

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, February 13, 2025
700 US Highway 331 South
DeFuniak Springs, FL 32333**

1. Opening Ceremonies

Called to order at 1:04 p.m.

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

Present: Nick Patronis, Secretary-Treasurer; John Alter; Gus Andrews; Ted Everett; Kellie Ralston; Anna Upton

Absent: George Roberts, Chair; Jerry Pate, Vice Chair

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

None.

Public comment was given by Christy McElroy regarding wetland concerns in Port St. Joe.

4. Consideration of the following Items Collectively by Consent:

MOTIONED BY GUS ANDREWS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE ITEMS A, B, C, D, E AND F 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 January 9, 2025

Approve the Minutes for January 9, 2025, Governing Board meeting.

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

Approve the Financial Reports for the Month of December 2024.

C. Approval of Amendment No. 1 to the 2025 Governing Board Meeting Schedule

Approve Amendment No. 1 to the 2025 Governing Board meeting schedule

D. 2024-2025 Delegation of Spending Authority for District Heavy Equipment

Approve and provide the Executive Director with spending authority in an amount not to exceed \$360,000 for heavy equipment purchases in FY 2024-2025.

E. Consideration of Grant Funding to Augment the EPA's 2025 National Coastal Condition Assessment for the Choctawhatchee Watershed and the St. Andrew Bay Watershed

Authorize the Executive Director to execute agreements with the Florida Department of Environmental Protection, Choctawhatchee Basin Alliance and the St. Andrew and St. Joseph Bays Estuary Program to receive and provide a total of \$150,000 in Florida Coastal Management Program grant funding.

F. Approval of Resolution No. 951 Declaring 40 Acres of District Land as Surplus for Exchange with Stella Davis Plantation Trust

Approve and adopt Resolution No. 951 declaring approximately 40 acres of District land located in Walton County as surplus for exchange with Stella Davis Plantation Trust for approximately 80 acres and make a determination that the District parcel for this exchange is no longer needed for the purposes for which it was acquired, but instead is best used for an exchange of property and a conservation easement will be retained on the District parcel.

5. Consideration of Employee Health and Life Insurance

MOTIONED BY GUS ANDREWS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO SELECT AND NEGOTIATE EMPLOYEE HEALTH AND LIFE INSURANCE POLICIES, AND THE ANCILLARY BENEFITS FOR THE YEAR BEGINNING APRIL 1, 2025, AND ENDING MARCH 31, 2026. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of ITB 25B-005 for District Road Repair Services

MOTIONED BY GUS ANDREWS, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD AWARD UP TO \$158,209.00 IN DISTRICT ROAD REPAIR SERVICES TO VENDORS DEEMED RESPONSIVE TO ITB 25B-005 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH CONTRACTORS SUBMITTING THE LOWEST BID PER ROAD, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Public Hearing for Regulatory Matters

Called to order at 1:17 p.m.

A. Permit Modification

A-1 Applicant: Lesley Leonard, Pace Water Systems, Inc.
App. No.: 2B-113-63-10
Use: Public Supply

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE APPLICATION NO. 2B-113-63-10, LESLEY LEONARD, PACE WATER SYSTEMS, INC., 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.

8. Public Hearing on Consideration of Florida Forever Water Management District Work Plan

Called to order at 1:20 p.m.

MOTIONED BY GUS ANDREWS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FOREVER WATER MANAGEMENT DISTRICT WORK PLAN. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Recommended Minimum Flow for Middle Econfina Creek Including Gainer Spring, Williford Spring, and Sylvan Spring Groups

Informational purposes only.

10. 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

11. Executive Director Report

Meeting was adjourned at 1:32 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending January 31, 2025

Balance Forward - Operating Funds	\$31,708,898.80	
Operating Funds Received in current month:		
Revenue Receipts, Current	\$ 779,939.68	
Contracts Receivable	5,645,981.81	
Other Deposits/Refunds/Adjustments	20,076.23	
Transfers from Lands Accounts	19,157.50	
Total Deposits during month	6,465,155.22	
Total Deposits and Balance Forward		\$ 38,174,054.02
Disbursements:		
Employee Salaries	515,657.64	
Employee Benefits	296,600.34	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	282,358.23	
Operating Expenses - Services	165,024.40	
Operating Expenses - Commodities	29,125.42	
Operating Capital Outlay	1,541,646.75	
Grants and Aids	107,599.09	
Total Operating Expenses during month	2,938,011.87	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	15,356.93	
Total Funds Disbursed by check during month	2,953,368.80	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition/Cypress Account	0.00	
Total Funds Disbursed		2,953,368.80
Cash Balance Operating Funds at month end		\$ 35,220,685.22
Operating Depositories:		
Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	6,451,919.79	
Payroll Account	6,000.00	
Passthrough (EFT) Account	0.00	
Investment Accounts:		
Fla. Board of Administration @ 4.57 %		
General Fund	9,041,952.74	
Lands Fee Fund	3,462,338.22	
Ecosystem TF	193.41	
Water Prot. & Sust. Program TF	293.58	
Okaloosa Regional Reuse	103,027.17	
Mitigation Fund	16,154,710.06	
Total Operating Depositories at month end		\$ 35,220,685.22

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending January 31, 2025

Land Acquisition Funds:

Fla. Board of Administration @ 4.57 %	\$	294,596.42	
Total Land Acquisition Funds			294,596.42

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 4.57 %		44,640.11	
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Fla. Board of Administration Cypress Springs R&M Account @ 4.57 %		863,762.84	
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Total Restricted Land Management Funds			<u>908,402.95</u>
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Total Land Acquisition, and Restricted Management Funds			<u>1,202,999.37</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u>\$ 1,202,999.37</u>
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Approved: _____
 Chairman or Executive Director

Date: March 12, 2025

**Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending January 31, 2025
(Unaudited)**

	Current Budget	Actuals Through 1/31/2025	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 4,025,000	\$ 3,165,189	\$ (859,811)	79%
Intergovernmental Revenues	102,271,467	-	(102,271,467)	0%
Interest on Invested Funds	96,250	532,518	436,268	553%
License and Permit Fees	655,000	181,135	(473,865)	28%
Other	1,159,363	147,502	(1,011,861)	13%
Fund Balance	28,816,044		(28,816,044)	0%
Total Sources	\$ 137,023,124	\$ 4,026,344	\$ (132,996,780)	3%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 9,213,763	\$ 1,315,612	\$ 2,783,144	\$ 5,115,007	14%	44%
Acquisition, Restoration and Public Works	85,845,195	1,850,253	19,283,876	64,711,066	2%	25%
Operation and Maintenance of Lands and Works	10,462,419	2,095,946	3,017,919	5,348,554	20%	49%
Regulation	4,833,522	1,257,681	185,997	3,389,844	26%	30%
Outreach	165,926	50,912	410	114,604	31%	31%
Management and Administration	3,149,707	784,374	68,096	2,297,237	25%	27%
Total Uses	\$ 113,670,532	\$ 7,354,777	\$ 25,339,441	\$ 80,976,314	6%	29%
Reserves	23,352,592			23,352,592	0%	0%
Total Uses and Reserves	\$ 137,023,124	\$ 7,354,777	\$ 25,339,441	\$ 104,328,906	5%	24%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of January 31, 2025, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 SCHEDULE OF DISBURSEMENTS
 GENERAL FUND
 JANUARY 2025

