

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING MINUTES**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
November 14, 2013**

Governing Board Members Present

George Roberts, Chair
Jerry Pate, Vice Chair
Angus Andrews
Jon Costello
Bo Spring

Governing Board Members Absent

Stephanie Bloyd
Gary Clark
Nick Patronis

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:06 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Vice Chair Pate offered the invocation.

3. Pledge of Allegiance to the Flag

Chair Roberts led the meeting in the Pledge of Allegiance to the Flag.

4. Additions, Deletions or Changes to the Agenda

Ms. White stated that there were no additions, deletions or changes to the agenda.

5. Approval of Minutes for October 10, 2013

MOTIONED BY MR. PATE, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE OCTOBER 10, 2013, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

Ms. Jean Whitten stated that the Audit Committee met and had the following recommendations.

6. A. 1. Selection of Audit Firm to Conduct the Annual Financial Audit

The Audit Committee recommends that the Board select Purvis Gray and Company to conduct the annual financial audit and allow staff to negotiate a contract for one year with the option to renew for four additional years.

MOTIONED BY MR. PATE, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE PURVIS GRAY AND COMPANY TO CONDUCT THE ANNUAL FINANCIAL AUDIT AND ALLOW STAFF TO NEGOTIATE A CONTRACT FOR ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS. MOTION CARRIED.

7. A. Consent Business Agenda

Ms. Jean Whitten presented the Financial Report and Schedule of Disbursements for the month of September 2013.

MOTIONED BY MR. COSTELLO, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD APPROVE THE FINANCIAL REPORT AND SCHEDULE OF DISBURSEMENTS FOR THE MONTH OF SEPTEMBER 2013. MOTION CARRIED.

7. B. Consideration of Agreements with the Florida Department of Environmental Protection and the Florida Department of Agriculture and Consumer Services for Springs Protection Projects

Mr. Nick Wooten gave a detailed overview of the proposed agreements with the Florida Department of Environmental Protection and the Florida Department of Agriculture and Consumer Services for springs protection projects.

Mr. Wooten voiced staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with the Florida Department of Environmental Protection to provide up to \$1,129,000 in grant funding for springs protection projects in Northwest Florida. Combined with funding from participating agencies and producers, this funding will contribute an estimated \$2,643,711 in springs protection projects in the District. He further stated that staff recommends that the Governing Board authorize the Executive Director to enter into an agreement with the Florida Department of Agriculture and Consumer Services to implement an Agricultural Best Management Practice Equipment Cost Share Grant Program within the Jackson Blue Spring Area in Jackson County as part of the springs protection projects.

MOTIONED BY MR. PATE, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE UP TO \$1,129,000 IN GRANT FUNDING FOR SPRINGS PROTECTION PROJECTS IN NORTHWEST FLORIDA. COMBINED WITH FUNDING FROM PARTICIPATING AGENCIES AND PRODUCERS, THIS FUNDING WILL CONTRIBUTE AN ESTIMATED \$2,643,711 IN SPRINGS PROTECTION PROJECTS IN THE DISTRICT. IN ADDITION, THE GOVERNING BOARD AUTHORIZED THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) TO IMPLEMENT AN AGRICULTURAL BEST MANAGEMENT PRACTICE EQUIPMENT COST SHARE GRANT PROGRAM WITHIN THE JACKSON BLUE SPRING AREA IN JACKSON COUNTY AS PART OF THE SPRINGS PROTECTION PROJECTS. MOTION CARRIED.

7. C. Consideration of a Grant Agreement with Bay County for a Drainage Stabilization Project that will Reduce Sedimentation in the St. Andrew Bay Watershed

Mr. John Crowe gave a detailed overview of the proposed agreement with Bay County for a drainage stabilization project that will reduce sedimentation in the St. Andrew Bay watershed.

Mr. Crowe voiced staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with Bay County to provide up to \$671,000 in grant funding for a drainage stabilization project that will reduce sedimentation in the St. Andrew Bay watershed.

MOTIONED BY MR. PATE, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH BAY COUNTY TO PROVIDE UP TO \$671,000 IN GRANT FUNDING FOR A DRAINAGE STABILIZATION PROJECT THAT WILL REDUCE SEDIMENTATION IN THE ST. ANDREW BAY WATERSHED. MOTION CARRIED.

7. D. Request for Approval to Submit and Publish the Notice of Proposed Rule

Ms. Angela Chelette voiced staff recommendation that the Governing Board authorize submittal of the Notice of Proposed Rule to the required parties and authorize staff to schedule a public hearing before the Governing Board, if requested, once the Office of Fiscal Accountability and Regulatory Reform and Joint Administrative Procedures Committee reviews are complete.

MOTIONED BY MR. PATE, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE SUBMITTAL OF THE NOTICE OF PROPOSED RULE TO THE REQUIRED PARTIES AND AUTHORIZE STAFF TO SCHEDULE A PUBLIC HEARING BEFORE THE GOVERNING BOARD, IF REQUESTED. MOTION CARRIED.

8. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:41 p.m., ET.

Mr. Michael Edgar presented the Consent Agenda, which included two permit modification and renewals. Mr. Edgar voiced staff recommendation that the Governing Board approve the Consent Agenda per the recommendations and conditions of the staff reports and per the terms and conditions of the permit documents.

MOTIONED BY MR. COSTELLO, SECONDED BY MR. PATE, THAT THE GOVERNING BOARD APPROVE THE CONSENT AGENDA PER THE RECOMMENDATIONS AND CONDITIONS OF THE STAFF REPORTS AND PER THE TERMS AND CONDITIONS OF THE PERMIT DOCUMENTS. MOTION CARRIED.

9. A. Regulatory Quarterly Report

Mr. Edgar informed the Board that the material was provided for informational purposes only.

10. Legal Counsel Report

Mr. Breck Brannen gave a brief update on the pending litigation between Ms. Crenshaw and the City of Defuniak Springs.

Meeting was adjourned at 1:50 p.m., ET.

_____	_____ December 12, 2013 _____
Chair	Date

_____	_____
Executive Director	Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Period Ending October 31, 2013

Balance Forward - Operating Funds	\$71,805,117.40
-----------------------------------	-----------------

Operating Funds Received in current month:

Revenue Receipts, Current	\$55,465.41	
Contracts Receivable	64,984.91	
Other Deposits/Refunds/Adjustments	176,776.82	
Transfers from Lands Accounts	0.00	
Total Deposits during month	297,227.14	

Total Deposits and Balance Forward	\$ 72,102,344.54
------------------------------------	------------------

Disbursements:

Employee Salaries	435,097.50	
Employee Benefits	219,554.01	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	548,746.33	
Operating Expenses - Services	140,300.14	
Operating Expenses - Commodities	94,013.23	
Operating Capital Outlay	38,235.28	
Grants and Aids	69,005.70	
Total Operating Expenses during month	1,544,952.19	
Payables, Prior Year	221.40	
Other Disbursements or (Credits)	14,231.01	
Total Funds Disbursed by check during month	1,559,404.60	
Bank Debits (Fees, Deposit Slips, etc.)	236.15	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,559,640.75	

Cash Balance Operating Funds at month end	\$ 70,542,703.79
---	------------------

Operating Depositories:

Petty Cash Fund	250.25	
Bank of America:		
General Fund Checking @ .2%	296,109.72	
Payroll Account	221,117.82	
Pensacola Account	5.00	
Investment Accounts:		
Fla. Board of Administration @ 0.18%		
General Fund	31,720,289.18	
Lands Fee Fund	8,885,070.12	
SWIM Fund	5,508,520.96	
ETDM	2,314.06	
Water Prot. & Sust. TF	5,452,074.60	
Mitigation Fund	18,012,064.64	
Fund B Deposits Frozen by SBA	444,887.44	

Total Operating Depositories at month end	\$ 70,542,703.79
---	------------------

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Period Ending October 31, 2013

Land Acquisition Funds:

Fla. Board of Administration @ 0.18%	\$ 635,452.65	
Fund B Deposits Frozen by SBA	<u>25,447.86</u>	
Total Land Acquisition Funds		660,900.51

Restricted Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 0.18%	269,177.33	
Fund B Deposits Frozen by SBA	<u>3,185.63</u>	
Total Land Acquisition Funds		272,362.96

Total Land Acquisition, and Restricted Management Funds		<u>933,263.47</u>
--	--	-------------------

TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 71,475,967.26</u></u>
---	--	--------------------------------

Approved: _____
Chairman or Executive Director

Date: December 12, 2013

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Month ending October 31, 2013
(Unaudited)

Sources	Current Budget	Actuals Through 10/31/2013	Variance (under)/Over Budget	Actuals As A % of Budget
Ad Valorem Property Taxes	\$ 3,329,001	\$ 20,994	\$ (3,308,007)	1%
Intergovernmental Revenues	25,145,216		(25,145,216)	0%
Interest on Invested Funds	130,830	10,976	(119,854)	8%
License and Permit Fees	350,250	21,680	(328,570)	6%
Other	2,323,050	1,444	(2,321,606)	0%
Fund Balance	55,592,515		(55,592,515)	0%
Total Sources	\$ 86,870,862	\$ 55,094	\$ (86,815,768)	0%

Uses	Current Budget	Expenditures	Encumbrances¹	Available Budget	%Expended	%Obligated²
Water Resources Planning and Monitoring	\$ 5,992,550	\$ 133,589	\$ 16,283	\$ 5,842,679	2%	3%
Acquisition, Restoration and Public Works	31,444,446	40,355	101,289	31,302,803	0%	0%
Operation and Maintenance of Lands and Works	3,595,133	107,635	137,913	3,349,585	3%	7%
Regulation	4,007,832	235,836	47,162	3,724,834	6%	7%
Outreach	168,044	6,609	-	161,435	4%	4%
Management and Administration	2,693,100	150,090	19,031	2,523,979	6%	6%
Total Uses	\$ 47,901,105	\$ 674,113	\$ 321,676	\$ 46,905,315	1%	2%
Reserves	38,969,757			38,969,757	0%	0%
Total Uses and Reserves	\$ 86,870,862	\$ 674,113	\$ 321,676	\$ 85,875,072	1%	1%

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

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

This unaudited financial statement is prepared as of October 31, 2013, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

