

**Northwest Florida Water Management District
Governing Board Meeting Minutes
November 19, 2020**

1. Opening Ceremonies

Called to order at 1:02 p.m.

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

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

2. Special Thanks and Recognition

None.

3. Changes to the Agenda

Removed: 12, 13, and 14

4. Approval of the Minutes for October 22, 2020

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE MINUTES FROM OCTOBER 22, 2020. NO PUBLIC COMMENT WAS GIVEN.
MOTION CARRIED.

5. Approval of the Financial Reports for the Month of September 2020

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF SEPTEMBER 2020. NO PUBLIC COMMENT WAS GIVEN.
MOTION CARRIED.

6. Approval of the 2021 Governing Board Meeting Schedule

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE 2021 GOVERNING BOARD MEETING SCHEDULE. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Resolution No. 879 Amending the Fiscal Year 2019-2020 Budget – Amendment No. 17

MOTIONED BY JERRY PATE, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 879 AMENDING THE FISCAL YEAR 2019-2020 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Grant of District's Interest in Land to the Florida Department of Transportation for U.S. Highway 90 Road Improvements - Bridge Replacement in the Escambia River WMA

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD (1) DETERMINE THAT ITS INTEREST IN 11,342 SQUARE FEET IS NOT REQUIRED FOR THE DISTRICT'S PURPOSES (PURSUANT TO SECTION 373.056(4), FLORIDA STATUTES), (2) DONATE THE REQUESTED INTEREST IN THE 11,342 SQUARE FEET TO FDOT AND (3) NOT RESERVE ANY INTEREST IN THE PROPERTY'S PHOSPHATE, MINERALS, METALS, AND PETROLEUM RIGHTS, PURSUANT TO SECTION 270.11(1), FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Consideration of Agreement with Florida Department of Agriculture and Consumer Services for Prescribed Fire Enhancement Funding

MOTIONED BY NICK PATRONIS, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACTUAL SERVICES AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES TO RECEIVE FUNDING FOR PRESCRIBED FIRE ENHANCEMENT, SUBJECT TO APPROVAL OF A FISCAL YEAR 2020-2021 BUDGET AMENDMENT AND ADMINISTRATIVE AND LEGAL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

10. Consideration of ITB 21B-001; 2021 Hand Planting Services for Reforestation and Groundcover Restoration

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO ITB 20B-001 FOR 2021 HAND PLANTING SERVICES FOR REFORESTATION AND GROUNDCOVER RESTORATION AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH THE LOW BIDDER, AMIGO FORESTRY SERVICE, INC. IN THE AMOUNT OF \$60,064.14 TO FACILITATE THIS WORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Update on MFL Technical Assessment for Wakulla and Sally Ward Springs

Informational purposes only.

12. Project Update: Lake Munson Innovative Technology Harmful Algal Bloom Abatement

Removed.

13. Comparison of Stream Responses to Hurricanes Michael and Sally, with Consideration of Effects of Debris Removal

Removed.

14. Regulatory Metrics Update

Removed.

15. Legal Counsel Report

No pending cases in which the District is a party.

Mr. Brannen provided an update on the case referenced below.

Carmen Diaz vs. Northwest Florida Water Management District, and Palafox, LLC
State of Florida, Division of Administrative Hearings Case No. 19-5831

Meeting was adjourned at 1:39 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending October 31, 2020

Balance Forward - Operating Funds \$43,846,554.05

Operating Funds Received in current month:

Revenue Receipts, Current	\$164,264.31	
Contracts Receivable	84,433.59	
Other Deposits/Refunds/Adjustments	169,417.32	
Transfers from Lands Accounts	0.00	
Total Deposits during month	418,115.22	418,115.22

Total Deposits and Balance Forward \$ 44,264,669.27

Disbursements:

Employee Salaries	423,797.23	
Employee Benefits	227,647.64	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	1,308,615.04	
Operating Expenses - Services	263,780.74	
Operating Expenses - Commodities	140,602.95	
Operating Capital Outlay	253,839.77	
Grants and Aids	211,870.27	
Total Operating Expenses during month	2,830,153.64	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	72,800.53	
Total Funds Disbursed by check during month	2,902,954.17	
Bank Debits (Fees, Deposit Slips, etc.)	0.00	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	2,902,954.17	2,902,954.17

Cash Balance Operating Funds at month end \$ 41,361,715.10

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking	1,611,892.55	
Payroll Account	6,325.76	
Passthrough (EFT) Account	50,006.25	
Investment Accounts:		
Fla. Board of Administration @ 0.29%		
General Fund	15,451,520.36	
Lands Fee Fund	5,617,165.07	
SWIM Fund	90,196.74	
Water Prot. & Sust. Program TF	100,122.05	
Okaloosa Regional Reuse	2,505,923.89	
Mitigation Fund	15,928,312.18	

Total Operating Depositories at month end \$ 41,361,715.10

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending October 31, 2020

Land Acquisition Funds:

Fla. Board of Administration @ 0.29%	\$ 299,953.81	
Total Land Acquisition Funds		299,953.81

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 0.29%	56,955.06	
Total Land Acquisition Funds		

Fla. Board of Administration Cypress Springs R&M Account @ 0.29%	844,671.31	
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Total Restricted Land Management Funds		<u>901,626.37</u>
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Total Land Acquisition, and Restricted Management Funds		<u>1,201,580.18</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 42,563,295.28</u></u>
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Approved: _____
Chairman or Executive Director

Date: December 17, 2020

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending October 31, 2020
(Unaudited)

	Current Budget	Actuals Through 10/31/2020	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,587,899	\$ -	\$ (3,587,899)	0%
Intergovernmental Revenues	77,583,585	-	(77,583,585)	0%
Interest on Invested Funds	382,820	10,793	(372,027)	3%
License and Permit Fees	437,500	54,555	(382,945)	12%
Other	4,510,476	98,917	(4,411,559)	2%
Fund Balance	26,699,885		(26,699,885)	0%
Total Sources	\$ 113,202,165	\$ 164,265	\$ (113,037,900)	0%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 7,233,145	\$ 149,380	\$ 198,515	\$ 6,885,249	2%	5%
Acquisition, Restoration and Public Works	69,227,458	60,178	7,782,213	61,385,067	0%	11%
Operation and Maintenance of Lands and Works	7,048,616	141,459	818,498	6,088,659	2%	14%
Regulation	3,880,386	195,406	132,195	3,552,784	5%	8%
Outreach	136,457	9,515	2,399	124,543	7%	9%
Management and Administration	2,083,595	98,458	21,772	1,963,365	5%	6%
Total Uses	\$ 89,609,657	\$ 654,397	\$ 8,955,593	\$ 79,999,667	1%	11%
Reserves	23,592,508			23,592,508	0%	0%
Total Uses and Reserves	\$ 113,202,165	\$ 654,397	\$ 8,955,593	\$ 103,592,175	1%	8%

¹ Encumbrances represent unexpended balances of open purchase orders and contracts.

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

This unaudited financial statement is prepared as of October 31, 2020, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

OCTOBER 2020

CHECKS	10/1/2020	\$ 96,581.21
CHECKS	10/2/2020	137,757.38
AP EFT CHECKS	10/2/2020	84,345.83
AP EFT CHECKS	10/2/2020	44,955.17
CHECKS	10/8/2020	322,844.74
CHECKS	10/8/2020	5,100.00
AP EFT CHECKS	10/9/2020	389,029.59
AP EFT CHECKS	10/8/2020	50,006.25
CHECKS	10/15/2020	102,111.96
AP EFT CHECKS	10/15/2020	134,862.47
CHEKCS	10/15/2020	417.84
DIRECT DISBURSEMENT	10/16/2020	10,139.00
CHECKS	10/22/2020	169,982.44
DIRECT DISBURSEMENT	10/23/2020	259,251.71
CHECKS	10/22/2020	96,523.33
AP EFT CHECKS	10/23/2020	73.43
DIRECT DISBURSEMENT	10/23/2020	200.00
CHECKS	10/29/2020	239,331.82
AP EFT CHECKS	10/30/2020	111,460.49
CHEKCS	10/29/2020	138,839.97
AP EFT CHECKS	10/30/2020	5,741.35
VOIDED CHECKS	10/30/2020	-300.57
RETIREMENT	10/30/2020	64,664.52

\$ 2,463,919.93

Chairman or Executive Director

December 17, 2020

Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5063	ARCHAEOLOGICAL CONSULTANTS INC	10/01/2020	3,850.00	ARCHAEOLOGICAL SURVEY FOR CYPR
95	AT&T	10/01/2020	294.88	PHONE SERVICE-EFO
4180	BA MERCHANT SERVICES	10/01/2020	554.46	TRANSACTION FEES FOR E-PERMITT
5428	CARDNO, INC	10/01/2020	25,144.02	AS NEEDED ECOLOGICAL, HYROLOGI
3269	CDW GOVERNMENT, INC.	10/01/2020	560.31	PANASONIC TOUGHBOOK FOR LAB GR
3269	CDW GOVERNMENT, INC.	10/01/2020	144.92	PANASONIC TOUGHBOOK FOR LAB GR
3771	CHOCTAWHATCHEE BASIN ALLIANCE	10/01/2020	807.70	LIVE OAK PT SAV / WATER DEPTHS
4032	COMPUQUIP TECHNOLOGIES, LLC	10/01/2020	13,502.33	CHECK POINT MOBILITY BLADE FOR
5179	BERKMAN LLC	10/01/2020	4,188.00	ANNUAL SUBSCRIPTION TO LEXTREE
1948	DELL MARKETING L.P.	10/01/2020	35,015.40	(2) POWEREDGE R740 SERVERS
2972	EDWARDS FIRE PROTECTION, INC.	10/01/2020	189.50	FIRE EXTINGUISHER'S FOR 2020 L
5457	FDOT TURNPIKE ENTERPRISE	10/01/2020	4.19	TOLL CHARGE
5591	GARCIA FOREST SERVICE, LLC	10/01/2020	34,848.00	SAND PINE ERADICATION SERVICES
5591	GARCIA FOREST SERVICE, LLC	10/01/2020	3,484.80	RETURN PERFORMANCE BOND
2291	GULF COAST ELECTRIC COOPERATIVE, INC	10/01/2020	351.63	ELECTRIC SERVICE-EFO
916	GULF POWER COMPANY	10/01/2020	565.58	ELECTRIC-DEFUNIAK OFFICE
5076	NORTHLAND MANUFACTURING, INC.	10/01/2020	125.00	TOTE OF DISINFECTANT
5076	NORTHLAND MANUFACTURING, INC.	10/01/2020	592.50	PPE/MASKS
1205	OFFICE DEPOT, INC.	10/01/2020	149.99	WIRELESS PRINTER
1205	OFFICE DEPOT, INC.	10/01/2020	43.78	WIRELESS PRINTER
5703	OTT HYDROMET CORPORATION	10/01/2020	32.00	XLINK 500 EQUIPMENT AND TELEM
4854	PANHANDLE STUMP & TREE SERVICE, INC.	10/01/2020	1,700.00	HAZARDOUS TREE REMOVAL - WILIF
5153	ALZO SLADE	10/01/2020	350.00	DRYWALL REPAIR FOR IT BUILDING
1438	SOUTHWEST FL WATER MGMT DISTRICT	10/01/2020	13.35	PRINTING AND COPYING-WATER WEL
5084	VIRTUAL GRAFFITI, INC	10/01/2020	10,884.00	QNAP - DATA BACKUP/RETENTION F
4626	WASTE PRO OF FLORIDA, INC	10/01/2020	161.04	SOLID WASTE - HQ
5081	WILLIAMS COMMUNICATIONS, INC.	10/01/2020	200.00	GPS INSTALLATION IN WMD-96378
TOTAL CHECKS			<u>137,757.38</u>	
5089	ATKINS NORTH AMERICA, INC.	10/02/2020	20,866.25	RISK MAP PROGRAM SUPPORT
5702	AUTO ALLEY	10/02/2020	122.37	MINOR REPAIRS FOR REG AND ERP
3126	DEWBERRY ENGINEERS, INC	10/02/2020	6,487.50	RISK MAP PROGRAM SUPPORT

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

3126	DEWBERRY ENGINEERS, INC	10/02/2020	4,530.50	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/02/2020	2,132.00	RISK MAP PROGRAM SUPPORT
45	DMS	10/02/2020	304.00	OFFSITE DATA STORAGE
4807	WEX BANK	10/02/2020	6,587.37	FUEL/REPAIR
4807	WEX BANK	10/02/2020	625.00	ENCUMBER CONTRACT # 14-057 - G
4807	WEX BANK	10/02/2020	425.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	10/02/2020	25.00	ENCUMBER CONTRACT # 16-014 - G
4807	WEX BANK	10/02/2020	50.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	10/02/2020	772.00	NEW GPS UNITS, PANIC BUTTON,
3942	A & W VENTURES, L.C.	10/02/2020	156.34	PORTABLE TOILET FOR PHIPPS PAR
3942	A & W VENTURES, L.C.	10/02/2020	154.29	PORTABLE TOILET FOR TALQUIN DA
5651	SGS TECHNOLOGIE, LLC	10/02/2020	1,200.00	ONLINE PAYMENT ENHANCEMENTS FO
4091	THE SHOE BOX	10/02/2020	59.45	UNIFORM ORDER FOR LANDS FIELD
5218	WAGEWORKS, INC.	10/02/2020	158.10	FLEXIBLE SPENDING ACCOUNT ADMI
5060	EXTREME LOGISTICS GULF COAST, LLC	10/02/2020	300.00	3 REGULAR PORTABLE UNITS AND H