CHECKS	01/03/2025	\$	125,903.05
ACH TRANSFERS	01/03/2025		104,027.59
DIRECT DISBURSMENT	01/03/2025		87,702.73
VOID CHECKS	01/07/2025		-550.00
CHECKS	01/10/2025		139,174.27
ACH TRANSFER	01/10/2025		10,910.66
VOID CHECKS	01/14/2025		-393.65
CHECKS	01/17/2025		94,914.13
ACH TRANSFER	01/17/2025		126,874.85
DIRECT DISBURSEMENT	01/17/2025		49,501.73
CHECKS	01/24/2025		18,396.02
ACH TRANSFER	01/24/2025		38,143.84
DIRECT DISBURSEMENT	01/24/2025		1,385,030.75
VOID CHECKS	01/29/2025		-395.00
CHECKS	01/31/2025		40,716.93
ACH TRANSFERS	01/31/2025		97,204.28
RETIREMENT	01/31/2025		105,764.94
			2,422,927.12
			\$ 2,422,927.12

Chairman or Executive Director

March 12, 2025
 Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5127	ALAN JAY FLEET SALES	1/3/2025	52,884.00	FY24-25 REG FORD F-150'S
5127	ALAN JAY FLEET SALES	1/3/2025	52,884.00	FY24-25 REG FORD F-150'S
5768	ALFORD BROTHERS INC	1/3/2025	55.90	MINOR REPAIRS FOR REG VEHICLES
2992	BANK OF AMERICA	1/3/2025	443.21	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	1/3/2025	1,116.20	NOVEMBER 2024 ACCOUNT ANALYSIS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/3/2025	728.92	BCBS MEIDCARE
5131	CITY OF DEFUNIAK SPRINGS	1/3/2025	241.23	CITY OF DEFUNIAK SPRINGS WATER/SEWER
391	GADSDEN COUNTY TAX COLLECTOR	1/3/2025	239.10	TAG/REGISTRATION FOR FY24-25 REG TRUCKS
391	GADSDEN COUNTY TAX COLLECTOR	1/3/2025	119.55	TAG/REGISTRATION FOR F-24-25 MITIGATION F-350
3282	W.W. GRAINGER, INC.	1/3/2025	1,434.64	HOSE REEL AND STATION CONSTRUCTION MATERIALS
1701	GULF ATLANTIC CULVERT COMPANY, INC	1/3/2025	2,452.00	DUTEX CULVERT
2291	GULF COAST ELECTRIC COOPERATIVE,INC	1/3/2025	357.44	ELECTRIC SERVICE EFO
6097	ODOM SEPTIC TANK	1/3/2025	1,600.00	PITT SPRING RECREATION AREA RR PUMPOUT
64	PANAMA CITY NEWS HERALD	1/3/2025	95.53	LEGAL AD - WATER USE PERMITS
4832	SUN LIFE FINANCIAL	1/3/2025	5,613.14	SUNLIFE ACCT 4 - DENTAL
4832	SUN LIFE FINANCIAL	1/3/2025	46.90	SUNLIFE ACCT 5 - PREPAID DENTAL
4834	SUN LIFE FINANCIAL	1/3/2025	84.69	EMPLOYEE ASSISTANCE PROGRAM
4834	SUN LIFE FINANCIAL	1/3/2025	1,083.50	SUNLIFE ACCT 1 - AD&D
4834	SUN LIFE FINANCIAL	1/3/2025	2,712.77	SUNLIFE 2 - VOL LIFE
4833	SUN LIFE FINANCIAL	1/3/2025	1,007.31	SUNLIFE ACCT 3 - VOL LTD
5250	SUN LIFE FINANCIAL - VISION	1/3/2025	591.14	SUNLIFE ACCT 6 - VISION
4038	WINDSTREAM COMMUNICATIONS	1/3/2025	111.88	800 NUMBERS AND LONG DISTANCE
TOTAL CHECKS			\$ 125,903.05	
3293	ANGUS G. ANDREWS, JR.	1/3/2025	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5987	BOING US HOLDCO INC	1/3/2025	1,152.00	CARWASH AT DEFUNIAK SPRINGS
1617	CAPITAL HEALTH PLAN	1/3/2025	88,732.02	CHP MEDICAL
5749	DUMPSTER SERVICES LLC	1/3/2025	550.00	30 YARD ROLL OFF DUMPSTER
76	LEON COUNTY PROPERTY APPRAISER	1/3/2025	2,176.92	2ND QTR FY 24-25
5802	MURPHY CASSIDY DIESEL REPAIRS	1/3/2025	127.72	MINOR REPAIRS FOR REG VEHICLES
5950	PRESS PRINT GRAPHICS LLC	1/3/2025	2,456.20	RECREATION AREA SIGNAGE
3482	SANTA ROSA COUNTY LANDFILL	1/3/2025	17.86	SOLID WASTE/LANDFILL SERVICES
5651	SGS TECHNOLOGIE, LLC	1/3/2025	373.33	WEB HOSTING AND MAINTENANCE CONTRACT#19-022
4799	STAPLES CONTRACT & COMMERCIAL, INC.	1/3/2025	168.64	OFFICE SUPPLIES
5218	WAGeworks, INC.	1/3/2025	147.90	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
TOTAL ACH DISBURSEMENTS			\$ 104,027.59	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/3/2025	2,125.75	BCBS RETIREE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/3/2025	1,022.02	BCBS RETIREE

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	1/3/2025	84,554.96	BCBS MEDICAL
TOTAL DIRECT DISBURSMENTS			\$ 87,702.73	
TOTAL AP			\$ 317,633.37	
95	AT&T	1/10/2025	658.38	PHONE SERVICES EFO
4676	CITY OF MILTON FLORIDA	1/10/2025	85.56	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	1/10/2025	42.08	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	1/10/2025	49.75	LAKESHORE AND I-10
5749	DUMPSTER SERVICES LLC	1/10/2025	550.00	30 YARD ROLL OFF DUMPSTER
5749	DUMPSTER SERVICES LLC	1/10/2025	550.00	30 YARD ROLL OFF DUMPSTER
5787	DYLAN RYALS-HAMILTON	1/10/2025	182.00	TRAVEL REIMBURSEMENT
4748	EAST MILTON WATER SYSTEM	1/10/2025	41.40	WATER MILTON OFFICE
916	FPL NORTHWEST FLORIDA	1/10/2025	155.68	MILTON ELECTRIC
916	FPL NORTHWEST FLORIDA	1/10/2025	392.86	DEFUNIAK ELECTRIC
6084	HELTON-JHONSON INC	1/10/2025	4,500.00	TRANSMISSION REPLACEMENT FOR WMD-96837
5246	HOLLEY-NAVARRE WATER SYSTEM, INC.	1/10/2025	107,599.09	SOUTH SANTA ROSA REUSE PHASE I
3193	INSURANCE INFORMATION EXCHANGE	1/10/2025	129.18	BACKGROUND SCREENING
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	222.09	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	93.43	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	196.89	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	160.50	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	3.07	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	101.19	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	97.90	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	156.20	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	150.21	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	129.13	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	1/10/2025	154.49	KONICA MINOLTA COPIER LEASE R&M
3266	LOWE'S COMPANIES INC.	1/10/2025	345.23	ITEMS FOR RECREATIONAL AREAS AND OFFICE
3266	LOWE'S COMPANIES INC.	1/10/2025	259.02	GENERAL SUPPLIES
288	OKALOOSA CO. PROPERTY APPRAISER	1/10/2025	1,717.53	2ND QTR FY 24-25
5933	ROGERS BROTHERS LAND CLEARING LLC	1/10/2025	2,449.75	ROAD REPAIR MATERIALS - PITT SPRING REC AREA
110	TALQUIN ELECTRIC COOPERATIVE, INC.	1/10/2025	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	1/10/2025	440.80	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	1/10/2025	2,783.95	ELECTRIC HQ
6058	TRIOAK ENTERPRISE LLC	1/10/2025	10,500.00	TRUCK BED FOR F-350 CHASSIS CAB
3941	TYLER TECHNOLOGIES, INC.	1/10/2025	426.24	CHECK STOCK
4557	VERIZON WIRELESS	1/10/2025	1,235.74	CELL PHONES AND JETPACKS
75	WALTON COUNTY PROPERTY APPRAISER	1/10/2025	2,307.88	2ND QTR FY 24-25