OCTOBER 2013

CHECKS	10/03/2013	\$	133,550.53
CHECKS	10/03/2013		132,107.19
AP EFT CHECKS	10/04/2013		2,063.17
CHECKS	10/10/2013		36,953.85
AP EFT CHECKS	10/11/2013		180.00
CHECKS	10/10/2013		76,906.30
AP EFT CHECKS	10/11/2013		2,055.05
CHECKS	10/17/2013		3,466.40
CHECKS	10/16/2013		346,052.64
AP EFT CHECKS	10/18/2013		274.30
CHECKS	10/23/2013		24,531.46
AP EFT CHECKS	10/25/2013		840.97
CHECKS	10/23/2013		252,186.31
AP EFT CHECKS	10/25/2013		100.00
CHECKS	10/30/2013		115,784.07
AP EFT CHECKS	10/31/2013		1,191.31
UNEMPLOYMENT EFT			822.04
		\$	<u><u>1,129,065.59</u></u>

Chairman or Executive Director

December 12, 2013
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	142.46	10/03/2013	PRE-PAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	4,187.58	10/03/2013	EMPLOYEE DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	652.50	10/03/2013	EMPLOYER PAID LIFE&ADD
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	10/03/2013	RETIREE MEDICARE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	548.70	10/03/2013	COBRA
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	592.58	10/03/2013	RETIREE SPOUSE MEDICARE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	39,859.32	10/03/2013	EMPLOYEE HEALTH CARE
1617	CAPITAL HEALTH PLAN	67,622.14	10/03/2013	EMPLOYEE HEALTH CARE
45	DMS	16,265.17	10/03/2013	OCTOBER RENT CARR BLDG
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	3,212.00	10/03/2013	1ST QTR PYMNT FY 13-14
4607	MAIL FINANCE INC	126.00	10/03/2013	CNT 11-036 10/1-11/1 PYMNT

TOTAL AP

133,550.53

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4037	APALACHICOLA RIVERKEEPER	4,898.86	10/03/2013	RESTORATION WORK IN EASTPOINT
95	AT&T	281.66	10/03/2013	EFO PHONE SERVICE
4180	BA MERCHANT SERVICES	167.39	10/03/2013	TRANSACTION FEES FOR E-PERMITT
2417	BEARD EQUIPMENT COMPANY, INC.	131.95	10/03/2013	BATTERY FOR JD 3320 TRACTOR
4741	COOK-WHITEHEAD FORD	452.00	10/03/2013	WMD 1256 REPAIRS
4061	BRIAN WILLIAM TAYLOR	80.00	10/03/2013	LAWN SERVICE FOR MARIANNA
319	THE COUNTY RECORD	24.00	10/03/2013	LEGAL AD
3904	DADE PAPER & BAG COMPANY	554.55	10/03/2013	JANITORIAL SUPPLIES FOR EFO 1
3461	DANIELS JANITORIAL SERVICE	750.00	10/03/2013	JANITORIAL SERVICE FOR CRESTVI
45	DMS	112.55	10/03/2013	MFO PHONE SERVICE
45	DMS	1,289.48	10/03/2013	CARR BLDG PHONE
648	FEDERAL EXPRESS CORPORATION	21.68	10/03/2013	SHIPMENT TO DEP
648	FEDERAL EXPRESS CORPORATION	22.06	10/03/2013	SHIPPING SONTEK SL METER FOR R
1292	FISHER SCIENTIFIC	979.65	10/03/2013	FIELD SUPPLIES
3686	FLORIDA FLOODPLAIN MANAGERS ASSOC., INC.	600.00	10/03/2013	TRAINING COURSE REGISTRATION F
1746	FRANKLIN COUNTY TAX COLLECTOR	13.51	10/03/2013	REFUND OF TAXES
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	30.00	10/03/2013	MONITORING FOR CRESTVIEW
35	GOODYEAR TIRE AND RUBBER COMPANY	1,268.39	10/03/2013	WMD 0036 - TIRES, BRAKES, BALA
35	GOODYEAR TIRE AND RUBBER COMPANY	153.85	10/03/2013	WMD 1256 TIRE
410	GULF COUNTY TAX COLLECTOR	5.60	10/03/2013	REFUND OF TAXES
5023	GUTTERHAWK, INC	710.00	10/03/2013	GUTTER INSTALLATION
4524	HODGE PRODUCTS, INC	346.40	10/03/2013	LOCKS
4524	HODGE PRODUCTS, INC	548.15	10/03/2013	HEAVY DUTY LOCKS - KEYED ALIKE
3193	INSURANCE INFORMATION EXCHANGE	41.45	10/03/2013	MVR
419	J. H. DOWLING, INC.	2,418.20	10/03/2013	WOVEN GEOTEXTILE
4921	JACKSON COUNTY UTILITIES	29.00	10/03/2013	MFO H20
1695	JAMES MOORE & COMPANY	1,207.58	10/03/2013	ADDITIONAL CONSULTING - GASB 5
4070	LAYNE CHRISTENSEN COMPANY	1,880.00	10/03/2013	RECOVER E-TAPE FROM WELL
3266	LOWE'S COMPANIES INC.	122.73	10/03/2013	GROUNDWATER SAMPLING PUMP SUPP
3266	LOWE'S COMPANIES INC.	257.50	10/03/2013	PAINT
3266	LOWE'S COMPANIES INC.	56.98	10/03/2013	PAINT-ADMIN OFFICE
3266	LOWE'S COMPANIES INC.	610.93	10/03/2013	MAINTENANCE SUPPLYS
56	MAC PAPERS INC. - TALLAHASSEE	758.00	10/03/2013	RESTOCK PAPER SUPPLY
5027	MOORE DOORS & SPECIALTIES, INC.	2,544.00	10/03/2013	DOOR REPLACEMENT
1205	OFFICE DEPOT, INC.	176.02	10/03/2013	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	122.99	10/03/2013	DRY-ERASE AND CORK BOARD FOR B
1205	OFFICE DEPOT, INC.	29.99	10/03/2013	DRY-ERASE AND CORK BOARD FOR B
4794	PANHANDLE CONTRACTING, INC.	3,690.00	10/03/2013	RTRN BID BOND 13B-009
3813	PENNINGTON, P.A.	200.00	10/03/2013	O & E REPORT FOR THE ENFINGER
3813	PENNINGTON, P.A.	16,012.50	10/03/2013	LEGAL FEES
5017	AGFA CORPORATION	379.56	10/03/2013	STICKY BACKED PAPER FOR GIS

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4484	PROGRESSIVE SOLUTIONS, LLC	25,200.00	10/03/2013	CONTRACTURAL SERVICES - HERBIC
4136	RICOH AMERICAS CORPORATION	383.75	10/03/2013	RICOH COPIER
1650	JAMES I. MILLER	100.00	10/03/2013	APPRAISAL REVIEW UPDATE OF THE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	98.69	10/03/2013	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	436.99	10/03/2013	RMD OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	33.15	10/03/2013	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	43.79	10/03/2013	SUPPLIES FOR JON/BRETT/GOVERN
4799	STAPLES CONTRACT & COMMERCIAL, INC.	239.96	10/03/2013	FINEPIX XP200 WATERPROOF DIGI
4616	JERRON THAD WHITE, JR	2,350.00	10/03/2013	TREE REMOVAL
4289	TRI STATE EMPLOYMENT SERVICE, INC.	220.00	10/03/2013	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	216.56	10/03/2013	TEMP SERVICES
3696	URS CORPORATION	1,750.00	10/03/2013	CNT 07-029 TASK 87
3696	URS CORPORATION	10,920.00	10/03/2013	CNT 07-029 TASK 85
3696	URS CORPORATION	2,640.00	10/03/2013	CNT 07-029 TASK 106
3696	URS CORPORATION	3,729.92	10/03/2013	CNT 07-029 TASK 104
3696	URS CORPORATION	1,500.00	10/03/2013	CNT 07-029 TASK 75
3696	URS CORPORATION	5,000.00	10/03/2013	CNT 07-029 TASK 36
3696	URS CORPORATION	1,792.40	10/03/2013	CNT 07-029 TASK 99
3696	URS CORPORATION	1,341.38	10/03/2013	CNT 07-029 TASK 109
3696	URS CORPORATION	6,991.70	10/03/2013	CNT 07-029 TASK 108
3696	URS CORPORATION	6,245.60	10/03/2013	CNT 07-029 TASK 107
4557	VERIZON WIRELESS	350.69	10/03/2013	CELL PHONES
1305	WASTE MANAGEMENT - LEON COUNTY, INC	53.62	10/03/2013	MFO SOLID WASTE
4038	WINDSTREAM COMMUNICATIONS	49.83	10/03/2013	EFO PHONE AND ALL 800#'S
3048	YATES CONTRACTING, INC.	16,440.00	10/03/2013	ROAD REPAIR MATERIAL (DOLOMIT

TOTAL CHECKS

132,107.19

4369	JOHN M. BATEMAN	230.13	10/04/2013	EMPLOYEE TRAVEL
3080	STEVEN COSTA	140.00	10/04/2013	EMPLOYEE TRAVEL
4944	BRETT CYPHERS	358.99	10/04/2013	EMPLOYEE TRAVEL
4972	LAUREN ENGEL	178.75	10/04/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	10/04/2013	EMPLOYEE TRAVEL
5012	JENNIFER K. KELLY	205.13	10/04/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	10/04/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	345.17	10/04/2013	EMPLOYEE TRAVEL
4642	COAKLEY TAYLOR	325.00	10/04/2013	EMPLOYEE TRAVEL