TOTAL ACH TRANSFER**44,955.17****TOTAL AP****182,712.55**

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3269	CDW GOVERNMENT, INC.	10/08/2020	1,925.00	PANASONIC TOUGHBOOK FOR LAB GR
5729	CHIPOLA FORESTRY SERVICES LLC	10/08/2020	84,375.00	HURRICANE DEBRIS SERVICES
5131	CITY OF DEFUNIAK SPRINGS	10/08/2020	188.97	WATER/SEWER DEFUNIAK SPRINGS
5537	COGGIN FORD	10/08/2020	47,024.60	LANDS REPLACEMENT TRUCK FOR WM
2241	DEPT. OF THE INTERIOR - USGS	10/08/2020	4,456.00	MONITOR FLORIDAN AQUIFER LEVEL
5708	DIMENSIONAL INNOVATIONS, INC.	10/08/2020	1,850.04	SIGN FABICATION SERVICES
839	FORESTRY SUPPLIERS, INC.	10/08/2020	385.60	GENERAL OPERATING SUPPLIES
391	GADSDEN COUNTY TAX COLLECTOR	10/08/2020	119.55	TAG AND TITLE FOR 2020 LANDS F
410	GULF COUNTY TAX COLLECTOR	10/08/2020	1.73	PARCEL REFUND
4163	HUSS DRILLING, INC.	10/08/2020	82,375.00	MONITOR WELL CONSTRUCTION WITH
3193	INSURANCE INFORMATION EXCHANGE	10/08/2020	18.85	BACKGROUND SCREENING
5694	JARRET DENNIS	10/08/2020	1,050.00	STAFF AUGMENTATION
5728	MERIT FIRST LLC	10/08/2020	92,331.31	HURRICANE SERVICE DEBRIS
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	10/08/2020	75.00	DEFUNIAK SECURITY SYSTEM
62	PENSACOLA NEWS-JOURNAL	10/08/2020	154.34	WATER USE PERMIT LEGAL AD
1180	PRIDE ENTERPRISES	10/08/2020	2,242.00	LOAD TICKETS FOR TIMBER SALES
5646	SERVPRO OF TALLAHASSEE	10/08/2020	2,707.75	HQ FLOOD IN MAIN BUILDING
4557	VERIZON WIRELESS	10/08/2020	264.21	CELL PHONES
4557	VERIZON WIRELESS	10/08/2020	1,109.79	JETPACKS
4774	JOHN T WILLIAMSON	10/08/2020	190.00	JANITORIAL SERVICES FOR MILTON

TOTAL CHECKS

322,844.74

5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/09/2020	14,713.00	AS NEEDED HYDROLOGICAL AND ECO
3405	JOHN B. CROWE	10/09/2020	572.58	TRAVEL REIMBURSEMENT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	4,200.00	ENCUMBER CONTRACT # 16-086
3126	DEWBERRY ENGINEERS, INC	10/09/2020	34,118.56	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	33,374.72	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	97,481.60	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	35,460.64	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	29,244.48	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/09/2020	25,031.04	RISK MAP PROGRAM SUPPORT
45	DMS	10/09/2020	627.39	DEFUNIAK LOCAL

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

45	DMS	10/09/2020	1,385.02	DEFUNIAK LONG DISTANCE
45	DMS	10/09/2020	1,340.84	HQ LOCAL
45	DMS	10/09/2020	46.47	HQ LONG DISTANCE
45	DMS	10/09/2020	71.84	MILTON LOCAL
45	DMS	10/09/2020	2.70	MILTON LONG DISTANCE
45	DMS	10/09/2020	69.46	AIR CARDS & HOTSPOTS
45	DMS	10/09/2020	6,910.67	HQ ETHERNET
45	DMS	10/09/2020	0.22	LAN PORTS & INTRANET/INTERNET
45	DMS	10/09/2020	25.96	LAN PORTS & INTRANET/INTERNET
45	DMS	10/09/2020	285.65	CONFERENCE CALLS
2702	FISH AND WILDLIFE	10/09/2020	6,507.68	LAW ENFORCEMENT-CONTRACT NO. 1
3337	FORESTECH CONSULTING	10/09/2020	1,250.00	SUPPORT AND HOSTING FOR LAND M
5701	GRICE & SON PORT A POTTI, LLC	10/09/2020	380.00	PORTABLE TOILETS
3603	JIM STIDHAM & ASSOCIATES, INC.	10/09/2020	2,655.33	AS NEEDED HYDROLOGICAL SERVICE
3603	JIM STIDHAM & ASSOCIATES, INC.	10/09/2020	2,260.80	AS NEEDED HYDROLOGICAL SERVICE
5368	KOUNTRY RENTAL NWF, INC.	10/09/2020	7,840.00	PORTABLE & COMPOST TOILET SERV
5368	KOUNTRY RENTAL NWF, INC.	10/09/2020	207.50	CLEANING OF ECONFINA OFFICE AN
5368	KOUNTRY RENTAL NWF, INC.	10/09/2020	400.00	5 PORTABLE TOILETS FOR EFO STA
3813	PENNINGTON, P.A.	10/09/2020	276.00	MUNICIPAL LIEN SEARCH
3813	PENNINGTON, P.A.	10/09/2020	75.00	TITLE EXAM OF TWO POTENTIAL AC
3813	PENNINGTON, P.A.	10/09/2020	85.00	TITLE EXAM OF TWO POTENTIAL AC
3813	PENNINGTON, P.A.	10/09/2020	380.00	LEGAL COUNSEL - HUGOMB MCSMITH
3813	PENNINGTON, P.A.	10/09/2020	11,827.00	LEGAL COUNSEL
5614	ZACHARY J. SELLERS	10/09/2020	787.50	DEFUNIAK OFFICE JANITORIAL
5651	SGS TECHNOLOGIE, LLC	10/09/2020	373.33	HOSTINA AND MAINTAINING DISTRI
5611	JAMES SUTTON	10/09/2020	55.86	CELL PHONE REIMBURSEMENT
4642	COAKLEY TAYLOR	10/09/2020	126.00	TRAVEL REIMBURSEMENT
5336	TETRA TECH, INC	10/09/2020	43,453.75	AS NEEDED HYDROLOGICAL SERVICE
2630	ERIC TOOLE	10/09/2020	126.00	TRAVEL REIMBURSEMENT
4270	VIEUX & ASSOCIATES, INC.	10/09/2020	25,000.00	GAUGE ADJUSTED RADAR RAINFALL

TOTAL ACH TRANSFER

389,029.59

TOTAL AP

711,874.33

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5619	A&W EXCAVATIONS, INC.	10/15/2020	30,000.00	WESTVILLE TRACT ROAD REPAIR MA
2967	BANK OF AMERICA	10/15/2020	50.00	REG SUNPASS
2967	BANK OF AMERICA	10/15/2020	249.00	RAPID SSL WILDCARD CERTIFICATE
2967	BANK OF AMERICA	10/15/2020	600.00	HAREPOINT EXTENSION FOR SHAREP
2967	BANK OF AMERICA	10/15/2020	336.75	AMAZON ORDER FOR IT
2967	BANK OF AMERICA	10/15/2020	24.71	BRASS TAGS FOR VEHICLE KEYS/AM
2967	BANK OF AMERICA	10/15/2020	4,693.61	AMAZON ORDER
2967	BANK OF AMERICA	10/15/2020	269.97	WALL THERMOMETERS FOR HQ/AMAZO
2967	BANK OF AMERICA	10/15/2020	2,995.00	PHOTOGRAPHIC EQUIPMENT - DRONE
2967	BANK OF AMERICA	10/15/2020	999.90	PIX4D SOFTWARE FOR DRONE
2967	BANK OF AMERICA	10/15/2020	934.89	WALL THERMOMETERS FOR WATER
2967	BANK OF AMERICA	10/15/2020	2,484.83	P-CARD CHARGES
3904	DADE PAPER & BAG COMPANY	10/15/2020	68.42	JANITORIAL SUPPLIES
4748	EAST MILTON WATER SYSTEM	10/15/2020	13.81	WATER-MILTON OFFICE
5041	FLATWOODS NATIVES, INC.	10/15/2020	14,000.00	ENCUMBER CONTRACT 19-036
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	10/15/2020	31.08	FAR ADS FOR GB MEETINGS
4033	JOHNSTON TRUCKING, LLC	10/15/2020	22,151.92	ALTHA TRACT ROAD REPAIR MATERI
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	178.18	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	248.26	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	197.49	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	94.38	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	235.42	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	183.48	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	187.93	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	10/15/2020	116.10	KONICA MINOLTA COPIER LEASE RE
2299	LIBERTY COUNTY SOLID WASTE	10/15/2020	32.00	SOLID WASTE DUMPSTER-FL RIVER
4876	NORTH AMERICAN FARMS, INC.	10/15/2020	13,977.42	AG COST SHARE AGREEMENT
3720	RICKLY HYDROLOGICAL CO., INC	10/15/2020	759.71	WADING ROD
105	TALLAHASSEE DEMOCRAT	10/15/2020	119.66	WATER USE PERMIT LEGAL AD
105	TALLAHASSEE DEMOCRAT	10/15/2020	1,963.59	TRIM ADVERTISEMENT
110	TALQUIN ELECTRIC COOPERATIVE, INC.	10/15/2020	3,511.46	ELECTRIC - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	10/15/2020	257.24	WATER/SEWER - HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	10/15/2020	89.20	SECURITY LIGHTS - HQ
5218	WAGeworks, INC.	10/15/2020	56.55	COBRA ADMINISTRATION

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

TOTAL CHECKS			<u>102,111.96</u>	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/16/2020	16,344.32	AS NEEDED HYDROLOGICAL AND ECO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/16/2020	33,293.20	AS NEEDED HYDROLOGICAL AND ECO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/16/2020	4,412.00	AS NEEDED HYDROLOGICAL AND ECO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/16/2020	4,479.08	AS NEEDED HYDROLOGICAL AND ECO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	10/16/2020	8,658.80	AS NEEDED HYDROLOGICAL AND ECO
5499	BCC WASTE SOLUTIONS, LLC	10/16/2020	224.00	DUMPSTER FOR ECONFINA OFFICE A
3126	DEWBERRY ENGINEERS, INC	10/16/2020	19,947.23	ENCUMBER CONTRACT #16-056 TO#2
3126	DEWBERRY ENGINEERS, INC	10/16/2020	300.00	ENCUMBER CONTRACT # 16-086
4855	ENVIRON SERVICES INCORPORATED	10/16/2020	2,583.34	JANITORIAL SERVICES, HEADQUART
2268	INNOVATIVE OFFICE SOLUTIONS, INC	10/16/2020	837.00	ENCUMBRANCE PO FOR PHONE SYSTE
3603	JIM STIDHAM & ASSOCIATES, INC.	10/16/2020	1,913.96	AS NEEDED HYDROLOGICAL SERVICE
3603	JIM STIDHAM & ASSOCIATES, INC.	10/16/2020	2,930.50	AS NEEDED HYDROLOGICAL SERVICE
3603	JIM STIDHAM & ASSOCIATES, INC.	10/16/2020	2,940.90	AS NEEDED HYDROLOGICAL SERVICE
5146	MICHAEL CORRIE MANNION	10/16/2020	4,219.60	STAFF AUGMENTATION FOR CUSTOM
63	NORTHWEST FLORIDA DAILY NEWS	10/16/2020	1,338.30	TRIM ADVERTISEMENT
64	PANAMA CITY NEWS HERALD	10/16/2020	105.80	WATER USE PERMIT LEGAL AD
64	PANAMA CITY NEWS HERALD	10/16/2020	1,250.00	TRIM ADVERTISEMENT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	10/16/2020	92.54	EL-263OPIII CALCULATOR - FOR B
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	10/16/2020	3,526.90	RECREATION SITE CLEANUP-CONTRA
5336	TETRA TECH, INC	10/16/2020	21,607.50	AS NEEDED HYDROLOGICAL SERVICE
5336	TETRA TECH, INC	10/16/2020	2,082.50	AS NEEDED HYDROLOGICAL SERVICE
5060	EXTREME LOGISTICS GULF COAST, LLC	10/16/2020	1,775.00	RENTAL & SERVICE OF PORTABLE T
TOTAL ACH TRANSFER			<u>134,862.47</u>	
TOTAL AP			<u><u>236,974.43</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4522	AECOM TECHNICAL SERVICES, INC	10/22/2020	53,313.00	LAKE MUNSON HARMFUL ALGAE BLOO
5028	AQUATIC INFORMATICS INC	10/22/2020	34,425.00	AQUARIUS DATABASE SCHEMA MAPPI
5721	CARASOFT TECHNOLOGY CORPORATION	10/22/2020	7,874.54	DOCUSIGN ELECTRONIC SIGNATURE
3538	CITY OF APALACHICOLA	10/22/2020	625.86	ENCUMBER CONTRACT #18-048
3289	CITY OF TALLAHASSEE	10/22/2020	41.13	ELECTRIC DATA COLLECTION-LAKES
1948	DELL MARKETING L.P.	10/22/2020	1,907.54	DELL DESKTOPS AND LAPTOPS PURC
1948	DELL MARKETING L.P.	10/22/2020	9,100.00	DELL DESKTOPS AND LAPTOPS PURC
1948	DELL MARKETING L.P.	10/22/2020	14,044.14	DELL DESKTOPS AND LAPTOPS PURC
3379	FL. DEPT. OF AGRICULTURE & CONSUMER SERVICES	10/22/2020	17,781.25	ENCUMBER CONTRACT # 18-019
1399	FLORIDA U. C. FUND	10/22/2020	5,235.01	REEMPLOYMENT TAX
410	GULF COUNTY TAX COLLECTOR	10/22/2020	1,102.23	2019 COMMISSIONS
916	GULF POWER COMPANY	10/22/2020	577.32	ELECTRIC-MILTON OFFICE
423	OKALOOSA CO. TAX COLLECTOR	10/22/2020	3.30	PARCEL REFUND
5085	PATE FARMS, LLC	10/22/2020	2,981.00	COW LAKE ROAD REPAIR MATERIALS
5085	PATE FARMS, LLC	10/22/2020	16,633.65	ECONFINA ROAD REPAIR MATERIALS
62	PENSACOLA NEWS-JOURNAL	10/22/2020	2,109.78	TRIM ADVERTISEMENT
1180	PRIDE ENTERPRISES	10/22/2020	27.69	OFFICE SUPPLIES, ENVELOPES
5547	JERRY SHAFFER	10/22/2020	2,000.00	TRANSFER OF READING WORK BODY
5081	WILLIAMS COMMUNICATIONS, INC.	10/22/2020	200.00	GPS INSTALLATION FOR LAB 2020