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4626	WASTE PRO OF FLORIDA, INC	1/10/2025	218.55	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
TOTAL CHECKS			\$ 139,174.27	
2417	BEARD EQUIPMENT COMPANY, INC.	1/10/2025	1,920.89	JD650 DOZER R&M
5450	CAITLIN BRONGEL	1/10/2025	266.47	TRAVEL REIMBURSEMENT
6104	COURTNEY TRIPLETT	1/10/2025	146.00	TRAVEL REIMBURSEMENT
5065	DUC LE	1/10/2025	182.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	1/10/2025	400.00	LAND MANAGEMENT DATABASE
3942	A & W VENTURES, L.C.	1/10/2025	305.00	PORTABLE ADA TOILET FOR PHIPPS PARK
6103	JOEL EALUM	1/10/2025	116.00	TRAVEL REIMBURSEMENT
4305	DANA PALERMO	1/10/2025	188.00	TRAVEL REIMBURSEMENT
5632	THE PRAETORIAN GROUP	1/10/2025	2,122.00	CONTINUING EDUCATION
5947	PREVENTIA SECURITY LLC	1/10/2025	75.00	DEFUNIAK OFFICE FIRE/ALARM
1180	PRIDE ENTERPRISES	1/10/2025	65.62	ENVELOPES
3482	SANTA ROSA COUNTY LANDFILL	1/10/2025	11.27	SOLID WASTE/LANDFILL SERVICES
5651	SGS TECHNOLOGIE, LLC	1/10/2025	373.33	WEB HOSTING AND MAINTENANCE CONTRACT#19-022
4091	THE SHOE BOX	1/10/2025	179.08	GENERAL SAFETY BOOTS
6086	TOTAL CLEANING OF NWFL LLC	1/10/2025	480.00	JANITORIAL SERVICES EFO
5365	AARON WAITS	1/10/2025	110.00	TRAVEL REIMBURSEMENT
5710	BRANDON WINTER	1/10/2025	182.00	TRAVEL REIMBURSEMENT
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	200.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	1/10/2025	225.00	RENTAL & SERVICE FOR PORTABLE
TOTAL ACH DISBURSEMENTS			\$ 10,910.66	
TOTAL AP			\$ 150,084.93	
4923	JOHN ALTER	1/17/2025	112.14	TRAVEL REIMBURSEMENT
5617	CLOUD AUTO PARTS, INC.	1/17/2025	427.00	DIESEL EXHAUST FLUID

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/17/2025	28.14	FAR AD - RFP 25-001
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/17/2025	29.82	FAR AD FEES FOR ITBS, RFPS & PUBLIC NOTICES FOR ASM
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/17/2025	29.68	LEGAL ADS FOR GOVERNING BOARD
391	GADSDEN COUNTY TAX COLLECTOR	1/17/2025	239.10	TAG/REGISTRATION FOR FY24-25 REG TRUCKS
391	GADSDEN COUNTY TAX COLLECTOR	1/17/2025	119.55	TAG/REGISTRATION FOR F-24-25 MITIGATION F-350
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	1/17/2025	2,114.25	HQ SECURITY MONITORING AND MAI
3003	HAVANA FORD, INC.	1/17/2025	83.30	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
4724	IDW LLC	1/17/2025	479.90	VALUPROX ID CARDS
5599	KEITH MCNEILL PLUMBING CONTRACTOR, INC	1/17/2025	450.00	RUNNING PO FOR MINOR PLUMBING AROUND HQ
6107	MOMSHE'S CLEANERS LLC	1/17/2025	1,099.00	JANITORIAL SERVICES FOR DFO
5550	NORTHSTAR CONTRACTING GROUP, INC.	1/17/2025	4,430.00	PHASE I ESA
6101	RECOVERY CONSTRUCTION LLC	1/17/2025	2,475.00	ROAD/TRAIL REPAIRS
5933	ROGERS BROTHERS LAND CLEARING LLC	1/17/2025	43,020.04	DISTRICT ROAD REPAIR SERVICES
5933	ROGERS BROTHERS LAND CLEARING LLC	1/17/2025	2,400.00	ROAD GRADING - ECONFINA CREEK WMA
6068	SAM GONZALEZ	1/17/2025	35.00	WELLS REFUND 318239-1 REDO FOR OVERPAYMENT
3568	THOMPSON TRACTOR CO., INC.	1/17/2025	4,087.21	MULCHER TEETH FOR ID#02371
4358	UNIVERSITY OF FLORIDA (IFAS)	1/17/2025	33,255.00	FOR ASSESSING NUTRIENT RELEASE
TOTAL CHECKS			\$ 94,914.13	
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	1/17/2025	17,481.00	AGREEMENT FOR PRESCRIBED BURNI
3586	ATTACK-ONE FIRE MANAGEMENT SVCS, INC	1/17/2025	34,197.00	AGREEMENT FOR PRESCRIBED BURNI
2417	BEARD EQUIPMENT COMPANY, INC.	1/17/2025	4,044.82	REPLACEMENT TRACKS - SKID STEER
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1/17/2025	1,516.68	LAW ENFORCEMENT/SECURITY SERVI
5951	D3 AIR AND SPACE OPERATIONS INC	1/17/2025	1,640.00	STAFF AUGMENTATION
3002	FLORIDA STATE UNIVERSITY	1/17/2025	1,128.93	OFFSITE DATA STORAGE
5925	IAN WATERS	1/17/2025	126.00	TRAVEL REIMBURSEMENT
3603	JIM STIDHAM & ASSOCIATES, INC.	1/17/2025	11,424.00	AGREEMENT FOR AS NEEDED SERVIC
3603	JIM STIDHAM & ASSOCIATES, INC.	1/17/2025	4,438.00	AGREEMENT FOR AS NEEDED SERVIC
5368	KOUNTRY RENTAL NWF, INC.	1/17/2025	8,990.00	SERVICE FOR PORTABLE TOILETS-C
6106	MICHAEL GREEN	1/17/2025	162.00	TRAVEL REIMBURSEMENT
3813	PENNINGTON, P.A.	1/17/2025	75.00	TITLE SEARCH
3813	PENNINGTON, P.A.	1/17/2025	9,425.00	DECEMBER LEGAL COUNSEL
5533	REGISTER'S ENTERPRISES OF BAY COUNTY, LLC	1/17/2025	10,000.00	DOG 17 - ROAD REPAIR MATERIALS
3960	GEORGE ROBERTS	1/17/2025	89.00	TRAVEL REIMBURSEMENT
6105	RYAN BARROW	1/17/2025	182.00	TRAVEL REIMBURSEMENT
4091	THE SHOE BOX	1/17/2025	400.00	SHOEBOX ORDER
5903	STARSKY HARRELL	1/17/2025	162.00	TRAVEL REIMBURSEMENT
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	1/17/2025	4,481.90	RECREATION SITE CLEAN UP AND M
3454	USDA, APHIS, WILDLIFE SERVICES	1/17/2025	1,435.35	AGREEMENT FOR NUISANCE WILDLIF
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	1/17/2025	14,457.60	LAW ENFORCEMENT/SECURITY ON DI