TOTAL ACH TRANSFER

2,063.17

TOTAL AP

134,170.36

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4923	JOHN ALTER	68.09	10/10/2013	BUDGET HEARING TRAVEL
3293	ANGUS ANDREWS	55.18	10/10/2013	BUDGET HEARING TRAVEL
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	13,261.20	10/10/2013	ATTACK ONE FIRE MGT-PRESCRIBED
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	3,598.00	10/10/2013	ATTACK ONE FIRE MGT-PRESCRIBED
4280	B & B SMALL ENGINE REPAIRS & SALES, INC.	251.24	10/10/2013	REPAIRS AND SERVICE ON ATV BUS
4845	CALHOUN COUNTY SHERIFF'S OFFICE	1,419.08	10/10/2013	CALHOUN CO SHERIFF-LAW ENFCMT/
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	10/10/2013	ADMIN FEES FOR FSA
3538	CITY OF APALACHICOLA	19,800.00	10/10/2013	BATTERY PARK BASIN STORMWATER
771	CITY OF MARIANNA	33.93	10/10/2013	MFO H2O & SEWER
4991	GARY CLARK	41.83	10/10/2013	BUDGET HEARING TRAVEL
5033	JON COSTELLO	98.22	10/10/2013	BUDGET HEARING TRAVEL
45	DMS	17.99	10/10/2013	CONFERENCE CALLS
45	DMS	144.00	10/10/2013	WEB SERVER
45	DMS	30.33	10/10/2013	INTRANET
45	DMS	70.27	10/10/2013	MILTON PHONE SERVICE
45	DMS	1,474.43	10/10/2013	HQ PHONE SERVICE
45	DMS	1,350.10	10/10/2013	CRESTVIEW PHONE SERVICE
4748	EAST MILTON WATER SYSTEM	10.22	10/10/2013	MILTON WATER
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	40.47	10/10/2013	FAR/LEGAL AD FOR BUDGET PUBLIC
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	37.62	10/10/2013	LEGAL/FAR AD FOR WORKSHOP SEPT
65	GADSDEN COUNTY TIMES	38.54	10/10/2013	LEGAL AD
3942	A & W VENTURES, L.C.	151.34	10/10/2013	PORTABLE TOILET
5032	WILLIAM HUNKAPILLER	413.16	10/10/2013	EMPLOYEE TRAVEL
3193	INSURANCE INFORMATION EXCHANGE	100.00	10/10/2013	BACKGROUND CHECK ON HOG TRAPPE
3193	INSURANCE INFORMATION EXCHANGE	345.53	10/10/2013	MVR
5018	KENNY'S MOTOR SPORTS, INC.	1,608.78	10/10/2013	REPAIR OF SUZUKI ATV (#3986)
3921	KOUNTRY RENTAL, INC.	4,013.25	10/10/2013	RENTAL AND SERVICE OF PORTABLE
1205	OFFICE DEPOT, INC.	338.99	10/10/2013	MICR TONER FOR CHECK PRINTER
4090	JERRY PATE	91.67	10/10/2013	EMPLOYEE TRAVEL
2663	PATIENTS FIRST APPELYARD, INC	49.00	10/10/2013	PRE EMPLOYMENT, DOT & POST AC
2663	PATIENTS FIRST APPELYARD, INC	49.00	10/10/2013	PRE EMPLOYMENT, DOT & POST AC
4345	PRIDE ENTERPRISES FORESTRY	4,031.74	10/10/2013	SMALL KIOSKS - SIMPSON RIVER &
4368	PROFESSIONAL HEALTH EXAMINERS	48.00	10/10/2013	PRE HIRE AND POST ACCIDENT 10-

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
4136	RICOH AMERICAS CORPORATION	146.80	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	455.72	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	221.16	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	93.93	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	159.05	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	11.57	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	171.28	10/10/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	14.20	10/10/2013	MAINTENANCE AGREEMENTS
1767	ROBERTS SAND COMPANY, INC	351.00	10/10/2013	DRIVE REPAIR
110	TALQUIN ELECTRIC COOPERATIVE, INC.	4,801.47	10/10/2013	HQ ELECTRIC
110	TALQUIN ELECTRIC COOPERATIVE, INC.	118.33	10/10/2013	HQ WATER
110	TALQUIN ELECTRIC COOPERATIVE, INC.	82.00	10/10/2013	HQ SECURITY LIGHTS
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	4,190.00	10/10/2013	PUBLIC RECREATION SITE CLEAN U
4289	TRI STATE EMPLOYMENT SERVICE, INC.	275.00	10/10/2013	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	275.00	10/10/2013	TEMP SERVICES
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12,019.80	10/10/2013	LAW ENFORCEMENT/SECURITY ON DI
4626	WASTE PRO OF FLORIDA, INC	148.79	10/10/2013	HQ SOLID WASTE
4774	JOHN T WILLIAMSON	165.00	10/10/2013	JANITORIAL SERVICE FOR MILTON
TOTAL CHECKS		76,906.30		
4369	JOHN M. BATEMAN	199.70	10/11/2013	EMPLOYEE TRAVEL
4944	BRETT CYPHERS	366.39	10/11/2013	EMPLOYEE TRAVEL
4949	MICHAEL EDGAR	361.64	10/11/2013	EMPLOYEE TRAVEL
5012	JENNIFER K. KELLY	326.96	10/11/2013	EMPLOYEE TRAVEL
882	J. MICHAEL SNOWDEN	438.72	10/11/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	361.64	10/11/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		2,055.05		
TOTAL AP		78,961.35		

COMPUTER PAID/EFT CHECK REGISTER

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4262	BAY COUNTY BOARD OF CO COMMISSIONERS	250.00	10/10/2013	PERMIT FEE REFUND
4731	BNA	485.00	10/10/2013	IOMA'S PAYROLL PRACTITIONERS
4875	DEPARTMENT OF ECONOMIC OPPORTUNITY	175.00	10/10/2013	ANNUAL SPECIAL DISTRICT FEE
1533	FALR	699.00	10/10/2013	SUBSCRIPTION RENEWAL FOR FALR
2701	FLORIDA MUNICIPAL INSURANCE TRUST	25,615.00	10/10/2013	LIABILITY INSURANCE
4607	MAIL FINANCE INC	455.44	10/10/2013	CFO LEASE PAYMENT
4607	MAIL FINANCE INC	205.00	10/10/2013	HQ LEASE PAYMENT
76	LEON COUNTY PROPERTY APPRAISER	2,289.20	10/10/2013	1ST QTR PYMNT FY 13-14
2299	LIBERTY COUNTY SOLID WASTE	28.00	10/10/2013	FL RIVER SOLID WASTE
5016	LOBBYTOOLS, INC.	5,750.00	10/10/2013	LOBBY TOOLS ANNUAL REGISTRATIO
5010	SCG GOVERNMENTAL AFFAIRS, LLC	1,000.00	10/10/2013	CONSULTING SERVICES
424	WALTON COUNTY TAX COLLECTOR	2.21	10/10/2013	REFUND OF TAXES
TOTAL CHECKS		36,953.85		
4944	BRETT CYPHERS	40.00	10/11/2013	EMPLOYEE TRAVEL
4949	MICHAEL EDGAR	60.00	10/11/2013	EMPLOYEE TRAVEL
5012	JENNIFER K. KELLY	40.00	10/11/2013	EMPLOYEE TRAVEL
4934	JON STEVERSON	40.00	10/11/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		180.00		
TOTAL AP		37,133.85		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
3293	ANGUS ANDREWS	96.12	10/17/2013	BOARD TRAVEL
4280	B & B SMALL ENGINE REPAIRS & SALES, INC.	125.40	10/17/2013	REPAIR AND SERVICE OF THREE (3
3164	STEPHANIE BLOYD	104.13	10/17/2013	BOARD TRAVEL
4991	GARY CLARK	65.86	10/17/2013	BOARD TRAVEL
3424	DURRA-QUICK-PRINT INC.	15.00	10/17/2013	BUSINESS CARDS C FREEMAN
5030	F.I. MOTORS LLC	890.10	10/17/2013	VEHICLE REPAIR
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	768.53	10/17/2013	ALARM MONITORING
3420	GREASE PRO EXPRESS LUBE	190.00	10/17/2013	PASSENGER SIDE REAR VIEW MIRRO
410	GULF COUNTY TAX COLLECTOR	7.55	10/17/2013	REFUND OF TAXES
4946	ULYSSES D. JENKINS	75.00	10/17/2013	SECURITY FOR GOVERNING BOARD M
4992	NOTARY PUBLIC UNDERWRITERS, INC	138.52	10/17/2013	NOTARY PUBLIC APPLICATION
4090	JERRY PATE	162.87	10/17/2013	BOARD TRAVEL
3960	GEORGE ROBERTS	81.88	10/17/2013	BOARD TRAVEL
4967	SAMUEL SPRING	85.44	10/17/2013	BOARD TRAVEL
120	U. S. POST OFFICE - MIDWAY	92.00	10/17/2013	FOREVER STAMPS FOR THE ECONFIN
2276	U. S. POST OFFICE - MIDWAY	130.00	10/17/2013	PO BOX FEE FOR BOX #500 RENTAL
3012	WAKULLA COUNTY PROPERTY APPRAISER	438.00	10/17/2013	1ST QTR PYMNT FY 13-14

TOTAL AP

3,466.40

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
3630	ADVANCED DISPOSAL SERVICES	124.00	10/16/2013	DUMPSTERS FOR ECONFINA & CANOE
5022	AG-PRO LLC	403.90	10/16/2013	LAWN MOWER REPAIR
5022	AG-PRO LLC	40.00	10/16/2013	LAWN MOWER REPAIR
4812	ALL AMERICAN RENTALS, INC.	140.00	10/16/2013	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	10/16/2013	PORTABLE TOILETS
3811	AMERICAN PLANNING ASSOCIATION, FL CHAPTER	120.00	10/16/2013	LEGAL AD - PERSONNEL
5028	AQUATIC INFORMATICS INC	54,062.50	10/16/2013	HYDROLOGIC DATA MANAGEMENT SOF
735	CARLTON APPRAISAL COMPANY	848.00	10/16/2013	APPRAISAL UPDATE OF THE 0.4-AC
3485	CDM SMITH, INC.	41,561.93	10/16/2013	PE SERVICES
4676	CITY OF MILTON FLORIDA	14.86	10/16/2013	MILTON SEWER
4676	CITY OF MILTON FLORIDA	35.50	10/16/2013	DUMPSTER SERVICE
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	1,488.45	10/16/2013	LABORATORY ANALYSIS
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	235.60	10/16/2013	LABORATORY SERVICES
4508	CARDNO ENTRIX	249.00	10/16/2013	WEBSITE HOSTING AND SUPPORT
4855	ENVIRON SERVICES INCORPORATED	1,552.00	10/16/2013	ENVIRON SERVICES-HQ JANITORIAL
4538	FASTENAL COMPANY	15.41	10/16/2013	WINCH CABLE PARTS
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	11,144.34	10/16/2013	SEPT FUEL
3002	FLORIDA STATE UNIVERSITY	20,000.00	10/16/2013	HYDRODYNAMIC MODEL ANALYSIS
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	763.53	10/16/2013	FIRE AND SECURITY SERVICES
916	GULF POWER COMPANY	581.11	10/16/2013	UTILITIES MILTON
916	GULF POWER COMPANY	756.34	10/16/2013	UTILITIES CFO
3003	HAVANA FORD, INC.	875.38	10/16/2013	SERVICE/REPAIR ON 2003 FORD TR
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	10/16/2013	SEPT MAINTENANCE
61	JACKSON COUNTY FLORIDAN	1,210.80	10/16/2013	TRIM ADVERTISEMENT
1717	JACKSON COUNTY PROPERTY APPRAISER	562.76	10/16/2013	4TH QTR PYMNT FY 12-13
4376	KING ENGINEERING ASSOCIATES, INC.	12,093.60	10/16/2013	KING ENGINEERING-WATER SUPPLY
3266	LOWE'S COMPANIES INC.	158.18	10/16/2013	CONCRETE - 80 LB BAGS
5025	NATURAL CAPITAL SOLUTIONS, LLC	20,850.00	10/16/2013	DEVIL'S HOLE EROSION CONTROL A
64	PANAMA CITY NEWS HERALD	292.64	10/16/2013	LEGAL AD FOR ITB-14B-001
64	PANAMA CITY NEWS HERALD	219.20	10/16/2013	LEGAL AD FOR ITB 13B-010 - CHO
64	PANAMA CITY NEWS HERALD	103.28	10/16/2013	LEGAL AD
64	PANAMA CITY NEWS HERALD	200.84	10/16/2013	LEGAL AD FOR BID 13B-012
64	PANAMA CITY NEWS HERALD	103.28	10/16/2013	LEGAL AD
4484	PROGRESSIVE SOLUTIONS, LLC	21,522.00	10/16/2013	NUISANCE SHRUB ERADICATION
4484	PROGRESSIVE SOLUTIONS, LLC	8,352.00	10/16/2013	NUISANCE SPECIES ERADICATION
4136	RICOH AMERICAS CORPORATION	667.67	10/16/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	25.71	10/16/2013	MAINTENANCE AGREEMENTS

