

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Thursday, May 13, 2021
34 Forbes Street
Apalachicola, Florida 32320**

1. Opening Ceremonies

Called to order at 1:01 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

Chair Roberts thanked the Franklin County Board of County Commissioners for the venue.

3. Changes to the Agenda

None.

4. Approval of the Minutes for April 8, 2021

MOTIONED BY NICK PATRONIS, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE MINUTES FROM APRIL 8, 2021. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

5. Approval of the Financial Reports for the Month of March 2021

MOTIONED BY KELLIE RALSTON, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORTS FOR THE MONTH OF MARCH 2021. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

6. Consideration of Acceptance of the Audited Financial Statements for Fiscal Year 2019-2020

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD ACCEPT THE DISTRICT'S SEPTEMBER 30, 2020, AUDITED FINANCIAL STATEMENTS AS PRESENTED. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

7. Consideration of Amendment No. 9 to the Fiscal Year 2020-2021 Budget and Related Purchases

MOTIONED BY NICK PATONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ADOPT RESOLUTION NO. 889 AMENDING THE FISCAL YEAR 2020-2021 BUDGET AND ALLOW STAFF TO REALIGN REVENUES AND RESERVES TO MAINTAIN THE PROPER BALANCE IN EACH FUND, APPROVE THE PURCHASE

OF ORACLE LICENSING, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO APPROVE A PURCHASE ORDER NOT TO EXCEED \$140,000. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of Amendment No. 10 to the Fiscal Year 2020-2021 Budget Adjusting Beginning Fund Balances

MOTIONED BY KELLIE RALSTON, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD APPROVE AMENDMENT NO. 10 TO THE FISCAL YEAR 2020-2021 BUDGET ADJUSTING FUND BALANCES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Overview of Payment in Lieu of Taxes for 2020

Informational purposes only.

10. Consideration of Land Donation from Escambia County; Perdido River WMA

MOTIONED BY KELLIE RALSTON, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD ACCEPT THE DONATION OF 35.71 ACRES OF LAND FROM ESCAMBIA COUNTY, SUBJECT TO REMOVAL OF RESTRICTIVE COVENANTS RECORDED IN O.R. BOOK 7759, PAGE 1219, A CLEAN PHASE I ENVIRONMENTAL SITE ASSESSMENT AND TITLE SEARCH, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE CLOSING DOCUMENTS FOR THIS DONATION ON BEHALF OF THE DISTRICT, ALL SUBJECT TO LEGAL COUNSEL REVIEW AND APPROVAL. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

11. Consideration of Acceptance of Appraisal and Approval of Purchase and Sale Agreement for the Purchase of the Petty Property; Econfin Creek WMA

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD ACCEPT THE APPRAISAL PREPARED BY BROWN, BEVIS REAL ESTATE APPRAISERS, INC. FOR THE PETTY PROPERTY IN BAY COUNTY, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT FOR \$34,200.00 AND ALL CLOSING DOCUMENTS ON BEHALF OF THE DISTRICT, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT, APPROVAL OF THE AGREEMENT BY LEGAL COUNSEL AND THE SELLER. IN ADDITION, AUTHORIZE THE EXECUTIVE DIRECTOR TO CORRECT TECHNICAL OR SCRIVENER ERRORS RELATED TO THIS ACQUISITION. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

12. Consideration of Annual Work Plan and Budget for the Sand Hill Lakes Mitigation Bank Cooperative Management Agreement

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION FISCAL YEAR 2021-2022 ANNUAL WORK PLAN AND BUDGET FOR THE SAND HILL LAKES MITIGATION BANK COOPERATIVE MANAGEMENT AGREEMENT, SUBJECT TO APPROVAL OF THE DISTRICT'S FISCAL YEAR 2021-2022 BUDGET IN SEPTEMBER 2021. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

13. Consideration of ITB 21B-003 for 2021 Sand Pine Tree Eradication Services

MOTIONED BY NICK PATRONIS, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD APPROVE THE BIDS FOR THE 2021 SAND PINE TREE ERADICATION SERVICES PROJECT AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH EXPRESS FORESTRY SERVICE, LLC, IN THE

AMOUNT OF \$86,774.00 TO FACILITATE THIS WORK. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

14. Consideration of Grant Funding for the City of Gretna and Approval of Funding from the Water Protection and Sustainability Program Trust Fund

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO (1) ENTER INTO AGREEMENT WITH THE CITY OF GRETN A TO PROVIDE GRANT FUNDING NOT TO EXCEED \$44,385 FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS FOR WATER RECLAMATION, (2) APPROVE FUNDING FOR THE PROJECT FROM THE WATER PROTECTION AND SUSTAINABILITY PROGRAM TRUST FUND, AND (3) WAIVE THE LOCAL CONSTRUCTION MATCH REQUIREMENT FOR THIS PROJECT. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

15. Consideration of Grant Funding from the Florida Coastal Management Program for the OysterCorps Pilot Project

MOTIONED BY TED EVERETT, SECONDED BY GUS ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO (1) ENTER INTO AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO RECEIVE GRANT FUNDING UP TO \$73,999 FROM THE FLORIDA COASTAL MANAGEMENT PROGRAM FOR THE OYSTERCORPS PILOT PROJECT AND (2) ENTER INTO AGREEMENT WITH FRANKLIN'S PROMISE COALITION, INC., D/B/A CONSERVATION CORPS OF THE FORGOTTEN AND EMERALD COASTS, TO IMPLEMENT THE PROJECT SUBJECT TO BUDGET AUTHORITY AND LEGAL COUNSEL REVIEW. PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

16. Consideration of Engineering Services to Support Roadway Stabilization at Cypress Spring

MOTIONED BY TED EVERETT, SECONDED BY NICK PATRONIS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH DEWBERRY ENGINEERS INC., FOR AN AMOUNT NOT TO EXCEED \$122,000.00, FOR ENGINEERING SERVICES FOR THE STABILIZATION OF CYPRESS SPRING ROAD. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

17. Legislative Update

Informational purposes only.

18. Legal Counsel Report

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

Northwest Florida Water Management District, Plaintiff, vs. GHD Construction Services, Inc., Defendant, Walton County Circuit Court Case No. 21CA137

Rebecca Wheeler and Aaron Wheeler, Petitioners, vs. Northwest Florida Water Management District, Respondent, NFWFMD Permit No. IND-133-296750-1

Meeting was adjourned at 1:55 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending April 30, 2021

Balance Forward - Operating Funds		\$38,960,566.36	
Operating Funds Received in current month:			
Revenue Receipts, Current	\$213,625.86		
Contracts Receivable	5,511,345.08		
Other Deposits/Refunds/Adjustments	12,162.84		
Transfers from Lands Accounts	0.00		
Total Deposits during month		<u>5,737,133.78</u>	
Total Deposits and Balance Forward			\$ 44,697,700.14
Disbursements:			
Employee Salaries	433,273.33		
Employee Benefits	227,697.08		
Employee Flexible Spending Account	0.00		
Contractual Services (Professional)	765,037.69		
Operating Expenses - Services	69,981.90		
Operating Expenses - Commodities	73,841.15		
Operating Capital Outlay	318,970.84		
Grants and Aids	151,961.99		
Total Operating Expenses during month		<u>2,040,763.98</u>	
Payables, Prior Year	23.52		
Other Disbursements or (Credits)	76,965.33		
Total Funds Disbursed by check during month		<u>2,117,752.83</u>	
Bank Debits (Fees, Deposit Slips, etc.)	0.00		
Transfer to Land Acquisition Account	0.00		
Total Funds Disbursed			<u>2,117,752.83</u>
Cash Balance Operating Funds at month end			\$ 42,579,947.31
Operating Depositories:			
Petty Cash Fund	250.25		
General Fund Checking	532,639.78		
Payroll Account	6,325.76		
Passthrough (EFT) Account	0.00		
Investment Accounts @ 0.12%			
General Fund	18,694,688.45		
Lands Fee Fund	4,706,478.80		
Ecosystem TF	90,216.88		
Water Prot. & Sust. Program TF	100,203.02		
Okaloosa Regional Reuse	2,507,950.53		
Mitigation Fund	15,941,193.84		
Total Operating Depositories at month end			\$ 42,579,947.31

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending April 30, 2021

Land Acquisition Funds @ 0.12%	\$	300,196.40	
Total Land Acquisition Funds			300,196.40
Restricted Land Management Funds:			
Phipps Land Mgmt @ 0.12%		45,166.40	
Total Land Management Funds			
Fla. Board of Administration Cypress Springs R&M Account @ 0.12%		<u>840,943.85</u>	
Total Restricted Land Management Funds			<u>886,110.25</u>
Total Land Acquisition, and Restricted Management Funds			<u>1,186,306.65</u>
TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			<u><u>\$ 43,766,253.96</u></u>

Approved: _____
Chairman or Executive Director

Date: June 10, 2021

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending April 30, 2021
(Unaudited)