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
6075	WILLIAM CAMPBELL PAYNE	1/17/2025	1,018.57	TUITION REIMBURSEMENT
TOTAL ACH DISBURSEMENTS			\$ 126,874.85	
2967	BANK OF AMERICA	1/17/2025	24.99	TALLAHASSEE DEMOCRAT DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	1/17/2025	19.99	PENSACOLA NEWS JOURNAL DIGITAL SUBSCRIPTION
2967	BANK OF AMERICA	1/17/2025	81.58	AMAZON OFFICE SUPPLIES
2967	BANK OF AMERICA	1/17/2025	421.01	REPAIRS TO TRAILER BRAKES ON WMD96883
2967	BANK OF AMERICA	1/17/2025	232.14	RMD UNIFORMS - AMAZON
2967	BANK OF AMERICA	1/17/2025	21.96	AMAZON - VEHICLE KEY TAGS
2967	BANK OF AMERICA	1/17/2025	298.81	REG CALENDAR ORDER - AMAZON
2967	BANK OF AMERICA	1/17/2025	7,033.25	DECEMBER 2024 P-CARD CHARGES
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT #321916-1
5944	REFUND NIC	1/17/2025	70.00	ROBERT ZAHURAK P310744 OVERPMT REFUND
5944	REFUND NIC	1/17/2025	320.00	DAVID MELVIN 321991 WITHDRAWAL REFUND
5944	REFUND NIC	1/17/2025	25.00	REFUND - OVERPAID APIARY FEES
5944	REFUND NIC	1/17/2025	10.00	REFUND FOR WITHDRAWN PERMIT# 321891-1
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT #321892-1
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT# 321896-1
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT 321898-1
5944	REFUND NIC	1/17/2025	10.00	REFUND FOR WITHDRAWN WELL PERMIT# 321897-1
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMI# 321917-1
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT# 321918
5944	REFUND NIC	1/17/2025	10.00	REFUND WITHDRAWN WELL PERMIT# 321915-1
5944	REFUND NIC	1/17/2025	100.00	HANNAH COOPER P322073 WITHDRAWAL REFUND
5944	REFUND NIC	1/17/2025	320.00	P322110 ALEXUS XIONG WITHDRAWAL REFUND
5944	REFUND NIC	1/17/2025	10.00	REFUND FOR DUPLICATE PAYMENT, PERMIT# 321931-1
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	1/17/2025	40,433.00	CLOSING FUNDS FOR THE PIPLACK AQUISITION
TOTAL DIRECT DISBURSEMENTS			\$ 49,501.73	
TOTAL AP			\$ 271,290.71	
5131	CITY OF DEFUNIAK SPRINGS	1/24/2025	242.93	CITY OF DEFUNIAK SPRINGS WATER/SEWER
6092	CREEKSIDE FARM & OUTDOORS LLC	1/24/2025	1,660.00	FENCING MATERIALS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1/24/2025	1,975.62	LABORATORY ANALYSIS - ECONFINA COLIFORM
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1/24/2025	9,742.08	LAB ANALYSIS - GW QUALITY TREND AND MFL MONITORING
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/24/2025	32.48	FAR AD - RWSP WORKSHOPS
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/24/2025	27.44	LEGAL ADS FOR GOVERNING BOARD
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/24/2025	29.40	FAR AD FEES FOR ITBS, RFPS & PUBLIC NOTICES FOR ASM
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	1/24/2025	26.04	RULEMAKING NOTICES

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5474	HATCHER PUBLISHING INC	1/24/2025	90.80	LEGAL AD - WATER USE PERMITS
5965	NIC SERVICES	1/24/2025	543.84	ONLINE PAYMENT CHARGES
523	SANTA ROSA PRESS GAZETTE	1/24/2025	93.70	LEGAL AD - WATER USE PERMITS
5764	SOUTHERN CLEANING SUPPLY LLC	1/24/2025	669.50	CLEANING SUPPLIES EFO
6058	TRIOAK ENTERPRISE LLC	1/24/2025	2,469.97	FUEL TRANSFER TANK AND TOOL BOX - WMD97175
3941	TYLER TECHNOLOGIES, INC.	1/24/2025	593.41	TAX FORMS FOR 2024
6072	KENT SMITH MEDIA LLC	1/24/2025	86.70	NOTICE OF RULE DEVELOPMENT
4038	WINDSTREAM COMMUNICATIONS	1/24/2025	112.11	800 NUMBERS AND LONG DISTANCE
TOTAL CHECKS			\$ 18,396.02	
5999	DOUBLE B TRUCKING LLC	1/24/2025	23,590.33	DISTRICT ROAD REPAIRS
4807	WEX BANK	1/24/2025	236.50	NEW GPS UNIT FOR FLEET VEHICLES
4807	WEX BANK	1/24/2025	1,137.15	WEX GPS TRACKING
4807	WEX BANK	1/24/2025	9,904.42	DECEMBER 2024 FUEL CHARGES/SERVICE
2702	FISH AND WILDLIFE	1/24/2025	1,219.22	LAW ENFORCEMENT AND SECURITY O
2701	FLORIDA MUNICIPAL INSURANCE TRUST	1/24/2025	9.00	WC DEDUCTIBLE 10/1/24 - 09/30/25
2268	INNOVATIVE OFFICE SOLUTIONS, INC	1/24/2025	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
4952	LAW, REDD, CRONA & MUNROE, P.A.	1/24/2025	709.50	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
5802	MURPHY CASSIDY DIESEL REPAIRS	1/24/2025	127.72	MINOR REPAIRS FOR REG VEHICLES
2663	PATIENTS FIRST LAKE ELLA MEDICAL CENTER, P.	1/24/2025	98.00	LABORATORY TESTING
3104	SOUTHERN WATER SERVICES, LLC	1/24/2025	275.00	QUARTERLY SAMPLING FOR ECONFINA FIELD OFFICE
TOTAL ACH DISBURSEMENTS			\$ 38,143.84	
5944	REFUND NIC	1/24/2025	35.00	WELLS REFUND 315254 WITHDRAWN
5944	REFUND NIC	1/24/2025	50.00	WELLS REFUND 318228-1 OVERPAYMENT
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	1/24/2025	1,384,945.75	CLOSING WITH TAYLOR ET A1
TOTAL DIRECT DISBURSEMENTS			\$ 1,385,030.75	
TOTAL AP			\$ 1,441,570.61	
2992	BANK OF AMERICA	1/31/2025	1,079.66	DECEMBER 2024 ACCOUNT ANALYSIS
2992	BANK OF AMERICA	1/31/2025	437.36	ONLINE ACCESS TO BANK ACCOUNT
4676	CITY OF MILTON FLORIDA	1/31/2025	85.56	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	1/31/2025	77.73	SEWER MILTON OFFICE
5687	COLLINS LAND SERVICES, INC.	1/31/2025	34,538.14	HURRICANE MICHAEL REPAIR
4748	EAST MILTON WATER SYSTEM	1/31/2025	26.71	WATER MILTON OFFICE
916	FPL NORTHWEST FLORIDA	1/31/2025	671.09	DEFUNIAK ELECTRIC
3266	LOWE'S COMPANIES INC.	1/31/2025	323.31	FIELD TOOLS