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4136	RICOH AMERICAS CORPORATION	540.30	10/16/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	46.88	10/16/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	6.11	10/16/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	117.96	10/16/2013	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	914.06	10/16/2013	MAINTENANCE AGREEMENTS
105	TALLAHASSEE DEMOCRAT	198.10	10/16/2013	LEGAL AD FOR RFP 13-004
105	TALLAHASSEE DEMOCRAT	89.80	10/16/2013	40A-2 RULE AMENDMENTS
105	TALLAHASSEE DEMOCRAT	238.00	10/16/2013	LEGAL AD FOR RFP 13-002
4289	TRI STATE EMPLOYMENT SERVICE, INC.	268.13	10/16/2013	TEMP SERVICES
4250	UNIVERSITY OF CENTRAL FLORIDA	4,000.00	10/16/2013	COASTAL MODEL DEVELOPMENT & AN
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF	6,598.57	10/16/2013	WIREGRASS RESEARCH
3696	URS CORPORATION	7,900.00	10/16/2013	TASK 81 07-029
3696	URS CORPORATION	1,700.00	10/16/2013	TASK 59 07-029
3696	URS CORPORATION	8,417.64	10/16/2013	TASK 68 07-029
3696	URS CORPORATION	10,218.24	10/16/2013	TASK 68 07-029
3696	URS CORPORATION	1,200.00	10/16/2013	TASK 90 07-029
3696	URS CORPORATION	3,703.30	10/16/2013	TASK 86 07-029
3696	URS CORPORATION	2,936.00	10/16/2013	TASK 81 07-029
3696	URS CORPORATION	42,658.70	10/16/2013	TASK 108 07-029
3696	URS CORPORATION	15,514.12	10/16/2013	TASK 107 07-029
3696	URS CORPORATION	2,746.00	10/16/2013	TASK 104 07-029
3696	URS CORPORATION	19,601.68	10/16/2013	TASK 110 07-029
4557	VERIZON WIRELESS	614.65	10/16/2013	BB & AIRCARDS
4626	WASTE PRO OF FLORIDA, INC	150.00	10/16/2013	DUMPSTER FOR HQ RENOS
2320	YSI INCORPORATED	5,682.59	10/16/2013	HYDROLOGIC DATA RECORDERS
2320	YSI INCORPORATED	7,560.00	10/16/2013	HYDROLOGIC DATA RECORDERS
TOTAL CHECKS		346,052.64		
928	MARK IHLEFELD	260.00	10/18/2013	EMPLOYEE TRAVEL
928	MARK IHLEFELD	14.30	10/18/2013	EMPLOYEE REIMBURSEMENT
TOTAL ACH TRANSFER		274.30		
TOTAL AP		346,326.94		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
2967	BANK OF AMERICA	170.00	10/23/2013	CONFERENCE REGISTRATION
325	BAY CO. PROPERTY APPRAISER	2,187.75	10/23/2013	1ST QTR PYMNT FY 13-14
2417	BEARD EQUIPMENT COMPANY, INC.	218.81	10/23/2013	TS 100 TRACTOR REPAIRS
5035	JOHN BOWDEN	775.00	10/23/2013	SECURITY OF SERVER ROOM
20	EXECUTIVE OFFICE FURNITURE, INC	571.18	10/23/2013	2 DRAWER LATERAL FILE
4851	GEOCUE CORPORATION	1,522.68	10/23/2013	LP360 ADVANCED MAINTENANCE
4986	PATRICIA LUJAN	7,374.16	10/23/2013	NOVEMBER RENT CFO
3406	NEECE TRUCK TIRE CENTER INC.	192.40	10/23/2013	TIRE SERVICE
3813	PENNINGTON, P.A.	7,035.00	10/23/2013	LEGAL FEES
4136	RICOH AMERICAS CORPORATION	240.00	10/23/2013	ADMIN MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	595.00	10/23/2013	MAINTENANCE AGREEMENT ECONFINA
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	256.50	10/23/2013	PLUMBING SERVICES
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	249.00	10/23/2013	PLUMBING SERVICES
3849	RON'S KAWASAKI, INC	13.81	10/23/2013	KAWASAKI MULE 3010 PARTS
3353	SONTEK/YSI INCORPORATED	1,190.00	10/23/2013	REPAIR OF SONTEK SL SN#E3315
4799	STAPLES CONTRACT & COMMERCIAL, INC.	166.39	10/23/2013	SUPPLIES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	206.25	10/23/2013	TEMP SERVICES
75	WALTON COUNTY PROPERTY APPRAISER	1,567.53	10/23/2013	1ST QTR PYMNT FY 13-14
TOTAL CHECKS		24,531.46		
3455	DAVID CLAYTON	560.97	10/25/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	140.00	10/25/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	140.00	10/25/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		840.97		
TOTAL AP		25,372.43		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
5089	ATKINS NORTH AMERICA, INC.	27,150.00	10/23/2013	SAMPLING MODELS ST MARKS/WAKULLA
2967	BANK OF AMERICA	385.00	10/23/2013	MEMBERSHIP DUES AND CONFERENCE
2967	BANK OF AMERICA	10.00	10/23/2013	OVERCHARGED ON MEMBERSHIP DUES
2992	BANK OF AMERICA	124.96	10/23/2013	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	478.98	10/23/2013	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	755.01	10/23/2013	ACCOUNT ANALYSIS
3524	CITY OF CRESTVIEW	40.85	10/23/2013	WATER/SEWER CFO
3289	CITY OF TALLAHASSEE	33.97	10/23/2013	LAKESHORE&I10 DATA COLL
45	DMS	5.56	10/23/2013	LD MILTON&MFO
45	DMS	7,472.37	10/23/2013	ETHERNET ALL LOCATIONS
3424	DURRA-QUICK-PRINT INC.	15.00	10/23/2013	BUSINESS CARDS MIKE RUNDEL
4508	CARDNO ENTRIX	10,000.00	10/23/2013	MFL DEVELOPMENT
4855	ENVIRON SERVICES INCORPORATED	275.00	10/23/2013	JANITORIAL SERVICES FOR MARIAN
2702	FISH AND WILDLIFE	4,313.48	10/23/2013	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	56,071.37	10/23/2013	COOP MGMT-SAND HILL LAKES MITI
2702	FISH AND WILDLIFE	6,097.58	10/23/2013	LAW ENFORCEMENT/SECURITY SERVI
2701	FLORIDA MUNICIPAL INSURANCE TRUST	353.23	10/23/2013	WC DEDUCTIBLE
24	FLORIDA PUBLIC UTILITIES COMPANY	476.08	10/23/2013	MFO ELEC
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	42.94	10/23/2013	LEGAL,FAR AD GB MEETING OCTOBE
3337	FORESTECH CONSULTING	58.00	10/23/2013	F4 TECH FOR LAND MANAGEMENT DA
4042	GGI, LLC, DBA GENESIS GROUP	1,512.50	10/23/2013	WILLIFORD SPRING RESTORATION
4042	GGI, LLC, DBA GENESIS GROUP	1,541.69	10/23/2013	WILLIFORD PHASE II
2291	GULF COAST ELECTRIC COOPERATIVE, INC	433.21	10/23/2013	EFO UTILITIES
4187	INTERA, INC.	20,108.00	10/23/2013	MFL DEVELOPMENT
4873	MAIN STREET AUTOMOTIVE, INC.	32.36	10/23/2013	OPEN PURCHASE ORDER FOR ERP-CR
63	NORTHWEST FLORIDA DAILY NEWS	1,348.30	10/23/2013	TRIM ADVERTISEMENT
1463	ORACLE CORPORATION	2,201.89	10/23/2013	ORACLE DATABASE STANDARD EDITI
64	PANAMA CITY NEWS HERALD	1,230.00	10/23/2013	TRIM ADVERTISEMENT
3813	PENNINGTON, P.A.	10,342.50	10/23/2013	LEGAL FEES
62	PENSACOLA NEWS-JOURNAL	1,632.30	10/23/2013	TRIM ADVERTISEMENT
4081	TSWS, INC.	1,435.00	10/23/2013	PORTABLE TOILETS
4484	PROGRESSIVE SOLUTIONS, LLC	26,880.00	10/23/2013	NUISANCE SHRUB ERADICATION
5026	REETZ TRACTOR SERVICES LLC	150.00	10/23/2013	TRACTOR WORK FOR BOAT HOUSE
4136	RICOH AMERICAS CORPORATION	145.03	10/23/2013	MAINTENANCE AGREEMENTS
4720	SOUTHWOOD SHARED RESOURCE CENTER	402.14	10/23/2013	PORT CHARGES