	Current Budget	Actuals Through 4/30/2021	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 3,587,899	\$ 3,321,959	\$ (265,940)	93%
Intergovernmental Revenues	82,394,788	4,822,198	(77,572,590)	6%
Interest on Invested Funds	382,820	36,647	(346,173)	10%
License and Permit Fees	437,500	441,100	3,600	101%
Other	955,088	774,996	(180,092)	81%
Fund Balance	26,699,885		(26,699,885)	0%
Total Sources	\$ 114,457,980	\$ 9,396,901	\$ (105,061,079)	8%

	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Uses						
Water Resources Planning and Monitoring	\$ 7,217,785	\$ 2,006,824	\$ 348,547	\$ 4,862,414	28%	33%
Acquisition, Restoration and Public Works	70,491,910	2,514,181	18,713,924	49,263,805	4%	30%
Operation and Maintenance of Lands and Works	7,260,019	3,487,142	1,259,812	2,513,065	48%	65%
Regulation	3,859,268	1,768,828	105,621	1,984,819	46%	49%
Outreach	136,457	73,107	804	62,546	54%	54%
Management and Administration	2,070,156	1,065,809	44,434	959,913	51%	54%
Total Uses	\$ 91,035,595	\$ 10,915,891	\$ 20,473,142	\$ 59,646,562	12%	34%
Reserves	23,422,385			23,422,385	0%	0%
Total Uses and Reserves	\$ 114,457,980	\$ 10,915,891	\$ 20,473,142	\$ 83,068,947	10%	27%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

This unaudited financial statement is prepared as of April 30, 2021, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

APRIL 2021

		\$	
CHECKS	4/1/2021		146,780.05
AP EFT CHECKS	4/2/2021		215,464.71
DIRECT DISBURSEMENTS	4/2/2021		455.00
CHECKS	4/8/2021		26,002.33
AP EFT CHECKS	4/9/2021		171,510.79
DIRECT DISBURSEMENTS	4/9/2021		59,416.07
CHECKS	4/15/2021		92,046.41
AP EFT CHECKS	4/16/2021		81,193.60
DIRECT DISBURSEMENTS	4/16/2021		799.75
CHECKS	4/22/2021		102,808.46
AP EFT CHECKS	4/23/2021		229,060.23
DIRECT DISBURSEMENTS	4/23/2021		10,147.60
CHECKS	4/29/2021		41,005.48
AP EFT CHECKS	4/30/2021		201,436.94
DIRECT DISBURSEMENT	4/30/2021		226,106.40
VOIDED CHECKS	4/30/2021		-834.75
RETIREMENT	4/30/2021		66,969.16
		\$	1,670,368.23

Chairman or Executive Director

June 10, 2021
Date

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2905	ALTHA FARMERS COOPERATIVE	04/01/2021	603.98	BROWN TOP MILLET
95	AT&T	04/01/2021	299.34	PHONE SERVICE - EFO
2992	BANK OF AMERICA	04/01/2021	442.80	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	04/01/2021	1,039.08	ACCOUNT ANALYSIS
4180	BANK OF AMERICA	04/01/2021	29.95	MONTHLY TRANSACTION FEES
4180	BANK OF AMERICA	04/01/2021	39.61	MONTHLY TRANSACTION FEES
4180	BANK OF AMERICA	04/01/2021	30.23	MONTHLY TRANSACTION FEES
4180	BANK OF AMERICA	04/01/2021	56.35	MONTHLY TRANSACTION FEES
3113	RAY GLASS' BATTERIES, INC.	04/01/2021	282.98	WMD 0004 BATTERIES
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/01/2021	658.94	MEDICARE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/01/2021	799.75	MEDICAL INSURANCE
4153	BROWN BEVIS REAL ESTATE APPRAISERS, INC.	04/01/2021	2,800.00	APPRAISAL OF PETTY PARCEL
3126	DEWBERRY ENGINEERS, INC	04/01/2021	64,011.99	RISK MAP PROGRAM SUPPORT
5749	DUMPSTER SERVICES LLC	04/01/2021	400.00	ROLL OFF DUMPSTERS
4888	ESPOSITO GARDEN CENTER	04/01/2021	76.45	6 BLADES AND SHARPENING OF BLA
2701	FLORIDA MUNICIPAL INSURANCE TRUST	04/01/2021	31.50	WC DEDUCTIBLE
916	GULF POWER COMPANY	04/01/2021	403.20	ELECTRIC - DEFUNIAK OFFICE
2293	LANE'S OUTDOOR EQUIPMENT, INC	04/01/2021	166.55	GRASSHOPPER MOWER PARTS
76	LEON COUNTY PROPERTY APPRAISER	04/01/2021	2,354.70	3RD QTR FY 20-21
4873	MAIN STREET AUTOMOTIVE, INC.	04/01/2021	165.49	TIRE-2420
5680	MCKENZIE MOTOR COMPANY	04/01/2021	396.78	MINOR REPAIRS FOR REG VEHICLES
5728	MERIT FIRST LLC	04/01/2021	60,289.20	CONTRACT #20-082A
2381	PORT SUPPLY	04/01/2021	89.95	PITT SPRING FLOATING DOCK PILI
5453	SOLINST CANADA LTD.	04/01/2021	1,869.90	ELECTRIC WATER LEVEL METERS
4832	SUN LIFE FINANCIAL	04/01/2021	106.80	PREPAID DENTAL ACCT 5
4832	SUN LIFE FINANCIAL	04/01/2021	5,392.68	PPO DENTAL ACCT 4
4834	SUN LIFE FINANCIAL	04/01/2021	980.28	AD&D ACCT 1
4834	SUN LIFE FINANCIAL	04/01/2021	85.00	EAP ACCT 7
4833	SUN LIFE FINANCIAL	04/01/2021	1,000.61	VOL LTD ACCT 3
5250	SUN LIFE FINANCIAL - VISION	04/01/2021	607.88	VISION ACCT 6
4557	VERIZON WIRELESS	04/01/2021	164.96	CELL PHONES
4557	VERIZON WIRELESS	04/01/2021	939.02	JETPACKS
4626	WASTE PRO OF FLORIDA, INC	04/01/2021	164.10	SOLID WASTE - HQ

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

TOTAL CHECKS			<u>146,780.05</u>	
3293	ANGUS G. ANDREWS, JR.	04/02/2021	8,125.00	ENCUMBER LEASE AGREEMENT - CON
1617	CAPITAL HEALTH PLAN	04/02/2021	87,541.39	MEDICAL INSURANCE
1948	DELL MARKETING L.P.	04/02/2021	31,850.77	DELL LAPTOPS AND MONITORS
3126	DEWBERRY ENGINEERS, INC	04/02/2021	3,500.00	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	04/02/2021	6,662.50	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	04/02/2021	8,472.25	RISK MAP PROGRAM SUPPORT
3126	DEWBERRY ENGINEERS, INC	04/02/2021	55,182.75	RISK MAP PROGRAM SUPPORT
45	DMS	04/02/2021	631.63	DEFUNIAK LOCAL
45	DMS	04/02/2021	1,964.65	DEFUNIAK ETHERNET & LONG DISTANCE
45	DMS	04/02/2021	20.95	CONFERENCE CALLS
45	DMS	04/02/2021	1,595.69	HQ LOCAL
45	DMS	04/02/2021	38.66	HQ LONG DISTANCE
45	DMS	04/02/2021	99.28	MILTON LOCAL
45	DMS	04/02/2021	1.37	MILTON LONG DISTANCE
45	DMS	04/02/2021	58.25	AIR CARDS & HOTSPOTS
45	DMS	04/02/2021	7,881.21	HQ ETHERNET
45	DMS	04/02/2021	0.09	LAN PORTS & INTRANET/INTERNET
45	DMS	04/02/2021	16.50	LAN PORTS & INTRANET/INTERNET
4959	RICE ENTERPRISES, INC.	04/02/2021	52.45	BATTERY REPLACEMENT FOR JOHN D
5574	GUIDESOFT, INC.	04/02/2021	345.60	TEMPORARY ASSISTANCE FOR ADMIN
3823	KENNETH ANDREW ROACH	04/02/2021	170.00	TRAVEL REIMBURSEMENT
5651	SGS TECHNOLOGIE, LLC	04/02/2021	373.37	HOSTINA AND MAINTAINING DISTRI
4091	THE SHOE BOX	04/02/2021	123.25	SAFETY BOOTS-PERISON
3696	URS CORPORATION	04/02/2021	599.00	OKALOOSA CO DFIRM UPDATE
5218	WAGeworks, INC.	04/02/2021	158.10	FLEXIBLE SPENDING ACCOUNT ADMI
TOTAL ACH TRANSFER			<u>215,464.71</u>	
5707	REFUND PAYEEZY	04/02/2021	320.00	PHILLIP SANTORA P297613 WITHDR
5707	REFUND PAYEEZY	04/02/2021	100.00	LUKE POWELL P297688 WITHDRAWAL
5707	REFUND PAYEEZY	04/02/2021	35.00	REFUND WELL PERMIT 296217-1
TOTAL DIRECT DISBURSEMENTS			<u>455.00</u>	
TOTAL AP			<u>362,699.76</u>	