TOTAL CHECKS

169,982.44

5089	ATKINS NORTH AMERICA, INC.	10/23/2020	18,205.41	RISK MAP PROGRAM SUPPORT
3771	CHOCTAWHATCHEE BASIN ALLIANCE	10/23/2020	807.70	ADDITIONAL SAV SURVEY LIVE OAK
3126	DEWBERRY ENGINEERS, INC	10/23/2020	23,352.49	ENCUMBER CONTRACT #16-056 TO#2
3126	DEWBERRY ENGINEERS, INC	10/23/2020	2,716.00	ENCUMBER CONTRACT # 16-086
3126	DEWBERRY ENGINEERS, INC	10/23/2020	34,118.56	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	10/23/2020	22,945.12	RISK MAP PROGRAM SUPPORT
5071	GASTON TREE DEBRIS RECYCLING, LLC	10/23/2020	31,850.00	HURRICANE DEBRIS MANAGEMENT-EF
61	JACKSON COUNTY FLORIDAN	10/23/2020	1,201.48	TRIM ADVERTISEMENT
5070	MICHAEL ANDERSON, INC	10/23/2020	68,562.30	ECONFINA BOARDWALK REPLACEMENT
64	PANAMA CITY NEWS HERALD	10/23/2020	104.54	WATER USE PERMIT LEGAL AD
5336	TETRA TECH, INC	10/23/2020	7,357.50	AS NEEDED HYDROLOGICAL SERVICE

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

3696	URS CORPORATION	10/23/2020	6,500.00	ENCUMBER CONTRACT #02-029 TO#8
3696	URS CORPORATION	10/23/2020	3,776.00	ENCUMBER CONTRACT 07-029 TO#81
3696	URS CORPORATION	10/23/2020	12,330.61	ENCUMBER CONTRACT #07-029 TO#
3696	URS CORPORATION	10/23/2020	10,000.00	ENCUMBER CONTRACT #07-029 TO#
3696	URS CORPORATION	10/23/2020	1,575.00	ENCUMBER CONTRACT #07-029 TO#
3696	URS CORPORATION	10/23/2020	1,149.00	ENCUMBER CONTRACT #07-029 TO #
3696	URS CORPORATION	10/23/2020	5,000.00	ENCUMBER CONTRACT 07-029 TO#74
3696	URS CORPORATION	10/23/2020	7,700.00	ENCUMBER CONTRACT #07-029 TO#8

TOTAL ACH TRANSFER

259,251.71

TOTAL AP

429,234.15

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4180	BA MERCHANT SERVICES	10/29/2020	540.56	TRANSACTION FEES FOR E-PERMITT
5428	CARDNO, INC	10/29/2020	12,952.98	AS NEEDED ECOLOGICAL, HYROLOGI
4655	CITY OF GRETN	10/29/2020	40,807.94	ENCUMBER CONTRACT # 17-054
4676	CITY OF MILTON FLORIDA	10/29/2020	70.96	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	10/29/2020	26.07	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	10/29/2020	99,472.50	ENCUMBER CONTRACT # 19-030
5187	CLEAR CHOICE REALTY GROUP, INC.	10/29/2020	17,885.27	AG COST SHARE AGREEMENT
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	10/29/2020	802.45	LABORATORY ANALYSIS - ECONFINA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	10/29/2020	4,646.10	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	10/29/2020	88.61	DEP ECOSYSTEM INTEREST REFUND
5426	DIVERSIFIED PROFESSIONAL SERVICES CORP	10/29/2020	40,865.00	STREAMBANK RESTORATION
2291	GULF COAST ELECTRIC COOPERATIVE,INC	10/29/2020	310.84	ELECTRIC SERVICE-EFO
5173	KIMBERLY BISHOP FARMS, INC.	10/29/2020	7,804.07	AG COST SHARING AGREEMENT
4873	MAIN STREET AUTOMOTIVE, INC.	10/29/2020	89.78	OIL CHANGE FOR WMD-96279
4873	MAIN STREET AUTOMOTIVE, INC.	10/29/2020	23.38	OPEN PURCHASE ORDER FOR ERP-DF
4873	MAIN STREET AUTOMOTIVE, INC.	10/29/2020	48.56	OPEN PURCHASE ORDER FOR ERP-DF
5414	OFFICE BUSINESS SYSTEMS, INC.	10/29/2020	121.63	OBS COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	10/29/2020	126.18	OBS COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	10/29/2020	5.06	OBS COPIER MAINTENANCE RENEWAL
5414	OFFICE BUSINESS SYSTEMS, INC.	10/29/2020	57.48	OBS COPIER MAINTENANCE RENEWAL
5251	RANDSTAD NORTH AMERICA, INC.	10/29/2020	7,918.05	RANDSTAD PROFESSIONAL STAFF AU
5737	TELECHECK SERVICES, INC.	10/29/2020	69.63	EPERMITTING FEES - TELECHECK
5737	TELECHECK SERVICES, INC.	10/29/2020	63.10	EPERMITTING FEES - TELECHECK
5737	TELECHECK SERVICES, INC.	10/29/2020	68.13	EPERMITTING FEES - TELECHECK
5737	TELECHECK SERVICES, INC.	10/29/2020	66.81	EPERMITTING FEES - TELECHECK
5737	TELECHECK SERVICES, INC.	10/29/2020	69.88	EPERMITTING FEES - TELECHECK
4557	VERIZON WIRELESS	10/29/2020	243.60	CELL PHONES
4557	VERIZON WIRELESS	10/29/2020	1,032.78	JETPACKS
3012	WAKULLA COUNTY PROPERTY APPRAISER	10/29/2020	2,789.64	2019/2020
5081	WILLIAMS COMMUNICATIONS, INC.	10/29/2020	220.00	GPS REMOVAL AND INSTALLATION
4038	WINDSTREAM COMMUNICATIONS	10/29/2020	44.78	800 NUMBERS & EFO LONG DISTANCE

TOTAL CHECKS

239,331.82

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

4845	CALHOUN COUNTY SHERIFF'S OFFICE	10/30/2020	1,983.36	LAW ENFORCEMENT - CONTRACT NO
4845	CALHOUN COUNTY SHERIFF'S OFFICE	10/30/2020	1,231.52	LAW ENFORCEMENT - CONTRACT NO
2507	CALHOUN LIBERTY JOURNAL	10/30/2020	20.00	NOTICE OF INTENT TO ADOPT
4559	CITY OF CARRABELLE	10/30/2020	13,515.96	SEPTIC TANK ABATEMENT-PHASE II
45	DMS	10/30/2020	627.39	DEFUNIAK LOCAL
45	DMS	10/30/2020	1,380.93	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	10/30/2020	1,336.40	HQ LOCAL
45	DMS	10/30/2020	34.64	HQ LONG DISTANCE
45	DMS	10/30/2020	69.72	MILTON LOCAL
45	DMS	10/30/2020	1.93	MILTON LONG DISTANCE
45	DMS	10/30/2020	6,509.67	HQ ETHERNET
45	DMS	10/30/2020	0.30	LAN PORTS & INTRANET/INTERNET
45	DMS	10/30/2020	27.99	LAN PORTS & INTRANET/INTERNET
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	10/30/2020	3,509.89	4TH QTR FY 19-20
4807	WEX BANK	10/30/2020	6,266.04	FUEL/REPAIRS
4807	WEX BANK	10/30/2020	625.00	ENCUMBER CONTRACT # 14-057 - G
4807	WEX BANK	10/30/2020	25.00	ENCUMBER CONTRACT # 16-014 - G
4807	WEX BANK	10/30/2020	50.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	10/30/2020	425.00	WEX TELEMATICS FLEET MANAGEMEN
2702	FISH AND WILDLIFE	10/30/2020	20,388.18	ENCUMBER CONTRACT 14-070
3942	A & W VENTURES, L.C.	10/30/2020	567.96	FOUR REGULAR PORTABLE UNITS WI
5328	HSW ENGINEERING, INC	10/30/2020	6,600.00	AS NEEDED HYDROLOGICAL, ECOLOG
5328	HSW ENGINEERING, INC	10/30/2020	3,000.00	AS NEEDED HYDROLOGICAL, ECOLOG
3603	JIM STIDHAM & ASSOCIATES, INC.	10/30/2020	16,303.95	AS NEEDED HYDROLOGICAL SERVICE
5653	L & R CONTRACTING, LLC	10/30/2020	2,100.00	ENCUMBER CONTRACT # 19-032
4952	LAW, REDD, CRONA & MUNROE, P.A.	10/30/2020	1,518.00	ENCUMBER INSPECTOR GENERAL CON
3813	PENNINGTON, P.A.	10/30/2020	6,614.00	LEGAL COUNSEL
5336	TETRA TECH, INC	10/30/2020	2,670.00	AS NEEDED HYDROLOGICAL SERVICE
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	10/30/2020	12,992.60	LAW ENFORCEMENT-CONTRACT NO. 1
5060	EXTREME LOGISTICS GULF COAST, LLC	10/30/2020	1,065.06	RENTAL & SERVICE OF PORTABLE T

TOTAL ACH TRANSFER

111,460.49

TOTAL AP

350,792.31

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	10/01/2020	658.94	MEDICARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	10/01/2020	61,923.03	MEDICAL INSURANCE
2701	FLORIDA MUNICIPAL INSURANCE TRUST	10/01/2020	26,641.75	1ST INSTALLMENT FY 20-21
4832	SUN LIFE FINANCIAL	10/01/2020	93.80	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	10/01/2020	5,301.62	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	10/01/2020	969.78	AD&D ACCT 1
4833	SUN LIFE FINANCIAL	10/01/2020	992.29	VOL LTD ACCT 3
TOTAL CHECKS			<u>96,581.21</u>	
1617	CAPITAL HEALTH PLAN	10/02/2020	80,760.60	MEDICAL INSURANCE
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	10/02/2020	3,585.23	1ST QTR FY 20-21
TOTAL ACH TRANSFER			<u>84,345.83</u>	
TOTAL AP			<u><u>180,927.04</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3399	FLORIDA STORMWATER ASSOC., INC.	10/08/2020	850.00	FSA MEMBERSHIP
5016	LOBBYTOOLS, INC.	10/08/2020	4,250.00	LOBBYTOOLS SUBSCRIPTION RENEWA
TOTAL CHECKS			<u>5,100.00</u>	
TOTAL AP			<u><u>5,100.00</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5730	BOLITA, LLC	10/08/2020	50,006.25	REFUND CONTRACT #21-006
TOTAL CHECKS			<u>50,006.25</u>	
TOTAL AP			<u><u>50,006.25</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5001	NORTHWEST FLORIDA LEAGUE OF CITIES, INC	10/15/2020	250.00	NWFLC MEMBERSHIP
5393	REPUBLIC PARKING SYSTEM TALLAHASSEE	10/15/2020	167.84	PARKING PASS FOR TWO SPACES AT
TOTAL CHECKS			<u>417.84</u>	
3293	ANGUS G. ANDREWS, JR.	10/16/2020	8,125.00	ENCUMBER LEASE AGREEMENT - CON
45	DMS	10/16/2020	304.00	OFFSITE DATA STORAGE
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	10/16/2020	1,710.00	MAINTENANCE AND MONITORING ALA
TOTAL ACH TRANSFER			<u>10,139.00</u>	
TOTAL AP			<u><u>10,556.84</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5094	SMITH REFRIGERATION, INC	10/22/2020	802.50	AC REPAIR EFO
5028	AQUATIC INFORMATICS INC	10/22/2020	10,729.00	AQUARIUS CLOUD SERVICES RENEWA
4754	CUMMINS POWER SOUTH	10/22/2020	357.88	PREVENTATIVE SERVICE - GENERAT
5410	GUARDIAN AUTOMOTIVE	10/22/2020	45.60	OPEN PURCHASE ORDER FOR RMD.
1205	OFFICE DEPOT, INC.	10/22/2020	67.17	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	10/22/2020	136.26	OFFICE SUPPLIES
5085	PATE FARMS, LLC	10/22/2020	2,000.00	SUPPLY AND DELIVER TEN LOADS O
3941	TYLER TECHNOLOGIES, INC.	10/22/2020	82,384.92	MUNIS LICENSE AND SUPPORT
TOTAL CHECKS			<u>96,523.33</u>	
4944	BRETT CYPHERS	10/23/2020	73.43	TRAVEL REIMBURSEMENT
TOTAL ACH TRANSFER			<u>73.43</u>	
5707	REFUND PAYEEZY	10/23/2020	100.00	295139 REFUND FOR WITHDRAWAL
5707	REFUND PAYEEZY	10/23/2020	100.00	P292770-1 REFUND FOR WITHDRAWA
TOTAL DIRECT DISBURSEMENTS			<u>200.00</u>	
TOTAL AP			<u><u>96,796.76</u></u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
95	AT&T	10/29/2020	294.88	PHONE SERVICE-EFO
3289	CITY OF TALLAHASSEE	10/29/2020	167.84	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	167.84	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
3289	CITY OF TALLAHASSEE	10/29/2020	180.00	PARKING PASS FOR TWO SPACES AT
5739	DARRYL BOUDREAU	10/29/2020	200.00	CONFERENCE REIMBURSEMENT
4875	DEPARTMENT OF ECONOMIC OPPORTUNITY	10/29/2020	175.00	ANNUAL SPECIAL DISTRICT FEE
4103	EDDIE ENGLISH COMPANY, INC.	10/29/2020	465.76	TWO NEW TIRES FOR TRAILER WMD
2171	ESRI, INCORPORATED	10/29/2020	61,500.00	ESRI LICENSE AND MAINTENANCE
2171	ESRI, INCORPORATED	10/29/2020	63,200.00	ESRI ENTERPRISE ADVANTAGE PROG
4273	ROBERT T. MIXON	10/29/2020	183.65	8' LEATHER WORK BOOTS FOR AARO
3266	LOWE'S COMPANIES INC.	10/29/2020	34.92	LUMBER FOR LEXEN COUGH SHIELDS
1205	OFFICE DEPOT, INC.	10/29/2020	108.54	REG OFFICE SUPPLIES
5610	OKALOOSA-WALTON SECURITY & SURVEILLANCE	10/29/2020	75.00	DFS SECURITY
5083	S&S ENVIRONMENTAL CONSULTANTS, LLC	10/29/2020	7,500.00	WETLANDS ESTIMATION
1620	SUPERIOR FORESTRY SERVICE, INC	10/29/2020	2,669.45	20-014 RETURN PERF BOND
2808	THAT BOOT STORE	10/29/2020	197.09	SAFETY BOOTS FOR WAYNE GOODWIN
5734	TRULIEVE, INC.	10/29/2020	100.00	P295029-1 EPERMIT DISCOUNT REF
TOTAL CHECKS			<u>138,839.97</u>	
97	THE DEFUNIAK HERALD	10/30/2020	41.25	WATER USE PERMIT LEGAL AD
5641	MUNROE FOREST & WILDLIFE MANAGEMENT, INC	10/30/2020	5,292.00	HERBICIDE APPLICATION FOR 49 A
3104	SOUTHERN WATER SERVICES, LLC	10/30/2020	250.00	QUARTERLY SAMPLING FOR ECONFIN
5218	WAGeworks, INC.	10/30/2020	158.10	FLEXIBLE SPENDING ACCOUNT ADMI
TOTAL ACH TRANSFER			<u>5,741.35</u>	
TOTAL AP			<u>144,581.32</u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