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4345	PRIDE ENTERPRISES FORESTRY	1/31/2025	2,945.37	PRIDE FENCING
4068	RING POWER CORPORATION	1/31/2025	532.00	ANNUAL MAINT FOR HQ SERVER GENERATOR
TOTAL CHECKS			\$ 40,716.93	
3269	CDW GOVERNMENT, INC.	1/31/2025	161.46	TOUGHBOOK ORDER FOR LAB
5949	CLAYTON PARTLOW	1/31/2025	2,002.06	TUITION REIMBURSEMENT
45	DMS	1/31/2025	14.07	AIRCARDS AND HOTSPOTS
45	DMS	1/31/2025	7.15	CONFERENCE CALLS
45	DMS	1/31/2025	1,964.27	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	1/31/2025	623.63	DEFUNIAK LOCAL (WEST FL TELEPHONE SVC)
45	DMS	1/31/2025	9,855.51	HEADQUARTERS ETHERNET
45	DMS	1/31/2025	1,488.12	HEADQUARTERS LOCAL (PANAMA CITY PHONE SVC)
45	DMS	1/31/2025	90.04	MILTON LOCAL (GULF BREEZE TELEPHONE SVC)
6083	DYLAN COOK	1/31/2025	819.36	TUITION REIMBURSEMENT
4855	ENVIRON SERVICES INCORPORATED	1/31/2025	2,162.50	JANITORIAL SERVICES FOR HQ
5947	PREVENTIA SECURITY LLC	1/31/2025	231.00	SERVICE CALL FOR DFO BUILDING
5083	S&S ENVIRONMENTAL CONSULTANTS LLC	1/31/2025	1,950.00	PHASE I ESA
3851	SOUTHEASTERN SURVEYING & MAPPING CORP	1/31/2025	2,730.00	SURVEYING SERVICES
4091	THE SHOE BOX	1/31/2025	96.25	REG CLOTHING
3213	SHI INTERNATIONAL CORP	1/31/2025	821.58	MICROSOFT EA ANNUAL PAYMENT - YEAR 3
3213	SHI INTERNATIONAL CORP	1/31/2025	69,855.48	MICROSOFT EA ANNUAL PAYMENT - YEAR 3
5885	SYDNEY BUNCH	1/31/2025	84.00	TRAVEL REIMBURSEMENT
5218	WAGeworks, INC.	1/31/2025	142.80	FLEXIBLE SPENDING ACCOUNT ADMINISTRATION
5060	XTREME LOGISTICS GULF COAST, LLC	1/31/2025	2,105.00	RENTAL & SERVICE FOR PORTABLE
TOTAL ACH DISBURSEMENTS			\$ 97,204.28	
TOTAL AP			\$ 137,921.21	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 SCHEDULE OF DISBURSEMENTS
 PAYROLL
 JANUARY 2025

DIRECT DEPOSIT	01/10/2025	\$	260,918.35
CHECKS	01/10/2025		385.66
FLEX SPENDING TRANSFER	01/10/2025		1,770.91
DIRECT DEPOSIT	01/24/2025		262,083.80
CHECKS	01/24/2025		3,512.05
FLEX SPENDING TRANSFER	01/24/2025		1,770.91
			530,441.68
			\$ 530,441.68

APPROVED:

 Chairman or Executive Director

March 12, 2025

 Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: John Crowe, Chief, Bureau of Hydrologic Assessment, Response & Resilience

DATE: February 25, 2025

SUBJECT: Consideration of Additional Grant Funding for the Groundwater Network Resiliency and Adaptation Plan

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute a grant amendment with the Florida Department of Environmental Protection (DEP) to accept additional funds totaling \$16,000 to implement the Groundwater Network Resiliency and Adaptation Plan project.

Discussion

On January 11, 2024, the Governing Board approved the acceptance of a Resilient Florida grant totaling \$120,000 to design an expanded groundwater monitoring network. The recommendations for expanded monitoring will focus on aquifer levels and groundwater quality near the coast and aquifer levels in closed basins vulnerable to compound flooding.

This project, which will complement efforts by the Florida Flood Hub for Applied Science and Innovation (Florida Flood Hub), will evaluate data gaps, focusing on improved monitoring of hydrologic conditions near water resource infrastructure and natural systems identified within vulnerability assessments completed by counties, local governments, and regional entities.

Due to increased costs beyond what was originally budgeted, additional grant funding was requested. On February 5, 2025, we received notification from DEP that our additional funding request of \$16,000 was awarded.

Task No.	Task Title	Budget Category	Total	Total With Amendment	Task Start Date	Task Due Date
1	Synthesis and Analysis of Local and Regional Vulnerability Assessment Data	Contractual Services	\$42,000	\$47,000	7/1/2023	3/31/2026
2	Identification of Priority Sites for Expanded Groundwater Monitoring	Contractual Services	\$18,000	\$23,000	7/1/2023	3/31/2026
3	Identify Suitable Well Sites and Develop Well Construction Specifications	Contractual Services	\$35,000	\$35,000	7/1/2023	3/31/2026
4	Prepare Geodatabase and Final Technical Memorandum	Contractual Services	\$25,000	\$31,000	7/1/2023	3/31/2026
Total:			\$120,000	\$136,000		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: February 25, 2025

SUBJECT: Consideration of Grant Funding for Gulf County Floridan Aquifer Production Well

Recommendation

Staff recommends the Governing Board authorize the Executive Director to enter into an agreement with Gulf County to provide up to \$500,000.00 in grant funding for the Gulf County Floridan Aquifer System (FAS) Production Well project, subject to budget authority and legal counsel review.

Background

Groundwater withdrawals from the Floridan aquifer along the coast in Gulf County create the potential for saltwater intrusion. Gulf County is expanding its water utility inland to shift Upper Floridan aquifer water production away from the coast and minimize the long-term risks of saltwater intrusion. The Gulf County Floridan Aquifer System (FAS) Production Well project will construct one 16-inch upper Floridan aquifer production well located approximately 3.3 miles northeast of White City in Gulf County near SR 71 and Old Millville Road. The production well is estimated to be constructed to depth of up to 575 feet below land surface with approximately 400 feet of 16-inch, steel well casing. Data collected during drilling and testing will provide valuable information regarding the properties of the Floridan aquifer in south-central Gulf County.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Starsky Harrell, Director, Regulatory Services Division

DATE: March 4, 2025

SUBJECT: Consideration of Contractual Services to Support the Regulatory Services Division

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute task orders for up to \$125,000 for contracted services to support the Regulatory Services Division.

Background

Florida law mandates Environmental Resource Permits (ERPs) to prevent stormwater pollution, protect rivers, lakes, and streams, and enhance flood control. ERPs also regulate surface water management, safeguard wetlands through mitigation, and preserve their critical functions. The proposed contracted services will equip the Regulatory Services Division with expert engineering and environmental support to uphold these standards. These task orders will be issued under the Water Resources Engineering, Assessment, and Design continuing services contracts.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: District Inspector General
Law, Redd, Crona and Munroe, P.A.

DATE: March 5, 2025

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

Recommendation

Staff recommends the Governing Board accept Reports #25-02 and #25-03.

Background

Law, Redd, Crona and Munroe, P.A. will present the following Internal Audit Reports:

- Report #25-02 - Report on Internal Audit of the District's Procurement and Management of Contracts for Professional and Other Contractual Services
- Report #25-03 - Follow-up Report on District Corrective Actions Regarding Auditor General Report No. 2025-015

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: February 24, 2025

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

Recommendation:

Staff recommends the Governing Board:

1. Accept the appraisal prepared by Carlton Appraisal Company and review appraisal prepared by Carroll Appraisal Company, Inc. for the Johns Et Al Parcel in Washington County; and
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the Agreement by legal counsel, and availability of funds in the FY 2024-25 budget.

Background:

Staff obtained one appraisal and review appraisal for the fee-simple purchase of the Johns Et Al 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 attached Purchase and Sale Agreement. The acquisition will include the fee-simple purchase of 25.96 acres +/- in Washington County located west of Porter Pond Road as shown on the attached maps from Gary L. Johns, Eddie D. Johns, Shelia D. Syfrett, Kay S. Nichols, and Lowell T. Johns, Jr. The parcel is composed primarily of upland hardwood forest and mixed wetland hardwoods. This parcel is located within the Econfina Springs Groundwater Contribution Area, is contiguous to other District lands on its southern boundary, and will be part of the Econfina Creek WMA, if approved. With this acquisition, Johns Et Al is conveying a 15-foot-wide easement for ingress and

egress across other property they own adjacent to Porter Pond Road. The easement location is shown on the aerial map attached to this memo and Purchaser's responsibilities regarding the easement are discussed in Paragraph 23(1) of the Purchase and Sale Agreement.

