Northwest Florida Water Management District Governing Board Meeting Minutes Thursday, September 12, 2024 81 Water Management Drive Havana, Florida 32333

1. Opening Ceremonies

Called to order at 4:04 p.m.

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

Present: George Roberts, Chair; Jerry Pate, Vice Chair; John Alter; Gus Andrews; Ted Everett; Kellie Ralston

Absent: Nick Patronis, Secretary-Treasurer; 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 JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C, D, E, F, G, AND H 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 August 8, 2024

Approve the Minutes for August 8, 2024, Governing Board meeting.

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

Approve the Financial Reports for the Month of July 2024.

C. <u>Approval of Resolution No. 942 for Exchange of 137.77 Acres of District Land for 158.98 Acres from Emerald Coast Investments of NW Florida, LLC</u>

Approve and adopt Resolution No. 942 for the exchange of 137.77 acres of District land for 158.98 acres with Emerald Coast Investments of NW Florida, LLC.

D. <u>Consideration of Three-Year Non-Competitive Services Agreement with Calhoun County Sheriff's Office for Law</u> Enforcement and Security Services for Chipola River WMA

Authorize the Executive Director to execute a three-year non-competitive services agreement totaling up to \$78,867.36 with the Calhoun County Sheriff's Office to provide law enforcement and security services on District lands located in Calhoun County for FY 2024-25, FY 2025-26, and FY 2026-27, subject to approval and adoption of the budget for each fiscal year and legal counsel review.

E. Consideration of Revenue Contract with Leon County for Hydrologic Monitoring

Authorize the Executive Director to execute a three-year contract with Leon County to continue hydrologic monitoring beginning October 1, 2024, and ending November 15, 2027, for a total amount not to exceed \$169,000, subject to annual budget approval and legal counsel review.

F. Consideration of Revenue Contract with the City of Tallahassee for Hydrologic Monitoring

Authorize the Executive Director to execute a three-year contract with the City of Tallahassee to continue hydrologic monitoring beginning October 1, 2024, and ending November 15, 2027, for an amount not to exceed \$175,000, subject to annual budget approval and legal counsel review.

G. Consideration of Joint Funding Agreement with the USGS for Streamflow Monitoring in FY 2024-25

Authorize the Executive Director to execute a Joint Funding Agreement with the U.S. Geological Survey for continued monitoring at up to seven streamflow monitoring stations and the Spring Creek Spring Group at a cost not to exceed \$132,210 for FY 2024-25, subject to legal counsel review.

H. Consideration of the Approval of the District's Internal Audit Charter for Fiscal Years 2023-2024 and 2024-25

Approve the District's revised Internal Audit Charter for Fiscal Years 2023-2024 and 2024-2025.

5. Request for Release of Fiscal Year 2024-25 State Appropriations and Authorization to Enter into Related Agreements

MOTIONED BY JERRY PATE, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 943 TO REQUEST THE SECRETARY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RELEASE FUNDS FROM THE STATE OF FLORIDA'S FISCAL YEAR 2024-25 GENERAL APPROPRIATIONS ACT TO THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FROM THE LAND ACQUISITION TRUST FUND IN AN AMOUNT UP TO \$11,132,231 AND FROM THE GENERAL REVENUE FUND IN AN AMOUNT UP TO \$11,500,000, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS OR AMENDMENTS WITH DEP FOR THESE FUNDS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Fiscal Year 2024-25 Strategic Plan

MOTIONED BY KELLIE RALSTON, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE FY 2024-25 UPDATE TO THE DISTRICT STRATEGIC PLAN AND AUTHORIZE THE EXECUTIVE DIRECTOR TO FINALIZE THE PLAN PENDING ANY COMMENTS FROM THE PUBLIC AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of the Report on Properties Reviewed by Land Management Review Teams

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD ACCEPT THIS MEMO AND THE AVAILABLE REPORT ON THE WEST REGION LAND MANAGEMENT PLAN REVIEWS AS THE REPORT ON LAND MANAGEMENT REVIEW TEAM FINDINGS FOR FY 2023-24. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Two Grant Agreements for Prescribed Burning and Habitat Enhancement Efforts on District Lands

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A REIMBURSABLE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, FLORIDA FOREST SERVICE IN AN AMOUNT UP TO \$325,000 TO SUPPORT CONTRACTUAL PRESCRIBED BURNING SERVICES ON DISTRICT LANDS, AND NATIONAL WILD TURKEY FEDERATION IN AN AMOUNT UP TO\$60,000 TO SUPPORT PRESCRIBED BURNING AND SAND PINE ERADICATION EFFORTS TO IMPROVE TURKEY HABITAT ON THE CHOCTAWHATCHEE RIVER AND ECONFINA CREEK WATER MANAGEMENT AREAS, BOTH BEING SUBJECT TO FISCAL

YEAR 2024-2025 FINAL BUDGET APPROVAL AND LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Public Hearing for Regulatory Matters

Called to order at 4:30 p.m.

A. New Permit

A-1 Applicant: North Florida Rock Mine

App. No.: 2B-063-313741-1 Use: Dewatering, Industrial

MOTIONED BY JOHN ALTER, SECONDED BY JERRY PATE, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-0063-313741-1, NORTH FLORIDA ROCK MINE, PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Permit Renewal

A-1 Applicant: Florida Power and Light - Plant Sholz

App. No.: 2B-063-3012-7

Use: Industrial

MOTIONED BY JERRY PATE, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-063-3012-7, FLORIDA POWER AND LIGHT - PLANT SHOLZ, PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Request for Authorization to Undergo Rule Development, Chapter 40A-8, F.A.C.

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE INITIATION OF RULE DEVELOPMENT ON CHAPTER 40A-8, FLORIDA ADMINISTRATIVE CODE, MINIMUM FLOWS AND MINIMUM WATER LEVELS, SPECIFICALLY AMENDING RULE 40A-8.021 AND CREATING RULE 40A-8.051, F.A.C., DURING THE NEXT TWELVE MONTHS, AND APPROVE INCLUDING THE PROPOSED RULEMAKING ITEMS IN THE FY 2024-2025 ANNUAL REGULATORY PLAN PURSUANT TO SECTION 120.74, FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Annual Regulatory Plan

Informational purposes only.

12. Legal Counsel Report

Breck Brannen provided a status update on the case referenced below.

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

13. Executive Director Report

14. Public Hearing on Consideration of Fiscal Year 2024-25 Tentative Millage Rate and Tentative Budget

Called to order at 5:07 p.m.

MOTIONED BY JERRY PATE, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD ADOPT THE PROPOSED MILLAGE RATE OF 0.0218 OF A MILL FOR FISCAL YEAR 2024-2025 AND AUTHORIZE STAFF TO PRESENT IT FOR FINAL ADOPTION AT THE PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 26, 2024, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY JERRY PATE, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD ADOPT THE DISTRICT'S TENTATIVE BUDGET FOR FISCAL YEAR 2024-2025 PRESENTED TODAY AND AUTHORIZE STAFF TO PRESENT THIS BUDGET FOR FINAL ADOPTION AT THE SECOND PUBLIC HEARING ON THE BUDGET TO BE HELD ON SEPTEMBER 26, 2024, AT THE GULF COAST STATE COLLEGE IN PANAMA CITY. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:13 p.m.

Northwest Florida Water Management District Governing Board Meeting Minutes Monday, September 30, 2024 Via Teleconference

1. Opening Ceremonies

Called to order at 5:05 p.m.

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

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

Absent: Jerry Pate, Vice Chair; Gus Andrews; Anna Upton

2. Changes to the Agenda

None.

3. Adoption of the Millage Rate and Budget for Fiscal Year 2024-2025

MOTIONED BY JOHN ALTER, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE AD VALOREM TAX MILLAGE RATE OF 0.0218 OF A MILL FOR FISCAL YEAR 2024-2025 BY ADOPTION OF RESOLUTION NUMBER 944. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY KELLIE RALSTON, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE RESOLUTION NUMBER 945 ADOPTING THE FISCAL YEAR 2024-2025 BUDGET AS PRESENTED HEREIN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Meeting was adjourned at 5:11 p.m.

Financial Report

Summary Statement of Receipts, Disbursements & Cash Balances For Month Ending August 31, 2024

Balance Forward - Operating Funds				\$40,314,550.44		
Operating Funds Received in current month:						
Revenue Receipts, Current	\$	223,811.90				
Contracts Receivable	Ψ	410,222.77				
Other Deposits/Refunds/Adjustments		14,132.23				
Transfers from Lands Accounts		0.00				
Total Deposits during month		0.00		648,166.90		
Total Deposits and Balance Forward					\$	40,962,717.34
Disbursements:						
Employee Salaries				522,833.25		
Employee Salaries Employee Benefits				196,577.13		
± 7				0.00		
Employee Flexible Spending Account						
Contractual Services (Professional)				319,756.41		
Operating Expenses - Services				153,053.19		
Operating Expenses - Commodities				145,741.65		
Operating Capital Outlay Grants and Aids				114,660.50		
			_	214,884.29		
Total Operating Expenses during month				1,667,506.42		
Payables, Prior Year				0.00		
Other Disbursements or (Credits)				24,050.32		
Total Funds Disbursed by check during month				1,691,556.74		
Bank Debits (Fees, Deposit Slips, AMEX fees, etc.)				0.00		
Transfer to Land Acquisition Account				0.00		
Total Funds Disbursed					_	1,691,556.74
Cash Balance Operating Funds at month end					\$	39,271,160.60
Operating Depositories:						
Petty Cash Fund				250.25		
General Fund Checking				6,182,522.01		
Payroll Account				6,000.00		
Passthrough (EFT) Account				0.00		
Investment Accounts @ 5.48%						
General Fund				13,108,266.79		
Lands Fee Fund				3,392,108.81		
Ecosystem TF				189.47		
Water Prot. & Sust. Program TF				287.64		
Okaloosa Regional Reuse				100,937.42		
Mitigation Fund			_	16,480,598.21		
Total Operating Depositories at month end			\$	39,271,160.60		

Financial Report

Summary Statement of Receipts, Disbursements & Cash Balances For Month Ending August 31, 2024

