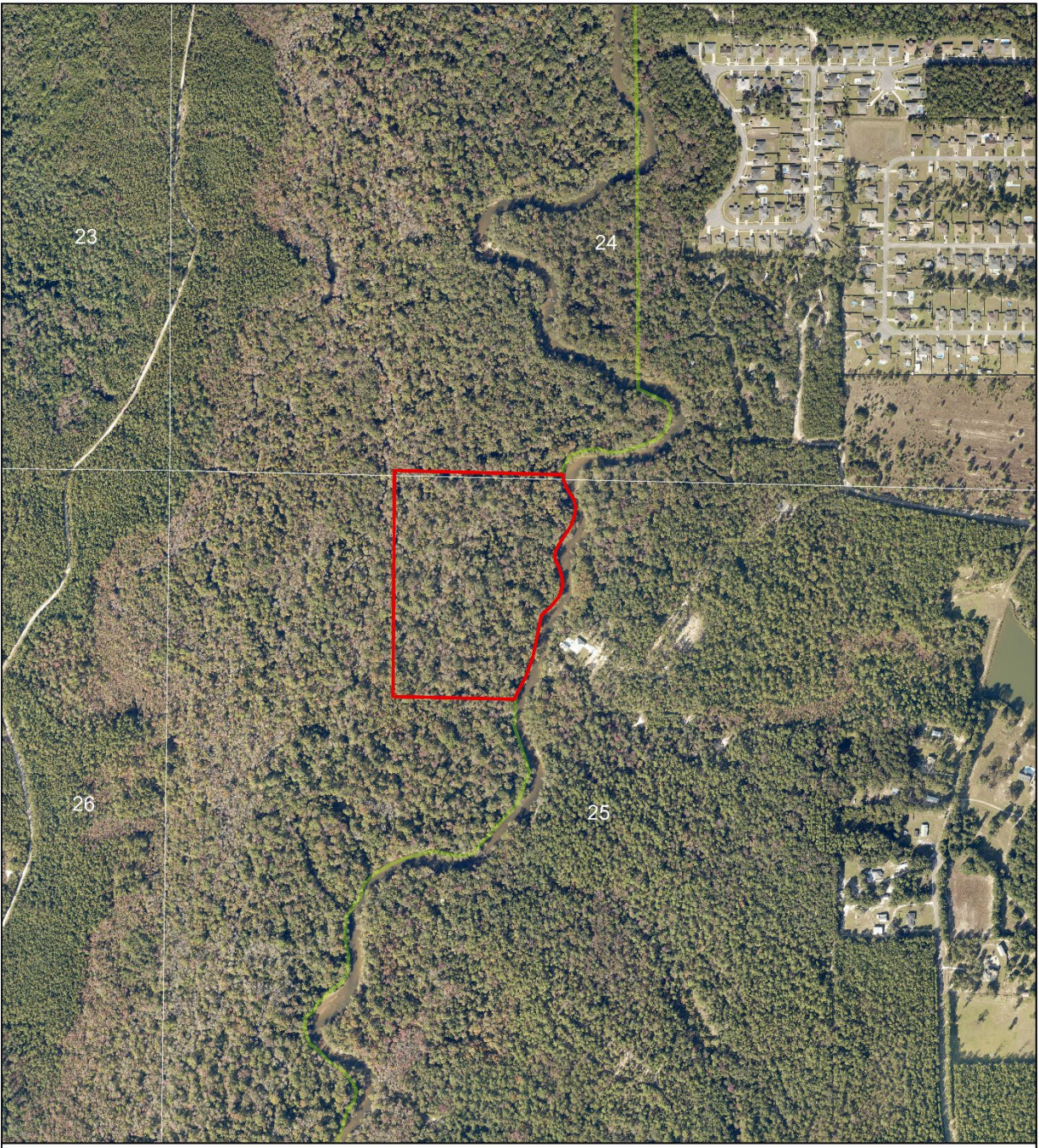
Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$442.68 and recording fees estimated at \$27.00. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb



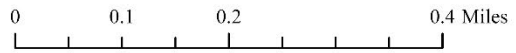
<ul style="list-style-type: none"> <li><span style="border: 1px solid red; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> Welch Property</li> <li><span style="display: inline-block; width: 20px; height: 10px; background-color: #388e3c; margin-right: 5px;"></span> District Lands</li> <li><span style="display: inline-block; width: 20px; height: 10px; background-color: #8b4513; margin-right: 5px;"></span> District Conservation Easements</li> <li><span style="display: inline-block; width: 20px; height: 10px; background-color: #c0392b; margin-right: 5px;"></span> State Lands</li> </ul>	<p>General Location Map          Welch Property          Yellow River Water Management Area          Section 25, Township 4 North, Range 24 West          Okaloosa County, Florida          27.66 Acres</p>	
<p>0                      0.25                      0.5                      1 Miles</p> 		





- Welch Property
- District Lands
- District Conservation Easements
- State Lands

Welch Property  
 Yellow River Water Management Area  
 Section 25, Township 4 North, Range 24 West  
 Okaloosa County, Florida  
 27.66 Acres





## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **CALVIN E. WELCH**, whose mailing address is 6195 Riverloop Drive, Crestview, FL 32536, 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 Okaloosa 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 Eight Hundred Eighty and 00/100 Dollars (\$50,880.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,839.4793 per acre ("Acre Price") for an estimated 27.66 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 survey 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 survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 27.66 acres or less than 27.66 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,839.4793 by the acreage shown on the survey; 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 survey) 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 \$1,839.4793, 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. In addition, the ordinary high-water line shall be delineated on the boundary map/acreage certification. 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 and delineation of the ordinary high-water line 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 November 30, 2024, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2<sup>nd</sup> Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than November 30, 2024. The closing date may be extended by notice from Purchaser for objections to title, survey, 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 Collector 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 February 14, 2024, 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, 2024. Since February 14, 2024, 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: Calvin E. Welch  
6195 Riverloop Drive  
Crestview, FL 32536

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 Calvin E. Welch. 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 Northwest Florida Water Management District;
- (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 August 8, 2024.

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: \_\_\_\_\_  
**Calvin E. Welch**

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

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

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

**EXHIBIT A**

(Legal Description)

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

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 25, TOWNSHIP 4 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, LYING WEST OF YELLOW RIVER.

**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 \_\_\_\_\_, 2024 by and between **CALVIN E. WELCH and KOURTNEY LYNN WELCH, husband and wife** (the “Grantors”), whose address is: 6195 Riverloop Drive, Crestview, FL 32536, 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 Grantors, 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 Okaloosa County, Florida (the “Property”):

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 25, TOWNSHIP 4 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, LYING WEST OF YELLOW RIVER.

Parcel ID No.: 25-4N-24-0000-0006-00A0

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 Grantors fully warrant 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 2024 and subsequent years.

The Property is NOT the homestead of the Grantors.

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

Signed, sealed, and delivered  
in the presence of the following  
witnesses:

GRANTORS:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Calvin E. Welch

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Kourtney Lynn Welch

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Calvin E. Welch. 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): \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by Kourtney Lynn Welch. 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 Calvin E. Welch, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

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

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 25, TOWNSHIP 4 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, LYING WEST OF YELLOW RIVER

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 2024, 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, 2024. Since February 14, 2024, 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:

Calvin E. Welch: \_\_\_\_\_



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 PAGE}

By: \_\_\_\_\_  
Calvin E. Welch

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Calvin E. Welch.

\_\_\_\_ 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  
Andrew Joslyn, Deputy Executive Director  
Caitlin Brongel, Chief of Staff  
Danny Layfield, Director, Division of Asset Management

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

DATE: July 29, 2024

SUBJECT: Consideration of Invitation to Bid 24B-004 for 2024 Highway 2 Timber Thinning Sale

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**Recommendation**

Staff recommends the Governing Board award the 2024 Highway 2 Timber Thinning Sale to Spanish Trail Lumber at the bid prices contained in Table 2 and authorize the Executive Director to execute an agreement with Spanish Trail Lumber to facilitate this timber harvest.