NORTHWEST FLORIDA WATER MANAGMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
105	TALLAHASSEE DEMOCRAT	2,174.18	10/23/2013	TRIM ADVERTISEMENT
4289	TRI STATE EMPLOYMENT SERVICE, INC.	68.75	10/23/2013	TEMP SERVICES
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF	20,818.23	10/23/2013	DEVELOPMENT OF A BMP SOD-BASED
2855	UNIVERSITY OF FLORIDA - INSTITUTE OF	16,890.04	10/23/2013	DEVELOPMENT OF A BMP SOD-BASED
3696	URS CORPORATION	7,883.10	10/23/2013	TASK 84 07-029
4270	VIEUX & ASSOCIATES, INC.	14,400.00	10/23/2013	GAGE ADJUSTED RADAR RAINFALL A
424	WALTON COUNTY TAX COLLECTOR	0.15	10/23/2013	TAX REFUND
4626	WASTE PRO OF FLORIDA, INC	510.30	10/23/2013	SOLID WASTE HQ
5015	WESTON TRAWICK, INC.	5,840.03	10/23/2013	ELECTRICAL REPAIRS AT HQ
4038	WINDSTREAM COMMUNICATIONS	47.23	10/23/2013	EFO & 800#'S
TOTAL CHECKS		252,186.31		
4373	MICHAEL COLE GRANGER	100.00	10/25/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		100.00		
TOTAL AP		252,286.31		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	159.30	10/30/2013	EMP PREPAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	4,179.28	10/30/2013	EMPLOYEE DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	688.75	10/30/2013	EMP LIFE INSURANCE
95	AT&T	281.66	10/30/2013	EFO PHONE SERVICE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	10/30/2013	TS 100 TRACTOR REPAIRS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	592.58	10/30/2013	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	39,619.50	10/30/2013	EMPLOYEE HEALTH INSURANCE
1617	CAPITAL HEALTH PLAN	64,198.30	10/30/2013	EMPLOYEE HEALTH INSURANCE
5088	COMMERCIAL SITE DESIGN, PLLC	200.00	10/30/2013	REFUND FOR APPLICATIONS 2220 A
3904	DADE PAPER & BAG COMPANY	124.00	10/30/2013	HOUSEKEEPING SUPPLIES
97	THE DEFUNIAK HERALD	27.00	10/30/2013	LEGAL AD
45	DMS	17.02	10/30/2013	AUDIO/WEB CONFERENCING
45	DMS	52.38	10/30/2013	LAN PORTS AND INTRANET
45	DMS	144.00	10/30/2013	LAN PORTS AND INTRANET
2972	EDWARDS FIRE PROTECTION, INC.	407.55	10/30/2013	TRAINING
5087	EPES HARDWARE, INC	110.95	10/30/2013	RENOVATION- PAINT SUPPLIES
4607	MAIL FINANCE INC	126.00	10/30/2013	POSTAGE METER LEASE AGREEMENT-
3003	HAVANA FORD, INC.	32.65	10/30/2013	FLEET SERVICES
3003	HAVANA FORD, INC.	171.85	10/30/2013	FLEET SERVICES
3003	HAVANA FORD, INC.	325.53	10/30/2013	FLEET SERVICES
4664	RBM AUTO & TRUCK PARTS, INC	17.49	10/30/2013	WMD 0043 PARTS
1205	OFFICE DEPOT, INC.	9.99	10/30/2013	FIELD CAMERA
1205	OFFICE DEPOT, INC.	7.99	10/30/2013	FIELD CAMERA
1205	OFFICE DEPOT, INC.	139.99	10/30/2013	FIELD CAMERA
1205	OFFICE DEPOT, INC.	44.76	10/30/2013	NEW YEAR AND REGULAR OFFICE SU
1205	OFFICE DEPOT, INC.	13.98	10/30/2013	NEW YEAR AND REGULAR OFFICE SU
1205	OFFICE DEPOT, INC.	51.00	10/30/2013	SUPPLIES
2663	PATIENTS FIRST APPELVARD, INC	49.00	10/30/2013	LABORATORY TESTING
71	PETTY CASH	85.00	10/30/2013	PETTY CASH
2381	PORT SUPPLY	18.86	10/30/2013	PARTS FOR GROUNDWATER PUMP SUP
4507	STEPHANIE STALLSMITH	50.00	10/30/2013	WELL PERMITTING FEE REFUND
4799	STAPLES CONTRACT & COMMERCIAL, INC.	132.80	10/30/2013	STORAGE BOXES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	349.70	10/30/2013	STORAGE BOXES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
4799	STAPLES CONTRACT & COMMERCIAL, INC.	297.08	10/30/2013	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	10.79	10/30/2013	OFFICE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	39.54	10/30/2013	OFFICE SUPPLIES
3407	THOMAS CHRYSLER DODGE JEEP	274.99	10/30/2013	FLEET SERVICE - POOL VEHICLE
3711	US POSTAL SERVICE-HASLER	500.00	10/30/2013	POSTAGE
4557	VERIZON WIRELESS	280.73	10/30/2013	CELL PHONES
4427	ZOHO CORPORATION	1,610.00	10/30/2013	HELPPDESK SYSTEM MAINTENANCE
TOTAL CHECKS		115,784.07		
4966	DAVID REED CHERRY	200.86	11/01/2013	EMPLOYEE TRAVEL
3080	STEVEN COSTA	200.32	11/01/2013	EMPLOYEE TRAVEL
4961	PETER FOLLAND	220.00	11/01/2013	EMPLOYEE TRAVEL
1095	TYLER MACMILLAN	143.99	11/01/2013	EMPLOYEE TRAVEL
4339	KATHARINE PRICE	206.14	11/01/2013	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	220.00	11/01/2013	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		1,191.31		
TOTAL AP		116,975.38		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

OCTOBER 2013

DIRECT DEPOSIT	10/04/2013	\$	207,326.50
CHECKS	10/04/2013		9,065.75
FLEX SPENDING EFT	TF003		1,637.99
DIRECT DEPOSIT	10/18/2013		201,471.27
CHECKS	10/18/2013		10,390.82
FLEX SPENDING EFT	TF007		1,637.99
			<hr/>
		\$	<u><u>431,530.32</u></u>

APPROVED:

Chairman or Executive Director

December 12, 2013

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jean Whitten, Director, Division of Administration

FROM: Betsey Cormack, Property Administrator

DATE: November 19, 2013

SUBJECT: Consideration of Request for Authorization to Declare and Dispose
of Surplus Equipment

=====

Staff recommends that the District equipment identified in the table below be declared surplus and disposed of in accordance with established procedures. This equipment is no longer in good condition and has been replaced. Due to the age, hours and/or condition, it is not cost effective to continue to maintain this equipment to the degree required to keep it in service.

ID #	VIN/SN Number	Description	Hours	Purchase Price
2844	T040GH832815	John Deere JD450G Dozer	2,984	\$76,005.98
3825	L9086420641	LD445C Copier	N/A	\$11,538.00

Staff requests that the Governing Board approves the declaration of the above equipment as surplus and authorize staff to dispose of it in accordance with established procedures and have it removed from the District's property records.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Jon Steverson, Executive Director

DATE: December 2, 2013

SUBJECT: Consideration of Proposed 2014 Governing Board Meeting Schedule

Staff recommends that the Governing Board approve the proposed Governing Board meeting schedule for 2014.

*All meetings are scheduled to begin at 1:00 p.m., ET,
at District Headquarters, unless otherwise indicated.

January 9, 2014

February 13, 2014

March 13, 2014

April 10, 2014

May 8, 2014

June 12, 2014

July 10, 2014

August 14, 2014

September 11, 2014

Governing Board Meeting 4:00 p.m., ET
Budget Public Hearing 5:05 p.m., ET

September 25, 2014

Budget Public Hearing 5:05 p.m., ET

October 9, 2014

November 13, 2014

December 11, 2014

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee
Governing Board

THROUGH: Jon Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
William O. Cleckley, Director, Division of Land Management and
Acquisition

FROM: Carol L. Bert, Associate Lands Administrator

DATE: November 20, 2013

SUBJECT: Consideration of Approval of the Appraisals for the 38-Acre Surplus Tract
on Sandy Creek Landing Road; Choctawhatchee River WMA

Prior to consideration of the Contract for Sale and Purchase, staff is requesting approval of the appraisal and appraisal update as well as the review appraisal and review appraisal update on the 38-acre surplus tract on Sandy Creek Landing Road in Walton County. The appraisal and appraisal update of this tract were prepared by Carlton Appraisal Company, and the review appraisal and review appraisal update were prepared by Southeast Appraisal Group. Copies of the appraisals will be available at the Governing Board meeting if any member of the Board would like to review them.

Staff recommends approval of the appraisal and appraisal update prepared by Carlton Appraisal Company and the review appraisal and review appraisal update prepared by Southeast Appraisal Group for the 38-acre surplus tract on Sandy Creek Landing Road in Walton County, Florida.

/cb

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING ON CONSIDERATION OF LAND ACQUISITION MATTERS
AGENDA**

**District Headquarters
81 Water Management Drive
Havana, FL 32333**

**Thursday
December 12, 2013
1:05 p.m., ET**

NOTE: Appeal from any NFWFMD Board decision requires a record of the proceedings. Although Governing Board meetings are normally recorded, affected persons are advised that it may be necessary for them to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based. Persons with disabilities or handicaps who need assistance or reasonable accommodation in order to participate in these meetings should contact the District at least 72 hours in advance of this public hearing to make appropriate arrangements.

PUBLIC COMMENT: Public comment will be taken before any Governing Board action(s) except for Board hearings that involve the issuance of final orders based on recommended orders received from the Florida Division of Administrative Hearings. If you wish to address the Board concerning any item listed on the agenda, please fill out a public comment card and give it to the recording secretary. Your card will be provided to the Chair, who will call on you at the appropriate time during the meeting. When addressing the Board, please step to the podium, adjust the microphone for your comfort and state your name for the record. Please note that comments may be limited to three minutes depending on the number of speakers.

1. Call to Order
2. Consideration of Approval of Contract for Sale and Purchase of 38-Acre Surplus Tract on Sandy Creek Landing Road; Choctawhatchee River WMA
 - Presentation of Contract for Sale and Purchase
 - Introduction of Exhibits into the Record
 - Opportunity for Audience to Comment on Proposed Contract
 - Consideration of Approval by the Governing Board
3. Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director
Brett Cyphers, Assistant Executive Director
William O. Cleckley, Director, Division of Land Management
and Acquisition

FROM: Carol L Bert, Associate Lands Administrator

DATE: November 20, 2013

SUBJECT: Consideration of Contract for Sale and Purchase of the 38-Acre Surplus Tract
on Sandy Creek Landing Road; Choctawhatchee River WMA

Background.

On August 9, 2013, the District issued Invitation to Bid 13B-011 for the sale of six surplus tracts. The bid was posted on the District's website and the state's Vendor Bid System, as well as advertised in four area newspapers. By 2:00 p.m. ET on September 4, 2013, the District received two sealed bids for the sale of this 38-acre surplus tract off Sandy Creek Landing Road in Walton County, Florida. The District's asking price for this tract was \$37,620. The sealed bids received for this tract include:

<u>Bidder</u>	<u>Bid Amount</u>
Ms. Martha Langford	\$ 1.00
Mr. Linard Edwards	\$30,501.00

None of the bids listed above met the District's asking price and therefore neither of these bids were accepted.