Land Acquisition Funds:

	ard of Administration @ 5.48% al Land Acquisition Funds	\$ 288,620.88	288,620.88
Restricted M	Management Funds:		
Fla. Boar	rd of Administration Phipps Land		
Manag	gement Account @ 5.48%	43,734.64	
Fla. Boar	rd of Administration Cypress		
Spring	s R&M Account @ 5.48%	 865,023.11	
Tot	tal Restricted Land Management Funds		908,757.75
Total Land	Acquisition, and Restricted		
Managemen	nt Funds		1,197,378.63
	ERATING, LAND ACQUISITION, CTED FUNDS AT MONTH END		\$ 1,197,378.63
Approved:	Chairman or Executive Director		
Date:	October 10, 2024		

Northwest Florida Water Management District Statement of Sources and Uses of Funds For the Period ending August 31, 2024 (Unaudited)

	Current Budget		Actuals Through 8/31/2024		Variance (under)/Over Budget	Actuals As A % of Budget	
Sources							
Ad Valorem Property Taxes	\$ 3,900,000	\$	3,882,656	\$	(17,344)	100%	
Intergovernmental Revenues	113,978,182		15,460,112		(98,518,070)	14%	
Interest on Invested Funds	88,500		1,636,698		1,548,198	1849%	
License and Permit Fees	655,000		630,740		(24,260)	96%	
Other	1,212,897		882,907		(329,990)	73%	
Fund Balance	34,374,121				(34,374,121)	0%	
Total Sources	\$ 154,208,700	\$	22,493,113	\$	(131,715,587)	15%	

	Current									
		Budget	Expenditures		F	Encumbrances 1		Budget	%Expended	%Obligated ²
Uses									-	
Water Resources Planning and Monitoring	\$	7,000,363	\$	3,490,400	\$	2,232,515	\$	1,277,448	50%	82%
Acquisition, Restoration and Public Works		100,180,547		9,582,808		27,840,895		62,756,844	10%	37%
Operation and Maintenance of Lands and Works		10,573,016		6,731,144		487,132		3,354,740	64%	68%
Regulation		4,718,462		3,259,249		144,123		1,315,090	69%	72%
Outreach		158,662		131,000		265		27,397	83%	83%
Management and Administration		2,761,606		2,186,148		46,840		528,618	79%	81%
Total Uses	\$	125,392,656	\$	25,380,750	\$	30,751,770	\$	69,260,137	20%	45%
Reserves		28,816,044						28,816,044	0%	0%
Total Uses and Reserves	\$	154,208,700	\$	25,380,750	\$	30,751,770	\$	98,076,181	16%	36%

¹ Encumbrances represent unexpended balances of open purchase orders.

This unaudited financial statement is prepared as of August 31, 2024, and covers the interim period since the most recent audited financial statements.

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

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

CHECKS	08/01/2024	\$ 86	5,151.93
ACH TRANSFERS	08/02/2024	203	1,622.48
DIRECT DISBURSEMENTS	08/02/2024	88	3,900.67
VOIDED CHECKS	08/06/2024	-2	2,256.26
CHECKS	08/08/2024	12	2,762.27
ACH TRANSFERS	08/09/2024	89	9,500.99
DIRECT DISBURSEMENTS	08/09/2024	:	5,910.00
CHECKS	08/16/2024	28	3,737.38
ACH TRANSFERS	08/16/2024	11:	5,158.98
DIRECT DISBURSEMENTS	08/16/2024	13	3,016.22
VOIDED CHECKS	08/20/2024	-10	0,000.00
CHECKS	08/22/2024	6′	7,226.95
ACH TRANSFERS	08/23/2024	250	5,394.35
DIRECT DISBURSEMENTS	08/23/2024		590.00
CHECKS	08/29/2024	166	5,085.06
ACH TRANSFERS	08/30/2024	32	2,476.64

\$ 1,152,277.66

Chairman or Executive Director

October 10, 2024

Date

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
95	AT&T	8/1/2024	657.34	PHONE SERVICE EFO
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/1/2024	728.92	BCBS MEDICARE
2241	DEPT. OF THE INTERIOR - USGS	8/1/2024	31,827.50	JOINT FUNDING AGREEMENT-0004
4518	ENGINEERED COOLING SERVICES, INC.	8/1/2024	240.00	DIAGNOSTIC/REPAIR TO SERVER ROOM AC UNITS
391	GADSDEN COUNTY TAX COLLECTOR	8/1/2024	119.55	TAG/REGISTRATION FOR 2024 POOL EXPLORER
5373	GILMORE SERVICES	8/1/2024	34.50	DOC DESTRUCTION JUNE 2024
5908	JOHNSTON MATERIALS SUPPLY LLC	8/1/2024	14,546.70	ROAD REPAIR MATERIALS - BAKER LANDING
4803	TOP NOTCH TRUCK ACCESSORIES, INC.	8/1/2024	2,277.60	F550 FUEL TRANSFER TANK INSTALLATION
6065	OFF DUTY MANAGEMENT INC	8/1/2024	967.68	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
4068	RING POWER CORPORATION	8/1/2024	1,476.93	3 YR ANNUAL MAINT FOR HQ SERVER GENERATOR
5933	ROGERS BROTHERS LAND CLEARING LLC	8/1/2024	9,490.42	CHIPOLA RIVER WMA ROAD MATERIALS
3353	SONTEK/YSI INCORPORATED	8/1/2024	660.00	STATION REINSTALLATION EQUIPMENT
3353	SONTEK/YSI INCORPORATED	8/1/2024	11,625.00	STATION REINSTALLATION EQUIPMENT
5764	SOUTHERN CLEANING SUPPLY LLC	8/1/2024	365.10	REC SITE SUPPLIES
4832	SUN LIFE FINANCIAL	8/1/2024	5,605.24	SUNLIFE ACCT 4 DENTAL
4832	SUN LIFE FINANCIAL	8/1/2024	46.90	SUNLIFE ACCT 5 PREPAID DENTAL
4834	SUN LIFE FINANCIAL	8/1/2024	83.81	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	8/1/2024	1,079.11	SUNLIFE ACCT 1 AD & D
4834	SUN LIFE FINANCIAL	8/1/2024	2,574.79	SUNLIFE ACCT 2 VOL LIFE
4833	SUN LIFE FINANCIAL	8/1/2024	1,007.31	SUNLIFE ACCT 3 VOL LTD
5250	SUN LIFE FINANCIAL - VISION	8/1/2024	575.80	SUNLIFE ACCT 6 VISION
4626	WASTE PRO OF FLORIDA, INC	8/1/2024	161.73	SOLID WASTE HQ
	TOTAL CHECKS		\$ 86,151.93	•
3293	ANGUS G. ANDREWS, JR.	8/2/2024	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
4845	CALHOUN COUNTY SHERIFF'S OFFICE	8/2/2024	2,560.00	LAW ENFORCEMENT/SECURITY SERVI
1617	CAPITAL HEALTH PLAN	8/2/2024	93,845.42	CHP MEDICAL
1023	CAPITAL HITCH SERVICE, INC	8/2/2024	2,315.35	WINCH FOR WMD-96272
5739	DARRYL BOUDREAU	8/2/2024	217.00	TRAVEL REIMBURSEMENT
3126	DEWBERRY ENGINEERS, INC	8/2/2024	19,157.50	AGREEMENT FOR WATER RESOURCES
4855	ENVIRON SERVICES INCORPORATED	8/2/2024	2,079.17	JANITORIAL SERVICES FOR HQ
2702	FISH AND WILDLIFE	8/2/2024	6,136.55	LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	8/2/2024	1,935.33	LAW ENFORCEMENT AND SECURITY O
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	8/2/2024	491.37	LAB SUPPLIES - TUBING
1090	HR DIRECT	8/2/2024	94.99	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/2/2024	94.99	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/2/2024	94.99	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/2/2024	94.99	POSTER GUARD SUBSCRIPTION
1090	HR DIRECT	8/2/2024	94.99	POSTER GUARD SUBSCRIPTION
3603	JIM STIDHAM & ASSOCIATES, INC.	8/2/2024	57,646.00	AGREEMENT FOR AS NEEDED SERVIC
5600	JUPITER'S CALL, LLC	8/2/2024	3,000.00	CONTRACTED SERVICES FOR SOLAR RADIATION / ET DATA
5336	TETRA TECH, INC	8/2/2024	2,887.50	AGREEMENT FOR AS NEEDED SERVIC

VENDOR		CHECK DATE	INV	OICE NET	INVOICE DESCRIPTION
5455	PAUL THURMAN	8/2/2024		603.44	TRAVEL REIMBURSEMENT
5218	WAGEWORKS, INC.	8/2/2024		147.90	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
	TOTAL ACH PAYMENTS		\$	201,622.48	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/2/2024		86,774.92	BCBS MEDICAL
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	8/2/2024		2,125.75	BCBS RETIREE
	TOTAL DIRECT DISBURSEMENTS		\$	88,900.67	
	TOTAL AP		\$	376,675.08	
4379	AG SPRAY EQUIPMENT, INC.	8/8/2024		904.13	HERBICIDE APPLICATION EQUIPMENT
5768	ALFORD BROTHERS INC	8/8/2024		55.90	RUNNING PO FOR MINOR REPAIRS ON RMD VEHICLES
2924	BAY COUNTY HEALTH DEPARTMENT	8/8/2024		215.00	LIMITED USE WATER PERMIT FOR ECONFINA
5532	EASY CARE TREE SERVICE LLC	8/8/2024		600.00	HAZARDOUS TREE REMOVAL - GOULD TRACT BOUNDARY
3309	FAST SIGNS	8/8/2024		157.48	OFFICE NAME PLATES
916	FPL NORTHWEST FLORIDA	8/8/2024		736.63	DEFUNIAK ELECTRIC
3282	W.W. GRAINGER, INC.	8/8/2024		1,757.10	REPLACEMENT ENCLOSURE EQUIP
3282	W.W. GRAINGER, INC.	8/8/2024		71.53	REPLACEMENT ENCLOSURE EQUIP
4636	JACKSON COUNTY SHERIFF	8/8/2024		40.00	PROCESS SERVER-WUP
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		89.07	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		130.11	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		100.13	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		97.27	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/8/2024		123.87	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
4068	RING POWER CORPORATION	8/8/2024		4,198.28	DIAGNOSTIC/REPAIR TO HQ GENERATOR
6068	SAM GONZALEZ	8/8/2024		35.00	WELLS REFUND 318239-1 REDO FOR OVERPAYMENT
5764	SOUTHERN CLEANING SUPPLY LLC	8/8/2024		79.90	WILLIFORD RESTROOM SUPPLIES
75	WALTON COUNTY PROPERTY APPRAISER	8/8/2024		2,256.24	4TH QTR FY 23-24
6072	KENT SMITH MEDIA LLC	8/8/2024		75.00	PUBLICATION NOTICE FOR ITB 24B-005 - PITT AND WILL
5855	WASTE AWAY GROUP INC	8/8/2024		248.02	DUMPSTER SERVICES FOR COTTON LANDING - CHOCTAW
5081	WILLIAMS COMMUNICATIONS, INC.	8/8/2024		150.00	GPS AND AUX LIGHT INSTALLATION/REMOVAL
5081	WILLIAMS COMMUNICATIONS, INC.	8/8/2024		270.00	GPS AND AUX LIGHT INSTALLATION/REMOVAL
	TOTAL CHECKS		\$	12,762.27	
4125	KATHLEEN COATES	8/9/2024		90.00	TRAVEL REIMBURSEMENT
4032	COMPUQUIP TECHNOLOGIES, LLC	8/9/2024		35,917.78	CHECKPOINT FIREWALL MAINTENANCE 2024-25
3405	JOHN B. CROWE	8/9/2024		40.00	TRAVEL REIMBURSEMENT
45	DMS	8/9/2024		14.92	AIR CARDS AND HOTSPOTS