**Background**

On June 27, 2024, the District issued Invitation to Bid (ITB) 24B-004 for the 2024 Highway 2 Timber Thinning Sale. The ITB was posted on the State of Florida’s Vendor Information Portal, DemandStar and the District website. Email notices were also sent to all known timber companies that previously expressed an interest in District timber sales.

This timber sale includes an estimated 3,702 tons of slash and loblolly pine pulpwood, 4,613 tons of pine chip-n-saw, and five tons of pine sawtimber product within five timber sale units on 227.2 acres in Holmes County within the Choctawhatchee River Water Management Area. The planned timeframe is for the harvest to be completed by June 30, 2025. The timber sale units are described below in Table 1 and delineated on the attached general location and exhibit maps.

On July 24, 2024, at 2:00 p.m. ET, the District received three sealed bids for the purchase of the timber. The bids are contained in Table 2 below. The highest bid received was from Spanish Trail Lumber in the amount of \$165,662.85.

**Table 1 – Timber Stand List for 2024 Highway 2 Timber Thinning Sale**

<b>Timber Sale Unit</b>	<b>NFWMD Stand Numbers</b>	<b>County</b>	<b>Section; Township; Range</b>	<b>Acres</b>
1	101003	Holmes	S9; T6N; R16W	3.9
2	101008	Holmes	S9; T6N; R16W	7.4
3	101012	Holmes	S9; T6N; R16W	110
4	101014	Holmes	S9/10; T6N; R16W	94.4
5	101020	Holmes	S9; T6N; R16W	11.5
<b>TOTAL</b>				<b>227.2</b>

**Table 2 – Bids Received for 2024 Highway 2 Timber Thinning Sale**

<b>Bidder</b>	<b>Bids Received – Bid Price Per Ton</b>			
	<b>Pine Pulpwood</b>	<b>Pine Chip-N-Saw</b>	<b>Pine Sawtimber</b>	<b>Estimated Sale Value based on Estimated Volumes</b>
<b>Spanish Trail Lumber</b>	<b>\$10.50</b>	<b>\$27.45</b>	<b>\$33.00</b>	<b>\$165,662.85</b>
Whitfield Timber Co.	\$9.53	\$28.15	\$31.15	\$165,291.76
North Florida Woodlands, Inc	\$6.50	\$27.00	\$31.00	\$148,769.00