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
5428	CARDNO, INC	04/08/2021	13,240.00	AS NEEDED ECOLOGICAL, HYROLOGI
5625	TRIGG, CATLETT & ASSOCIATES	04/08/2021	1,540.00	APPRAISAL OF BRUCE FOREST CE T
5131	CITY OF DEFUNIAK SPRINGS	04/08/2021	194.67	WATER/SEWER DEFUNIAK SPRINGS
2713	FL DEPT OF AG. & CONSUMER SERVICES	04/08/2021	108.00	PRESCRIBED BURN ASSISTANCE
5474	HATCHER PUBLISHING INC	04/08/2021	31.35	WATER USE PERMIT LEGAL AD
3193	INSURANCE INFORMATION EXCHANGE	04/08/2021	70.80	BACKGROUND SCREENING
5327	KINGLINE EQUIPMENT, INC.	04/08/2021	3,291.46	R&M DIAGNOSTIC FEE FOR NEW HOL
2299	LIBERTY COUNTY SOLID WASTE	04/08/2021	32.00	SOLID WASTE DUMPSTER-FL RIVER
3266	LOWE'S COMPANIES INC.	04/08/2021	110.62	SCREWS AND MEASURING TAPE
3266	LOWE'S COMPANIES INC.	04/08/2021	63.78	LUMBER FOR WALKWAY AT PHIPPS
252	MONTICELLO NEWS	04/08/2021	69.75	WATER USE PERMIT LEGAL AD
5764	SOUTHERN CLEANING SUPPLY LLC	04/08/2021	685.95	SUPPLIES
5590	KENNETH N STOUTAMIRE	04/08/2021	2,850.00	AGRICULTURAL BMP COST SHARE AG
5745	SUNJAMMERS	04/08/2021	2,216.00	TANDEM KAYAKS
5737	TELECHECK SERVICES, INC.	04/08/2021	50.00	FEES FOR ONLINE PAYMENTS
75	WALTON COUNTY PROPERTY APPRAISER	04/08/2021	1,447.95	3RD QTR FY 20-21
TOTAL CHECKS			<u>26,002.33</u>	
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	04/09/2021	22,359.47	AS NEEDED HYDROLOGICAL AND ECO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	04/09/2021	14,547.00	AS NEEDED HYDROLOGICAL AND ECO
5089	ATKINS NORTH AMERICA, INC.	04/09/2021	18,728.58	RISK MAP PROGRAM SUPPORT
97	THE DEFUNIAK HERALD	04/09/2021	38.50	WATER USE PERMIT LEGAL AD
3126	DEWBERRY ENGINEERS, INC	04/09/2021	1,328.44	WATER RESOURCES PROJECT SUPPOR
45	DMS	04/09/2021	304.00	OFFSITE DATA STORAGE
4855	ENVIRON SERVICES INCORPORATED	04/09/2021	2,583.34	JANITORIAL SERVICES, HEADQUART
2702	FISH AND WILDLIFE	04/09/2021	3,523.75	LAW ENFORCEMENT-CONTRACT NO. 1
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	04/09/2021	1,710.00	HQ MONITORING AND MAINTENANCE
3942	A & W VENTURES, L.C.	04/09/2021	156.34	PORTABLE TOILET FOR PHIPPS PAR
5574	GUIDESOFT, INC.	04/09/2021	864.00	TEMPORARY ASSISTANCE FOR ADMIN
5368	KOUNTRY RENTAL NWF, INC.	04/09/2021	8,230.00	PORTABLE & COMPOST TOILET SERV
5368	KOUNTRY RENTAL NWF, INC.	04/09/2021	207.50	CLEANING OF ECONFINA OFFICE AN
5728	MERIT FIRST LLC	04/09/2021	6,810.30	CONTRACT #20-082A

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECKS

5728	MERIT FIRST LLC	04/09/2021	71,834.70	CONTRACT #20-082A
64	PANAMA CITY NEWS HERALD	04/09/2021	139.64	WATER USE PERMIT LEGAL AD
3813	PENNINGTON, P.A.	04/09/2021	11,334.91	LEGAL COUNSEL
5614	ZACHARY J. SELLERS	04/09/2021	826.87	DEFUNIAK OFFICE JANITORIAL
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	43.54	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	12.28	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	18.90	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	174.60	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	89.58	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	04/09/2021	96.96	OFFICE SUPPLIES
342	THE STAR	04/09/2021	59.40	WELL DRILLING ITB21B-002 NEWSP
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	04/09/2021	3,401.90	RECREATION SITE CLEANUP-CONTRA
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	04/09/2021	200.00	JANITORIAL SERVICES FOR MILTON
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	230.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	115.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	200.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	230.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	115.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	200.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	370.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	115.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	200.00	RENTAL & SERVICE OF PORTABLE T
5060	EXTREME LOGISTICS GULF COAST, LLC	04/09/2021	111.29	RENTAL & SERVICE OF PORTABLE T

TOTAL ACH TRANSFER

171,510.79

1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/09/2021	58,636.82	MEDICAL INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	04/09/2021	779.25	MEDICAL INSURANCE

TOTAL DIRECT DISBURSEMENTS

59,416.07

TOTAL AP

256,929.19

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

VENDOR	NAME	INVOICE NET	INVOICE DESCRIPTION	CHECK DATE
4662	AUTO CLINIC OF MARIANNA, INC	109.99	RUNNING PURCHASE ORDER-VEHICLE	04/15/2021
2197	A J TROPHIES & AWARDS INC	84.95	2020 RIVER AND BAY CHAMPION PL	04/15/2021
3158	BELL, GRIFFITH & ASSOCIATES, INC.	500.00	APPRAISAL OF BRUCE FOREST CE T	04/15/2021
5687	COLLINS LAND SERVICES, INC.	51,300.00	HURRICANE MICHAEL REPAIR	04/15/2021
4748	EAST MILTON WATER SYSTEM	10.00	WATER - MILTON OFFICE	04/15/2021
3492	GEOTECH ENVIRONMENTAL EQUIP, INC.	1,200.00	TUBING AND FILTERS FOR GROUNDW	04/15/2021
916	GULF POWER COMPANY	519.23	ELECTRIC - MILTON FIELD OFFICE	04/15/2021
288	OKALOOSA CO. PROPERTY APPRAISER	1,851.36	3RD QTR FY 20-21	04/15/2021
3370	PAUL'S MARINE SERVICE INC.	1,155.91	DIAGNOSTIC FEE FOR R&M ON SEA	04/15/2021
71	PETTY CASH	82.27	PETTY CASH	04/15/2021
3213	SHI INTERNATIONAL CORP	16,569.15	50 CITRIX LICENSE RENEWAL 2021	04/15/2021
110	TALQUIN ELECTRIC COOPERATIVE, INC.	249.97	WATER/SEWER - HQ	04/15/2021
110	TALQUIN ELECTRIC COOPERATIVE, INC.	89.20	SECURITY LIGHTS - HQ	04/15/2021
110	TALQUIN ELECTRIC COOPERATIVE, INC.	2,856.81	ELECTRIC - HQ	04/15/2021
5737	TELECHECK SERVICES, INC.	64.00	EPERMITTING FEES - TELECHECK	04/15/2021
5218	WAGeworks, INC.	56.55	COBRA ADMINISTRATION	04/15/2021
4626	WASTE PRO OF FLORIDA, INC	347.02	DUMPSTER FOR ECONFINA OFFICE A	04/15/2021
5565	JAMES H WILLIAMS	15,000.00	AG BMP COST SHARE/CROP ROTATIO	04/15/2021
TOTAL CHECKS		<u>92,046.41</u>		
3638	B & B DUGGER, INC	46,032.00	ENCUMBER T.O. # 4 FOR CONTRACT	04/16/2021
4961	PETER FOLLAND	156.00	TRAVEL REIMBURSEMENT	04/16/2021
5701	GRICE & SON PORT A POTTI, LLC	380.00	PORTABLE TOILETS	04/16/2021
2268	INNOVATIVE OFFICE SOLUTIONS, INC	837.00	EMCUMBRANCE PO FOR PHONE SYSTE	04/16/2021
5574	GUIDESOFT, INC.	864.00	TEMPORARY ASSISTANCE FOR ADMIN	04/16/2021
5146	MICHAEL CORRIE MANNION	2,156.00	STAFF AUGMENTATION FOR CUSTOM	04/16/2021
5641	MUNROE FOREST & WILDLIFE MANAGEMENT, INC	30,768.60	PRESCRIBED BURN - ENCUMBER TO	04/16/2021
TOTAL ACH TRANSFER		<u>81,193.60</u>		
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	799.75	RETIREE MEDICAL INSURANCE	04/16/2021
TOTAL DIRECT DISBURSEMENTS		<u>799.75</u>		
TOTAL AP		<u><u>174,039.76</u></u>		