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
45	DMS	8/9/2024	7.45	CONFERENCE CALLS
45	DMS	8/9/2024	1,970.68	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	8/9/2024	622.42	DEFUNIAK LOCAL PHONE (WEST FL TELEPHONE SVC)
45	DMS	8/9/2024	9,855.51	HEADQUARTERS ETHERNET
45	DMS	8/9/2024	1,562.64	HEADQUARTERS LOCAL (PANAMA CITY PHONE SVC)
45	DMS	8/9/2024	11.47	LAN PORTS AND INTRANET/INTERNET
45	DMS	8/9/2024	1.42	LAN PORTS AND INTRANET/INTERNET
45	DMS	8/9/2024	97.56	MILTON LOCAL (GULF BREEZE TELEPHONE SVC)
4855	ENVIRON SERVICES INCORPORATED	8/9/2024	2,079.17	JANITORIAL SERVICES FOR HQ
3942	A & W VENTURES, L.C.	8/9/2024	275.00	PORTABLE TOILET FOR PHIPPS PARK
3603	JIM STIDHAM & ASSOCIATES, INC.	8/9/2024	2,065.13	AGREEMENT FOR AS NEEDED SERVIC
3603	JIM STIDHAM & ASSOCIATES, INC.	8/9/2024	11,424.00	AGREEMENT FOR AS NEEDED SERVIC
5368	KOUNTRY RENTAL NWF, INC.	8/9/2024	13,150.00	SERVICE FOR PORTABLE TOILETS-C
5146	MICHAEL CORRIE MANNION	8/9/2024	800.80	STAFF AUGMENTATION FOR CUSTOM APPLICATE #18-066
5894	ODESSA CLEANING SERVICE LLC	8/9/2024	150.00	ECONFINA FIELD OFFICE CLEANING
5950	PRESS PRINT GRAPHICS LLC	8/9/2024	2,102.00	REC SITE SIGNAGE
5947	PREVENTIA SECURITY LLC	8/9/2024	75.00	DEFUNIAK SECURITY
5651	SGS TECHNOLOGIE, LLC	8/9/2024	373.33	HOSTING & MAINTAINING DIST WEBSITE CON # 19-022
4091	THE SHOE BOX	8/9/2024	195.50	SAFETY BOOTS - LANDS - DANNY LAYFIELD
4091	THE SHOE BOX	8/9/2024	385.00	REG CLOTHING
4091	THE SHOE BOX	8/9/2024	93.40	UNIFORM ORDER FOR MIKE KENT
4091	THE SHOE BOX	8/9/2024	279.50	ADMIN SHIRTS
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	8/9/2024	4,606.90	RECREATION SITE CLEAN UP AND M
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	8/9/2024	200.00	JANITORIAL SERVICES FOR THE MILTON OFFICE
6075	WILLIAM CAMPBELL PAYNE	8/9/2024	1,054.41	TUITION AND BOOK REIMBURSEMENT
	TOTAL ACH PAYMENTS		\$ 89,500.99	
5944	REFUND NIC	8/9/2024	250.00	KATHRYN ROUTIER P319266 WITHDRAWAL REFUND
5944	REFUND NIC	8/9/2024	4,900.00	JEFF LITTLEJOHN P318941 WITHDRAWAL REFUND
5944	REFUND NIC	8/9/2024	50.00	WELLS REFUND 319423-1 WITHDRAWN
5944	REFUND NIC	8/9/2024	30.00	WELLS REFUND 319497-1 WITHDRAWN
5944	REFUND NIC	8/9/2024	50.00	WELLS REFUND 319378-1 WITHDRAWN
5944	REFUND NIC	8/9/2024	35.00	WELLS REFUND 319530-1 WITHDRAWN
5944	REFUND NIC	8/9/2024	10.00	WELLS REFUND 319540-1 OVERPAYMENT
5944	REFUND NIC	8/9/2024	35.00	WELLS REFUND 319541-1 OVERPAYMENT
5944	REFUND NIC	8/9/2024	50.00	WELLS REFUND 319539-1 OVERPAYMENT
5944	REFUND NIC	8/9/2024	500.00	WUP REFUND 6382-5 APP WITHDRAWN
	TOTAL DIRECT DISBURSEMENTS		\$ 5,910.00	
	TOTAL AP		\$ 108,173.26	

VENDOR	NAME	CHECK DATE	INVO	ICE NET	INVOICE DESCRIPTION
4935	AMERIGAS PROPANE LP	8/16/2024		1,340.46	RUNNING PO FOR HQ PROPANE REFILL
5003	THE BALMORAL GROUP, LLC	8/16/2024		10,002.03	Agreement for Water Supply Pla
3784	CULLIGAN WATER SERVICES, INC	8/16/2024		47.70	BOTTLED WATER
4748	EAST MILTON WATER SYSTEM	8/16/2024		21.78	WATER MILTON OFFICE
916	FPL NORTHWEST FLORIDA	8/16/2024		271.30	MILTON ELECTRIC
3003	HAVANA FORD, INC.	8/16/2024		84.87	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
423	OKALOOSA CO. TAX COLLECTOR	8/16/2024		10.92	PARCEL REFUND
5444	PENSACOLA SHOE HOSPITAL & BOOT STORE	8/16/2024		199.95	SAFETY BOOTS-BARROW
5933	ROGERS BROTHERS LAND CLEARING LLC	8/16/2024		7,603.99	CHIPOLA RIVER WMA ROAD MATERIALS
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/16/2024		88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/16/2024		445.88	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	8/16/2024		3,319.46	ELECTRIC HQ
6050	TRUCKWORX HOLDING CO LLC	8/16/2024		3,512.78	KENWORTH REPAIRS AND MAINTENANCE
6050	TRUCKWORX HOLDING CO LLC	8/16/2024		(212.24)	KENWORTH REPAIRS AND MAINTENANCE
3711	US POSTAL SERVICE-HASLER	8/16/2024		2,000.00	REPLENISH HEADQUARTERS POSTAGE METER
	TOTAL CHECKS		\$	28,737.38	
	TOTAL CHECKS		Φ	20,737.30	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC	8/16/2024		74,699.25	ANALYSIS OF FRESHWATER & ESTUA
3337	FORESTECH CONSULTING	8/16/2024		400.00	LAND MANAGEMENT DATABASE
252	ECB PUBLISHING INC	8/16/2024		76.08	LEGAL ADS-WATER USE PERMITS
6065	OFF DUTY MANAGEMENT INC	8/16/2024		1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
6065	OFF DUTY MANAGEMENT INC	8/16/2024		967.68	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
5703	OTT HYDROMET CORPORATION	8/16/2024		18,241.93	SATLINK LOGGERS
5703	OTT HYDROMET CORPORATION	8/16/2024		246.40	ECOLOG ADAPTER PLATES
5703	OTT HYDROMET CORPORATION	8/16/2024		5,690.00	REPLACEMENT STATION EQUIPMENT
3813	PENNINGTON, P.A.	8/16/2024		7,925.00	LEGAL COUNSEL
5614	ZACHARY J. SELLERS	8/16/2024		1,019.83	DFO JANITORIAL SERVICES
3213	SHI INTERNATIONAL CORP	8/16/2024		553.29	CREATIVE CLOUD SUBSCRIPTION
5218	WAGEWORKS, INC.	8/16/2024		100.00	COBRA ADMINISTRATION
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		200.00	RENTAL & SERVICE FOR PORTABLE