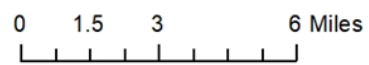
BF/

# Exhibit Map A



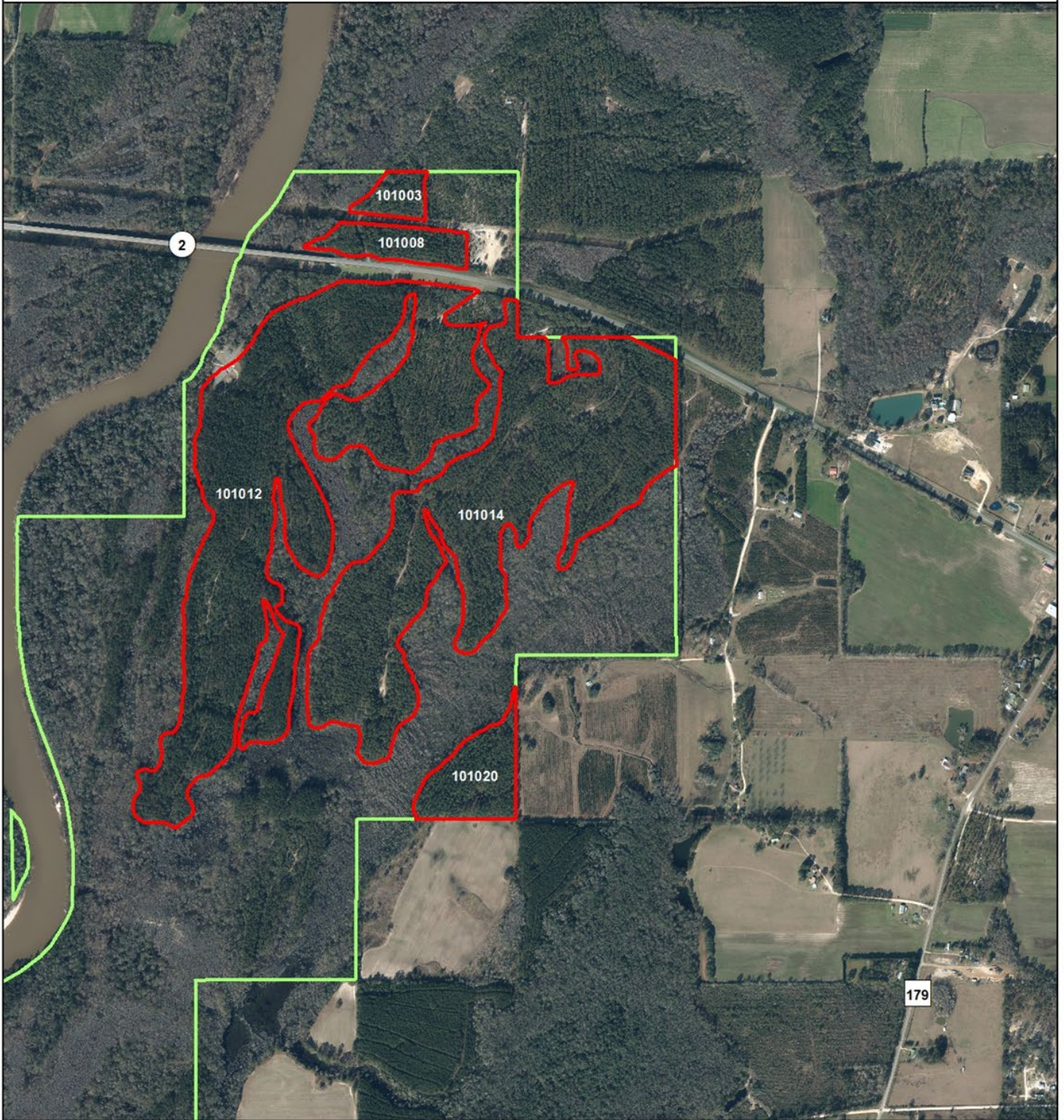
- Harvest Area
- District Lands
- District Conservation Easements

General Location Map  
 2024 Hwy 2 Timber Sale  
 Choctawhatchee River Water Management Area  
 Holmes County, Florida  
 227.2 Acres



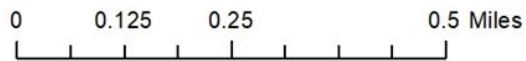


# Exhibit Map 1



-  Harvest Area
-  District Lands

2024 Highway 2 Timber Sale  
Choctaw hatchee River Water Management Area  
Holmes County, Florida  
227.2 Acres



**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**MEMORANDUM**

TO: Governing Board

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

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

DATE: July 24, 2024

SUBJECT: Consideration of Invitation to Bid 24B-005 for Pitt and Williford Springs Boardwalk Replacement

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**Background**

On June 27, 2024, the District issued Invitation to Bid (ITB) 24B-005 for the Pitt and Williford Springs Boardwalk Replacement. The ITB is posted on the State of Florida's Vendor Information Portal, DemandStar, and the District website and was also advertised through local newspaper circulation in Bay and Washington counties. Email notices were also sent to all known contractors that previously expressed an interest in District construction projects.

The Pitt and Williford Springs Boardwalk Replacement ITB was issued for the removal and replacement of approximately 700 linear feet of damaged boardwalk sections within the Pitt and Williford Springs Recreation Areas. These boardwalks were heavily damaged during Hurricane Michael and subsequently damaged from prolonged flooding events within the Econfina Creek Water Management Area.

A mandatory pre-bid meeting was held on Wednesday, July 10, 2024. Sealed bids for ITB 24B-005 are due by 2:00 P.M. ET on August 5, 2024. District staff will prepare a supplement for your consideration at the August 8, 2024, Governing Board meeting once the bids have been received.

BF/

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## MEMORANDUM

TO: Governing Board

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

FROM: Benjamin Faure, Bureau Chief, Land Management Operations

DATE: July 29, 2024

SUBJECT: Consideration of ITB 24B-006 for FY 2024-25 District Road Repair Services

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### Recommendation

Staff recommends the Governing Board award up to \$843,047.50 in District Road Repair Services to vendors deemed responsive to ITB 24B-006 and authorize the Executive Director to enter into agreements with contractors submitting the lowest bid per road, subject to Fiscal Year 2024-25 final budget approval and legal counsel review.