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4180	BANK OF AMERICA	04/22/2021	1,091.21	TRANSACTION FEES FOR E-PERMITT
4180	BANK OF AMERICA	04/22/2021	27.17	MONTHLY TRANSACTION FEES
4676	CITY OF MILTON FLORIDA	04/22/2021	72.23	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	04/22/2021	26.54	SEWER MILTON OFFICE
3289	CITY OF TALLAHASSEE	04/22/2021	41.13	ELECTRIC DATA COLLECTION-LAKES
5687	COLLINS LAND SERVICES, INC.	04/22/2021	82,350.00	HURRICANE MICHAEL REPAIR
1709	DIVISION OF ADMINISTRATIVE HEARINGS	04/22/2021	77.50	DOAH-DIAZ
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/22/2021	121.94	RULEMAKING NOTICES
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	04/22/2021	32.34	GOVERNING BOARD FAR ADS FY 20-
2291	GULF COAST ELECTRIC COOPERATIVE, INC	04/22/2021	230.51	ELECTRIC SERVICE - EFO
5474	HATCHER PUBLISHING INC	04/22/2021	31.35	WATER USE PERMIT LEGAL AD
1695	JAMES MOORE & COMPANY	04/22/2021	14,000.00	ENCUMBER FINANCIAL AUDITOR CON
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	230.70	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	246.78	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	100.13	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	327.79	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	189.00	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	204.58	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	110.80	KONICA MINOLTA COPIER LEASE RE
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	04/22/2021	189.14	KONICA MINOLTA COPIER LEASE RE
3266	LOWE'S COMPANIES INC.	04/22/2021	1,120.83	GENERAL SUPPLIES
3266	LOWE'S COMPANIES INC.	04/22/2021	58.46	LOWE'S PVC ETC
3266	LOWE'S COMPANIES INC.	04/22/2021	75.36	2 STROKE OIL FOR LAWN EQUIPMEN
4849	NICK PATRONIS	04/22/2021	89.00	TRAVEL REIMBURSEMENT
3370	PAUL'S MARINE SERVICE INC.	04/22/2021	236.97	SCANDY WHITE BOAT W/40HP OUTBO
5773	PEARSON PILINGS	04/22/2021	1,394.00	PITT SPRING DOCK PILING EXTENS
2305	TROY FAIN INSURANCE COMPANY, INC	04/22/2021	133.00	NOTARY
TOTAL CHECKS			<u>102,808.46</u>	
3293	ANGUS G. ANDREWS, JR.	04/23/2021	106.80	TRAVEL REIMBURSEMENT
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	04/23/2021	22,359.47	AS NEEDED HYDROLOGICAL AND ECO
5702	AUTO ALLEY INC	04/23/2021	291.62	RUNNING PO FOR MINOR REPAIRS O

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECKS

325	BAY CO. PROPERTY APPRAISER	04/23/2021	2,343.00	3RD QTR FY 20-21
4845	CALHOUN COUNTY SHERIFF'S OFFICE	04/23/2021	1,024.00	LAW ENFORCEMENT - CONTRACT NO
2507	CALHOUN LIBERTY JOURNAL	04/23/2021	26.00	WATER USE PERMIT LEGAL AD
3126	DEWBERRY ENGINEERS, INC	04/23/2021	7,173.15	RISK MAP PROGRAM SUPPORT
5708	DIMENSIONAL INNOVATIONS, INC.	04/23/2021	251.00	SIGN FABRICATION - ENCUMBER 15
4807	WEX BANK	04/23/2021	11,602.09	FUEL/REPAIRS
4807	WEX BANK	04/23/2021	1,125.00	WEX TELEMATICS FLEET MANAGEMEN
4807	WEX BANK	04/23/2021	25.00	FLEET MANAGEMENT SYSTEM - LAND
4807	WEX BANK	04/23/2021	50.00	WEX TELEMATICS FLEET MANAGEMEN
2702	FISH AND WILDLIFE	04/23/2021	3,735.45	LAW ENFORCEMENT-CONTRACT NO. 1
3337	FORESTECH CONSULTING	04/23/2021	12,825.00	SUPPORT, TRAINING AND HOSTING
5574	GUIDESOFT, INC.	04/23/2021	718.20	TEMPORARY ASSISTANCE FOR ADMIN
4952	LAW, REDD, CRONA & MUNROE, P.A.	04/23/2021	8,190.50	INSPECTOR GENERAL SERVICES AGR
3960	GEORGE ROBERTS	04/23/2021	89.00	TRAVEL REIMBURSEMENT
3696	URS CORPORATION	04/23/2021	50,042.00	109 PANHANDLE RISKMAP CONV
3454	USDA, APHIS, WILDLIFE SERVICES	04/23/2021	444.05	COOPERATIVE SERVICE FOR BEAVER
4618	WAKULLA COUNTY BOCC	04/23/2021	40,490.80	MAGNOLIA GARDEN SEWER SYSTEM E
4618	WAKULLA COUNTY BOCC	04/23/2021	30,368.10	MAGNOLIA GARDEN SEWER SYSTEM E
4618	WAKULLA COUNTY BOCC	04/23/2021	35,780.00	CONTRACT #20-040

TOTAL ACH TRANSFER

229,060.23

2967	BANK OF AMERICA	04/23/2021	6,412.63	P-CARD CHARGES
2967	BANK OF AMERICA	04/23/2021	130.00	DIGITAL SUBSCRIPTION TO TAMPA
2967	BANK OF AMERICA	04/23/2021	9.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	04/23/2021	9.99	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	04/23/2021	15.96	DIGITAL NEWSPAPER SUBSCRIPTION
2967	BANK OF AMERICA	04/23/2021	499.98	ERP BOOKS
2967	BANK OF AMERICA	04/23/2021	255.00	WUP ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	255.00	WUP ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	255.00	WUP ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	255.00	WUP ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP
COMPUTER PAID/EFT CHECKS

2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	39.95	WELLS ONLINE TRAINING
2967	BANK OF AMERICA	04/23/2021	75.00	DESIGNING BIORETENTION CELLS W
2967	BANK OF AMERICA	04/23/2021	150.00	TRAINING-WELL INSPECTORS
2967	BANK OF AMERICA	04/23/2021	21.25	RECOIL STARTER FOR GENERATOR (
2967	BANK OF AMERICA	04/23/2021	105.00	AGA MEMBER DUES FOR BRIGITTE S
2967	BANK OF AMERICA	04/23/2021	779.80	GPS FOR ERP-AMAZON
2967	BANK OF AMERICA	04/23/2021	71.10	OFFICE CONFERENCE CHAIR (S)
2967	BANK OF AMERICA	04/23/2021	47.90	BATTERIES FOR GPS UNITS

TOTAL DIRECT DISBURSEMENTS

10,147.60

TOTAL AP

342,016.29

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

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
95	AT&T	04/29/2021	300.06	PHONE SERVICE - EFO
2992	BANK OF AMERICA	04/29/2021	444.23	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	04/29/2021	1,089.08	ACCOUNT ANALYSIS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2021	560.00	LABORATORY ANALYSIS - ECONFINA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2021	6,012.60	LABORATORY ANALYSIS - GROUNDWA
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	04/29/2021	33.72	INTEREST EARNINGS QE MAR 2021
3399	FLORIDA STORMWATER ASSOC., INC.	04/29/2021	219.00	REGISTRATION FEES
3399	FLORIDA STORMWATER ASSOC., INC.	04/29/2021	320.00	REGISTRATION FEES
916	GULF POWER COMPANY	04/29/2021	377.28	ELECTRIC - DEFUNIAK OFFICE
5294	KRONOS, INCORPORATED	04/29/2021	4.37	TIMESHEET PROGRAM
4876	NORTH AMERICAN FARMS, INC.	04/29/2021	27,473.09	AG COST SHARE AGREEMENT
5777	SINGLEY CONSTRUCTION COMPANY, INC	04/29/2021	2,770.00	MONITOR WELL REPAIR
4557	VERIZON WIRELESS	04/29/2021	234.40	CELL PHONES
4557	VERIZON WIRELESS	04/29/2021	939.80	JETPACKS
4626	WASTE PRO OF FLORIDA, INC	04/29/2021	164.10	SOLID WASTE - HQ
4038	WINDSTREAM COMMUNICATIONS	04/29/2021	63.75	800 NUMEBRS & EFO LONG DISTANCE
TOTAL CHECKS			<u>41,005.48</u>	
5729	CHIPOLA FORESTRY SERVICES LLC	04/30/2021	31,875.00	HURRICANE DEBRIS SERVICES
97	THE DEFUNIAK HERALD	04/30/2021	37.13	WATER USE PERMIT LEGAL AD
5426	DIVERSIFIED PROFESSIONAL SERVICES CORP	04/30/2021	91,285.00	STREAMBANK RESTORATION
5328	HSW CONSULTING LLC	04/30/2021	45,022.88	AS NEEDED HYDROLOGICAL, ECOLOG
5227	MAC'S AUTO SERVICE	04/30/2021	534.90	OIL CHANGE & BRAKE JOB WMD2436
5651	SGS TECHNOLOGIE, LLC	04/30/2021	373.33	HOSTINA AND MAINTAINING DISTRI
3696	URS CORPORATION	04/30/2021	19,158.00	111 COASTAL PANHANDLE FIRM
5218	WAGeworks, INC.	04/30/2021	158.10	FLEXIBLE SPENDING ACCOUNT ADMI
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	04/30/2021	12,992.60	LAW ENFORCEMENT AND SECURITY
TOTAL ACH TRANSFER			<u>201,436.94</u>	
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	04/30/2021	226,191.40	BRUCE FOREST LLC CONSERVATION EASEMENT PURCHASE
TOTAL DIRECT DISBURSEMENT			<u>226,191.40</u>	