VENDOR	NAME	CHECK DATE	INV	OICE NET	INVOICE DESCRIPTION
5060	XTREME LOGISTICS GULF COAST, LLC	8/16/2024		225.00	RENTAL & SERVICE FOR PORTABLE
	TOTAL ACH PAYMENTS		\$	115,158.98	
20.65	DANK OF AMERICA	0/1/2/2024		10 504 10	WWW.ASAAD GADD GWADGES
2967	BANK OF AMERICA	8/16/2024		10,784.19	JULY 2024 P-CARD CHARGES
2967	BANK OF AMERICA	8/16/2024		50.00	REG SUNPASS
2967	BANK OF AMERICA	8/16/2024		19.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	8/16/2024		19.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	8/16/2024		56.16	
2967	BANK OF AMERICA	8/16/2024		1,302.43	AUDIO AND VIDEO EQUIPMENT FOR VIDEO PRODUCTIONS
2967	BANK OF AMERICA	8/16/2024		78.04	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	8/16/2024		70.94	ROLLING GATE WHEELS FOR GATE AT LAKE JACKSON
2967	BANK OF AMERICA	8/16/2024		191.45	LAB SUPPLIES - AMAZON
2967	BANK OF AMERICA	8/16/2024		79.06	REG OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	8/16/2024		315.00	AMAZON ORDER FOR OFFICE SUPPLIES
2967	BANK OF AMERICA	8/16/2024		12.99	DFS GROUNDWATER OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	8/16/2024		35.98	NETWORK SOLUTIONS - DOMAIN RENEWALS
	TOTAL DIRECT DISBURSEMENTS		\$	13,016.22	
	TOTAL AP		\$	156,912.58	
6076	DANIELLE PUDVAH	8/22/2024		500.00	WUP REFUND 6382-5 WITHDRAWN
4518	ENGINEERED COOLING SERVICES, INC.	8/22/2024		563.99	DIAGNOSTIC/REPAIR TO IT AC UNIT
2291	GULF COAST ELECTRIC COOPERATIVE, INC	8/22/2024		595.91	ELECTRIC SERVICE EFO
410	GULF COUNTY TAX COLLECTOR	8/22/2024		1,460.35	COMMISSIONS
3003	HAVANA FORD, INC.	8/22/2024		3,698.55	MAJOR REPAIRS TO WMD-96370
3003	HAVANA FORD, INC.	8/22/2024		83.30	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
3567	HELENA CHEMICAL COMPANY	8/22/2024		5,471.25	HELENA HERBICIDE ORDER
5908	JOHNSTON MATERIALS SUPPLY LLC	8/22/2024		15,782.62	ROAD REPAIR MATERIALS - BEAR HEWITT
6074	L MCARTHUR COMPANY	8/22/2024		1,722.72	MCARTHUR HERBICIDE ORDER
6071	LOXLEY SUPER STORAGE INC	8/22/2024		220.00	LOXLEY SUPER STORAGE P319206-1 OVERPMT REFUND
624	MARPAN SUPPLY COMPANY, INC.	8/22/2024		202.85	FLAGS FOR BOARDROOM
3406	NEECE TRUCK TIRE CENTER INC.	8/22/2024		92.21	RUNNING PO FOR MINOR REPAIRS TO WMD-96277
5965	NIC SERVICES	8/22/2024		1,402.77	FEE FOR ELECTRONIC PAYMENTS
5533	REGISTER'S ENTERPRISES OF BAY COUNTY, LLC			10,000.00	ROAD REPAIR MATERIALS
4577	SOUTHERN TIRE MART, LLC	8/22/2024		5,896.00	NEW HOLLAND TRACTOR TIRE FOAM
5612	WETLAND SOLUTIONS, INC.	8/22/2024		19,416.00	HYDROLOGIC & WATER QUALITY DAT
4038	WINDSTREAM COMMUNICATIONS	8/22/2024		118.43	800 NUMBERS AND EFO LONG DISTANCE
	TOTAL CHECKS		\$	67,226.95	

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5450	CAITLIN BRONGEL	8/23/2024	1,439.22	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	8/23/2024	2,304.00	
771	CITY OF MARIANNA	8/23/2024	214,884.29	
4125	KATHLEEN COATES	8/23/2024	576.15	
5951	D3 AIR AND SPACE OPERATIONS INC	8/23/2024	3,600.00	
97	THE DEFUNIAK HERALD	8/23/2024	63.00	
5426	DIVERSIFIED PROFESSIONAL SERVICES CORP	8/23/2024	15,800.00	
5925	IAN WATERS	8/23/2024	90.00	
2268	INNOVATIVE OFFICE SOLUTIONS, INC	8/23/2024	837.00	
5294	KRONOS, INCORPORATED	8/23/2024	28.70	
5802	MURPHY CASSIDY DIESEL REPAIRS	8/23/2024	127.72	
6065	OFF DUTY MANAGEMENT INC	8/23/2024	1,451.52	SECURITY SERVICES FOR ECONFINA CREEK WMA REC AREAS
4091	THE SHOE BOX	8/23/2024	148.75	SAFETY BOOTS - FACILITIES- ROBERT STEELE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	8/23/2024	15,044.00	LAW ENFORCEMENT/SECURITY ON DI
	TOTAL ACH DEPOSITS		\$ 256,394.35	_
5944	REFUND NIC	8/23/2024	20.00	WELLS REFUND 314761-6 OVERPAYMENT
5944	REFUND NIC	8/23/2024	50.00	WELLS REFUND 319445-1 WITHDRAWN
5944	REFUND NIC	8/23/2024	150.00	AMANDA ALIVIS P318264 GENERAL TO EXEMPT REFUND
5944	REFUND NIC	8/23/2024	100.00	JIM MARTELLI P319492 EPERMIT DISCOUNT REFUND
5944	REFUND NIC	8/23/2024	130.00	WELLS REFUND 319504 OVERPAYMENT
5944	REFUND NIC	8/23/2024	10.00	WELLS REFUND 319505 OVERPAYMENT
5944	REFUND NIC	8/23/2024	50.00	WELLS REFUND 319623 WITHDRAWN
5944	REFUND NIC	8/23/2024	20.00	WELLS REFUND 314753-6 OVERPAYMENT
5944	REFUND NIC	8/23/2024	20.00	WELLS REFUND 314755-5 OVERPAYMENT
5944	REFUND NIC	8/23/2024	20.00	WELLS REFUND 314757-5 OVERPAYMENT
5944	REFUND NIC	8/23/2024	20.00	WELLS REFUND 314763-6 OVERPAYMENT
	TOTAL DIRECT DISBURSEMENTS		\$ 590.00	_
	TOTAL AP		\$ 324,211.30	- =
5127	ALAN JAY FLEET SALES	8/29/2024	44,436.00	
5127	ALAN JAY FLEET SALES	8/29/2024	51,067.00	
95	AT&T	8/29/2024	622.88	
5045	BAKER METAL WORKS & SUPPLY LLC	8/29/2024	1,993.60	· · · · · · · · · · · · · · · · · · ·
2992	BANK OF AMERICA	8/29/2024	441.39	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	8/29/2024	1,089.19	
5131	CITY OF DEFUNIAK SPRINGS	8/29/2024	230.88	CITY IF DEFUNIAK SPRINGS WATER/SEWER

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4676	CITY OF MILTON FLORIDA	8/29/2024	85.56	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	8/29/2024	38.35	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	8/29/2024	48.07	LAKESHORE & I 10
5914	CRH AUTO REPAIR INC	8/29/2024	865.79	REPAIRS TO WMD-2434
5346	EXPERT TUNE	8/29/2024	1,039.36	4 NEW ON/OFF ROAD TIRES FOR WMD 96882
4273	ROBERT T. MIXON	8/29/2024	200.00	8"" LEATHER SAFETY BOOT REPLACEMENT FOR MIKE KENT
2701	FLORIDA MUNICIPAL INSURANCE TRUST	8/29/2024	2.00	WC2023161239 FUND YEAR 10012023-09302024
391	GADSDEN COUNTY TAX COLLECTOR	8/29/2024	119.55	TAG/REGISTRATION FOR 2024 REG FORD EXPLORER
5923	HGS LLC	8/29/2024	23,620.00	WATER RESOURCES ENGINEERING, A
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	8/29/2024	130.11	KONICA MINOLTA COPIER LEASE RENEWAL AND MAINTENANC
5069	LEPPO, INC.	8/29/2024	314.71	BOBCAT FILTERS
3266	LOWE'S COMPANIES INC.	8/29/2024	525.33	DEHUMIDIFIERS AND SHOP VAC FOR HQ
3266	LOWE'S COMPANIES INC.	8/29/2024	678.02	CARTER CHECK STATION REPAIR MATERIALS/SUPPLIES
3266	LOWE'S COMPANIES INC.	8/29/2024	1,371.96	GENERAL SUPPLIES
4600	MYTHICS LLC	8/29/2024	30,299.36	ORACLE COMPONENT LICENSE RENEWAL
64	PANAMA CITY NEWS HERALD	8/29/2024	185.09	LEGAL ADS-WATER USE PERMITS
64	PANAMA CITY NEWS HERALD	8/29/2024	71.65	PUBLICATION NOTICE FOR ITB 24B-005 - PITT AND WILL
6079	RED DIRT OUTDOOR EQUIPMENT	8/29/2024	2,499.00	TRACTOR MOUNTED 5' TILLER
5933	ROGERS BROTHERS LAND CLEARING LLC	8/29/2024	2,375.22	CHIPOLA RIVER WMA ROAD MATERIALS
5764	SOUTHERN CLEANING SUPPLY LLC	8/29/2024	433.95	REC SITE SUPPLIES
4557	VERIZON WIRELESS	8/29/2024	1,301.04	CELL PHONES AND JET PACKS
	TOTAL CHECKS		\$ 166,085.06	
3269	CDW GOVERNMENT, INC.	8/30/2024	2 071 12	AUTOCAD FOR RMD/LANDS
4807	WEX BANK	8/30/2024	,	JULY 2024 FUEL/SERVICE PURCHASES
4807	WEX BANK	8/30/2024	,	WEX GPS TRACKING
2702	FISH AND WILDLIFE	8/30/2024	,	LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	8/30/2024		LAW ENFORCEMENT AND SECURITY O
2702	FISH AND WILDLIFE	8/30/2024	,	LAW ENFORCEMENT AND SECURITY O
5802	MURPHY CASSIDY DIESEL REPAIRS	8/30/2024	176.60	
6065	OFF DUTY MANAGEMENT INC	8/30/2024	1,451.52	
5533	REGISTER'S ENTERPRISES OF BAY COUNTY, LLC		/	ROAD REPAIR MATERIALS - SPARKLEBERRY EQUEST PARKIN
6080	ROBERT STEELE	8/30/2024		TRAVEL REIMBURSEMENT
3851	SOUTHEASTERN SURVEYING & MAPPING CORP		1,694.00	
4091	THE SHOE BOX	8/30/2024	,	REPLACEMENT HATS-REG
5218	WAGEWORKS, INC.	8/30/2024		FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
	TOTAL ACH PAYMENTS		\$ 32,476.64	
	TOTAL AP		\$ 198,561.70	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SCHEDULE OF DISBURSEMENTS PAYROLL AUGUST 2024

DIRECT DEPOSIT	08/09/2024	\$ 272,934.70
CHECKS	08/09/2024	385.66
FLEX SPENDING TRANSFER	08/09/2024	1,690.91
DIRECT DEPOSIT	08/25/2023	256,764.10
CHECKS	08/25/2023	5,812.80
FLEX SPENDING TRANSFER	08/25/2023	1,690.91

\$ 539,279.08

APPROVED:	
Chairman or Executive Director	

<u>MEMORANDUM</u>

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: September 19, 2024

SUBJECT: Approval of Resolution No. 946 for Donation of the Grayton Forest Business

Center Parcel; Choctawhatchee Bay

Recommendation

Staff recommends approval and adoption of Resolution No. 946 for the donation of the Grayton Forest Business Center parcel on Choctawhatchee Bay in Walton County, Florida.