### Background

On July 1, 2024, the District issued Invitation to Bid (ITB) 24B-006 to conduct District Road Repair Services on 11 District-owned roads and trails totaling approximately 13.5 miles in Bay, Jackson, and Washington counties. The ITB was posted on the My Florida Market Place Vendor Information Portal, DemandStar, the District website, and the Florida Administrative Register. Notices were also sent to companies who had previously expressed an interest in District Road Repairs.

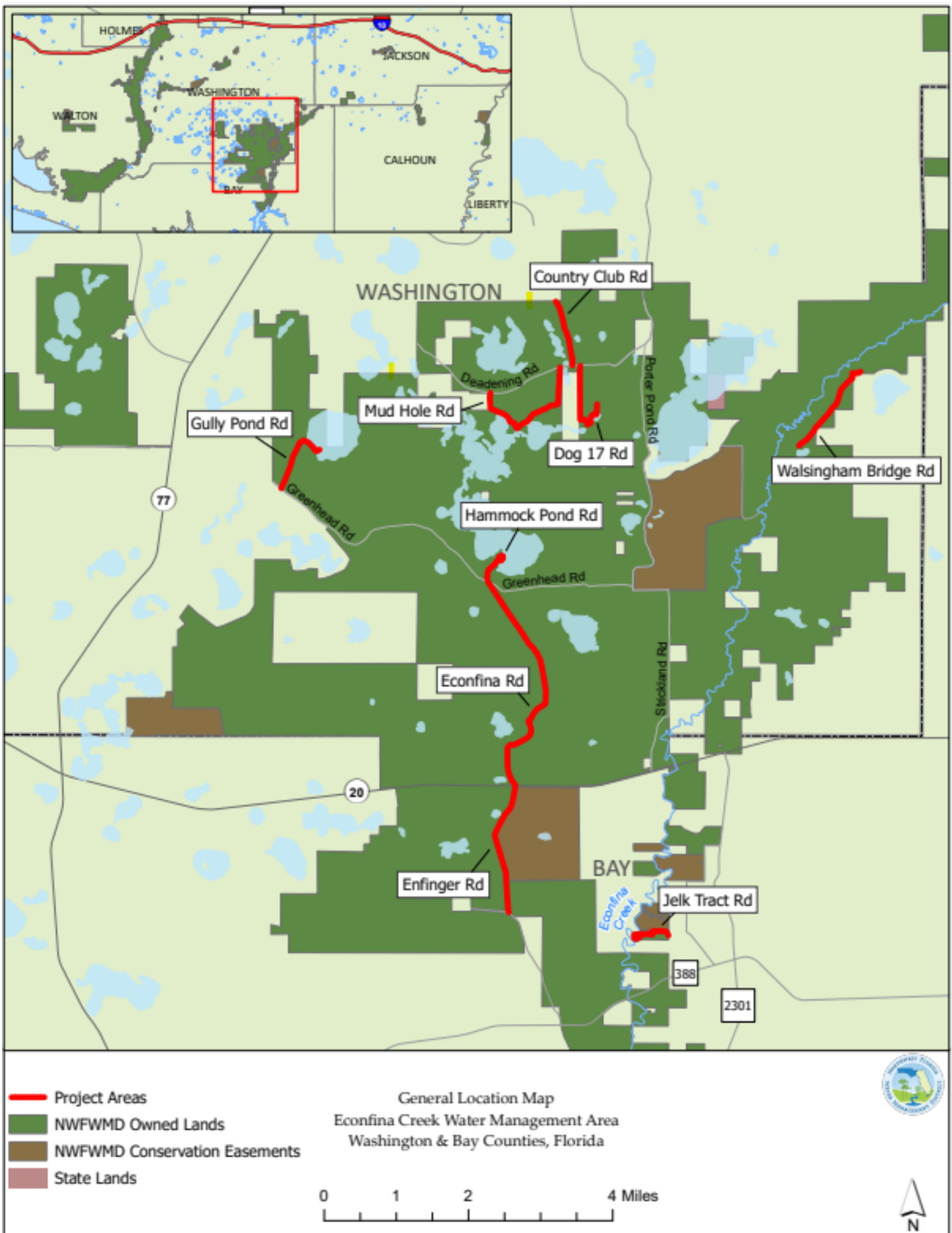
The Road Repair Services ITB includes the supply, delivery, and installation of native limerock and/or sandy clay along District roadways to stabilize them for public recreation and management access purposes. The ITB utilized a process that provided the opportunity to award the work by individual road section. Each road was bid individually to provide the necessary road repair services at a fixed-price per ton or cubic yard, with the company(ies) submitting the lowest price per ton/cubic yard being the lowest bid.