On November 4, 2013, staff received a written offer from Mr. Billy F. Lucas for \$37,620. With the attached Contract for Sale and Purchase, staff proposes to sell the 38-acre tract located on Sandy Creek Landing Road in Walton County to Billy F. and Jean D. Lucas. The parcel is an isolated tract located on the south side of Sandy Creek Landing Road. Disposition of this tract will eliminate an isolated tract surrounded by private landowners and eliminate a management liability for the District.

Purchase Price. The purchase price for the sale of this tract is \$37,620.

Purchase Price Adjustment. Per the attached contract, in the event the Purchaser elects to have a survey prepared of this tract and the acreage depicted by the survey differs from the District's acreage then the Purchaser and the District agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

Appraisal and Review Appraisal. The District paid for the cost of the appraisal and appraisal update as well as the review appraisal and review appraisal update at a combined cost of \$2,063.

Title Insurance. The District will order and pay, not to exceed \$250, for a title examination and commitment for this tract to provide to the Purchaser following contract execution. This commitment will show the District has marketable title. If the Purchaser desires a title policy on this tract, it will be at the Purchaser's expense.

Boundary Map and Acreage Certification. According to the District's boundary map/acreage certification, this tract is approximately 38 acres. Per the attached contract, the District will not survey this tract prior to its sale; however, the Purchaser has the option to do so at his expense.

Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before February 14, 2014. The District will be responsible for submitting a Deed of Conveyance to a Private Entity. The Purchaser will pay documentary stamp taxes associated with the conveyance, the cost to record the deed, all of the Purchaser's cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for the tract and all subsequent years, and the Purchaser's attorney's fees.

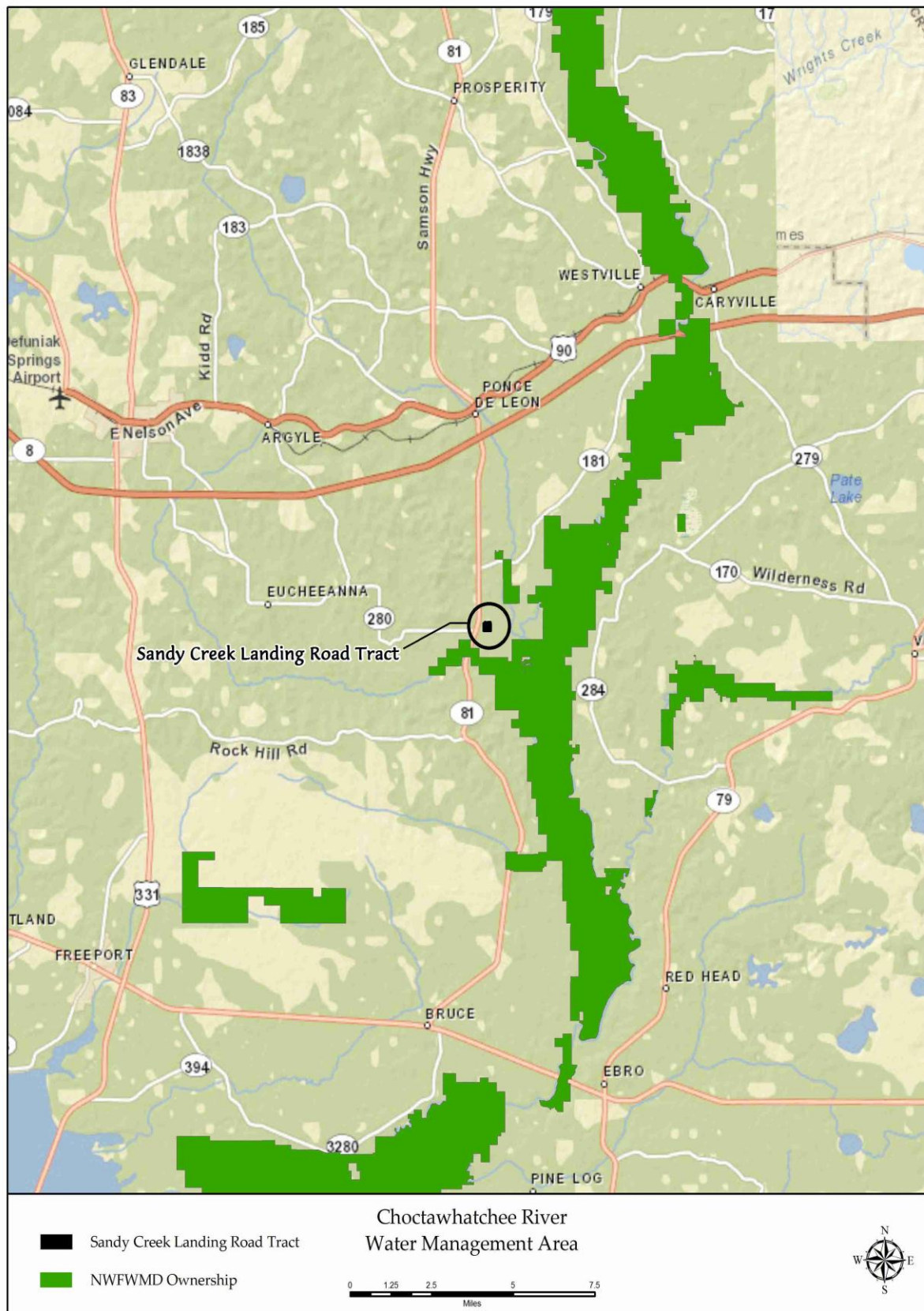
Interest in Certain Minerals. Section 270.11, Florida Statutes, gives the District the option to reserve a partial interest in the property's phosphate, minerals, metals and petroleum. The District has the option to reserve, if any, an undivided three-fourths interest in all the phosphate, minerals and metals and an undivided one-half interest in all the petroleum. With the sale of this 38-acre surplus tract, staff is recommending that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum, if any. Staff verified with the Department of Environmental Protection (DEP) that there have not been any oil and gas discoveries in Walton County. In addition, any mining for limestone or gravel would be minimal in Walton County and would be considered a low value mineral.

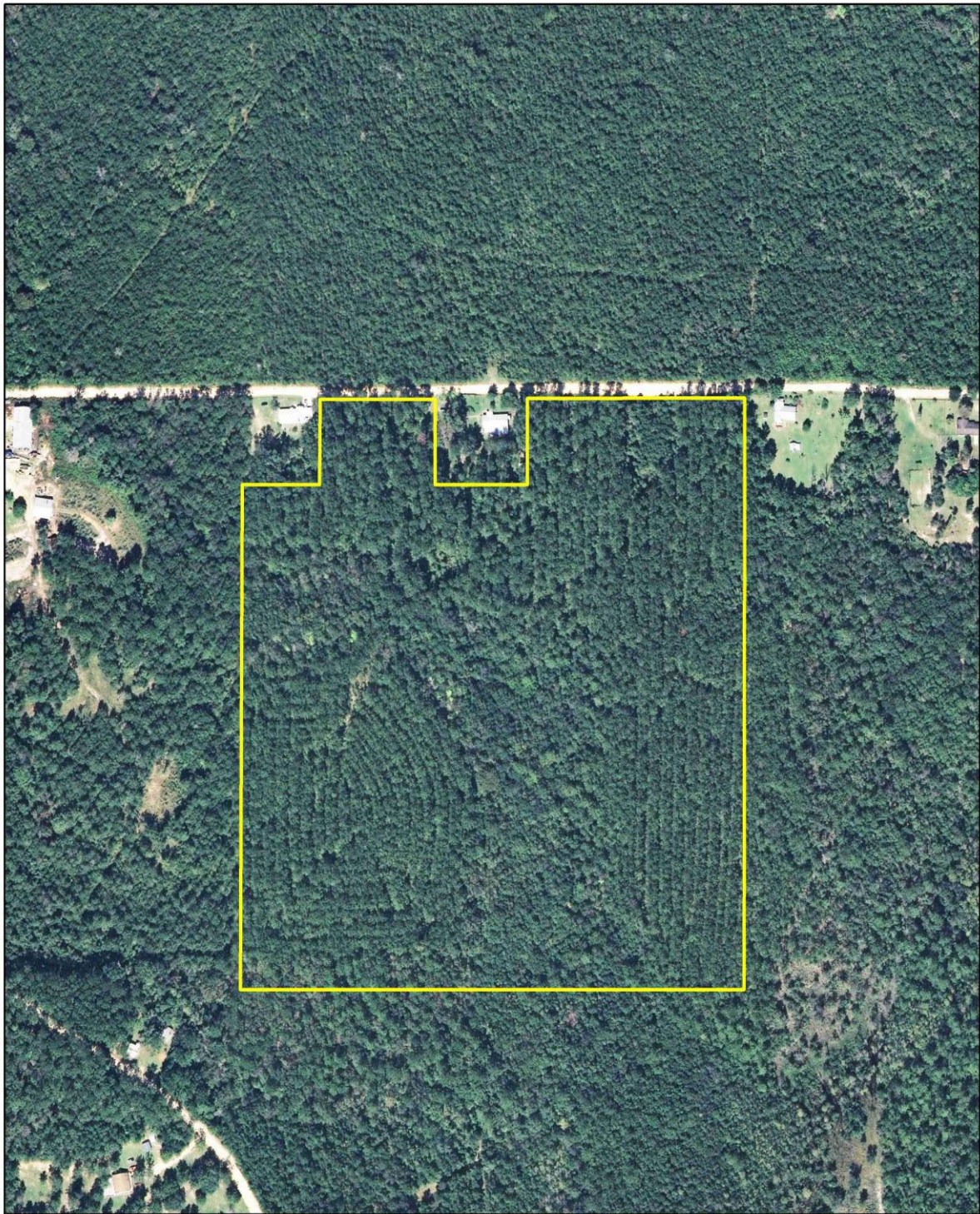
Staff Recommendation:


Approval of the Contract for Sale and Purchase for the sale of the 38-acre surplus tract on Sandy Creek Landing Road in Walton County, Florida for \$37,620 to Billy F. and Jean D. Lucas, subject to the terms and conditions of the Contract. In addition, staff recommends that the Governing Board choose not to reserve the interest in the property's phosphate, minerals, metals and petroleum.

/cb

Attachment(s)





 Sandy Creek Landing
Road Tract

Choctawhatchee River
Water Management Area

0 75 150 300 450 600
Feet



CONTRACT FOR SALE AND PURCHASE
(to Private Entity)

THIS CONTRACT FOR SALE AND PURCHASE ("Contract"), is made this ____ day of _____, 2013, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as "**District**", and **BILLY F. AND JEAN D. LUCAS**, whose address is 333 Persimmon Street, Freeport, Florida 32439, referred to herein as "**Purchaser**".