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

TOTAL AP	<u>468,633.82</u>
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VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4605	PENNINGTON LAW FIRM TRUST ACCOUNT	04/30/2021	226,106.40	CLOSING FUNDS FOR BRUCE FOREST

TOTAL DIRECT DISBURSEMENT	<u>226,106.40</u>
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TOTAL AP	<u>226,106.40</u>
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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

APRIL 2021

DIRECT DEPOSIT	4/9/2021	\$	217,942.55
CHECKS	4/9/2021		2,806.43
FLEX SPENDING EFT	4/9/2021		1,727.57
DIRECT DEPOSIT	4/23/2021		220,402.79
CHECKS	4/23/2021		2,777.69
FLEX SPENDING EFT	4/23/2021		1,727.57
		\$	<u><u>447,384.60</u></u>

APPROVED:

Chairman or Executive Director

June 10, 2021

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Wendy Dugan, Division of Administration Director

DATE: May 26, 2021

SUBJECT: Consideration of Amendments No. 11 and No. 12 to the Fiscal Year 2020-2021 Budget

Recommendation

Staff recommends the Governing Board adopt Resolution No. 890 amending the Fiscal Year 2020-2021 budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.

Background

Amendment 11 involves budgeting unanticipated revenue. Per Section 373.536(4)(c), Florida Statutes, this amendment has been reviewed and approved by the Executive Office of the Governor. Amendment 12 is a cost-neutral transfer within existing revenue budget. Specifically, they include:

- No. 11 \$249,000 in unanticipated revenue funded by the U.S. Department of Agriculture through the Florida Department of Agriculture and Consumer Services (FDACS) and Florida Forest Service (FFS) to support herbicide treatment of invasive plant species on District lands impacted by Hurricane Michael.
- No. 12 \$291,712 in revenue budget with a transfer of Ad Valorem revenue from Activity 410 Consumptive Use Permitting to Activity 222 Water Supply Development Assistance and a corresponding transfer of General Operations revenue from Activity 222 to Activity 410 for improved grant management and use of District funds.

Summary of Fund Impact to Expense Budget:

<u>Fund Source</u>	<u>Increase</u>	<u>Decrease</u>	<u>Impact</u>
General Fund	0	(0)	0
Land Acquisition Fund	0	(0)	0
Projects Fund	0	(0)	0
Lands Management Fund	249,000	(0)	249,000
Regulation Fund	0	(0)	0
Mitigation Fund	0	(0)	0
	<u>249,000</u>	<u>(0)</u>	<u>249,000</u>



Brett J. Cyphers
Executive Director

Northwest Florida Water Management District

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

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

RESOLUTION NO. 890 AMENDMENT NUMBERS 11 AND 12 TO FISCAL YEAR 2020-2021 BUDGET

WHEREAS, chapters 200 and 373, Florida Statutes, require the Governing Board of the Northwest Florida Water Management District (District) to adopt a final budget for each fiscal year; and

WHEREAS, by Resolution No. 877, after a public hearing on September 24, 2020, the Governing Board of the District adopted a final budget for the District covering its proposed operations and other requirements for the ensuing fiscal year, beginning October 1, 2020 through September 30, 2021; and

WHEREAS, in accordance with section 189.016(7), Florida Statutes, the District will post the adopted amendment on its official website within five days after its adoption; and

WHEREAS, a budget amendment involves an action that transfers, increases, or decreases to total appropriated Fund amounts in the budget; and

WHEREAS, pursuant to section 120.525, Florida Statutes, the District has provided notice of its intention to amend the Budget in the published notification of the Governing Board meeting at which the amendment will be considered; and

NOW THEREFORE BE IT RESOLVED by the Governing Board of the Northwest Florida Water Management District, that:

The budget is hereby amended as summarized in the memorandum dated May 26, 2021, requesting Amendments No. 11 and 12 to the Fiscal Year 2020-2021 budget.

Amendment No. 11 increases spending authority and revenue by \$249,000 funded by the U.S. Department of Agriculture through the Florida Department of Agriculture and Consumer Services (FDACS) and Florida Forest Service (FFS) to support herbicide treatment of invasive plant species on district lands impacted by Hurricane Michael.

Amendment No. 12 provides for a cost-neutral revenue budget transfer in the amount of \$291,712.

Amendment 11 recognizes new spending authority and revenue and Amendment 12 provides for a reallocation of revenue budget between programs and projects. Both are to properly reflect activities to be performed and accurately assign costs with an increase to the total District budget.

GEORGE ROBERTS
Chair
Panama City

GEORGE ROBERTS
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

NICK PATRONIS
Panama City Beach

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

ADOPTED AND APPROVED this 10th day of June 2021, A.D.

ATTEST:

George Roberts, Chair

Brett Cyphers, Acting Secretary-Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Frank Powell, Director, Division of Asset Management

DATE: May 22, 2021

SUBJECT: Consideration of Acceptance of Appraisal and Approval of Purchase and Sale Agreement for the Purchase of the Anderson Property; Econfina Creek WMA

Recommendation:

Staff recommends the Governing Board accept the appraisal prepared by Bell, Griffith and Associates, Inc. for the Anderson Property in Bay County, and authorize the Executive Director to execute the Purchase and Sale Agreement for \$144,631.25 and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the agreement by legal counsel and the Seller. In addition, authorize staff to correct technical or scrivener errors related to this acquisition.

Background:

Staff obtained one appraisal for the fee simple purchase of the Anderson property. The appraisal was prepared by Bell, Griffith and Associates, Inc. The above-named appraiser is on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition, as outlined in the Purchase and Sale Agreement. The acquisition will include the fee simple purchase of 79.25 acres +/- as shown on the attached maps in Bay County from Mr. and Mrs. Gary Anderson. The property consists of forested uplands planted in longleaf pine and forested wetlands containing pine and hardwood and is bisected by Econfina Creek.

The Anderson property is located within the Econfina Springs Groundwater Contribution Area, is adjacent to a property encumbered by a District Conservation Easement that was also purchased for springs protection and will be part of the Econfina Creek WMA, if approved.

Purchase Price. The purchase price negotiated by staff for the fee simple purchase of 79.25 acres +/- is \$144,631.25. The purchase price does not include any closing costs.

The purchase of this property 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.

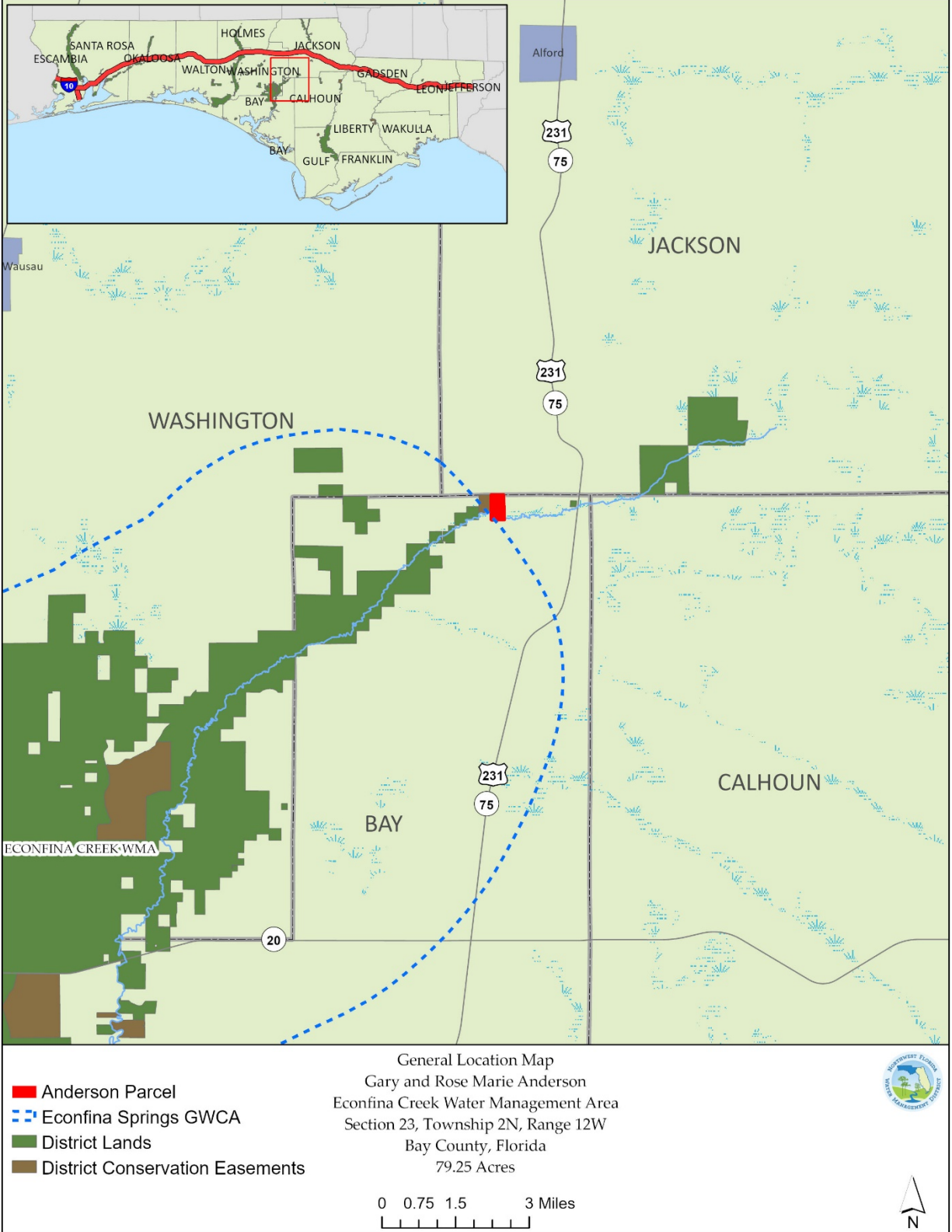
Appraisal. The District paid for the appraisal at a cost of \$3,000.