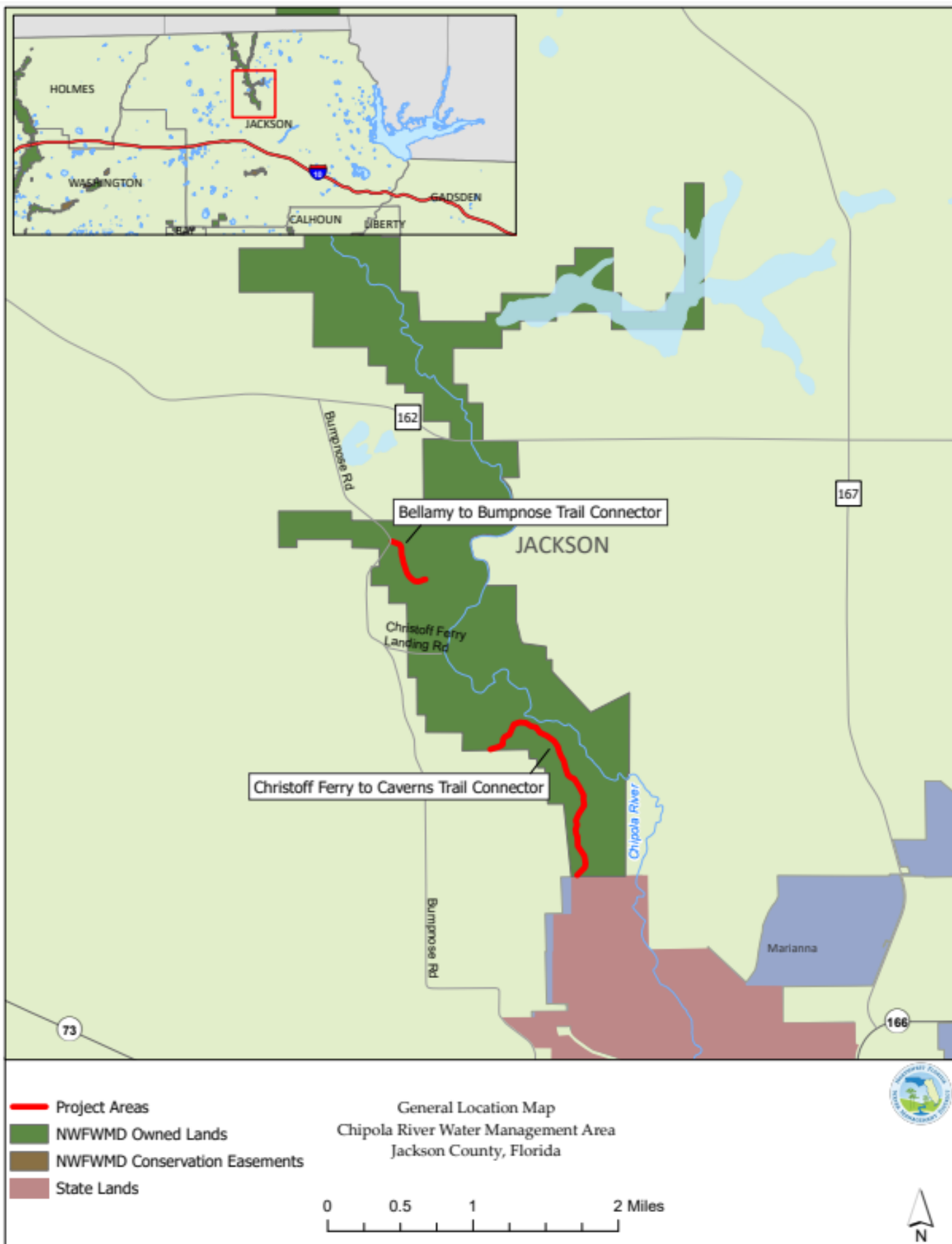
On July 24, 2024, at 2:30 P.M. ET, the District received 10 sealed bids for the Road Repair Services ITB. The lowest bid price per ton/cubic yard for each road repair section is contained in Table 1. These prices are inclusive of all components to complete the Work including equipment, materials, installation, labor, delivery, mobilization, and demobilization costs. In the event the lowest bidder withdraws its bid, the District intends to award the work to the next-lowest bidder and adjust and prioritize the road repairs to fit within the available budget. Funds are available in the FY 2024-25 budget for these services, subject to final budget approval.