OCTOBER 2020

DIRECT DEPOSIT	10/07/2020	\$	215,516.69
CHECKS	10/09/2020		2,200.60
FLEX SPENDING EFT	10/09/2020		1,769.16
DIRECT DEPOSIT	10/21/2020		215,578.03
CHECKS	10/23/2020		2,200.60
FLEX SPENDING EFT	10/23/2020		1,769.16

\$ 439,034.24

APPROVED:

Chairman or Executive Director

December 17, 2020

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

DATE: December 2, 2020

SUBJECT: Consideration of Inspector General's Long Term and Annual Audit Work Plans

Recommendation

Approval is requested for the Inspector General's three-year audit work plan for fiscal years 2020-21 through 2022-23 and an annual audit work plan for 2020-21.

Background

The following proposed plans are developed in consultation with District staff and are for your review and consideration.

DISTRICT'S THREE-YEAR INTERNAL AUDIT PLAN For the Fiscal Years Ending September 30, 2021 through September 30, 2023

1. 2021
 - a. Payroll/HR
 - b. Remote Working Environment (District Operational Response to COVID-19)
 - i. Remote Access Controls
 - ii. Systems for Monitoring, Managing, and Evaluating Performance, Time, and Attendance of Remote Employees
 - c. Follow-up on Unresolved Prior Audit Findings*
2. 2022
 - a. Remote Working Environment – Impact on Compliance and Enforcement Activities
 - b. Land Acquisition and Management
 - c. Follow-up on Unresolved Prior Internal Audit Findings*
3. 2023
 - a. Use of Restricted Funds
 - b. Performance Measures and Standards
 - c. Follow-up on Unresolved Prior Audit Findings*

* includes prior internal audit findings and, when applicable, findings of the Auditor General

DISTRICT'S 2021 INTERNAL AUDIT WORK PLAN

Audit Area	Tentative Work Plan	Planned Start Date	Estimated Hours
Planning	<ul style="list-style-type: none"> – Meetings with District management – Make inquiries and perform other procedures as necessary to identify recent changes or events at the District, if any, relevant to the internal audit risk assessment – Identify areas of concern – Design specific audit procedures – Present audit plans to District Governing Board 	November 2020	20
Payroll/HR	<ul style="list-style-type: none"> – Review internal controls over payroll and time and attendance reporting as set forth in the District's policies and procedures manual – Test a sample of employees to verify that rates of pay are authorized and that time and attendance is properly reported – For a sample of new hires, test personnel files to determine the accuracy and sufficiency of documentation maintained by the Human Resource (HR) and Payroll Departments – Test a sample of terminated employees for proper cutoff of the last payroll check and accuracy of accrued leave payment – Review internal controls over the transmittal of payroll direct deposit authorizations to the bank 	December 2020	80
Remote Working Environment	<p>Review the District's established remote working environment as an operational response to COVID-19 risks to employees. This will include evaluations of the following:</p> <ul style="list-style-type: none"> – Controls over employees' remote access to the District's network – Systems for monitoring, managing, and evaluating performance, time, and attendance of employees working remotely – Measurement and assessment of employee productivity under COVID-19 conditions versus prior year productivity 	February 2021	60
Follow-up on Prior Internal Audit Findings	<ul style="list-style-type: none"> – Review status of District corrective actions toward observations and recommendations in Report No. 20-01, Information Technology and Cybersecurity Controls, dated January 28, 2020 	May/June 2021	10
Discretionary	<ul style="list-style-type: none"> – Reserved for procedures to be performed at the discretion of the inspector general without the prior knowledge of management – Perform additional procedures as deemed necessary as a result of other procedures performed or at the request of the District's Governing Board, management, and/or external auditor 	January – September 2021	30
Reporting	<ul style="list-style-type: none"> – Preparation of internal audit reports – Presentation of draft reports to District Chief of Staff – Presentation of final audit reports to Governing Board – Presentation of Annual Report of IG Activities to Governing Board 	January – September 2021	100

Total Hours	300.00
Estimated Blended Hourly Rate	\$ 147.75
Estimated Fee	<u>\$44,325.00</u>

ESTIMATED BLENDED HOURLY RATE

	<u>Hourly Rate</u>	<u>Percent Utilized</u>	<u>Extension</u>
Inspector General	\$220	5%	\$ 11.00
Partner-in-Charge	\$220	15%	33.00
Audit Manager/IT Manager	\$155-165 (blended)	25%	40.00
Senior Auditor	\$125	35%	43.75
Staff Auditor	\$100	20%	<u>20.00</u>
	Blended Rate		<u>\$ 147.75</u>

Audits to be conducted will be in accordance with the current International Standards for the Professional Practice of Internal Auditing as published by the Institute of Internal Auditors, Inc., or, where appropriate, in accordance with generally accepted governmental auditing standards. All audit reports issued will include a statement that the audit was conducted pursuant to the appropriate standards.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Zeigler, Chief of Staff

FROM: Wendy Dugan, Division of Administration Director

DATE: December 2, 2020

SUBJECTS: Consideration of Fiscal Year 2021-2022 Preliminary Budget

Recommendation

Staff recommends the Governing Board approve the Fiscal Year 2021-2022 Preliminary Budget as presented and allow staff to make changes based on collaboration with the Executive Office of the Governor (EOG) and Department of Environmental Protection (DEP) and submit the final document to the Legislature by January 15, 2021.

Background

Pursuant to Chapter 373, Florida Statutes, the District is to submit a Preliminary Budget for the next fiscal year to the Legislature by January 15 of each year. A draft copy is scheduled to be provided to the EOG and DEP for initial review. The Preliminary Budget will be the basis for preparing the District's Tentative Budget, which must be presented to the Governing Board no later than July 15, 2021 and submitted to the Governor and Legislature by August 1, 2021. The District can make changes to the Preliminary Budget, within statutory limits, prior to Tentative Budget completion.

The Fiscal Year (FY) 2021-2022 Preliminary Budget is \$94,715,850, which represents an increase of \$5,106,193 (5.7 percent) from the FY 2020-2021 Adopted Budget. The proposed budget includes new potential grant funding of \$10,000,000 for springs restoration and protection projects and \$3,180,000 for alternative water supply efforts, based on prior annual allocations from DEP. Offsetting these increases are reductions mainly from the removal of unallocated grant budget, progress made on watershed improvement and springs projects already underway, advances on Hurricane Michael recovery efforts, and prior year land acquisitions.

The Preliminary Budget prioritizes funding on water quality projects that help maximize nutrient reductions, consistent with Executive Order 19-12. Additionally, this budget will provide adequate fiscal resources to effectively implement the District's core mission addressing water quality, water supply, natural systems, and flood protection, including:

- \$55.2 million for springs projects. This funding will enable the District to implement restoration projects for Wakulla Spring; Jackson Blue Spring; and springs associated with the St. Marks River, Chipola River, Econfina Creek, and Holmes Creek.
- \$10.5 million for alternative water supply development, water supply development assistance, and water resource development. Alternative water supply development funding includes support for cooperative, multijurisdictional efforts to expand reuse of reclaimed water in northwest Florida. Water resource development activities include hydrogeologic investigations and continuing technical assistance for water use efficiency in the Jackson Blue Spring groundwater contribution area.
- \$7.3 million for watershed restoration. This funding will facilitate continued efforts to protect and restore water quality and aquatic habitats through cooperative water quality improvement projects and best management practices. Funded projects include stormwater retrofits and septic tank abatement benefitting St. Joseph Bay, Apalachicola Bay, and St. Andrew Bay; innovative technology to address harmful algal blooms and nutrient enrichment in Lake Munson and the Wakulla Spring contribution area; and a dedicated assessment of water quality and freshwater inflow in St. Joseph Bay, Lake Wimico, and East Bay.
- \$5.3 million for Hurricane Michael recovery efforts and reforestation. This funding will continue debris clean-up on District lands with a focus on those areas deemed catastrophically or severely damaged, reforestation with prescribed burns and tree planting, and repairs and maintenance efforts for public access and recreational amenities on District lands.
- \$1.3 million for data collection and MFL technical assessments for Jackson Blue Spring; the Gainer Spring Group; Sylvan Spring Group; and Williford Spring Group.

The following charts summarize the budget by revenue, expenditure, program, and activity with prior year figures for comparison purposes. A comprehensive document with significant detail supporting the Preliminary Budget will be provided separately.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2021-2022 PRELIMINARY BUDGET COMPARISON
REVENUE CATEGORIES**

	FY 2018-19 Actuals	FY 2019-20 Est. Actuals	FY 2020-21 Adopted	FY 2021-22 Preliminary	Preliminary O/(U) Adopted Budget	
Ad Valorem Tax	3,455,534	3,470,412	3,587,899	3,587,899	0	0.0%
Federal Revenue	1,502,088	437,623	3,255,873	2,766,942	(488,931)	-15.0%
State Revenue	16,119,465	13,707,376	74,176,132	80,187,727	6,011,595	8.1%
Local Revenue	109,086	59,842	151,580	185,006	33,426	22.1%
Permit Fees	506,480	610,170	437,500	548,000	110,500	25.3%
Timber Sales	199,238	97,417	0	0	0	
Miscellaneous	1,558,853	1,343,998	4,893,296	4,607,119	(286,177)	-5.8%
w/o Fund Balance	23,450,744	19,726,837	86,502,280	91,882,693	5,380,413	6.2%
Fund Balance	(919,331)	1,155,176	3,107,377	2,833,157	(274,220)	-8.8%
w/Fund Balance	22,531,413	20,882,014	89,609,657	94,715,850	5,106,193	5.7%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2021-2022 PRELIMINARY BUDGET COMPARISON
EXPENSE CATEGORIES**

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Preliminary O/(U)	
	Actuals	Est. Actuals	Adopted	Preliminary	Adopted Budget	
Salaries & Benefits	8,101,686	8,097,697	8,818,687	9,083,934	265,247	3.0%
Other Personal Services	248,978	255,729	356,240	379,494	23,254	6.5%
Contracted Services	3,430,746	5,002,078	13,994,294	12,484,324	(1,509,970)	-10.8%
Operating Expense	2,173,884	2,062,979	3,025,308	3,438,120	412,812	13.6%
Operating Capital Outlay	572,608	514,945	584,498	607,504	23,006	3.9%
Operating Categories	14,527,902	15,933,429	26,779,027	25,993,376	(785,651)	-2.9%
Fixed Capital Outlay	1,192,916	2,010,514	13,838,846	12,403,603	(1,435,243)	-10.4%
Grants	6,810,595	2,938,071	48,991,784	56,318,871	7,327,087	15.0%
Non-Operating Categories	8,003,511	4,948,585	62,830,630	68,722,474	5,891,844	9.4%
GRAND TOTAL	22,531,413	20,882,014	89,609,657	94,715,850	5,106,193	5.7%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2021-2022 PRELIMINARY BUDGET COMPARISON
PROGRAM LEVEL**

Program	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Preliminary O/(U)	
	Actuals	Est. Actuals	Adopted	Preliminary	Adopted Budget	
1 Water Resource Plan & Monitoring	4,221,297	4,803,118	7,233,145	6,885,701	(347,444)	-4.8%
2 Land Acq, Restoration & Public Works	9,622,355	6,875,580	69,227,458	75,777,668	6,550,210	9.5%
3 Operation & Maint of Works & Lands	3,523,610	3,914,561	7,048,616	5,718,978	(1,329,638)	-18.9%
4 Regulation	3,145,179	3,218,820	3,880,386	4,050,691	170,305	4.4%
5 Outreach	127,574	122,904	136,457	138,801	2,344	1.7%
6 Management & Administration	1,891,398	1,947,030	2,083,595	2,144,011	60,416	2.9%
GRAND TOTAL	22,531,413	20,882,014	89,609,657	94,715,850	5,106,193	5.7%

Combined Outreach and Management & Administration as a Percent of Total Budget* 2,282,812 2.4%

* The Legislative Budget Commission may reject the District's budget proposals in these two programs that exceed 15% of the total budget.