Purchase Price. The purchase price negotiated by staff for the fee-simple purchase of 25.96 acres +/- is \$110,000.02. 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.

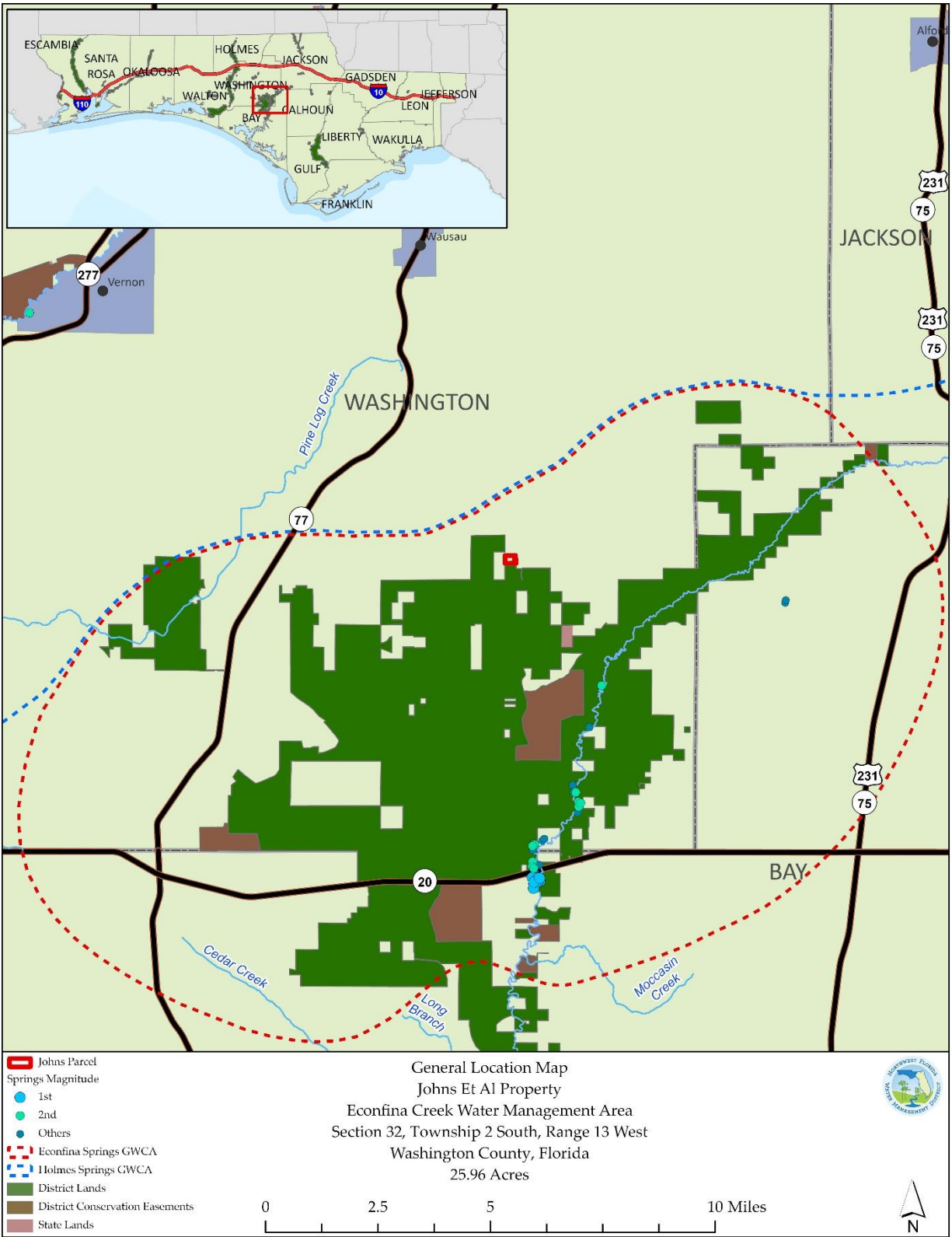
Appraisal. The District paid for the appraisal and review appraisal at a total cost of \$5,098.

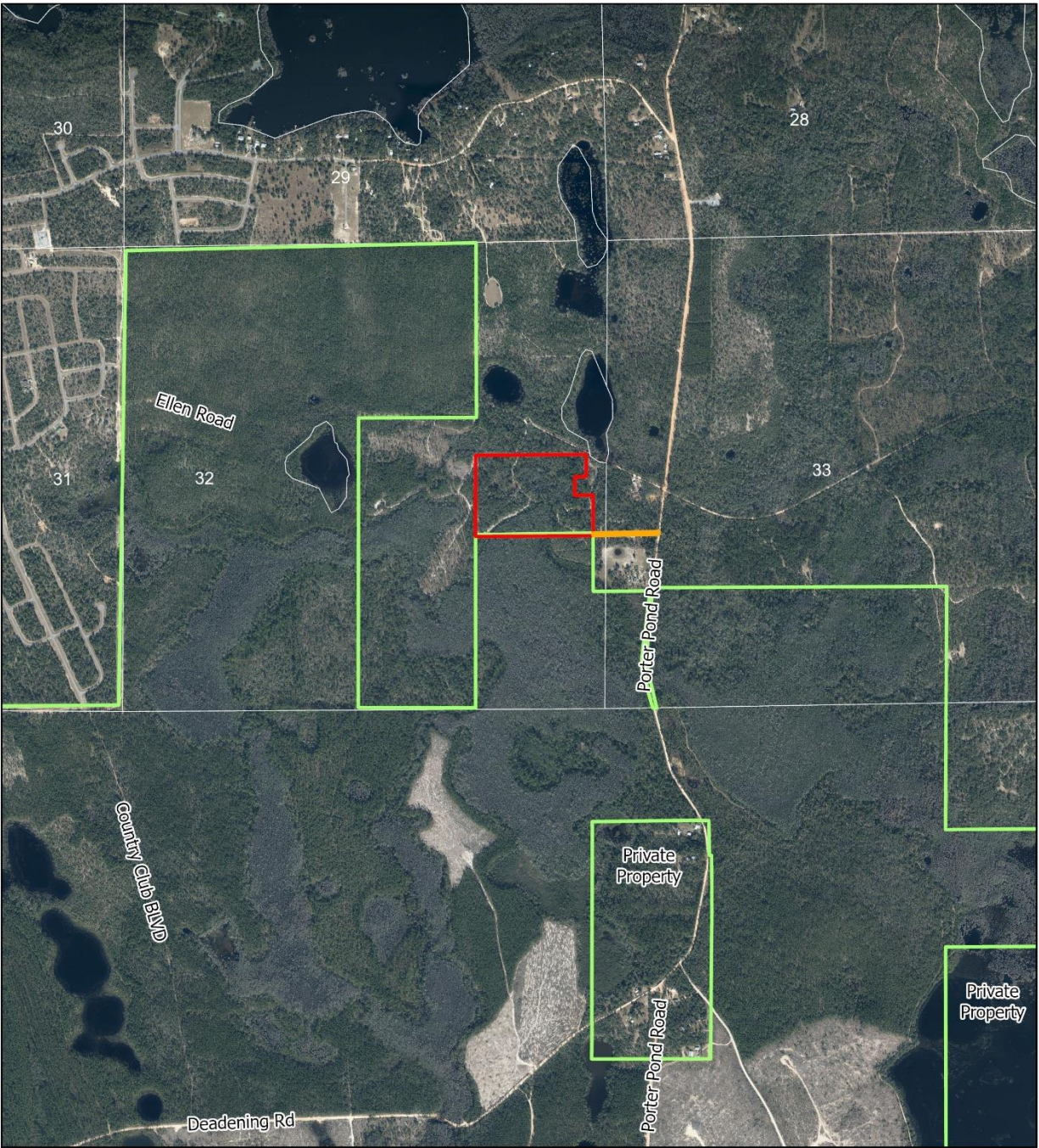
Survey. The District will pay for a survey on this parcel as well as a survey of the easement for ingress and egress, not to exceed \$9,854.