1. Purchase and Sale, The Property. **District** agrees to sell and **Purchaser** agrees to purchase the real **Property** more particularly described in Exhibit A hereto, in accordance with the terms and provisions of this Contract.

2. Interest Conveyed. At the closing of the transaction contemplated by this Contract (the "Closing"), **District** will execute and deliver to **Purchaser** a Deed of Conveyance to a Private Entity, pursuant to Section 373.099, Florida Statutes.

3. Purchase Price, Binder. The purchase price for the **Property** (the "Purchase Price") will be Thirty Seven Thousand Six Hundred Twenty and no/100 Dollars (\$37,620.00). Upon execution of Contract by Purchaser, Purchaser shall remit to the Closing Agent a binder deposit in the amount of 10 percent of the purchase price (the "Binder").

4. Purchase Price Adjustment. In the event the Purchaser elects to have a survey prepared of the subject **Property** and the acreage depicted by the survey differs from the **District's** acreage then the Purchaser and **District** hereby agree to adjust the Purchase Price by multiplying the Acre Price by the acreage shown on the survey.

5. Title Insurance. **District** will order and pay for a title examination and commitment within 15 days of contract execution by both parties and provide to **Purchaser**; however, in the event Purchaser elects to purchase a title insurance policy, the title policy will be at the expense of the **Purchaser**. If **Purchaser** notifies **District** of any objections to title, then **District** may cure any such objection(s) on or before the date of Closing. **District** 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 mechanics liens, (c) unrecorded rights or claims of persons in possession, (d) unrecorded easements or claims of easements, and (e) the matters arising between the effective date of the commitment to insure title and the recording of the **District's** deed to **Purchaser**.

6. Survey. **Purchaser** may, at **Purchaser's** expense, obtain a survey of the **Property**. **Purchaser** shall have the right to object to any matters reflected on the survey and shall give written notice of such objections to the Closing Agent within 15 days after receipt of the survey by **Purchaser**. If the **Purchaser** fails to give written notice, then **Purchaser** shall be considered to have forever waived any such objections and agrees to accept the **Property** as shown on the survey. If **Purchaser** provides written objections, the date of closing shall be extended for 15 days and the **District** shall have such time to attempt to correct the matters on

which the objection was made, but shall not have an obligation to do so. If the **District** is unable or not willing to make such corrections before the extended Closing Date, the **Purchaser** shall have the option to either: 1). Accept the **Property** as delineated on the survey and proceed with closing according to the terms of this Contract by no later than the extended Closing Date or 2). Declare the **District** is in default and seek the remedies allowed for default.

7. Environmental Matters. **Purchaser** may, at **Purchaser's** expense, order an environmental site assessment on the **Property**. **Purchaser** shall have the right to object to any matters reflected in the environmental site assessment, and shall provide written notice of such objections to the Closing Agent as well as provide a complete copy of the environmental site assessment and reference the matter to which the objection is made. If the **Purchaser** fails to have an environmental site assessment prepared on the **Property** or fails to provide written notice of any such objection(s), then **Purchaser** shall be considered to have forever waived any such objection(s) to the environmental condition of the **Property** and agrees to accept the **Property** in its current environmental condition. If **District** notifies **Purchaser** that it elects not to cure any such objection before the Closing Date, then **Purchaser** will have the option either to (a) terminate this Contract 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.

8. Closing, Documents. The Closing will take place on or before February 14, 2014, at the offices of Pennington, P.A., 215 South Monroe Street, 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 Contract have been met, even if earlier than February 14, 2014. The closing date may be extended by notice from **Purchaser** for objections to title, survey, environmental site assessment, or any other documents required to be provided or completed and executed by **District**.

District will be responsible for submitting a Deed of Conveyance to a Private Entity. The cost of document preparation shall be borne by **Purchaser**.

9. Expenses, Taxes and Assessments. **Purchaser** will pay documentary revenue stamp taxes associated with the conveyance of the **Property**, the cost to record the deed of conveyance, all of **Purchaser's** cost in obtaining third party financing for the Purchase Price, if any, all ad valorem taxes and assessments as required by the Property Appraiser and Tax Collector for Walton County on the **Property** and all subsequent years, and **Purchaser's** attorney's fees. **District** will pay for its own attorney's fees.

10. Due Diligence of Investigation: The **Purchaser** shall have until no later than fifteen (15) days after contract execution within which to conduct all due diligence investigations that **Purchaser** may deem appropriate to determine that the **Property** is suitable for **Purchaser's** purposes. If the **Purchaser** gives the **District** and the Closing Agent written notice within the above time frame, that in the **Purchaser's** sole judgment the **Property** is not suitable for the **Purchaser's** purposes, for any or no reason, the **Purchaser** shall have the right to cancel and terminate this Contract and be released from any further obligations hereunder. Upon receiving

such timely, written notice, the Closing Agent, shall distribute the Binder by paying the Binder to the **Purchaser**.

11. Inspection, Possession. **District** agrees that after the date of this Contract, **Purchaser** shall have the right, upon reasonable prior notice to **District**, to enter the **Property** for all lawful purposes permitted under this Contract. **Purchaser** shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the **District** for the same. This right will end upon termination of this Contract.

12. Remedies for Default. Notwithstanding anything else herein to the contrary, the parties; sole and exclusive remedies for default of any of the terms of this Contract shall be as follows:

a. For a default raised prior to the closing of this transaction:

1. Should the **District** default on any terms of this Contract, then the **Purchaser** shall be entitled to either: a). specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or b). cancel this Contract and receive a refund of the Binder, in which event both parties shall be relieved of all further obligations to the other.

2. Should the **Purchaser** default on any terms of this Contract, then the **District** may cancel this Contract and receive the Binder (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

b. For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the Buyer shall have no remedy against the **District**. The **Purchaser's** remedies shall be limited to those remedies it may have against 1). the title insurance company issuing the title commitment and the resulting title insurance policy, 2). the surveyor who prepared the survey, and 3). the entity who prepared the **Purchaser's** environmental site assessment, if any.

13. Assignment. This Contract may be assigned by **Purchaser** provided that neither the **Purchaser** nor the Binder is thereby released. **Purchaser** may not assign this Contract without prior written consent of the **District**.

14. Successors in Interest, References. Upon **Purchaser's** execution of this Contract, **Purchaser's** legal representatives, heirs, beneficiaries, successors and assigns will be bound by it. Upon approval of this Contract by the Governing Board of the **District**, **District** and its successors and assigns will also be bound by it.

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

15. Time. Time is of the essence with regard to all dates and times set forth in this Contract.

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

17. Waiver. Any failure by the **District** to insist upon strict performance of any provision, covenant or condition of the Contract by the other party hereto, or to exercise any right contained in this Contract, 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.

18. Effective Date. This Contract, and any modification or amendment thereof, will be effective upon execution by the **District's** Governing Board.

19. Addendum, Exhibits. Any addendum attached to this Contract that is signed by all the parties will be deemed to be a part of this Contract. All Exhibits attached to this Contract and referenced in this Contract will be considered part of this Contract.

20. 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 Contract:

DISTRICT: Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712
Attn: Division of Land Management and Acquisition

PURCHASER: Billy F. and Jean D. Lucas
333 Persimmon Street
Freeport, Florida 32439

District's representative in matters relating to this Contract will be the Division of Land Management and Acquisition, a Division of the **District**. 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.

21. Further Assurances. The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

22. Casualty Loss. In the event any portion of the timber or improvements located on the **Property**, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the Closing Date, to an extent greater than One Thousand and No/100 (\$1,000) Dollars in value, then the **Purchaser** shall have the option of either: 1). Accepting the condition of the **Property** and closing this transaction according to the terms of this Contract, or 2). Declaring the **District** in default and seeking the remedies allowed for default hereunder.

23. Personal Property: Neither this Contract nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the **Property**.

24. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

25. Escrow: The Closing Agent is authorized by the **District** and the **Purchaser** to receive the Binder and deposit the same into its trust account and hold the Binder in such trust account and disburse the Binder (subject to the clearance of funds) from its trust account in accordance with the terms of this Contract or pursuant to written instructions executed by both the **District** and the **Purchaser**. At closing, the Closing Agent shall remit the Binder to the **District** and the **Purchaser** shall receive a credit against the Purchase Price in the amount of the Binder.

In the event that the Closing Agent receives a written claim of default by either party against the other or fails to receive written consent from both the **Purchaser** and the **District** regarding disposition of the Binder, the Closing Agent shall be authorized to file an action in interpleader to determine the party entitled to the Binder and that party not entitled to the Binder, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the Closing Agent shall be deducted from the Binder. The Closing Agent may act in reliance upon any facsimile, writing, instrument or signature that in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

26. Non-Merger Clause. The terms of this Contract shall survive the closing.

27. Venue and Jurisdiction of Litigation. The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this Contract and/or any interpleader action concerning the Binder shall be the Circuit Court or the County Court in and for Leon County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.

28. Waiver of Jury Trial. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Contract or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

29. No Waiver of Sovereign Immunity. Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the **District's** sovereign immunity and/or the protections given the **District** under Section 768.28, Florida Statutes.

30. No Third Party Beneficiaries. The provisions of this Contract are for the sole and exclusive benefit of the **District** and the **Purchaser**. No provision of this Contract will be

deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this Contract.

31. Incorporation of Relevant Provisions of Law. The parties understand that, compliance with the relevant provisions of law governing the **District's** authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the **District's** obligations hereunder. Should the **District** fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the Closing Date a reasonable amount of time to allow compliance with the same.

32. Amendment, Revocation or Abandonment of This Contract. This Contract may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this Contract.

33. Interest in Certain Minerals: Notice is given that by the operation of Section 270.11, Florida Statutes, a partial interest in the **Property's** phosphate, minerals, metals and petroleum may be reserved to the **District**. Such statute provides, among other things, that the maximum interest which is reserved by operation of the statute in any one conveyance is an undivided three-fourths interest in all the phosphate, minerals, and metals and an undivided one-half interest in all the petroleum. The **District** has chosen and hereby chooses not to reserve the interest in the **Property's** phosphate, minerals, metals and petroleum which would otherwise be reserved to the **District** by the operation of Section 270.11, Florida Statutes, if any.

34. Contract not to be Construed Against Either Party. This Contract is the product of negotiation between the parties, thus the terms of this Contract shall not be construed against either party as the drafter.