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2021-2022 PRELIMINARY BUDGET COMPARISON
PROGRAM AND ACTIVITY LEVEL**

	FY 2018-19 Actuals	FY 2019-20 Est. Actuals	FY 2020-21 Adopted	FY 2021-22 Preliminary	Preliminary O/(U) Adopted Budget	
1.0 Water Resources Planning and Monitoring						
1.1 - District Water Management Planning						
1.1.1 Water Supply Planning	162,439	114,246	126,956	99,772	(27,184)	-21.4%
1.1.2 Minimum Flows & Levels	982,681	1,384,093	1,945,763	1,192,096	(753,667)	-38.7%
1.1.3 Other Water Resources Planning	561,921	532,701	555,605	571,119	15,514	2.8%
1.2 - Rsch, Data Collec. /Analysis / Monitor.	762,700	668,966	1,330,353	1,454,725	124,372	9.3%
1.3 - Technical Assistance	1,277,876	1,631,134	2,576,487	2,869,467	292,980	11.4%
1.5 - Technology & Information Services	473,680	471,978	697,981	698,522	541	0.1%
Total	4,221,297	4,803,118	7,233,145	6,885,701	(347,444)	-4.8%
2.0 Acquisition, Restoration and Public Works						
2.1 - Land Acquisition	1,066,102	1,222,464	12,142,197	11,153,091	(989,106)	-8.1%
2.2 - Water Source Development						
2.2.1 Water Resource Development Projects	177,241	178,394	1,245,722	1,258,880	13,158	1.1%
2.2.2 Water Supply Development Assistance	1,008,582	198,589	6,421,691	9,206,529	2,784,838	43.4%
2.3 - Surface Water Projects	6,621,028	3,954,888	46,867,595	51,178,098	4,310,503	9.2%
2.5 - Facilities Constr. and Major Renov.	151,833	6,240	0	0	0	
2.6 - Other Acquisition and Restor. Activities	532,179	1,249,181	2,468,178	2,896,743	428,565	17.4%
2.7 - Technology & Information Service	65,389	65,823	82,075	84,327	2,252	2.7%
Total	9,622,355	6,875,580	69,227,458	75,777,668	6,550,210	9.5%
3.0 Operation and Maintenance of Lands and Works						
3.1 - Land Management	2,731,517	3,146,166	6,148,599	4,748,398	(1,400,201)	-22.8%
3.2 - Works	3,473	2,896	6,847	6,909	62	0.9%
3.3 - Facilities	322,297	339,875	359,917	373,652	13,735	3.8%
3.6 - Fleet Services	57,130	45,345	29,444	64,244	34,800	118.2%
3.7 - Technology & Information Services	409,192	380,279	503,809	525,775	21,966	4.4%
Total	3,523,610	3,914,561	7,048,616	5,718,978	(1,329,638)	-18.9%

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
FY 2021-2022 PRELIMINARY BUDGET COMPARISON
PROGRAM AND ACTIVITY LEVEL (Continued)**

	FY 2018-19 Actuals	FY 2019-20 Est. Actuals	FY 2020-21 Adopted	FY 2021-22 Preliminary	Preliminary O/(U) Adopted Budget	
4.0 Regulation						
4.1 - Consumptive Use Permitting	463,439	391,138	485,651	479,309	(6,342)	-1.3%
4.2 - Water Well Constr. Permitting and Contractor Licensing	818,601	884,817	920,422	965,258	44,836	4.9%
4.3 - Env. Resource and Surface Water Permitting	1,121,684	1,177,888	1,452,319	1,506,235	53,916	3.7%
4.4 - Other Reg. and Enforcement Activities	217,766	214,151	260,496	282,714	22,218	8.5%
4.5 - Technology & Information Services	523,689	550,826	761,498	817,175	55,677	7.3%
Total	3,145,179	3,218,820	3,880,386	4,050,691	170,305	4.4%
5.0 Outreach						
5.1 - Water Resource Education	0	0	0	0	0	
5.2 - Public Information	122,199	118,504	126,257	128,601	2,344	1.9%
5.4 - Lobbying / Legis. & Cabinet Affairs	5,375	4,400	10,200	10,200	0	0.0%
Total	127,574	122,904	136,457	138,801	2,344	1.7%
6.0 District Management and Administration						
6.1 - Administrative and Operations Support						
6.1.1 - Executive Direction	628,663	682,532	687,220	699,370	12,150	1.8%
6.1.4 - Administrative Support	833,985	833,318	895,818	912,456	16,638	1.9%
6.1.7 - Human Resources	113,004	113,108	135,256	138,427	3,171	2.3%
6.1.9 - Technology & Information Services	259,097	263,711	307,551	336,008	28,457	9.3%
6.4 - Other (Tax Collector/Prop. Appr. Fees)	56,649	54,360	57,750	57,750	0	0.0%
Total	1,891,398	1,947,030	2,083,595	2,144,011	60,416	2.9%
Total District Expenditure Budget	22,531,413	20,882,014	89,609,657	94,715,850	5,106,193	5.7%

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff

FROM: Lennie Zeiler, Director, Division of Asset Management

DATE: November 23, 2020

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Conservation Easement from Bruce Forest LLC; Jackson County

Recommendation:

Staff recommends the Governing Board accept the appraisals prepared by Trigg, Catlett & Associates and Bell, Griffith & Associates for the Bruce Forest, LLC Property in Jackson County, and authorize the Executive Director to execute the following documents: the Purchase and Sale Agreement, Conservation Easement, and all closing documents on behalf of the District with Bruce Forest, LLC for the acquisition of less-than-fee simple (conservation easement) for \$222,275.30, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller. In addition, authorize the Executive Director to correct technical or scrivener errors related to this acquisition.

Background:

Staff obtained two separate appraisals for the purchase of a conservation easement on the Forest property. The appraisals were prepared by Trigg, Catlett & Associates and Bell, Griffith & Associates. Each of the above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement. The acquisition will include the purchase of less-than-fee simple (conservation easement) on 617.43 acres +\-as shown on the attached maps in Jackson County from Bruce Forest, LLC. The property consists of agricultural fields along with mixed bottomland hardwood floodplain forest and pine/hardwood upland habitat associated with Dry Creek.

The Bruce Forest property is located within the Chipola River Springs Groundwater Contribution Area.

Purchase Price. The purchase price negotiated by staff for the less-than-fee simple (conservation easement) purchase on 617.43 acres +/- is \$222,275.30. The purchase price does not include any closing costs.

The purchase of this conservation easement will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2020-21 budget for this acquisition.

Appraisal. The District paid for the appraisals at a combined cost of \$6,600.

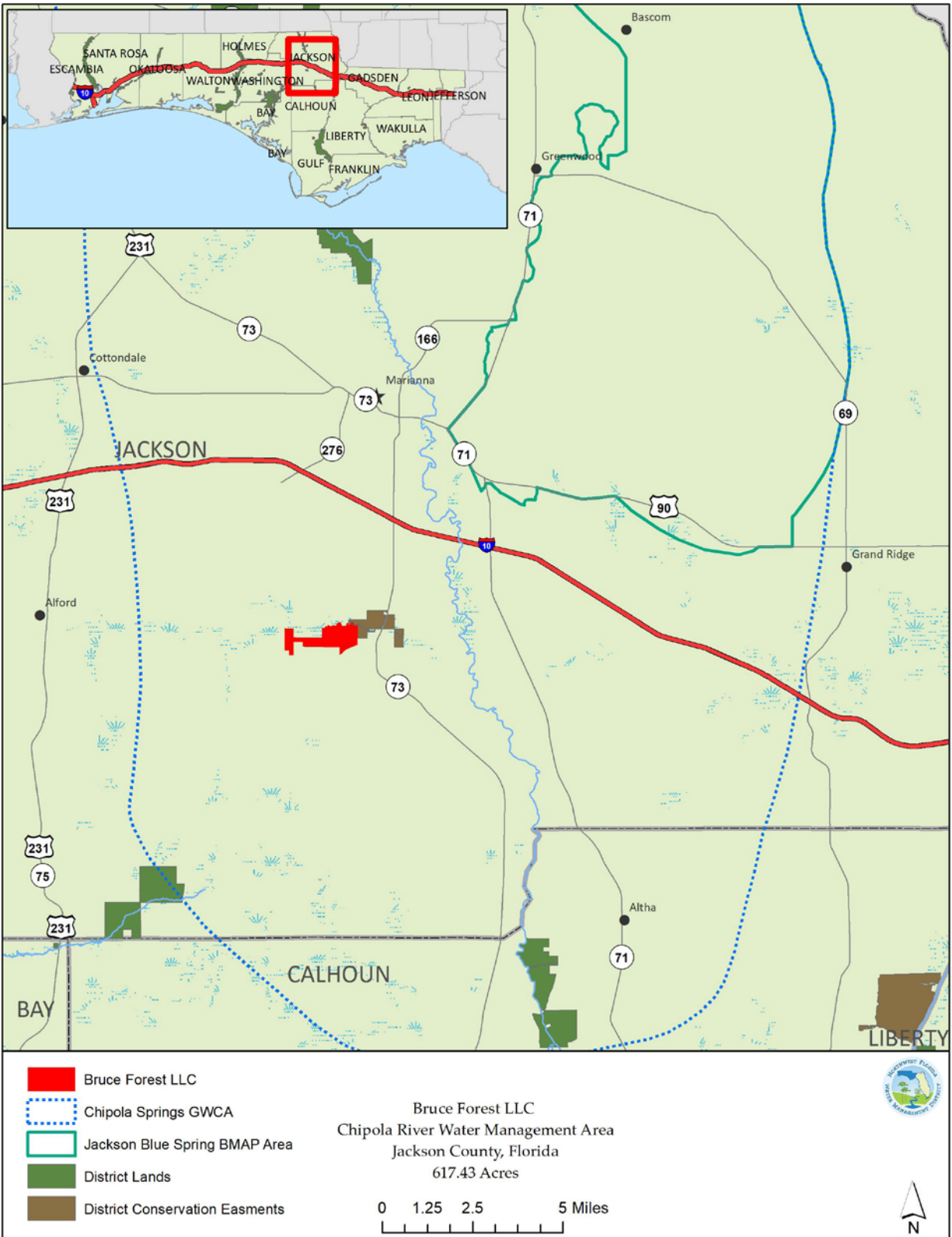
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line.

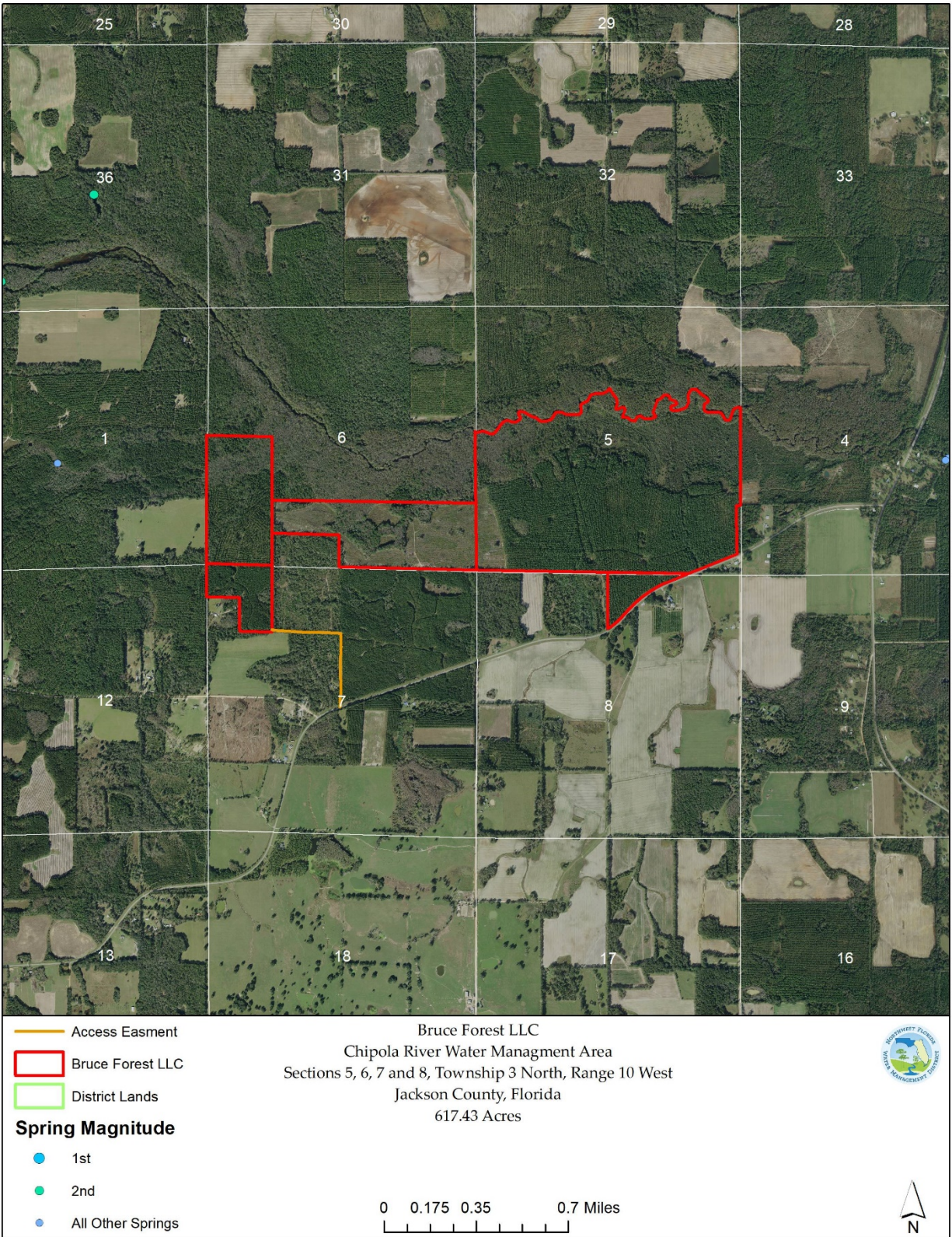
Environmental Site Assessment. The District will pay for the environmental site assessment.