Background

An agreement for donation of 6.828-acres in exchange for release of two conservation easements on 0.35 acres by the Board of Trustees of the Internal Improvement Trust Fund in Walton County was approved by the Governing Board on June 13, 2024. This donation has additional related costs. These costs include, but are not limited to, staff time, appraisal, title exam, environmental site assessment, and legal fees.

This resolution will provide Governing Board authorization for the District to utilize District funds and the Land Acquisition Trust Fund for the associated costs incurred with this donation.

/cb



Lyle Seigler Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 946 DONATION OF 6.828 ACRES FROM GRAYTON FOREST BUSINESS CENTER; CHOCTAWHATCHEE BAY

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

WHEREAS, the Grayton Forest Business Center (GFBC) parcel provides for the purposes of water management, water supply, and the conservation and protection of water resources consistent with Section 373.59, Florida Statutes, and with the District's Five Year Plan of Acquisition as filed with the Secretary of the Department of Environmental Protection and the Florida Legislature; and

WHEREAS, the District entered into an Agreement of Donation for this parcel on June 13, 2024, for the District's acceptance of the donated parcel; and

WHEREAS, closing on the GFBC parcel is scheduled for on or before October 31, 2024; and

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

WHEREAS, additional associated costs will be requested under this resolution at a later date from the District's Land Acquisition Fund and the Land Acquisition Trust Fund; and

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

GEORGE ROBERTS Chair Panama City		JERRY PATE Vice Chair Pensacola		NICK PATRONIS Secretary Panama City
JOHN W. ALTER	GUS ANDREWS	TED EVERETT	KELLIE RALSTON	ANNA UPTON
Malone	DeFuniak Springs	Chipley	Tallahassee	Tallahassee

WHEREAS, additional associated costs will be requested under this resolution at a later date from the District's Land Acquisition Fund and the Land Acquisition Trust Fund; and

WHEREAS, the District certifies as to the following:

- (1) That the GFBC parcel is located on the Choctawhatchee Bay;
- (2) That the lands acquired are consistent with the District's updated Five Year Plan of Acquisition as filed on or before February 8, 2024, pursuant to Section 373.199, Florida Statutes; and
- (3) That funds are to be used only for associated costs with the donation of the parcel.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Northwest Florida Water Management District does hereby authorize payment from the District's Land Acquisition Fund and Land Acquisition Trust Fund for the associated costs for the donation of this parcel.

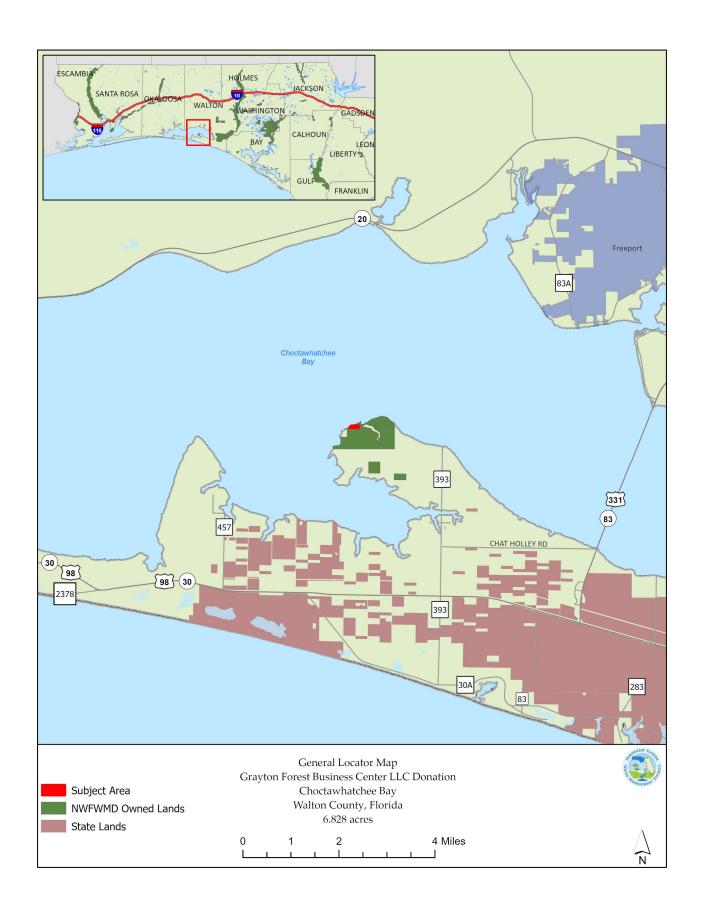
ADOPTED AND APPROVED this 10th day of October A.D., 2024.

	The Governing Board of the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
	George Roberts, Chair
ATTEST:	
Nick Patronis, Secretary/Treasurer	

EXHIBIT A

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

Lot 56, Section 9, Township 2 South, Range 20 West, Santa Rosa Plantation, according to the map or plat thereof, recorded in Plat Book 2, Page(s) 4, Public Records of Walton County, Florida.



MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, ExecutiveDirector

Andrew Joslyn, Deputy Executive Director

Caitlin Brongel, Chief of Staff

Danny Layfield, Director, Division of Asset Management

FROM: Robert Steele, Sr. Asset Management Administrator

DATE: September 23, 2024

SUBJECT: Consideration of Request for Authorization to Declare and Dispose of Property

Recommendation

Staff recommends the Governing Board 1) approve to declare the property items listed in Table 1 as surplus and 2) authorize staff to dispose of the items in accordance with established procedures and remove them from the District's property records.

Background

As inventory wears out, breaks, becomes obsolete, or has no further value to the District, staff determine whether it is fiscally prudent to spend funds to keep these items in service or dispose of them. These vehicles listed in Table 1 are no longer dependable and require substantial repairs to keep in reliable service. Due to age, mileage and poor condition of these items, it is not cost effective to continue to maintain them. All vehicles identified below have completely depreciated and have no value.

All vehicles listed will be auctioned by Florida Auction Network, LLC.

Table 1. Surplus Property

Property ID #	Vin Number	Year/Make/Model	Mileage	Estimated Value
0004	1FDAW57P96EB34886	2006 Ford F-550	88,016	0.00
1774	1FTRX18W63NB25562	2003 Ford F-150	196,203	0.00
2420	1FTZR45EX8PB04121	2008 Ford Ranger	171,195	0.00
2421	1FTZR45E18PB04122	2008 Ford Ranger	185,651	0.00
2424	1FTSX21588EE48804	2008 Ford F-250	148,596	0.00
2425	1FTSX21548EE48802	2008 Ford F-250	171,134	0.00
2428	1FTPX14V39KC51943	2009 Ford F-150	173,325	0.00
2431	3FAHP0HG0AR154084	2010 Ford Fusion	163,382	0.00
2432	3FAHP0HG9AR154083	2010 Ford Fusion	135,448	0.00
2434	1FTPX14V19KC51942	2009 Ford F-150	164,397	0.00

2436	1FTPX14V49KC60666	2009 Ford F-150	141,439	0.00
2438	1M1AN07Y88N001249	2008 Mack CHU	114,745	0.00
		613		
96202	1FTEX1EW1AFC63407	2010 Ford F-150	245,241	0.00
96203	1FTEX1EWXAFC63406	2010 Ford F-150	183,241	0.00
96205	3FAHP0HG3AR424540	2010 Ford Fusion	141,193	0.00
96836	1J4GR48K76C321827	2006 Jeep Grand	127,988	0.00
		Cherokee		
96838	3FAHP0HG5AR424538	2010 Ford Fusion	140,412	0.00
96839	3FAHP0HG7AR424539	2010 Ford Fusion	132,965	0.00

<u>MEMORANDUM</u>

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 Resource Evaluation

DATE: September 16, 2024

SUBJECT: Consideration of 2024 Minimum Flows and Minimum Water Levels Priority List

Recommendation

Staff recommends the Governing Board authorize the Executive Director to submit the District's 2024 Minimum Flows and Minimum Water Levels Priority List, as proposed, to the Department of Environmental Protection.

Background

Section 373.042(1), Florida Statutes, requires water management districts to develop minimum flows and minimum water levels (MFLs). The minimum flow or minimum water level for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. As part of the MFL process, water management districts must submit a priority list and schedule to the Department of Environmental Protection (DEP) for approval by November 15 of each year.

The District's MFL program began in 2013. Technical assessments have been completed for the St. Marks River Rise, Wakulla Spring, Sally Ward Spring, and the Floridan Aquifer in Coastal Planning Region II. Current MFL activities include model development and calibration for the Gainer Spring Group, Sylvan Spring Group, Williford Spring Group, Jackson Blue Spring, and the Floridan Aquifer in Coastal Bay County with technical assessment completion on schedule (Table 1).

At this time, no new water bodies are proposed to be added to the District's 2024 MFL Priority List. However, it is proposed that the technical assessment and rule adoption dates for the Floridan Aquifer in Coastal Bay County be extended one year to 2028 and 2029, respectively. This extension will allow for extra time to identify well locations, construct monitoring wells, and develop the appropriate groundwater models needed for the technical assessment.

The proposed 2024 MFL Priority List for the Northwest Florida Water Management District is provided in Table 1.