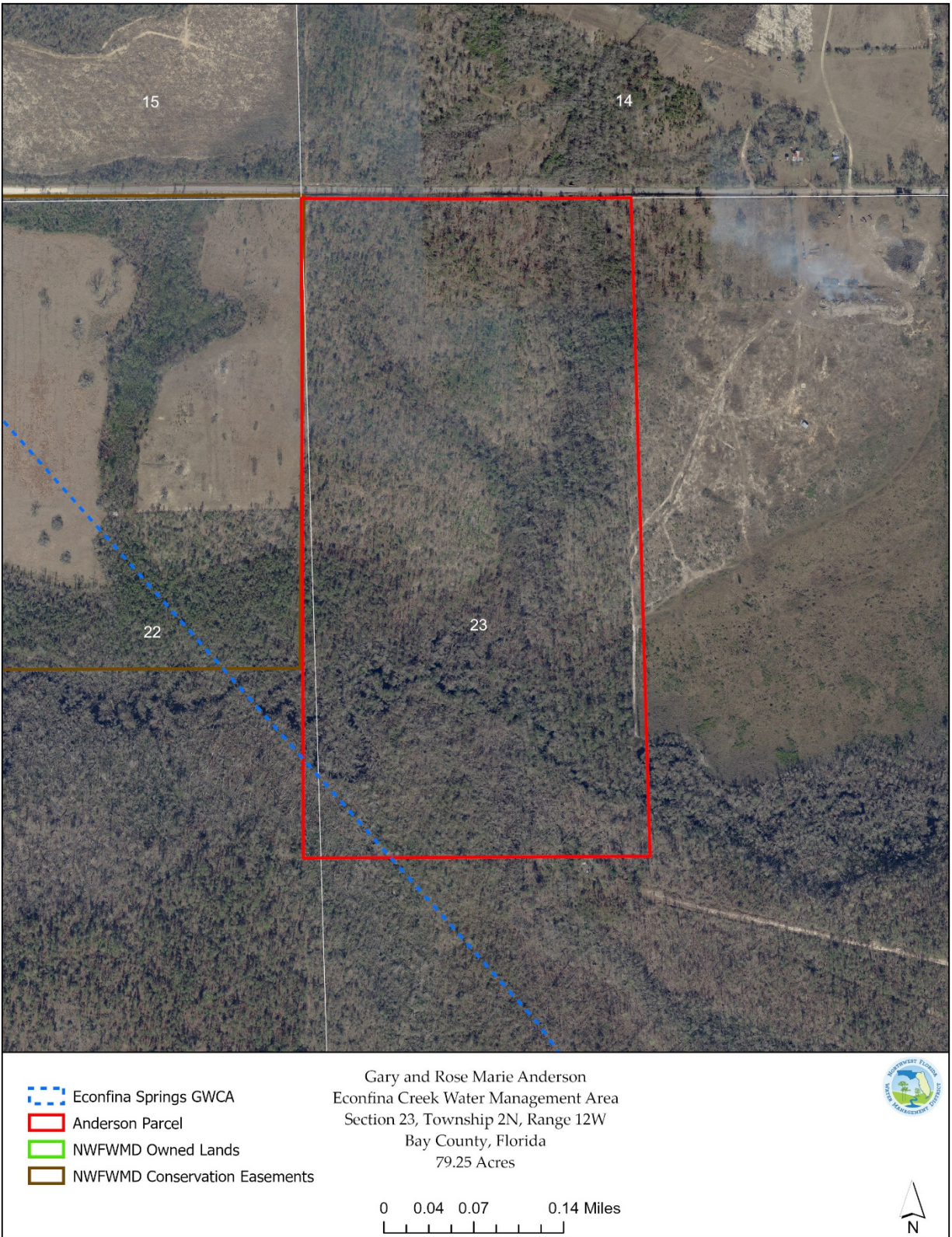
Survey. The District will hire a surveyor to prepare a survey and delineate the ordinary high-water line, if applicable.

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

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.

FP/cb





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this ____ day of _____, 2021, between **GARY L. ANDERSON and ROSE MARIE ANDERSON**, whose collective address is 2800 W. 30th Court, Panama City, FL 32405, referred to herein collectively as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

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

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

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be One Hundred Forty-Four Thousand Six Hundred Thirty-One and 25/100 Dollars (\$144,631.25).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,825.00 per acre ("Acre Price") for an estimated 79.25 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 79.25 acres or less than 79.25, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,825.00 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 \$1,825.00, then Seller shall have the option to either terminate this Agreement or

proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

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

6. **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 September 30, 2021, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than September 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 Northwest Florida Water Management District in the fiscal year of Closing.

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

9. INTENTIONALLY OMITTED

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

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

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

11. **Risk of Loss**. Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on November 23, 2020, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

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

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

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

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

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

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

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

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

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

affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

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

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

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

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

(k) 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 November 23, 2020. Since November 23, 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, including but not limited to the surveyor, shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

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

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

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

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

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

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any

right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

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

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

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

SELLER: Gary L. Anderson
Rose Marie Anderson
2800 W. 30th Court
Panama City, FL 32405

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

Seller's representative in matters relating to this Agreement will be Gary L. Anderson. 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) INTENTIONALLY OMITTED;

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

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

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

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

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

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

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until June 10, 2021.

27. INTENTIONALLY OMITTED

{SIGNATURES ON FOLLOWING PAGE}

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

SELLER:

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
Gary L. Anderson

By: _____
George Roberts, Chair

Date: _____

Date: _____

By: _____
Rose Marie Anderson

Date: _____

EXHIBIT A

(Legal Description)

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

THE WEST 1/2 OF THE NORTHWEST 1/4, SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 WEST LESS AND EXCEPT THE NORTH 25 FEET FOR ROAD RIGHT OF WAY.

EXHIBIT B

(Warranty Deed)

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

WARRANTY DEED

THIS WARRANTY DEED is made as of the ____ day of _____, 2021 by and between **Gary L Anderson and Rose Marie Anderson, husband and wife** (collectively, the "Grantors"), whose address is: 2800 W. 30th Court, Panama City, Florida 32405, and the **Northwest Florida Water Management District** (the "Grantee"), whose address is: 81 Water Management Drive, Havana, Florida 32333.

W I T N E S S E T H :

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

THE WEST 1/2 OF THE NORTHWEST 1/4, SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 WEST LESS AND EXCEPT THE NORTH 25 FEET FOR ROAD RIGHT OF WAY.

Parcel ID No.: 26660-524-000

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

To have and to hold in fee simple forever.

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

This conveyance is SUBJECT TO (a) all matters, conditions, limitations, restrictions and easements of record, if any, but this reference will not operate to reimpose the same, (b) zoning and other governmental regulations, and (c) taxes and assessments for the year 2021 and subsequent years.

The Property is NOT the homestead of the Grantors.