Baseline Documentation Report. The District will pay for the baseline documentation report.

Title Insurance. The District will pay for the cost of the title exam and premium, the cost of document preparation and recording fees. 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.

LZ/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2021, between **BRUCE FOREST, LLC.**, whose address is 1110 S. Strong Drive, Bloomington, IN 47402, referred to herein as "Seller", an Indiana limited liability company, 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 Conservation Easement/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement (the "Conservation Easement") through, across, upon and under that certain real property 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 perpetual, enforceable conservation easement, as set forth in **Exhibit B**, 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 legal access to the Property.

3. **Purchase Price.** The Purchase Price for the Conservation Easement on the Property (the "Purchase Price") will be Two Hundred Twenty-Two Thousand Two Hundred Seventy-Five and 30/100 Dollars (\$222,275.30).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$360.01 per acre ("Acre Price") for an estimated 617.43 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 617.43 acres or less than 617.43, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$360.01 by the acreage shown on the final 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 final approved 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 \$360.01, 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 an Owner's Policy 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 April 30, 2021, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 10:00 a.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 April 30, 2021. 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 the Florida Department of Environmental Protection 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 the Conservation Easement as set forth in **Exhibit B**. The cost of document preparation shall be borne by Purchaser.

9. **Baseline Documentation.** Purchaser will order a baseline documentation report covering the Property. A baseline documentation report provides a map of the property documenting the relevant features of the subject property and provides representation of the subject property which is intended to serve as an objective information baseline for monitoring compliance with the terms of the grant of the Conservation Easement attached as **Exhibit B**. Purchaser shall have the right to object to any matters reflected on the baseline documentation report. The baseline documentation report shall serve as an accurate representation of the physical, ecological and biological condition of the Property. The baseline documentation report will be placed and retained on file with the Purchaser as a public record and a copy will be provided to the Seller at closing. The cost of the baseline documentation report shall be borne by Purchaser.

10. **Expenses/Taxes and Assessments.** Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the Conservation Easement shall be borne by Purchaser. Each party shall bear their own attorney fees. Ad valorem taxes on the Property and any assessments on the Property for the year of closing and for all subsequent years shall be and remain the expense of the Seller.

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 September 8, 2020, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

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 Conservation Easement, 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) 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 September 8, 2020. Since September 8, 2020, 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 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: Bruce Forest, LLC
 c/o Warren Cutshall, Manager
 1110 S. Strong Drive
 Bloomington, IN 47402

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

Seller's representative in matters relating to this Agreement will be Warren Cutshall. Purchaser's representative in matters relating to this Agreement will be 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) Funds for purchase are available from the Florida Department of Environmental Protection;

(j) 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.

(k) 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 December 17, 2020.

27. **Subordination.** If at the time of conveyance of the Conservation Easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the Conservation Easement, to subordinate its rights in the Property to the Conservation Easement to the extent necessary to permit the Purchaser to enforce the purpose of the Conservation Easement in perpetuity and to prevent any modification or extinguishment of the Conservation Easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

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

SELLER:

BRUCE FOREST, LLC

By: _____
Warren Cutshall, Manager

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Brett Cyphers, Executive Director

Date: _____

EXHIBIT "A"
(legal description)

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

Township 3 North, Range 10 West:

Section 5:

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

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

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

Section 6:

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

And

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

Begin at a 4" square concrete monument (MHCO) marking the Southwest Corner of Section 6, Township 3 North, Range 10 West, Jackson County, Florida; thence N01°05'48"E, along the West

line of the Southwest Quarter of said Section, a distance of 2611.83 feet to a 4" square concrete monument (PSM 3214) marking the Northwest Corner of the West Half of the Southwest Quarter of said Section; thence S88°38'45"E, a distance of 1345.67 feet to a 4" square concrete monument (PSM 3214) marking the Northeast Corner of said West Half of the Southwest Quarter; thence S01°20'43"W, a distance of 2629.12 feet to a ½" iron rod and cap PSM 6525) marking the Southeast Corner of said West Half of the Southwest Quarter; thence N87°54'10" W, along the South line of said Southwest Quarter, a distance of 1334.45 feet to the Point of Beginning.

Section 7:

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

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

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

And

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

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

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

And

Commence at an existing round concrete monument marking the Southwest Corner of the NE ¼ of Section 7, Township 3 North, Range 10 West of Jackson County, Florida; thence run S 89°56'22" E along the South line of said NE ¼, a distance of 1348.59 feet to a set iron rod (PSM 6111) and call this the Point of Beginning; thence continue S 89°56'22"E along said South line of NE ¼ a distance of 31.96 feet to set iron rod (PSM No. 6111); thence departing said South line on a bearing of N20°01'37"W, 276.38 feet to a set iron rod (PSM No. 6111) marking a point on the Southerly right of way line of County Road No. 278 (also known as Laramore Road-100' wide right of way); thence S69°58'23"W along said right of way line, 30.0 feet to a set iron rod (PSM No. 6111); thence departing said right of way line on a bearing of S 20°01'37"E, 265.41 feet to the Point of Beginning.

Section 8:

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

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

EXHIBIT B
(conservation easement)

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ____ day of _____, 2021, by and between Bruce Forest, LLC, having a mailing address of 1100 S. Strong Drive, Bloomington, Indiana 47406, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

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

WHEREAS, the parties recognize the natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Chipola River.

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2019), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

- 1. EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement and that Grantor will be afforded protection from liability in accordance with Sections 373.1395(5) and 375.251, Florida Statutes (2019), as modified or amended.
- 2. PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features, water

resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Chipola River.

3. RIGHTS RESERVED TO GRANTOR. Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

- A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.
- B. **Rights not Expressly prohibited.** Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.
- C. **Sale or Transfer of Interest.** Subject to Section 19 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee and Grantor shall provide Grantee with a copy of the recorded instrument of conveyance. Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.
- D. **Subdivision.** Grantor shall have the right to subdivide the Property into four parcels.
- E. **Residential Use.** Four residences, together with supporting buildings and amenities for each, may be constructed on the Property. The residence sites are exempt from the prohibited uses recited herein to the extent that the prohibited uses conflict with the residential uses. Construction of new residences shall not exceed the Total Impervious Surface Amount. "Site" as used herein shall mean the location of the home/residence together with the surrounding five acres of land containing supporting buildings, amenities and driveway.
- F. **Construction.** Grantor retains the right to construct new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded.
- G. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.
- H. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property so long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and so long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

In addition, Grantor retains the right to install portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

- I. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, so long as the Property is maintained in a manner consistent with this Easement. The lessee must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.
- J. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry (“Silviculture”) management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit “B” and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow. Unless otherwise defined herein, all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect and the following:
 - 1. If pesticides or herbicides are used in forestry practices, follow the measures in Florida’s Silviculture Best Management Practices Manual and adhere strictly to label restrictions.
 - 2. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.
- K. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof so long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee for its approval before undertaking any activities. Grantee will approve any reasonable request.
- L. **Fencing.** Grantor retains the right to repair existing fence and install fencing on the Property. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction. Grantee will approve any reasonable request.
- M. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other

type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.

- N. **Access.** Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.
- O. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of 20 acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 2.S. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.
- P. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.
- Q. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.
- R. **Trails.** Grantor retains the right to maintain existing trails in the upland portion of the property. In addition, Grantor retains the right to build new trails in the upland portion of the property.
- S. **Livestock and Native Game.** Grantor may engage in the raising of livestock and native game on the Property in accordance with current Florida Department of Agriculture and Consumer Services Best Management Practices and in accordance with the following:
 - 1. Implement a nutrient management plan that includes use of the Institute of Florida Agricultural Science's (IFAS) low nitrogen fertilization recommendations for pastures and food plots. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.
 - 2. Enroll in the Florida Department of Agriculture Best Management Practices (BMP) program for all applicable operations. Follow the most current version(s) of the BMP manuals.
 - 3. Maintain a stocking rate not to exceed one livestock per ten acres or four game animals per acre. Livestock production is limited to 69.1 acres and designated to fields described in Exhibit "C" Livestock Production Areas.
- T. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property.
- U. **Improved Pasture.** Grantor may convert up to 23.27% of the total acreage of the Property to improved pasture as described in Exhibit "D" Improved Pasture Areas.

V. **Approvals.** The Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

4. RIGHTS GRANTED TO GRANTEE. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- A. The right to protect and preserve the conservation values of the Property.
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.
- C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Timely communication shall be required by Grantor with Grantee to minimize potential inconsistent activities occurring and facilitate widest possible use of the property consistent with the purposes of this Easement.
- E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
- F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to three acres (the "Total Impervious Surface Acreage").

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

- A. **Subdivision.** There shall be no subdivision except as allowed in the Rights Reserved to Grantor section of this Easement.

- B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.
- C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.
- D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
- E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to include reasonable amounts of legal waste generated as a result of allowed activities.
- G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.
- H. **Exotic Animals.** There shall be no placement of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC.
- I. **Archaeological Sites.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck,

limestone, sand, loam, gravel, rock, dirt, soil or other material, as to affect the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.

- K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetland areas and there shall be no conversion of said wetlands. Grantee shall have complete timber rights in these cypress wetlands, hydric hammock, mixed bottom land hardwoods or other isolated wetland forests as shown on Exhibit "B".

In the areas that Grantor may not cut or remove timber, in the event the timber is damaged by natural disaster, fire, infestation or the like, Grantee may, at its sole discretion, enter upon the Property to cut and remove such damaged timber to protect the remaining timber. In such event, the Grantee shall restore and reforest the area from which such timber is removed. All costs for cutting and removal and restoration and reforestation shall be at the expense of the Grantee and the Grantee shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.

- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement. In addition to the applicable Florida Department of Agriculture Best Management Practices (BMP), the Grantor shall:

1. Install exclusion fencing from all wetlands, sinkholes, and other karst features as designated in Exhibit "B".
2. Request and receive approval from the Grantee before the construction and installation of wells, piping, troughs, working pens, and other cattle or livestock management needs.

- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.

- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration, and provided that such chemicals shall be applied by non-aerial means. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Activities of this kind shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.

- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
6. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit “B” and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this grant, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
7. **DURATION OF EASEMENT.** This Easement granted unto Grantee shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the contribution was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
8. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee’s interest in the same created by this Easement against the lawful claims of all persons.
9. **MODIFICATION.** The Easement as herein defined may be modified by mutual written, signed modification agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2019), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
10. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand

delivery or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantor: Bruce Forest, LLC
 c/o Warren Cutshall
 1100 S. Strong Drive
 Bloomington, Indiana 47403

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

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

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

11. CONTINUING DUTY. Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

12. PRE-SUIT MEDIATION. From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit

mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

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

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

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

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

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement,

the Grantee may install a small number of 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by both parties. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points, subject to approval by both parties.

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

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

15. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR. Grantee shall be permitted to transfer or assign its interest in this Easement to any other governmental body or governmental agency, whose purposes include conservation of land or water areas, or the preservation of sites or properties; however, any successor or assignee shall take the interest in this Easement subject to the reservations, restrictions and obligations of Grantor as to the use of the Property unless such land is needed for road right-of-way by the county or state then such restrictions do not apply.

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

16. HAZARDOUS WASTES. Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous

substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

- 17. ATTORNEYS' FEES.** If either party employs an attorney to enforce any provision of this Easement, or incurs any other expense in connection with its enforcement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.
- 18. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
- 19. RIGHT OF FIRST REFUSAL.** In the event Grantor desires to sell or transfer the Property to a third party not a lineal descendant of Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Property to Grantee prior to any subsequent transfer to a third party. In the further event the Property is transferred by Trust or from an estate to a third party not a lineal descendant of Grantor, then the Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Second Judicial Circuit of Florida acting upon a petition filed by either party.
- 20. CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph

are in addition to and not in restriction of any rights the parties have at common law.

- 21. INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes (2019), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2019).
- 22. SEVERABILITY.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
- 23. SUCCESSORS.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running perpetuity with the Property.
- 24. NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.
- 25. INTENTIONALLY OMITTED.**
- 26. INTENTIONALLY OMITTED.**
- 27. AD VALOREM TAXES.** Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the property appraiser and value adjustment board.
- 28. RELATIONSHIP OF PARTIES.** This Easement shall not create a joint venture or partnership relationship between the Parties.
- 29. NOTICE OF VIOLATION.** In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not

cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.

30. GOVERNING LAW; VENUE. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.

31. ENTIRE AGREEMENT. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 12.

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

Signed, sealed and delivered

GRANTOR

in the presence of:

BRUCE FOREST, LLC

By:_____

Print Name:_____

Print Name:_____

Its:_____

Print Name:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 2021 by Warren Cutshall, managing member of Bruce Forest, LLC, an Indiana limited liability company on behalf of the company, who is personally known to me or who has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

GRANTEE

in the presence of:

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Brett Cyphers, Executive Director

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Brett Cyphers, Executive Director, who is personally known to me or who has produced _____ as identification.