Environmental Site Assessment. The District will pay for the environmental site assessment, not to exceed \$2,150.

Title Insurance. The District paid for the cost of the title exam of \$75 and will pay the cost of the title insurance premium estimated at \$625 and recording fees estimated not to exceed \$78. 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





Johns Et Al Property
 15-foot Easement for Ingress and Egress
 Econfina Creek Water Management Area
 Section 32, Township 2 South, Range 13 West
 Washington County, Florida
 25.96 Acres

Johns Parcel
 Easement
 NFWFMD Owned Lands

0 0.25 0.5 1 Miles

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2025, between **GARY LAVAUGHEN JOHNS, EDDIE DEWAYNE JOHNS (also known as Eddie Duane Johns), SHEILA DIANE SYFRETT (formerly known as Sheila Diane Johns), KAY SMEDLEY NICHOLS and LOWELL THOMAS JOHNS, JR.**, whose mailing address is 448 Cutchins Mill Road, Chipley, FL 32428, referred to herein collectively as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

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

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be One Hundred Ten Thousand and 02/100 Dollars (\$110,000.02).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$4,237.289 per acre ("Acre Price") for an estimated 25.96 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 25.96 acres or less than 25.96 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$4,237.289 by the acreage shown on the survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$4,237.289, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

6. **Survey.** 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. **Closing Documents.** The Closing will take place on or before June 30, 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 June 30, 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. **Expenses/Taxes and Assessments**. Seller will pay documentary revenue stamp taxes associated with the conveyance of the Property and the cost of recording all curative instruments and subordinations. The cost of recording the Warranty Deed shall be borne by Purchaser. Each party shall bear their own attorney fees.

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

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

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

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

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

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

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

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

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

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

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

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership,

operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

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

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

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

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

(k) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on January 10, 2025. Since January 10, 2025, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other

casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;
- (b) Purchaser shall have received and approved the 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 the Florida Department of Environmental Protection;
- (k) The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the Property;
- (l) The Seller agrees to grant Purchaser a 15-foot wide easement for ingress and egress as delineated on Exhibit D. In exchange for the easement for ingress and egress, the Purchaser will:
1. Survey the easement for ingress and egress, legally describe and prepare the easement document at Purchaser's expense.
 2. Construct the easement road at Purchaser's expense.

- 3. Maintain the easement road at Purchaser's expense which includes mowing, trimming of trees as well as placing limerock on the easement road surface.
- 4. Install an aluminum gate at the entrance to the easement where it adjoins Porter Pond Road.

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

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

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

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until March 12, 2025.

27. INTENTIONALLY OMITTED

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

SELLER:

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Gary Lavaughen Johns

By: _____
George Roberts, Chair

Date: _____

Date: _____

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

Date: _____

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

Date: _____

By: _____
Kay Smedley Nichols

Date: _____

By: _____
Lowell Thomas Johns, Jr.

Date: _____

EXHIBIT A

(Legal Description)

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

NW ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West, less 1 acre square in Northeast Corner being land conveyed in Deed Book 111, Page 431 and Deed Book 113, Page 179 from Leonard Johns.

And

NE ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West.

And

Commence at the Southwest Corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 2 North, Range 13 West, thence run N $01^{\circ}31'34''$ W 250.43 feet, thence run N $87^{\circ}32'18''$ E 1210.58 feet, thence run S $02^{\circ}27'42''$ E 250.00 feet, thence S $87^{\circ}32'18''$ W 1214.66 feet to the Point of Beginning.

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

W I T N E S S E T H :

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

NW ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West, less 1 acre square in Northeast Corner being land conveyed in Deed Book 111, Page 431 and Deed Book 113, Page 179 from Leonard Johns.

And

NE ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West.

And

Commence at the Southwest Corner of the SE ¼ of the NE ¼ of Section 32, Township 2 North, Range 13 West, thence run N 01°31’34” W 250.43 feet, thence run N 87°32’18” E 1210.58 feet, thence run S02°27’42” E 250.00 feet, thence S 87°32’18” W 1214.66 feet to the Point of Beginning.

Parcel ID No.: 00000000-00-0579-0000

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

To have and to hold in fee simple forever.

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

This conveyance is SUBJECT TO (a) all matters, conditions, limitations, restrictions and easements of record, if any, but this reference will not operate to reimpose the same, (b) zoning and other governmental regulations, and (c) taxes and assessments for the year 2025 and subsequent years.

The Property is NOT the homestead of the Grantor.

By acceptance of this deed, Grantee hereby agrees that the use of the Property shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPS0041), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Washington County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.

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

Signed, sealed, and delivered
in the presence of:

GRANTOR:

By: _____

By: _____

Gary Lavaughen Johns

Print Name

Address: _____

By: _____

Print Name

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by Gary Lavaughen Johns. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

GRANTOR:

By: _____

By: _____

Eddie Dewayne Johns, a/k/a Eddie
Duane Johns

Print Name

Address: _____

By: _____

Print Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this ____ day of _____, 2025, by Eddie Dewayne Johns, a/k/a Eddie Duane Johns.
Such person(s) did not take an oath and: (notary must sign applicable blank)

____ is/are personally known to me.

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

____ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) _____

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

GRANTOR:

By: _____

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

Print Name

Address: _____

By: _____

Print Name

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this ____ day of _____, 2025, by Sheila Diane Syfrett, f/k/a Sheila Diane Johns. Such
person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

GRANTOR:

By: _____

By: _____

Kay Smedley Nichols

Print Name

Address: _____

By: _____

Print Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by Kay Smedley Nichols. Such person(s) did not take an oath and: (notary must sign applicable blank)

____ is/are personally known to me.

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

____ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) _____

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

GRANTOR:

By: _____

By: _____

Lowell Thomas Johns, Jr.

Print Name

Address: _____

By: _____

Print Name

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2025, by Lowell Thomas Johns, Jr. Such person(s) did not take an oath and: (notary must sign applicable blank)

___ is/are personally known to me.

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

___ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal) _____

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



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

MEMORANDUM OF GRANT

EXHIBIT F

TO: Northwest Florida Water Management District
FROM: Florida Department of Environmental Protection
SUBJECT: Department of Environmental Protection Agreement LPS0041
DATE: May 14, 2020

This Grant Agreement was executed on April 22, 2020, by and between the Florida Department of Environmental Protection and the Northwest Florida Water Management District (Grantee), for in pertinent part, land acquisition in Bay, Calhoun, Gadsden, Jackson, Leon, Liberty, Wakulla, and Washington Counties, Florida for the purpose of protecting springs, by funding such projects under Section 403.061, Florida Statutes. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement a Clean Water Act or Drinking Water Act program under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

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

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

NW ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West, less 1 acre square in Northeast Corner being land conveyed in Deed Book 111, Page 431 and Deed Book 113, Page 179 from Leonard Johns.

And

NE ¼ of NE ¼ of SE ¼, Section 32, Township 2 North, Range 13 West.