Table 1. Proposed 2024 NWFWMD MFL Priority List

Water Body	System Type	Location (County)	Technical Assessment Completion	Rule Adoption
Gainer Spring Group	Spring 1st Mag	Bay	2024	2025
Sylvan Spring Group	Spring 2 nd Mag	Bay	2024	2025
Williford Spring Group	Spring 2 nd Mag	Washington	2024	2025
Jackson Blue Spring	Spring 1st Mag	Jackson	2025	2026
Coastal Floridan Aquifer	Aquifer	Bay	2028*	2029*
Morrison Spring	Spring 2 nd Mag	Walton	2030	2031
Shoal River	River	Okaloosa, Walton	2032	2033

^{*}Indicates proposed changes to the 2024 FDEP-approved MFL Priority List

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

Kathleen Coates, Deputy Director, Division of Resource Management

FROM: Paul Thurman, Chief, Bureau of Resource Evaluation

DATE: September 16, 2024

SUBJECT: Consideration of Amendment to Joint Funding Agreement with the USGS for Streamflow

Monitoring in FY 2024-25

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute an amendment to Joint Funding Agreement (JFA) 25MCJFA0023 with the U.S. Geological Survey (USGS) for continued monitoring of water resources within the District. This amendment adds additional funding to collect data at an additional monitoring well near Crawfordville, Florida. The amended cost for this JFA is not to exceed \$140,500 for Fiscal Year 2024-25, subject to legal counsel review.

Discussion

The Northwest Florida Water Management District (District) has participated in a cooperative water resource investigation program with the U.S. Geological Survey (USGS) for the past 48 years. All five water management districts contract with the USGS for data collection services. Of the five districts, the NWFWMD cooperative program continues to have the lowest number of stations and the lowest cost.

In October 2024, the Governing Board approved the execution of JFA 25MCJFA0023 to continue monitoring discharge, stage and/or water quality at seven locations in the District. In addition to these locations, the USGS funds and collects data at numerous surface water locations and groundwater wells which the District relies heavily upon in fulfilling its mission. One of these locations (USGS Station 30074084293001, Benchmark Well Nr. Crawfordville, FL) was recently decommissioned by the USGS and is scheduled to cease data collection September 30, 2024. This location has a historical record dating back to 1967 and provides important historical information on the Floridan aquifer south of Tallahassee, FL. The USGS has agreed to continue monitoring this station if the District accepts funding responsibility for the location.

This amendment adds an additional \$8,290 in funding to conduct data collection at the USGS Benchmark Well between October 1, 2024, and September 30, 2025. The revised total cost for JFA25MCJFA0023 is not to exceed \$140,500. The USGS is contributing \$38,910 in matching funds. Funding for this data collection work was included in the District's FY 2024-25 adopted budget.

<u>MEMORANDUM</u>

TO: Governing Board

FROM: District Inspector General

Law, Redd, Crona and Munroe, P.A.

DATE: October 10, 2024

SUBJECT: Consideration of Acceptance of Audit Reports Presented by the District's

Inspector General

Recommendation

Staff recommends the Governing Board accept Report No. 24-01 and the Annual Report of Inspector General Activities.

Background

Report No. 24-01, Internal Audit of Cybersecurity

This audit focused on selected District cybersecurity controls and included a follow-up on District corrective action on a prior cybersecurity finding disclosed in an earlier internal audit, Report No. 23-03. The content of Report No. 24-01 is confidential and exempt from public disclosure pursuant to Section 281.301, Florida Statutes.

Annual Report of Inspector General Activities

The Annual Report of Inspector General Activities is prepared pursuant to Section 20.055(8), Florida Statutes and is for the fiscal year ending September 30, 2024.

<u>MEMORANDUM</u>

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: September 19, 2024

SUBJECT: Consideration of First Right of Refusal on 138.10 Acres of the Dry Creek

Plantation, LLC Conservation Easement; Chipola River

Recommendation

Staff recommends the Governing Board not exercise its First Right of Refusal on 138.10 acres of the Dry Creek Plantation, LLC Conservation Easement in Jackson County, Florida.

Background

In 2020, the District purchased a conservation easement on the Dry Creek Plantation, LLC (DCP) property located in Jackson County, Florida for \$174,579.02. This conservation easement is 388.10 acres (see attached maps) consisting of coniferous plantations, swamps and wetland hardwood habitat associated with Dry Creek. The conservation easement requires DCP 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 a portion of the property encumbered by the District conservation easement to Mr. and Mrs. James T. Reece. DCP will continue to own 250 acres of this conservation easement located on the west side of Highway 73. As required by the conservation easement, DCP, through the attached contract, is notifying the District of such and giving the District the opportunity to exercise the First Right of Refusal on this portion of the property. The purchase price for the 138.10 acres plus an additional 26.9 +/- acres not encumbered by the District conservation easement is \$328,000. 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 November 1, 2024.

The District has held this conservation easement for a little over four 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 No construction of new roads, or improvement 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 unless otherwise provided in this Easement.
- 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 no 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, sand 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 areas except for those areas referenced as Silviculture Land on Exhibit "D". There shall be no conversion of the Silviculture Land or the remaining wetlands as shown on Exhibit "D". Grantee shall have complete timber rights in the remaining wetlands as shown on Exhibit "D".
- 1. 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 the current and applicable Florida Department of Agriculture and Consumer Services 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. 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.
- c. Subdivision Grantor shall have the right to subdivide the Property into four parcels.
- d. Residential Use Grantor shall have the right to build one residence, together with supporting buildings and amenities for each, on the Property.
- e. 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.
- f. 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.
- g. 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 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.
- h. 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.
- ii. 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 and the Silviculture Land as shown on Exhibit "D". 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.
- j. 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.
- k. 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.
- 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.
- m. 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.
- n. 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.R. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.
- o. 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.
- p. 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.
- q. 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.
- r. Mowing and Mulching the Grantor may engage in mowing and mulching activities in the upland portion of the Property.
- s. 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 property. The conservation easement is achieving the natural resource protection needed for this property.

cb

Attachment(s)

Commercial Contract FLORIDA ASSOCIATION OF REALTORS®

1*	1. PURCHASE AND SALE:	James Todd Reece & Michelle Pope Reece		("Buyer")
2*	agrees to buy and	Dry Creek Plantation LLC		_ ("Seller"
	agrees to sell the property described a +/- 165ac Highway 73, Jackson Co, F Jackson Co Parcel ID #:04-3N-10-000	as: Street Address: -L 00-0030-0000, 03-3N-10-0000-0100-0000, 10-3N-10-0000-0	0030-0010	
5*	Legal Description:			
6*				
7* 8*	and the following Personal Property: N/A			
10 11	the date on which the last of the Par days or less will be computed without	erty") on the terms and conditions set forth below. The "Effectries signs the latest offer. Time is of the essence in this C including Saturday, Sunday, or national legal holidays and any day will be extended until 5:00 p.m. of the next business day.	ontract. Time perio	ds of 5
13'	2. PURCHASE PRICE:		\$	328000
14'	(a) Deposit held in escrow by Florida	a Land Title and Trust Company attn. Richard Kunde	\$	1000
15*	(b) Additional deposit to be made wi	ithin days from Effective Date	\$	
16'	(c) Total mortgages (as referenced in	n Paragraph 3)	\$	
17'	(d) Other:		\$	
18°		stments and prorations, to be made with cash, locally drawn ransfer.	\$	327000
20'	3. THIRD PARTY FINANCING: Within	N/A days from Effective Date ("Application Period"), Buyer will	l, at Buyer's expense	e, apply for
21*	third party financing in the amount of \$_	N/A or N/A % of the purchase price to be an	nortized over a period	d of <u>N/A</u>
22*	years and due in no less than N/A ye	ars and with a fixed interest rate not to exceed u <u>N/A</u> % per	year or variable intere	est rate not
23*	to exceed <u>N/A</u> % at origination with	a lifetime cap not to exceed <u>N/A</u> % from initial rate, with add	ditional terms as follo	ws:
24'				
25	Buyer will pay for the mortgagee title ins	surance policy and for all loan expenses. Buyer will timely provide	e any and all credit,	
26	employment, financial and other informa	tion reasonably required by any lender. Buyer will notify Seller in	nmediately upon obt	aining
27*	financing or being rejected by a lender. If	f Buyer, after diligent effort, fails to obtain a written commitment	within da	ys from
28	Effective Date ("Financing Period"), Buye	er may cancel the Contract by giving prompt notice to Seller and	d Buyer's deposit(s)	will be
29	returned to Buyer in accordance with Pa	aragraph 9.		
30°	Buyer (TR.) (MR. and Seller (AT. CC-2 © 1997 Florida Association of Realt) () acknowledge receipt of a copy of this page, whore All Rights Reserved		Pages.

32* 33	4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ other, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject)
35*	
	provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as Recreational Timber Land
38* 39* 40* 41 42* 43 44 45 46	(a) Evidence of Title: Seller will, at (check one) ■ Seller's □ Buyer's expense and within 30 days ■ from Effective Date □ prior to Closing Date □ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one) ■ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. □ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update.
47 48 49* 50 51 52 53 54 55	(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 15 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.
56 57* 58* 59* 60 61* 62 63*	(c) Survey: (check applicable provisions below) ☑ Seller will, within _5 _ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
64* 65	encroachments usuch encroachments will constitute a title defect to be cured within the Curative Period. (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.
66	(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.
68* 69* 70	5. CLOSING DATE AND PROCEDURE: This transaction will be closed in
72 73 74	(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.
75 76 77 78 79 80 81	(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.
82*	Buyer (TR) (MR) and Seller (AD) () acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

```
(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated ☑ as of Closing Date
83*
                                                   : real estate taxes, bond and assessment payments assumed by Buyer, interest,
      rents, association dues, insurance premiums acceptable to Buyer, operational expenses and
85*
      If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
      allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially
87
      affecting the Property:
99*
      Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
89
      improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.
90
94
      (d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a
      portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined
92
      by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
93
94
      appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
      and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds
96
      and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.
   6, ESCROW: Buyer and Seller authorize Florida Land Title and Trust Company attn. Richard Kunde
97*
   Telephone: 850-209-2959 Facsimile:
                                                                        Address: 2870 Madison St, Marianna, FL 32448
98*
                                                                                                              to act as "Escrow Agent"
100° to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101° Agent will deposit all funds received in ☑ a non-interest bearing escrow account □ an interest bearing escrow account with
102* interest accruing to _
                                                                              with interest disbursed (check one) at closing
                                  intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
103" 🗆 at
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
   agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.
114 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties
116 other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the
117 property. (Check (a) or (b))
      a (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
      (b) Due Diligence Period: Buyer will, at Buyer's expense and within ______ days from Effective Date ("Due Diligence Period"),
      determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of
120
      the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and
      investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering.
122
      architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
123
      regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
124
      growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125
      American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems
126
127
      appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice
      to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable.
128
      Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
129
130
      Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131
      Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
      Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs,
132
      claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
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      any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien
134
      being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall
135
      repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
      the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the
137
      Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be
138
      immediately returned to Buyer and the Contract terminated.
140' Buyer (TR.) (MR.) and Seller (AD) (____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.
```

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties,
 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
 Property is on the premises.