(seal)

Signed

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"

(legal description)

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

Township 3 North, Range 10 West:

Section 5:

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

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

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

Section 6:

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

And

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

Begin at a 4" square concrete monument (MHCO) marking the Southwest Corner of Section 6, Township 3 North, Range 10 West, Jackson County, Florida; thence N01°05'48"E, along the West line of the Southwest Quarter of said Section, a distance of 2611.83 feet to a 4" square concrete monument (PSM 3214) marking the Northwest Corner of the West Half of the Southwest Quarter of said Section; thence S88°38'45"E, a distance of 1345.67 feet to a 4" square concrete monument (PSM 3214) marking the Northeast Corner of said West Half of the Southwest Quarter; thence S01°20'43"W, a distance of 2629.12 feet to a 1/2" iron rod and cap PSM 6525) marking the Southeast Corner of said West Half of the Southwest Quarter; thence N87°54'10"W, along the South line of said Southwest Quarter, a distance of 1334.45 feet to the Point of Beginning.

Section 7:

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

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

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

And

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

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

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

And

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

Section 8:

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

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

EXHIBIT “B”

(baseline documentation map)

EXHIBIT "C"

Livestock Production Areas

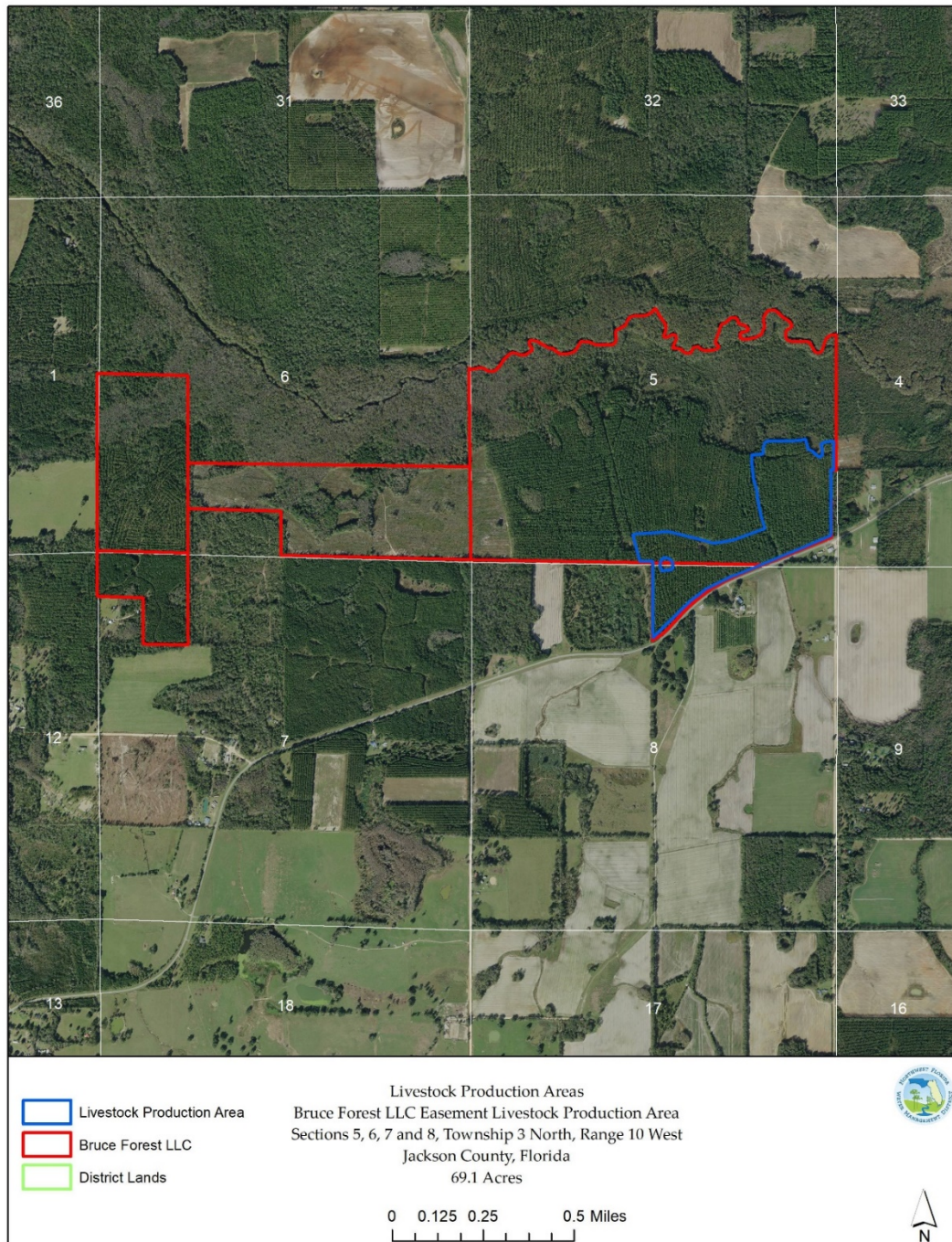


EXHIBIT "D"

Improved Pasture Areas

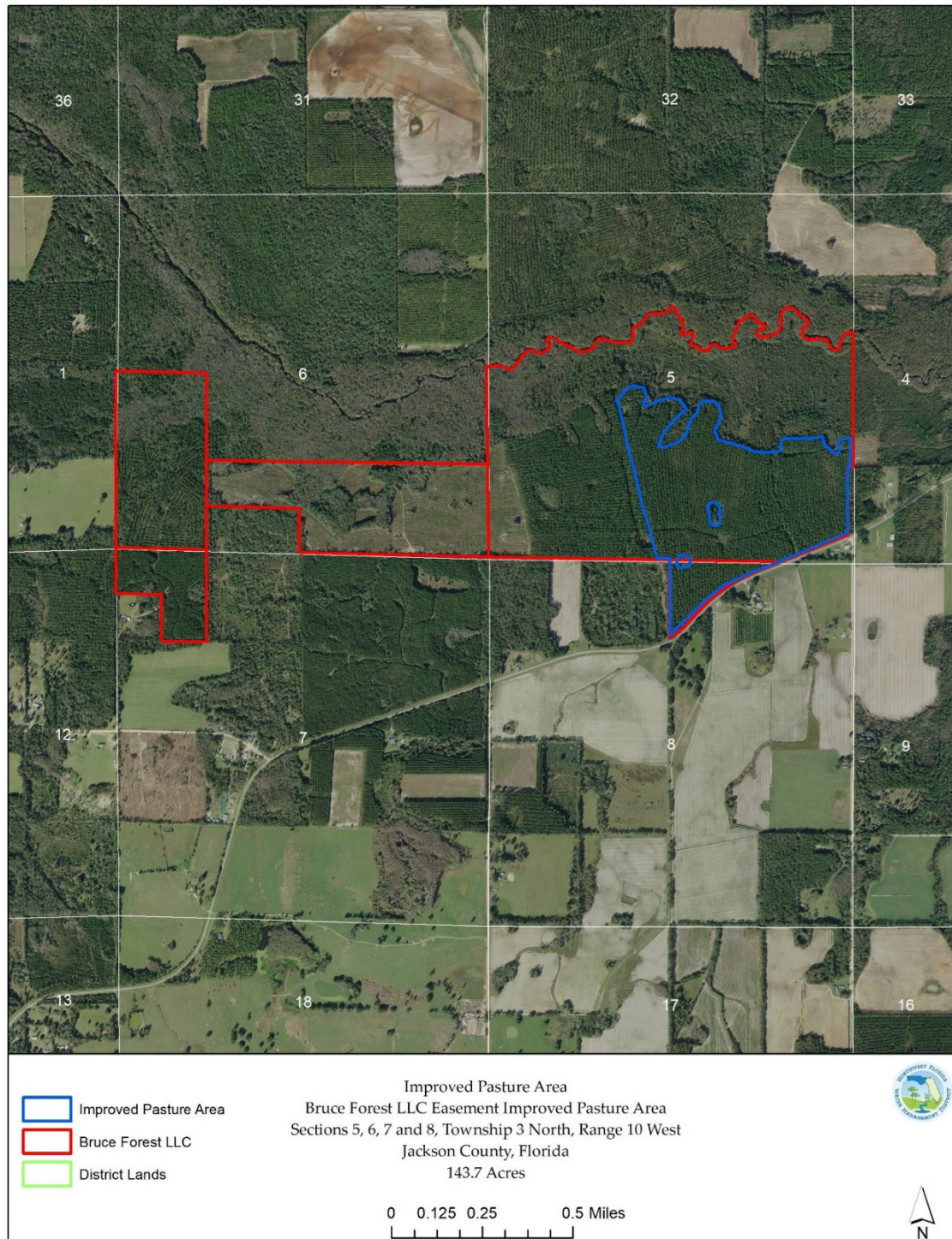


EXHIBIT C

(Title Possession and Lien Affidavit)

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Bruce Forest, LLC c/o Warren Cutshall dated _____, 2021, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

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

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

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 2021, 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, other than the deed incident to which this Affidavit is given.
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 conservation easement incident to which this Affidavit is given. The individuals executing this Affidavit and the conservation easement 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 September 8, 2020. Since September 8, 2020, 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 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 Number of Bruce Forest, LLC is

_____.

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 a conservation easement on 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 deed 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., and Pennington, P.A., are relying hereon in order to purchase an interest in 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.

BRUCE FOREST, LLC c/o WARREN CUTSHALL.

By:_____

Bruce Forest, LLC

c/o Warren Cutshall, Manager

Sworn to and subscribed before me this _____ day of _____, 2021, by Bruce Forest, LLC c/o Warren Cutshall.

Notary Public, State and County Aforesaid

My Commission Expires:

By: _____
Bruce Forest, LLC
c/o Warren Cutshall, Manager

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Seiger, Chief of Staff

FROM: Lennie Zeiler, Director
Division of Asset Management

DATE: November 23, 2020

SUBJECT: Consideration of Amendment No. 1 to the Hodson Conservation Easement; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board approve Amendment No. 1 to the Hodson Conservation Easement and authorize the Executive Director to execute the amendment, subject to legal counsel review.

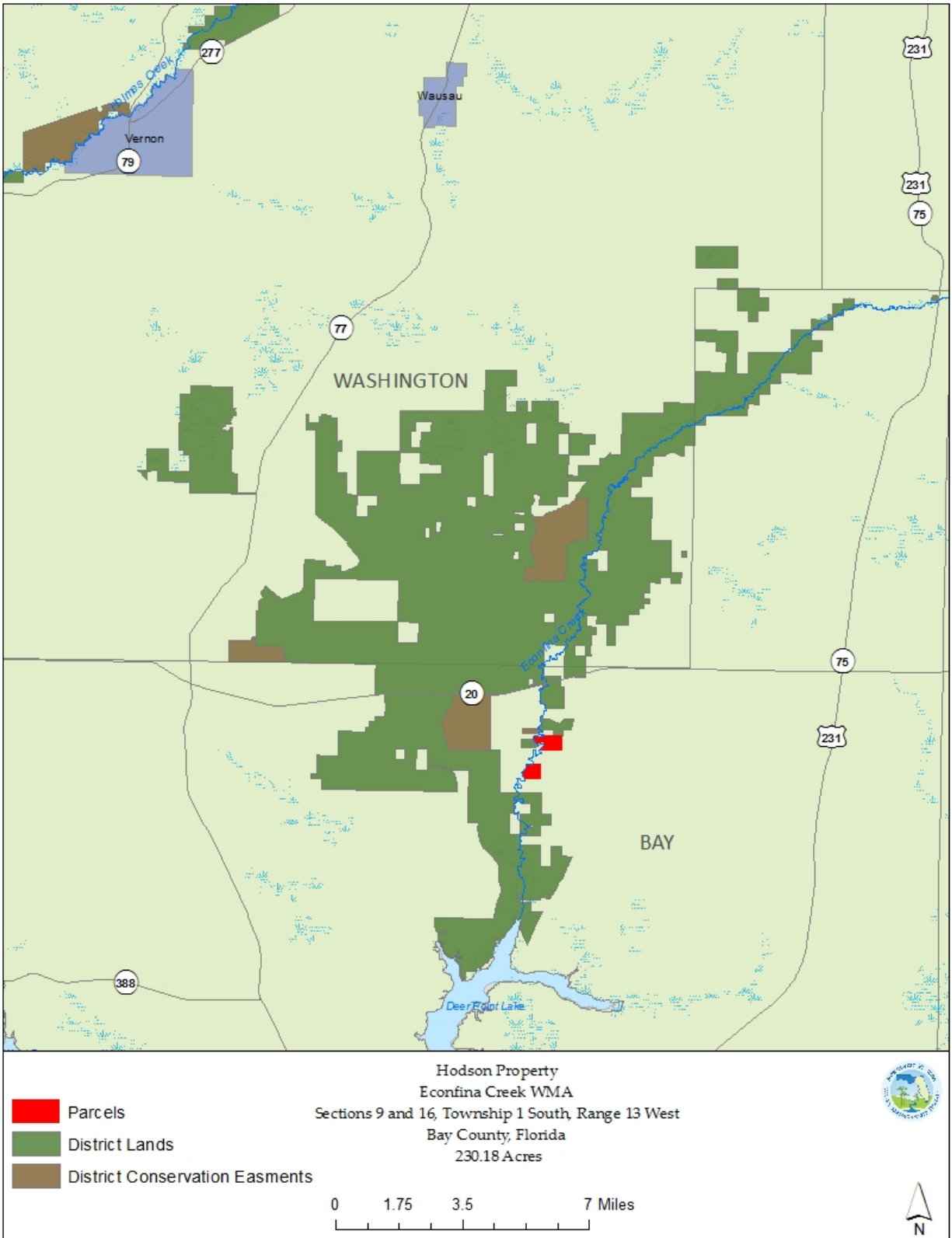
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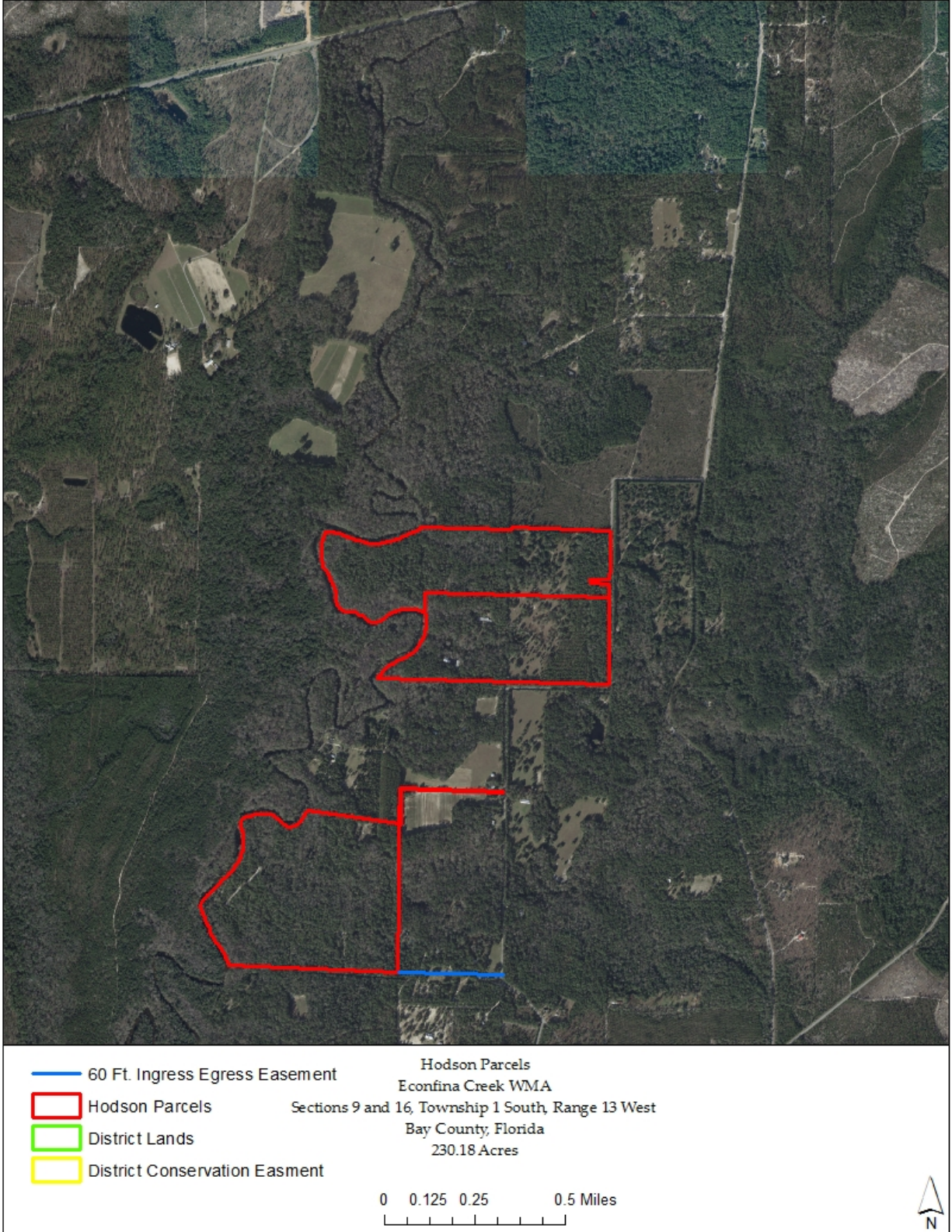
In May 2018, the District purchased a conservation easement on 230.18 acres from Larry and Carole Hodson individually and as Trustees of the Hodson Family Trust dated September 11, 2014 for \$573,781.20 with springs funding. The property is located on Mashburn Road, east of Econfina Creek in Bay County (see attached map).