**Table 1 – Bids Submitted – Lowest Price Per Ton/Cubic Yard and Recommended Award**

<b>Road No.</b>	<b>County</b>	<b>Road Repair/ Project Name</b>	<b>Length (Feet)</b>	<b>Material Tonnage (Rock) or Cubic Yards (Sandy Clay)</b>	<b>Current Low Price Per Ton Bid Received*</b>	<b>Total for Road Repair Services</b>	<b>Company</b>
1	Washington	Gully Pond Rd & Parking Area	5,500	1,400 T 500 CY	\$57.99 \$26.68	\$94,526.00	Mohawk Valley Materials
2	Washington	Hammock Pond Rd. & Parking Area	2,300	2,400 T 1,000 T	\$47.79 \$52.94	\$167,636.00	Rogers Brothers Land Clearing, LLC
3	Washington	Mud Hole Rd.	10,000	2,500 T	\$56.87	\$142,175.00	Mohawk Valley Materials
4	Washington	Dog 17 Rd.	6,700	1,200 CY	\$29.93	\$35,916.00	Mohawk Valley Materials
5	Washington	Country Club Rd	4,950	1,000 T	\$57.92	\$57,920.00	Mohawk Valley Materials
6	Washington	Walsingham Bridge Rd.	7,300	1,500 T	\$60.25	\$90,375.00	Double B Trucking, LLC
7	Washington	Econfina Rd.	7,400	400 T 400 CY	\$52.94 \$21.55	\$29,796.00	Rogers Brothers Land Clearing, LLC
8	Bay	Enfinger Rd.	9,800	400 T	\$52.94	\$21,176.00	Rogers Brothers Land Clearing, LLC
9	Bay	Jelk Tract Rd.	4,000	750 T	\$57.37	\$43,027.50	Rogers Brothers Land Clearing, LLC
10	Jackson	Bellamy to Bumpnose Trail Connector	2,640	1,000 T	\$51.50	\$51,500.00	Double B Trucking, LLC
11	Jackson	Christoff Ferry to Caverns Trail Connector	9,500	2,000 T	\$54.50	\$109,000.00	Double B Trucking, LLC





MEMORANDUM

TO: Northwest Florida Water Management District Governing Board  
FROM: J. Breck Brannen, General Counsel  
RE: Legal Counsel Report  
DATE: July 30, 2024

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***William and Ashley Merryman v. St. Johns River Water Management District, et al.***, United States District Court for the Middle District of Florida (Jacksonville Division)  
Case No. 3:24-cv-00658-WWB-JBT

This complaint has been filed but not served. The complaint appears to allege violations of right to due process against at least 56 defendants, including the Northwest Florida Water Management District, Jerry Pate, Breck Brannen, Governor DeSantis, Florida Department of Environmental Protection, Florida Supreme Court, and many others. The complaint seeks compensatory damages in the amount of \$2,000,000 and punitive damages in the amount of \$18,000,000.

We are unable to determine the actual legal claims of this complaint. As stated, the complaint has not been served on the District, Mr. Pate or Mr. Brannen and to our knowledge has not been served on any of the other defendants. We will report back with more information as it is received.