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

Signed, sealed, and delivered
in the presence of:

GRANTORS:

By: _____
Gary L. Anderson

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Gary L. Anderson. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

Signed, sealed, and delivered
in the presence of:

GRANTORS:

By: _____

Rose Marie Anderson

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Rose Marie Anderson. Such person(s) did not take an oath and: (notary must sign applicable blank)

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

{Notary Seal must be affixed}

Signature of Notary

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

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Gary L. Anderson and Rose Marie Anderson, husband and wife, referred to herein collectively as “Grantor”, who, being first duly sworn, depose and say that:

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

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 or its members which would have any effect on the Property.
9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.
10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.
11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.
12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.
13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.
14. The Property is in the same condition as existed on November 23, 2020. Since November 23, 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 "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code and Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

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

Gary L. Anderson: _____

Rose Marie Anderson: _____

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

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

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

{SIGNATURES ON FOLLOWING PAGE}

By: _____
Gary L. Anderson

By: _____
Rose Marie Anderson

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2021, by Gary L. Anderson and Rose
Marie Anderson.

Notary Public, State and County Aforesaid
My Commission Expires:

EXHIBIT A

(Title, Possession and Non-Lien Affidavit Legal Description)

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

THE WEST 1/2 OF THE NORTHWEST 1/4, SECTION 23, TOWNSHIP 2 NORTH, RANGE 12 WEST LESS AND EXCEPT THE NORTH 25 FEET FOR ROAD RIGHT OF WAY.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Frank Powell, Director, Division of Asset Management

DATE: May 25, 2021

SUBJECT: Consideration of Agreement with Florida Forest Service for 2021 Exotic Plant Treatment on District Lands

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute a funding agreement with the Florida Department of Agriculture and Consumer Services, Florida Forest Service in the amount of \$249,000.00 to facilitate this work, and recommends the Governing Board authorize the Executive Director to execute individual and cumulative task orders under this agreement that exceed the \$65,000 threshold.

Background

The District was recently contacted by the Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS) to determine whether there is a need to eradicate invasive exotic plants on District lands that fall within the Hurricane Michael impact area. The FFS received federal funds for exotic plant control in this area and was not able to distribute all of the funding as initially planned. FFS asked if the District could implement projects by September 2021, after which the funding will no longer be available.

The District has experience implementing these types of projects through a program administered by the Florida Fish and Wildlife Conservation Commission (FWC) Upland Invasive Exotic Plant Management Program. This FWC program has a number of pre-approved contractors that can be tasked with large-scale invasive exotic plant removal projects in a streamlined manner. The District can access these contractors through a cooperative purchasing (also known as “piggybacking”) opportunity that was included in FWC’s procurement of the contractors. The time and staff workload required to develop and bid out work of this nature would prevent the projects from being completed due to the tight deadline to expend the funds.

Invasive Exotic Plant Treatment Areas

County	Area	Water Management Area	Acres
Liberty	Beaverdam Creek	Apalachicola River	332.0
Leon	Stormwater Areas	Lake Jackson Stormwater Facility	24.2
Washington	Cotton Landing	Choctawhatchee River/Holmes Creek	620.0
Holmes	Westville	Choctawhatchee River/Holmes Creek	506.0
			1,482.2

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Frank Powell, Director, Division of Asset Management

DATE: May 24, 2021

SUBJECT: Consideration of ITB 21B-004 for Sign Fabrication Services

Recommendation

Staff recommends the Governing Board approve the bids received for Sign Fabrication Services and authorize the Executive Director to execute an agreement for these services with Unisource Sign Connection and Staff also recommends the Governing Board authorize the Executive Director to execute individual and cumulative Task Orders under this agreement that exceed the \$65,000 threshold.

Background

On April 20, 2021, the District issued an Invitation to Bid (ITB) for sign fabrication services. Signs prepared will be used to identify District-owned land, recreation sites and provide information for wayfinding purposes associated with District-owned lands throughout northwest Florida. The ITB included a bid sheet for 48 different signs utilized on District lands. Each bidder provided a per sign cost. The Total Bid amounts shown below are the cost for all 48 signs.

On May 20, 2021, at 2:00 p.m. EDT, the District received three sealed bids in response to this ITB. The bids received are listed below for your consideration.

COMPANY	TOTAL BID
Unisource Sign Connection	\$1,674.77
Tigo Inc. DBA Expose Yourself *	\$4,130.00
Florida Graphic Services, Inc.	\$6,824.35

* Non-responsive bid

Unisource Sign Connection submitted the lowest total bid to conduct sign fabrication services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett J. Cyphers, Executive Director
Lyle Seigler, Chief of Staff
Carlos Herd, Director, Resource Management Division
Kathleen Coates, Chief, Bureau of Water Resource Evaluation

FROM: Tony Countryman, P.G., Hydrogeologist IV,
Bureau of Water Resource Evaluation

DATE: May 26, 2021

SUBJECT: Consideration of ITB 21B-005, Well Construction and Aquifer Testing in Gulf County

Background

On April 29, 2021, the District issued an Invitation to Bid (ITB) 21B-005 for well construction and aquifer testing services in support of a groundwater resource evaluation in Gulf County. The contracted services will include the drilling and construction of one test production well and four monitor wells. In addition, geologic samples, water quality samples, and geophysical logs will be collected during drilling and provide data needed to determine final well construction depths. The wells will be used to conduct tests of the intermediate aquifer to assess its feasibility as a water supply for Gulf County.

Sealed bids for these services are due by 2:00 PM, Eastern Time, on June 1, 2021. Staff will provide the bid results and a recommendation in the form of a supplement at the June 10, 2021, Governing Board meeting.

Subsequent to approval by Governing Board, a contract will be negotiated, prepared and executed with the qualified responsive bidder. The proposed work is anticipated to begin no later than October 2021 and require approximately three months to complete.

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
Kathleen Coates, Chief, Bureau of Resource Evaluation

FROM: Kathleen Coates, Chief, Bureau of Resource Evaluation

DATE: May 20, 2021

SUBJECT: Consideration of Revenue Contract with the Florida Department of Environmental Protection for Continued Water Resource Monitoring

Recommendation

Staff recommends the Governing Board authorize the Executive Director to execute an agreement or an amendment to the current agreement for continuation of the Integrated Water Resources Monitoring program with a contract amount of up to \$150,000 for the period of July 1, 2021, through June 30, 2022.

Background

The Florida Department of Environmental Protection (DEP) created the Integrated Water Resources Monitoring program in 1996 – a multi-resource, comprehensive, integrated program to monitor surface water and groundwater quality. The District has participated in the program since its inception. The large volume of water quality data produced has supported timely, accurate assessments of the quality of the District's water resources. This data is available to the public through DEP's water quality databases.

This contract consists of two projects for the collection of surface water and groundwater quality data from sites across the District.

- The Water Quality Status Project consists of the annual collection of 85 samples from five resource types: confined aquifers, rivers, large lakes, streams, and unconfined aquifers. A new set of random sample sites are selected for each resource every year.
- The Groundwater Quality Temporal Variability Project involves monthly sampling of seven wells and one first magnitude spring at five fixed monitoring locations and is designed to track water quality changes over time.

The Florida Department of Environmental Protection will compensate the District up to \$150,000 for this data collection on a fee schedule/cost reimbursement basis.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Brett Cyphers, Executive Director
Lyle Siegler, Chief of Staff
Carlos Herd, Director - Resource Management Division
Kathleen Coates, Chief, Bureau of Resource Evaluation

FROM: Katie Price, Hydrologist III

DATE: May 24, 2021

SUBJECT: Consideration of Revenue Contract with Leon County and City of Tallahassee for Hydrologic Monitoring

Recommendation:

Staff recommends the Governing Board authorize the Executive Director to execute a contract with the City of Tallahassee and Leon County to continue hydrologic monitoring beginning October 1, 2020, and ending September 30, 2021, for an amount not to exceed \$130,000, subject to legal counsel review.

Discussion:

The District has been assisting the City of Tallahassee and Leon County with the maintenance and operation of monitoring equipment for the last 29 years. This program now includes the operation of 51 surface water and rainfall data collection stations in the city and county. These stations provide storm event data for all major drainage basins in Leon County. Continuous rainfall records in conjunction with the surface water data are used to design and implement improvements in the stormwater drainage system. Improvements to the stormwater system help reduce flooding and improve water quality.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

FROM: Jerriek Saquibal, Chief, Resource Projects & Planning Bureau

DATE: May 26, 2021

SUBJECT: Consideration of RFP 21-001 for Contractual Services – Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico

Recommendation

Staff recommends the Governing Board approve the selection committee's results provided in Table 1 and authorize the Executive Director to execute an agreement with AECOM to provide Contractual Services for Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico.

Background

In March 2021, the Governing Board authorized the Executive Director to enter into agreement with the U.S. Environmental Protection Agency (EPA) to receive grant funding up to \$959,754 for a Gulf of Mexico Division Farmer to Farmer grant: Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico. The Board also authorized contracting with the University of Florida for technical services in support of this grant and issuing a request for proposals (RFP) for contractor support to conduct algae harvesting and associated services in accordance with the final agreement with the EPA. The RFP in support of this work (RFP 21-001) was released on May 3, 2021.