(d) Disclosures:

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145 146

147 148

- 1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.
- 151 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business
 152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
 153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
 154* Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.
- 9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
 Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in
 accordance with applicable Florida laws and regulations.

58 10. DEFAULT:

183*

- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title
 marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If
 Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.
- (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee.
- 11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

170 12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:
172* (a) Listing Broker: NAI Talcor
173* who is □ an agent of □ a nonrepresentative

and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify)

175*
176*
177*
178*
(b) Cooperating Broker: N/A

who is an agent of and who will be compensated by Buyer Seller both parties pursuant to a name of cooperating broker and who will be compensation to a cooperating broker other (specify)

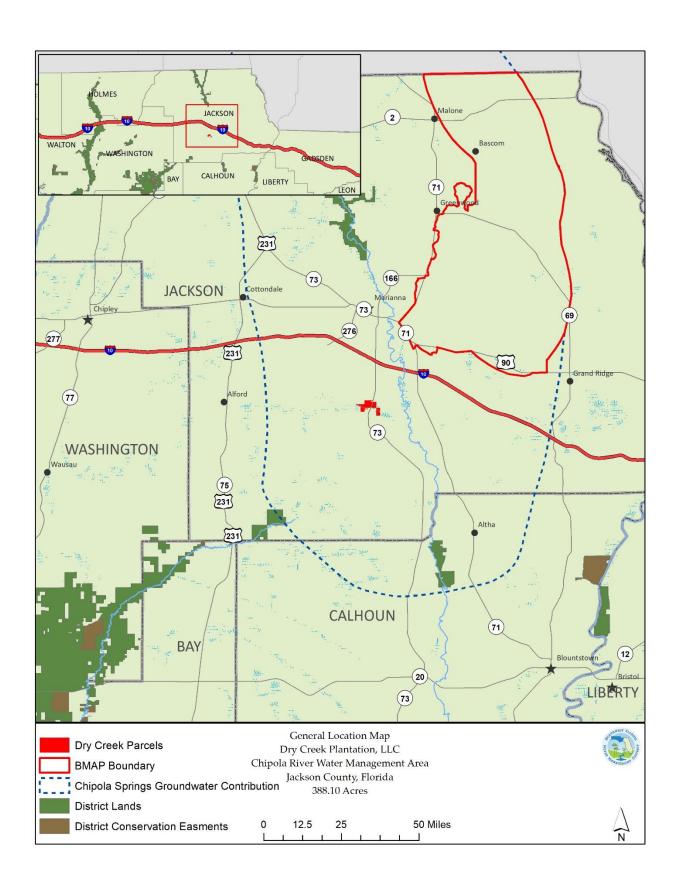
(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) Begin to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Buyer** or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of **Buyer** or Seller.

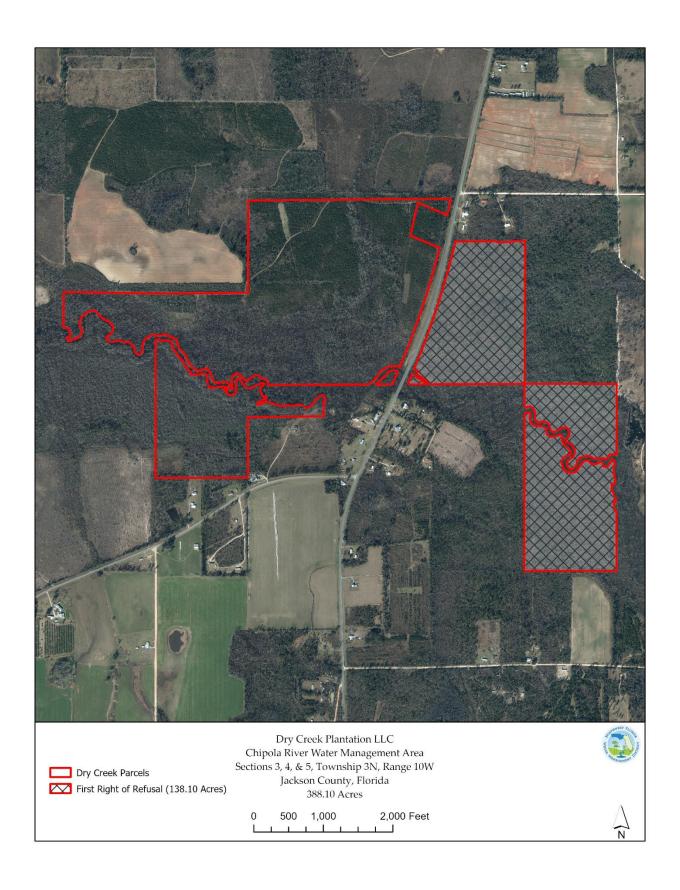
192* 13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable is a sasignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* Buyer (TR) (MR) and Seller (AD) (____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

Electrorizally Signed using edignOnline^{na} [Seesion ID : 805e0file:38a4+960]-866e-015in18Thelb]

198° 199° 200°	□ Property Inspect	xchange tion and Repair	☐ Seller Warranty ☐ Coastal Construction Control L ☐ Flood Area Hazard Zone ☐ Seller Financing	nd are attached as an addendum to Existing Mortgage ine Other See First Amen Other Other	dment
202 203 204 205 206	this Contract will not be referenced in this Contrall purposes, including of over preprinted terms. It to be fully effective. This	binding unless in wri act, counterparts and delivery, and will be bi f any provision of this Contract will be con-	ontract constitute the entire agreem ting, signed and delivered by the paral written modifications communicate inding. Handwritten or typewritten te Contract is or becomes invalid or ur strued under Florida law and will not emed delivery to that party.	ty to be bound. Signatures, initials, d electronically or on paper will be rms inserted in or attached to this nenforceable, all remaining provision	documents acceptable for Contract prevail ns will continue
209 210 211 212 213 214 215 216	PRIOR TO SIGNING. BE IMPORTANT TO THEM INTERPRETING CONTE TITLE, FOREIGN INVES OTHER SPECIALIZED A REPRESENTATIONS (O RECORDS UNLESS BR SOLELY ON SELLER, P	ROKER ADVISES BUY AND TO CONSULT A RACTS, DETERMININ TOR REPORTING RE ADVICE. BUYER ACK! RAL, WRITTEN OR O' OKER INDICATES PE ROFESSIONAL INSPI	NG CONTRACT. IF NOT FULLY UND /ER AND SELLER TO VERIFY ALL F/ N APPROPRIATE PROFESSIONAL F G THE EFFECT OF LAWS ON THE P :QUIREMENTS, ETC.) AND FOR TAX NOWLEDGES THAT BROKER DOES THERWISE) BY BROKER ARE BASE :RSONAL VERIFICATION OF THE RE ECTORS AND GOVERNMENTAL AG S THAT MATERIALLY AFFECT PROF	ACTS AND REPRESENTATIONS THE OR LEGAL ADVICE (FOR EXAMPL ROPERTY AND TRANSACTION, SOLD PROPERTY CONDITION, ENVIRONOT OCCUPY THE PROPERTY AND ON SELLER REPRESENTATION, PRESENTATION, BUYER AGREES ENCIES FOR VERIFICATION OF THE	IAT ARE E, TATUS OF NMENTAL AND ND THAT ALL S OR PUBLIC TO RELY
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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: September 24, 2024

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale

Agreement for the Purchase of the Piplack Parcel; Wakulla County

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 Piplack Parcel in Wakulla 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, and subject to availability of funds in the FY 2024-25 budget.

Background

Staff obtained one appraisal and review appraisal for the fee simple purchase of the Piplack 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 10.75 acres +\- in Wakulla County located north of the E. Guy Revell, Jr. Nature Trail Conservation Area as shown on the attached maps from Mr. Donald O. Piplack. Acquisition of this parcel will be an addition to District ownership in Wakulla County, if approved. This parcel is located in Primary Focus Area 2 and the Wakulla/Spring Creek Spring Group Groundwater Contribution Area.

<u>Purchase Price</u>. The purchase price negotiated by staff for the fee simple purchase of the 10.75 acres +\- is \$40,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2024-25 budget for this acquisition.

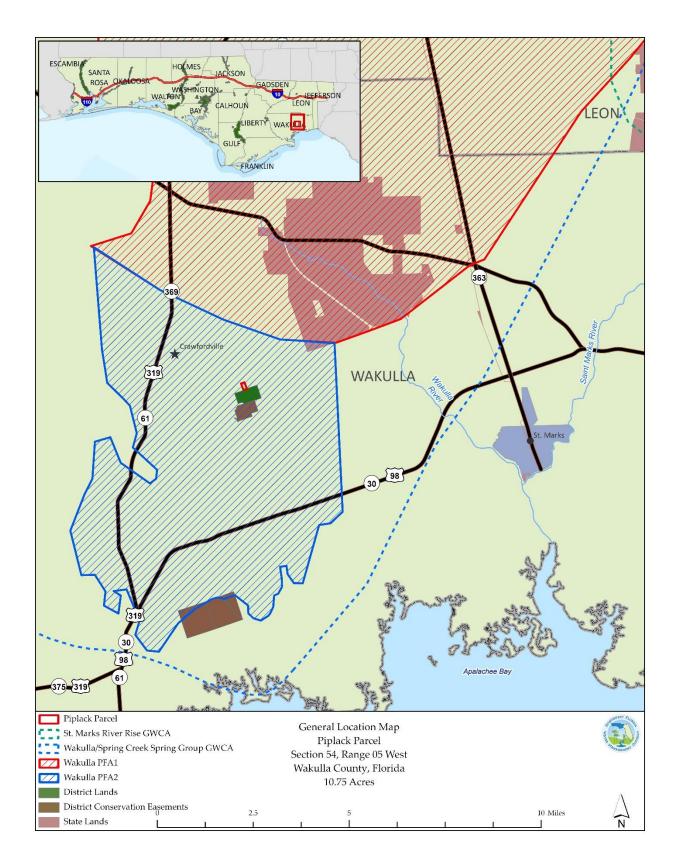
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$2,648.