Dr. Hodson has requested an amendment to the conservation easement on his property. Since Hurricane Michael and due to the loss of trees and groundcover, the property has experienced severe erosion around a ravine and two existing ponds on the property. His requested amendment to the conservation easement would permit the filling in one of the existing ponds located east of a large ravine to stop the erosion that is occurring and construct a new pond in an upland area away from the head of the ravine as recommended by an experienced contractor. The new pond will not exceed one-acre in size.

Staff from the Division of Resource Regulation inspected the property and concurs that the proposed construction should reduce the erosion occurring on the property. Amending the conservation easement to permit the construction of a new pond and filling in the existing pond will likely stop the erosion and protect the water resources of Econfina Creek. The current easement only allows Dr. Hodson to maintain and repair the existing ponds.

LZ/cb





NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Lennie Zeiler, Director, Division of Asset Management

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

DATE: December 1, 2020

SUBJECT: Consideration of Grant Agreement with Arbor Day Foundation

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute an agreement with Arbor Day Foundation to receive a grant in the amount of \$107,099.63 contingent upon Governing Board approval of an amendment to the Fiscal Year 2020-2021 budget.

Background

Over the years, the Arbor Day Foundation has provided grant funding for various types of tree-planting programs, including those at the Northwest Florida Water Management District. In October 2020, the District applied for and was awarded a grant to support our 2021 longleaf and slash pine reforestation efforts in the Econfina Creek and Chipola River Water Management Areas. Arbor Day Foundation agreed to pay for 664,614 longleaf and slash pine tree tubelings at a cost of \$107,099.63.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Carlos Herd, Director, Division of Resource Management

FROM: Paul Thorpe, Deputy Director, Resource Management Division

DATE: December 2, 2020

SUBJECT: Consideration of Grant Agreement Extension for the North Bay Wastewater Reuse Project

Recommendation

Staff recommends the Governing Board approve extending the grant agreement for the Bay County North Bay Wastewater Reuse Project to December 31, 2021.

Discussion

In 2017, the Governing Board awarded \$500,000 in grant funding to Bay County for construction of the North Bay Wastewater Reuse Project. The project encompasses a cooperative effort between Bay County and Gulf Power Company to install approximately six miles of wastewater reuse line from the North Bay Wastewater Treatment Facility to Gulf Power's Lansing Smith Electric Generating Plant. In 2019, the Governing Board approved an initial request to extend the agreement end date from December 31, 2019 to December 31, 2020. Since that time, engineering design has been completed, and state and federal permits have been issued. Bay County anticipates advertising for construction in January 2021. To allow time to complete construction, Bay County has requested an additional grant agreement extension to December 31, 2021.

The wastewater reuse pipeline project is part of a larger initiative consisting of three interconnected projects: (1) construction of a reuse line from the North Bay Wastewater Treatment Facility to Gulf Power's Lansing Smith Electric Generating Plant; (2) construction of a wastewater line along County Road 388, bringing wastewater from the existing River Camps Wastewater Treatment Facility to the North Bay facility; and (3) construction of the North Bay wastewater collection system to facilitate connection of up to 4,000 other residences that otherwise would be served by septic systems.

This grant will also leverage an existing \$1.0 million in funding from the Department of Environmental Protection, as well as \$1.5 million from County RESTORE funds. The remaining funding needed to complete the project will be provided by Bay County and Gulf Power.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Carlos Herd, Director, Division of Resource Management

FROM: Paul Thorpe, Deputy Director, Division of Resource Management

DATE: December 8, 2020

SUBJECT: Grant Cycles for Springs and Alternative Water Supply Development

The District has issued a Notice of Funding Availability for eligible projects for springs restoration and protection and for alternative water supply development. Grant proposals are due to the District by February 23, 2021. Proposed projects will be brought to the Governing Board for consideration in April 2021. Subsequent to Governing Board consideration and approval, recommended projects will be submitted to the Department of Environmental Protection (DEP) for final consideration and funding awards for fiscal year 2021-22. Please reference the attached for information concerning project eligibility and program guidelines. Detailed information is available via the District's website.

Since 2013, more than \$81 million has been awarded for springs restoration projects in northwest Florida. This has provided funding for the elimination of more than 1,600 septic systems within the groundwater contribution areas of Wakulla Spring and Jackson Blue Spring, and it has supported the District's cost share program for agricultural best management practices in the Jackson Blue Spring basin. Additionally, this funding has supported spring bank habitat restoration and land acquisition benefitting Cypress Spring, springs along Econfina Creek, Wakulla Spring, and Jackson Blue Spring.

For fiscal year 2020-21, the Legislature appropriated \$40 million statewide for alternative water supply projects. Of this funding, it is anticipated nearly \$3 million will be awarded by DEP for cooperative projects that expand the reuse of reclaimed water in northwest Florida. This builds upon \$2.5 million that was awarded to Okaloosa County in 2019 for a multijurisdictional reclaimed water project, as well as funding previously appropriated by the Legislature and allocated to the District for alternative water supply development in northwest Florida. Alternative water supply development funding helps to implement the Regional Water Supply Plan for Santa Rosa, Okaloosa, and Walton counties, and it is available to assist in implementation of other priority alternative water supply and water conservation projects districtwide.

Attachment

Quick Reference Guide – Programs Overview



SPRINGS AND ALTERNATIVE WATER SUPPLY FUNDING OPPORTUNITIES

WHAT is it? State of Florida funding opportunities administered by the Department of Environmental Protection in partnership with water management districts for springs restoration and protection and alternative water supply (AWS) development projects.

WHEN are applications due to NFWFMD? By close of business on **Tuesday, February 23, 2021.**

WHO is eligible? Governmental entities as described in section 287.012(14), F.S., including counties, municipalities, and public water authorities, as well as public and nonprofit water supply and wastewater utilities. See *General Conditions for Receiving Funds* for more information.

Additionally, the District may sponsor landowners for land acquisition projects and agricultural producers to implement springs restoration projects. See the [Jackson Blue Spring Grant Funding Programs](#) webpage or contact the District for more information.

WHAT TYPES of projects are eligible? General project type examples include:

<u>Springs</u>	<u>Alternative Water Supply</u>
Agricultural Best Management Practices	Reclaimed Water
Water Conservation	Water Conservation
Hydrologic Restoration	Stormwater
Land Acquisition	Surface Water
Reuse	Brackish Groundwater
Stormwater	Desalination
Wastewater Collection and Treatment	Other Non-Traditional Source Projects
Other Water Quality/Quantity Projects	Other Water Quantity Projects

Key Funding Considerations. Criteria to be considered in evaluating project applications include the following:

<u>Springs</u>	<u>Alternative Water Supply</u>
Water Quality Benefits	Regional Benefits
Water Quantity Conserved	Benefits to MFL waterbodies
Located in a Water Quality Restoration Plan ¹	Dual Benefits to Water Supply and Water Quality
Supporting a SWIM or Local Multi-Year Plan	Complementary Efforts (e.g., project also provides
Land/Conservation/Recharge Benefit	flood protection or recreational benefits)
Readiness to Construct or Proceed	Readiness to Construct or Proceed
Cost Effectiveness	Cost Effectiveness
Local Commitment (Match \$ and Public Support)	Local Commitment (Match \$ and Public Support)

Funding Requirements and Needs. Local project sponsors are expected to match a minimum of 100 percent of the state funding provided. Economically distressed and financially disadvantaged communities (i.e. REDI) may request a reduction or waiver of financial match requirements.

For More Information: <https://www.nfwfwater.com/Water-Resources/Funding-Programs>.

¹ Basin Management Action Plan (BMAP) or Reasonable Assurance Plan (RAP).

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Andrew Joslyn, Director, Division of Regulatory Services

FROM: Megan Seward, Chief, Bureau of Performance and Compliance Improvement

DATE: December 17, 2020

SUBJECT: Rulemaking Update – Minimum Flow(s) for the Wakulla and Sally Ward Spring System – Informational Item

The District is currently undergoing rulemaking to update Chapter 40A-8, Florida Administrative Code (F.A.C.), Minimum Flows and Minimum Water Levels (“MFLs”), including establishing the minimum flow(s) for the Wakulla and Sally Ward Spring System.

On October 30, 2020, the District published its Notice of Rule Development for this rulemaking in local newspapers throughout the District and in the Florida Administrative Register. On November 20, 2020, the District held a public meeting for establishing this minimum flow, which was properly noticed and attended electronically by various interested parties to discuss aspects of the MFL technical assessment. The District also anticipates holding a public rulemaking workshop in January or February, 2021, which will be properly noticed and followed by a public comment period.

Staff will prepare the draft rule language, with input from legal counsel and other technical staff, and expects the language to be in final draft form and ready for Board review and approval no later than the March 2021, Governing Board Meeting.

Once the Governing Board reviews and approves the final draft language, staff will publish the Notice of Proposed Rule and proceed through the additional rulemaking steps outlined in Florida law. The District anticipates the rule should be effective by June, 2021.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: December 8, 2020

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

Carmen Diaz vs. Northwest Florida Water Management District, and Palafox, LLC

State of Florida, Division of Administrative Hearings Case No. 19-5831

In DOAH's Recommended Order issued on May 18, 2020, the ALJ reserved ruling on Palafox's Motion for Attorney's Fees and Sanctions. A hearing was held on that Motion on August 19, 2020. The District did not participate in the Hearing.

On October 30, 2020, DOAH issued a Supplemental Recommended Order (SRO), wherein the ALJ recommended that the District enter a Supplemental Final Order (SFO) finding that Palafox is entitled to an award of its reasonable attorney's fees and costs incurred in defending the Amended Petition. The fees and costs would be owed by Ms. Diaz because she brought her Amended Petition for an improper purpose (only seeking to delay issuance of the District's permit and increase Palafox's costs to obtain it). The amount of the award would be determined by DOAH on remand by the District.

The parties have filed exceptions and responses to the SRO with the District. The parties have not requested oral argument before the Board prior to issuance of a SFO. A proposed SFO will be presented to the Board at the December 17, 2020, Governing Board meeting, with the recommendation from legal counsel that the Board approve and issue the SFO

On October 30, 2020, DOAH also issued a Final Order in a newly opened case brought by Palafox against Ms. Diaz's attorney, Jefferson Braswell, seeking attorney's fees and costs from Mr. Braswell based on his filing of pleadings for an improper purpose. In the Final Order, the ALJ found that Palafox is not entitled to fees and costs from Mr. Braswell. This Final Order does not require further action from the District.