On May 19, 2021, the District received proposals from one firm in response to the District's Request for Proposals (RFP 21-001) for "Contractual Services – Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico." This RFP was issued to provide assistance in implementing a novel approach to nutrient reduction in an agricultural operation in the District. Work to be performed includes mobilization and deployment of an intact cellular algae harvesting system (system) at an agricultural facility in northwest Florida. The system will have the ability to remove intact cellular algae from a surface water source, separate the algae from the water, and return the clarified water back to the agricultural operation. The selected firm shall provide options to manage, reuse as fertilizer, and/or dispose of the algal biomass in a manner that improves water quality in the receiving watershed. The selected

firm will also cooperate with technical service providers regarding sampling and analysis protocols and procedures.

Only one proposal was received for RFP 21-001. The proposal was evaluated using predefined criteria by the selection committee and the respondent was deemed to be qualified to provide the requested contractual services. The committee's average score is provided below in Table 1. The lone qualified respondent is AECOM. In accordance with Florida Statutes 287.057, if less than two responsive proposals are received for contractual services, the agency may negotiate on the best terms and conditions.

AECOM has demonstrated a capability of completing projects utilizing the same technology at multiple project sites within the United States. At each site, successful outcomes were achieved, to include documented and verifiable reductions in target concentrations of nutrients. Additionally, AECOM has staff available for rapid mobilization and project initiation to keep up with the timeline identified in the EPA grant. Accordingly, it is the evaluation of staff that proceeding to negotiate and contract with the selected respondent is in the best interest of the District.

If approved, a Notice of Final Agency Action will be published and staff will negotiate a contract with AECOM.

Table 1 - Consultant Selection Scores - Contractual Services – Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico

Firm	Average Score	Ranking
AECOM	93	1

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

DATE: June 3, 2021

SUBJECT: Consideration of FY 2021-22 Springs Restoration Funding Request Update

Recommendation

Staff recommends the Governing Board (1) approve the updated projects included in Table 1 totaling \$39,244,512 and (2) authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amount requested and implement springs restoration projects as described, subject to budget authority and legal counsel review.

Discussion

In April, the Governing Board approved FY 2021-22 springs restoration projects totaling \$20,248,261, submittal of the projects to the Department of Environmental Protection (DEP) for funding consideration and authorize the Executive Director to enter into agreements with DEP and cooperators to receive up to the amount requested and implement springs restoration projects. Since that time, an accelerated springs restoration three-year project schedule with Wakulla County has been discussed as an avenue to meet DEP's Wakulla Spring Basin Management Action Plan (BMAP) 5-year nitrogen load reduction target of 41,869 lb-N/yr and ultimately the Total Maximum Daily Load (TMDL) for the Upper Wakulla River of 0.35 mg/L of Nitrate (monthly average). The additional Wakulla County springs restoration projects from year one of the accelerated schedule has been included in the updated FY 2021-2022 Springs Restoration Funding request.

The Florida Legislature is expected to appropriate \$75,000,000 for FY 2021-2022 statewide springs restoration and protection projects. This funding will be allocated by DEP to the four water management districts with springs to manage. Since this program began in FY 2013-2014, more than \$81.6 million in springs restoration funding has been awarded in northwest Florida.

As shown in Table 1, the District is requesting approximately \$39.2 million in FY 2021-2022 funding from DEP to implement priority projects in the Panhandle, including:

- \$37.4 million for septic tank conversion to central sewer projects in Wakulla and Jackson counties;
- \$1.3 million for wastewater treatment plant upgrades in Leon County; and
- \$0.5 million for stormwater improvements at Jackson Blue Spring Recreation Area.

Final approval of funding for the FY 2021-2022 springs projects is subject to the Governor's approval of the state's budget. Additionally, the District, in cooperation with participating local governments, continues to maintain a long-range springs project plan that identifies planned and potential springs projects across northwest Florida for a 10-year period. This plan remains dynamic and is subject to continued development based on both state funding and local priorities. It provides, however, a useful planning tool and conceptual roadmap for long-term restoration.

Table 1. Updated NFWMD FY 2021-2022 Springs Restoration Funding Requests

Spring Name	Project Name	County	Project Type	Project Description	Nitrogen Reduced (lbs/yr)	Sediment reduced (in lbs/yr)	Acres to be Acquired	State Funding Requested	Local Match
Wakulla Spring	Wakulla Gardens Phase IVB, V, VI, and VII	Wakulla	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 307 additional homes in the Wakulla Spring PFA2.	Up to 3,386 lbs/yr TN	NA	NA	\$16,206,828	\$0
Wakulla Spring	Wakulla County Crawfordville East Sewer, Phase V & VI	Wakulla	Wastewater Collection & Treatment	Septic to central sewer connection project in Crawfordville to connect 169 homes in the Wakulla Spring PFA2.	Up to 1,864 lbs/yr TN	NA	NA	\$8,236,824	\$0
Wakulla Spring	Wakulla County PFA-1 Sewer, Phase I & II	Wakulla	Wastewater Collection & Treatment	Septic to central sewer connection project to connect 125 homes in the Wakulla Spring PFA1.	Up to 1,378 lbs/yr TN	NA	NA	\$6,565,144	\$0
Wakulla Spring	Magnolia Gardens Phase IV	Wakulla	Wastewater Collection & Treatment	Continue septic to central sewer connection project to connect 35 homes in the Wakulla Spring PFA2.	Up to 386 lbs/yr TN	NA	NA	\$2,944,922	\$0
Wakulla Spring	COT WWTP Upgrade Phase 1 – Centrate Equalization Facility	Leon	Wastewater Treatment Plant Upgrade	Project is phase one of a two phase facility upgrade to significantly reduce nitrogen from the centrate sidestream which will result in the ability to effectively treat more nutrient rich wastewater from the Wakulla Springs basin.	Up to 2,155 lbs/yr TN	NA	NA	\$1,316,000	\$1,316,000
Jackson Blue Spring	Indian Springs Sewer Phase 2C-revised	Jackson	Wastewater Collection & Treatment	Continue septic to central sewer connection project for 33 additional homes (40 lots) on the south side of Merritts Mill Pond.	Up to 254 lbs/yr TN	NA	NA	\$2,960,029	\$0

Jackson Blue Spring	Malone Sewer System Expansion	Jackson	Wastewater Collection & Treatment	Extend central sewer infrastructure and abandon 170 septic tank systems in the Town of Malone.	Up to 1,421 lbs/yr TN	NA	40	\$528,265	\$3,534,000
Jackson Blue Spring	Jackson Blue Spring Recreation Area Stormwater Project, Phase II	Jackson	Stormwater	Continue springs protection efforts to reduce the stormwater runoff into Jackson Blue Spring from parking and roadway areas.	NA	NA	NA	\$486,500	\$10,000
TOTAL								\$39,244,512	\$4,860,000

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: May 26, 2021

Northwest Florida Water Management District, Plaintiff, vs. GHD Construction Services, Inc., Defendant, Walton County Circuit Court Case No. 21CA137

The District has filed and served a Petition for Enforcement against GHD Construction Services, Inc. (“GHD”), stemming from GHD’s violation of a Consent Order and of District statutes and rules. The District is seeking an injunction against GHD to require its compliance with the Consent Order and to cease violating statutes and rules. The District is also seeking the statutory monetary penalties associated with such violations.

GHD is the holder of an environmental resource permit known as a “10/2 Self-Certification” for the development and construction of residential units in DeFuniak Springs. In February 2020, the District determined that GHD was not complying with its permit and was violating District statutes and rules by adversely impacting wetlands. The District and GHD entered into a Consent Order in February 2020, whereby GHD agreed to pay a penalty and remediate the impacted wetlands. GHD eventually paid the penalty, but it never began the required remediation. After many failed attempts to motivate GHD to perform the required mediation, the District was forced to file the Petition for Enforcement.

GHD was served with the Petition on April 19, 2021, and its response was due on May 10, 2021. GHD did not timely respond, so the District moved for and was granted a clerk’s default. The District will next be moving for a default final judgment.

Rebecca Wheeler and Aaron Wheeler, Petitioners, vs. Northwest Florida Water Management District, Respondent, NFWMD Permit No. IND-133-296750-1

On April 2, 2021, the Wheelers filed a Petition for Administrative Hearing to challenge the environmental resource permit IND-133-296750-1 (the “ERP”) the District intends to issue to

Chanley Gilbert for the construction of stormwater management facilities associated with Mr. Gilbert's development of a recreational vehicle park on Highway 79 in Vernon, Washington County. The Wheelers are the adjacent landowners to Mr. Gilbert's property. The Wheelers attempted to allege that Mr. Gilbert's construction will cause adverse flooding on the Wheelers' property. However, the initial Petition failed to meet the requirements necessary for an administrative hearing. The District dismissed the Petition with leave to amend.

The Wheelers' filed their Amended Petition on May 17, 2021. The Amended Petition is under review to determine whether it is sufficient to be sent to the Division of Administrative Hearings for litigation.

The District remains confident that the intended ERP meets the conditions for issuance.