<u>Survey</u>. The District will have a survey on this parcel, not to exceed \$10,000.

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

<u>Title Insurance</u>. The District will pay for the cost of the title exam and premium estimated at \$435 and recording fees estimated not to exceed \$27. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____day of October, 2024, between **DONALD O. PIPLACK**, whose mailing address is P.O. Box 266, Crawfordville, FL 32326, referred to herein 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. <u>Purchase and Sale/The Property</u>. 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 Wakulla County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.
- 2. <u>Interest Conveyed.</u> 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 Forty Thousand and 00/100 Dollars (\$40,000.00).

4. INTENTIONALLY OMITTED

- 5. <u>Title Insurance</u>. 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. <u>Survey</u>. Purchaser will obtain a current survey of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the survey, and such objections

shall be treated in the same manner as an objection to title. The cost of the survey 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. <u>Closing Documents</u>. The Closing will take place on or before January 31, 2025, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd 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 January 31, 2025. 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. <u>Expenses/Taxes and Assessments</u>. 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 April 24, 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.
- (1) The Property is substantially in the same condition as existed on April 24, 2024. Since April 24, 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. <u>Inspection/Possession</u>. 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. <u>Assignment</u>. This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.
- 15. <u>Successors in Interest/References</u>. 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. <u>Time</u>. 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. <u>Waiver</u>. 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. <u>Addendum/Exhibits</u>. 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. <u>Notices to Parties</u>. 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: Donald O. Piplack

P.O. Box 266

Crawfordville, FL 32326

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 Donald O. Piplack. 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. <u>Survival</u>. 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. <u>Conditions</u>. 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 survey, 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. <u>Timber Inventory</u>. 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. <u>Invitation to Offer</u>. 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 October 10, 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: Donald O. Piplack	By: George Roberts, Chair
Date:	Date:

EXHIBIT A

(Legal Description)

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

A parcel of land in John Piplack's Subdivision being a subdivision of Lot 54 of Hartsfield's Survey, containing approximately 10.75 acres in the Southwest 1/4 of Lot #6 of John Piplack Subdivision being located in Wakulla County, Florida.

EXHIBIT B

(Warranty Deed)

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

WARRANTY DEED

THIS WARRANTY DEED is made as of the _____ day of ______, 2025 by and between **DONALD O. PIPLACK**, a single man (the "Grantor"), whose address is: P.O. Box 266, Crawfordville, FL 32326, and the **Northwest Florida Water Management District** (the "Grantee"), whose address is: 81 Water Management Drive, Havana, FL 32333.

WITNESSETH:

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 Wakulla County, Florida (the "Property"):

A parcel of land in John Piplack's Subdivision being a subdivision of Lot 54 of Hartsfield's Survey, containing approximately 10.75 acres in the Southwest 1/4 of Lot #6 of John Piplack Subdivision being located in Wakulla County, Florida.

Parcel ID No.: 00-00-054-000-09917-000

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 2025 and subsequent years.

The Property is NOT the homestead of the Grantor.

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:	GRANTOR:
By:	By:
Print Name:	Donald O. Piplack
Address:	•
By:	
Print Name:	
Address:	

STATE OF	
COUNTY OF	
C C	acknowledged before me by means of \square physical presence or \square , 2025, by Donald O. Piplack. Such person(s) did not licable 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 Donald O. Piplack, referred to herein as "Grantor", who, being first duly sworn, depose and say that:

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

A parcel of land in John Piplack's Subdivision being a subdivision of Lot 54 of Hartsfield's Survey, containing approximately 10.75 acres in the Southwest 1/4 of Lot #6 of John Piplack Subdivision being located in Wakulla County, Florida

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

- 2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2025, 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 April 24, 2024. Since April 24, 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).

Income Tax Regulations).	
The Federal Tax Identification/Social Security Number of the Grantor is:	
Donald O. Piplack:	

- 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:
Donald O. Piplack
Sworn to and subscribed before me by means of \square physical presence or \square online
notarization, this day of, 2025, by Donald O. Piplack.
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

Paul Thorpe, Director, Resource Management Division

Kathleen Coates, Deputy Director, Resource Management Division

FROM: Jerrick Saquibal, Chief, Bureau of Resource Projects & Planning

DATE: September 24, 2024

SUBJECT: Consideration of Consultant Selections and Agreements for RFP 24-002, Waterway

Debris Removal

Recommendation

Staff recommends the Governing Board approve the selection committee's results provided in Table 1 and authorize the Executive Director to negotiate and execute agreements with the six highest-ranked firms, pending legal counsel review.

Background

On August 12, 2024, the District issued a Request for Proposals (RFP) for Waterway Debris Removal (RFP 24-002). This RFP was issued to provide contractual services for removal and disposal of debris from streams, shorelines, lakes, and other waterbodies.

Ten proposals were received on September 12, 2024. Of the proposals received, nine were determined to be responsive and evaluated by the selection committee using six predefined selection criteria. The committee's selection scores are provided below in Table 1. The six highest-ranked firms are (1) Phillips & Jordan, Inc., (2) Zulu Marine Services, Inc., (3) Live Flyer, Inc., (4) Southern Disaster Recovery, LLC, (5) TFR Enterprises, Inc., and (6) Adventure Environmental, Inc.

Table 1 - Consultant Selection Scores - RFP 24-002

Firm	Total Score	Avg. Score
*Phillips & Jordan, Inc.	281	93.667
*Zulu Marine Services, Inc.	278	92.667
*Live Flyer, Inc.	276	92.000
*Southern Disaster Recovery, LLC	271	90.333
*TFR Enterprises, Inc.	271	90.333
*Adventure Environmental, Inc.	263	87.667
Looks Great Services of MS, Inc.	229	76.333
FreshCoastal, LLC	208	69.333
Salgado Tree Trimming, LLC	193	64.333

^{*}Highest Ranked Firms

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

FROM: Kathleen Coates, Deputy Director, Resource Management Division

DATE: September 24, 2024

SUBJECT: Region II Regional Water Supply Plan Update

Discussion

Florida Statutes require water management districts to evaluate the need for regional water supply planning every five years. The 2023 Water Supply Assessment (WSA) update was approved by the Governing Board on December 14, 2023. Pursuant to Section 373.709, Florida Statutes, and based on the findings of the 2023 WSA update, the Governing Board determined the regional water supply plan (RWSP) for Region II (Okaloosa, Santa Rosa, and Walton counties) should be continued.

Region II is the District's largest and fastest growing water supply planning region. The 2020 seasonally adjusted population estimate of 521,991 is expected to climb 33 percent to 691,940 by 2045. Walton County has the fastest growing population in the District and is projected to be more than double the 2020 Bureau of Economic and Business Research (BEBR) estimated population by the end of the planning period. Water use was estimated to total 76 mgd in 2020 and is projected to increase 40 percent to 107 mgd by 2045, an increase of 31 mgd. Public supply and recreational water uses are expected to remain the largest use sectors through the 2045 planning horizon.

A RWSP has been in place for Region II since 2000 due to the potential for saltwater intrusion to affect the sustainability of the Floridan aquifer. The development of inland wellfields during 2000-2010 reduced reliance on the Floridan aquifer in coastal areas. The redistribution of coastal Floridan aquifer pumping to inland areas enabled aquifer levels to partially recover between 2000 and 2020. However, a significant cone of depression in the Floridan aquifer potentiometric surface is still present and long-term risks of saltwater intrusion remain. Additionally, increased inland pumping of the Floridan aquifer has expanded water level drawdowns, and water levels now fluctuate below sea level in central Walton County.

The 2024 Region II RWSP, which is being developed, will identify water supply needs, projects, and activities needed to meet future water demands through 2045 while sustaining water resources and related natural systems. Implementation of water resource development and water supply development projects, noted below, by the District, utilities, local governments, and other project partners represents a substantial investment of human and financial resources to support the region.

Alternative water supply sources will be needed to meet growing demands and reduce reliance on the Upper Floridan aquifer system. Expanded reuse and water conservation measures will be important components to meeting future water demands.

Based on information compiled to date, more than 100 potential water supply development projects are being proposed by Region II utilities and self-suppliers at a total cost exceeding \$400 million. These projects include water supply, storage, transmission, and pumping facilities. Water resource development projects to be implemented by the District include regional-scale groundwater evaluations; hydrogeologic investigations; minimum flows and minimum water levels (MFL) technical assessments for Shoal River and Morrison Spring; continued technical support for development of reclaimed water, conservation, and aquifer storage and recovery; and continuing hydrologic data collection and regional water supply planning.

The development of the 2024 Region II RWSP is being conducted in an open public process, with opportunities for input from local planning officials; water, wastewater, and reuse utilities; state partners; and other affected and interested parties. The first workshop was held with public supply utilities, local governments and other interested parties in January 2024. Staff plan to provide an update to the Regional Utilities board and technical advisory committee on October 14, 2024. The next public workshop is planned for late October 2024. The draft Region II RWSP document is anticipated to be completed by early November and posted for public comment. The final Region II RWSP is anticipated to be presented to the Governing Board for approval in January 2025.



J. Breck Brannen

Attorney at Law

Phone: (850) 222-3533 Fax: (850) 222-2126

breck@penningtonlaw.com

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: October 2, 2024

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 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 declaratory relief, injunctive relief, compensatory damages in the amount of \$2,000,000 and punitive damages in the amount of \$18,000,000.

The complaint has been served on Mr. Brannen but has not yet been served on the District or Mr. Pate.

The District's insurance carrier is providing defense counsel for the District, Mr. Pate and Mr. Brannen and said counsel plans to vigorously defend the allegations and claims.