And

Commence at the Southwest Corner of the SE ¼ of the NE ¼ of Section 32, Township 2 North, Range 13 West, thence run N 01°31’34” W 250.43 feet, thence run N 87°32’18” E 1210.58 feet, thence run S02°27’42” E 250.00 feet, thence S 87°32’18” W 1214.66 feet to the Point of Beginning.

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 January 10 , 2025. Since January 10, 2025, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

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

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

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

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

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

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

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

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

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

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

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

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

Gary Lavaughen Johns: _____

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

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

Kay Smedley Nichols: _____

Lowell Thomas Johns, Jr.: _____

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

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

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

{ SIGNATURES ON FOLLOWING PAGES }

By: _____
Gary Lavaughen Johns

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Gary Lavaughen Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

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

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Eddie Dewayne Johns, a/k/a Eddie Duane Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

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

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Sheila Diane Syfrett, f/k/a Sheila Diane Johns.

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

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Kay Smedley Nichols

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Kay Smedley Nichols.

___ is/are personally known to me.

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

___ produced _____ as identification.

Notary Public, State and County Aforesaid
My Commission Expires:

By: _____
Lowell Thomas Johns, Jr.

Sworn to and subscribed before me by means of physical presence or online
notarization, this _____ day of _____, 2025, by Lowell Thomas Johns, Jr.

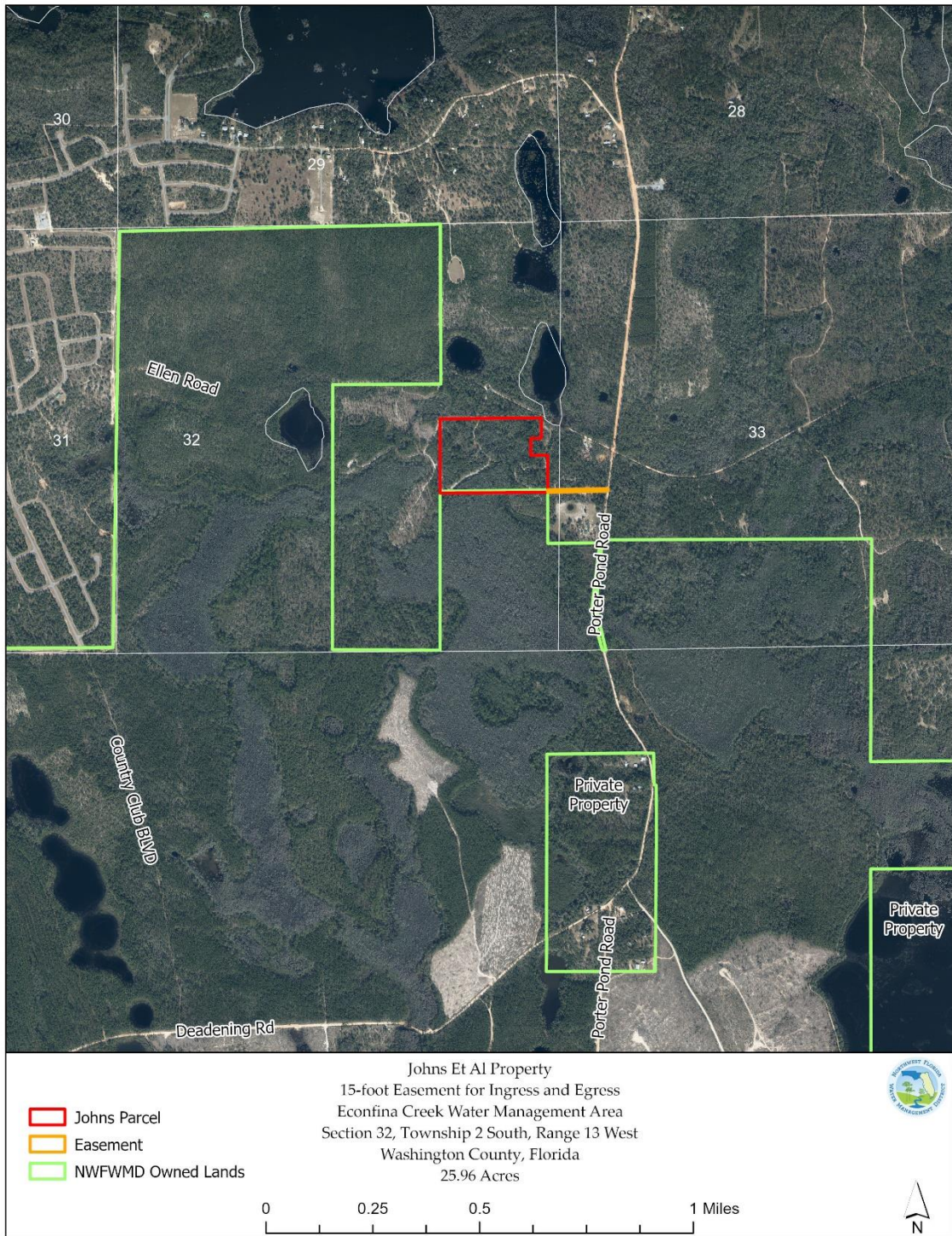
____ is/are personally known to me.

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

____ produced _____ as identification.

Notary Public, State and County Aforesaid
My Commission Expires:

EXHIBIT D



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

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

DATE: February 21, 2025

SUBJECT: Consideration of Proposed Final Rule Language for the Recommended Minimum Flow for Middle Econfina Creek Including Gainer Spring, Williford Spring, and Sylvan Spring Groups

Recommendation

Staff recommends the Governing Board authorize the Executive Director to complete the rule-making process to establish the Minimum Flow for Middle Econfina Creek including Gainer Spring, Williford Spring, and Sylvan Spring Groups, subject to legal counsel review.

Background

Section 373.042(1), Florida Statutes, requires water management districts to develop minimum flows and minimum water levels (MFLs) for Outstanding Florida Springs such as the Gainer Spring Group in Bay County. The minimum flow for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. District staff have completed the draft MFL Technical Assessment for Middle Econfina Creek including the Gainer Spring, Williford Spring, and Sylvan Spring Groups. Staff presented the results of the assessment and draft recommended rule language to the Governing Board as an informational item at the February 13, 2025, Governing Board meeting. Since this time, scientific peer review and public comment on the draft MFL technical assessment and draft rule language have been completed and comments addressed as appropriate.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: March 5, 2025

William and Ashley Merryman vs. 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-658-MMH-SJH

The second amended complaint in this matter appears to allege violations of right to due process against at least 56 defendants, including the St. Johns River Water Management District, Suwannee River Water Management District, Northwest Florida Water Management District, Jerry Pate, Breck Brannen, Governor DeSantis, Florida Department of Environmental Protection, Florida Supreme Court, and many others. The amended complaint seeks declaratory relief, injunctive relief, compensatory damages and punitive damages.

The District has never been served in this case.

On December 12, 2024, the Court *sua sponte* dismissed plaintiffs' second amended complaint with leave to amend by no later than January 15, 2025. The Court stated that this would be the plaintiffs' last chance to amend. The Court strongly suggested that the plaintiffs reconsider who they are suing, whether the defendants are property sued, and whether all of plaintiffs' claims are properly brought in a single lawsuit.

On January 15, 2025, the plaintiffs' filed a motion to dismiss in an attempt to remove certain defendants from the lawsuit, including the District, Mr. Brannen and Mr. Pate. The Court denied plaintiffs' motion to dismiss as moot and gave the plaintiffs until February 14, 2025, to file a third amended complaint. The Court's order stated that plaintiffs may simply leave off those parties they wish to dismiss from the third amended complaint.

The third amended complaint was filed on February 14, 2025. The District, Mr. Brannen and Mr. Pate are no longer named defendants.