35. Condition of Property. Except for the representations expressly set forth in this Contract, the **District** is selling the **Property** "as is, where is", and the **District** does not make and has not made any representations as to the condition or use of the **Property**. Further the **District** does not and has not authorized anyone else to make any representations as to the condition or use of the **Property**. Specifically, and without limitation by enumeration, no representations have been made concerning:

- a. The condition of title to the **Property**;
- b. The accuracy of the legal description of the **Property** used in the deed of conveyance;
- c. The number of acres contained in the **Property**;
- d. The environmental condition of the **Property**;
- e. The amount and value of the timber on the **Property**, if any;
- f. The fitness of the **Property** for any particular use;

g. Whether the **Purchaser** will be allowed to use the **Property** in any particular way under the applicable laws, rules and regulations;

h. The accuracy or completeness of any reports, studies, assessments, appraisals, timber cruises or other information concerning the **Property**, which the **District** may have provided to the **Purchaser**;

i. **Purchaser** has approved an appraisal review as to such appraisal;

As between the **District** and the **Purchaser**, all risk that any of the above matters may not be as expected by the **Purchaser**, is on the **Purchaser**.

36. Required Statutory Notices. The following notices are given as required by law:

Coastal Erosion Notice. The property being purchased may be subject to coastal erosion and to Federal, State or Local Regulations that govern coastal property, including the delineation of the Coastal Construction Control Line, rigid coastal protection Structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased.

Property Tax Disclosure Summary. Buyer should not rely on the Sellers current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

Radon Gas Notice. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Lead Based Paint Hazard. Every Purchaser of any interest in real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with information on lead based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead based paint hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

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

38. Miscellaneous. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

39. Contract Contingent on Governing Board Approval. Notwithstanding anything else herein to the contrary, this Contract shall not be binding on any party and shall have no effect unless and until this Contract is fully executed and approved by written resolution of the Governing Board of the **District**.

The District may terminate this Contract at any time prior to Closing.

THIS CONTRACT is hereby executed and entered into by **Purchaser** and **District**, as of the effective date:

PURCHASER:

DISTRICT:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

Billy F. Lucas

By: _____
Print Name: George Roberts
Its: Chairman

Jean D. Lucas

EXHIBIT A

Legal Description

A parcel of land lying in Section 27, Township 3 North, Range 17 West, Walton County, Florida; and being more particularly described as follows:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, less and except the property as described in OR Book 221, Page 70 and OR Book 220, Page 546, Walton County, Florida.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Resource Management Division

DATE: December 3, 2013

SUBJECT: Informational Item Re. NFWFMD FY 2013-2014 Minimum Flows and Levels Priority List

Preface:

By November 15 of each year, Florida's water management districts must submit an updated minimum flows and levels (MFL) priority list and schedule for aquifers and surface waters within their respective districts to the Department of Environmental Protection (DEP) for approval. The NFWFMD MFL priority list and schedule submitted to DEP for Fiscal Year 2013-2014 are attached for your information. The notable updates to last year's priority list include initiating MFL development three years earlier for Wakulla Springs and Sally Ward Spring (2013 instead of 2016), and one year earlier for Jackson Blue Spring (2016 instead of 2017).

Discussion:

Section 373.042(1), Florida Statutes, requires each water management district develop MFLs for specific surface and groundwater bodies within their jurisdiction. The minimum flow or level for a given waterbody is the limit at which further withdrawals will be significantly harmful to the water resources or ecology of the area. MFLs are calculated using the best available information and consider natural seasonal fluctuations, non-consumptive uses, and a variety of environmental values associated with coastal, estuarine, riverine, spring, aquatic, and wetlands ecology, as specified in section 62-40.473, Florida Administrative Code.

The multi-year process required to establish an MFL involves a series of steps, ranging from the identification of priority waterbodies for which MFLs will be established to the adoption of District rules codifying each. In areas where consumptive uses currently or are anticipated to result in flows and levels below an adopted MFL, a recovery or prevention strategy for the waterbody must also be developed. Adopted MFLs are considered in the review of consumptive use permit applications.

The NFWFMD Fiscal Year 2013-2014 MFL priority list and schedule has its foundation in the FY 2012-2013 MFL list. The list, comprised of 25 waterbodies, was developed by an internal, multi-disciplinary working group using a detailed set of ranking criteria, such as: resource status and vulnerability, data availability, guidance articulated by the DEP, whether a recovery strategy may be needed, the complexities of each system, and statutory requirements (e.g., all first magnitude springs). The data collection and technical evaluation for each MFL will require approximately five years to complete and rely heavily on consultants and District staff. Data collection has begun and will occur concurrently for several top priority waterbodies. Under the current schedule, the District is projected to have six MFLs under simultaneous development (including rulemaking) by 2017, and will peak at nine by 2020. Starting

in 2018, one MFL assessment will be completed annually. This ambitious schedule clearly demonstrates the District's commitment to meeting its statutory responsibility to develop and implement MFLs.

The technical assessment for the first MFL, the St. Marks River Rise—a first magnitude spring in southeastern Leon County, will be completed in 2018. The second MFL assessment will be completed in 2019 for the Floridan Aquifer in coastal Franklin County. Completion of each technical assessment will be followed by an 18-24 month rulemaking process. Of note, the data, technical analysis and MFL developed for the St. Marks River Rise will, in turn, support the establishment of MFLs for Wakulla Springs and Sally Ward Spring.

Below are highlights of the District's MFL program during Fiscal Year 2012-2013:

- Determined data gaps for the St. Marks River Rise and Coastal Franklin Aquifer.
- Determined preliminary hydrologic monitoring and equipment needs to support development of four MFLs.
- Initiated investigation and selection of potential monitoring sites.
- Executed initial purchase of field equipment.
- Met with stakeholders, representatives of the Florida Geological Survey, and respected scientists.
- Contracted development of a technical Work Plan for the St. Marks River Rise/Wakulla Springs/Sally Ward (SMR-WS-SW) Spring complex.
- Contracted development of preliminary hydrologic data collection plans for the SMR-WS-SW Springs complex, the Floridan Aquifer for Coastal Franklin County, and the ground water contribution zone for Jackson Blue Spring, Jackson County.
- Executed a Joint Funding Agreement with the City of Tallahassee, the DEP, and the U.S. Geological Survey to initiate hydrologic monitoring of the Spring Creek complex to better understand its interaction with Wakulla Springs.

As work plans for each MFL are developed, they will be posted on the District's website and sent to interested parties with an opportunity to submit comments. Additionally, as technical documents are produced they will be posted to the website, as appropriate. Further, as we move forward with the SMR-WS-SW Springs complex MFL assessments, a specific Public Involvement Plan will be developed that will describe the types and general schedule for stakeholder involvement, and identify possible points in the process for public workshops.

Minimum flows and levels are not currently proposed for the Apalachicola and Chipola rivers. Water Reservations were established for both waterbodies by rule in 2006 (section 40A-2.223, Florida Administrative Code) reserving the magnitude, duration and frequency of observed flows for the protection of fish and wildlife of the rivers, floodplains and Apalachicola Bay.

Northwest Florida Water Management District Minimum Flows and Levels Priority List 2014¹

Waterbody	WB Type ^{2, 3}	County	MFL Initiation	Estimated Completion	
				Technical Assessment ⁴	Rule Adoption ⁵
St. Marks River Rise	Spr (1 st)	Leon	2013	2018	2020
Wakulla Springs	Spr (1 st)	Wakulla	2013	2021	2023
Sally Ward Spring	Spr (2 nd)	Wakulla	2013	2021	2023
Floridan – Coastal Franklin County	A	Franklin	2014	2019	2021
Floridan – Coastal Region II	A	Coastal Santa Rosa, Okaloosa, Walton	2015	2020	2022
Jackson Blue Spring	Spr (1 st)	Jackson	2016	2022	2024
Floridan – Coastal Bay County	A	Bay	2018	2023	2025
Econfina Creek and Spring complex	Spr (1 st and 2 nd)/R	Bay, Jackson, Washington	2019	2024	2026
Deer Point Lake	L	Bay	2020	2025	2027
Yellow River/Shoal River	R	Santa Rosa, Okaloosa, Walton	2021	2026	2028
Floridan – Inland Walton County	A	Walton	MFL Technical Assessments will be initiated as soon as fiscal and staffing resources allow.		
Floridan – Coastal Gulf County	A	Gulf			
Floridan – Inland Franklin County	A	Franklin			
Inland Sand and Gravel	A	Santa Rosa, Okaloosa			
Morrison Spring	Spr (2 nd)	Walton			
Holmes Blue Spring	Spr (2 nd)	Holmes			
Blue Hole Spring	Spr (2 nd hist.)	Jackson			
Ponce de Leon Spring	Spr (2 nd)	Holmes			
Washington Blue and Potter Spring Complex	Spr (2 nd)	Washington			
Baltzell Spring group/upper Chipola Spring complex	Spr (2 nd)/R	Jackson			
Holmes Creek and Spring complex	Spr (2 nd)/R	Washington			
Telogia Creek	R	Liberty, Gadsden			

Waterbodies Subject to Regulatory Reservations			
Apalachicola River	R	Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin	The magnitude, duration and frequency of observed flows are reserved, essentially in total, all seasons for the protection of fish and wildlife of the Chipola River, Apalachicola River, associated floodplains and Apalachicola Bay (40A-2.223, F.A.C.).
Chipola River	R	Jackson, Calhoun, Gulf	

Footnotes

¹ Priority list and schedule will be re-evaluated on an annual basis.

² WB Type: A=aquifer, L=lake, R=river, Spr=spring (1st or 2nd magnitude).

³ All 1st magnitude springs, and 2nd magnitude springs on state lands, are required to be listed according to section 373.042, F.S.

⁴ It is anticipated that each proposed MFL will be submitted for scientific peer review following the technical assessment.

⁵ Based on an estimated 18-24 months from completion of technical assessments to final rule adoption.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Michael Edgar, Director of Division of Regulatory Services

DATE: November 22, 2013

SUBJECT: Environmental Resource Permit Program Activity Status for October 2013

INFORMATIONAL ITEM

• **ERP INFORMATION ITEM**

NFWFMD Environmental Resource Permit Program Activity Status for OCTOBER 2013		
Activity	Current Month	Fiscal Year to Date Total
Applications Received	15	15
Permits Issued	18	18
Exemption Certifications Issued	3	3
10/2 GP Authorizations	16	16

TAP/tp

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: December 3, 2013

Crenshaw, et. al. v. City of DeFuniak Springs, et al., United States District Court for the Northern District of Florida, Case No. 3:13cv50-MCR/EMT. This is a pro se civil rights complaint directed to officials and employees of the City of DeFuniak Springs. The Northwest Florida Water Management District has also been named as a defendant. An amended complaint has been filed. The District has filed a motion to dismiss. Magistrate Judge Elizabeth M. Timothy has recommended dismissal. We are awaiting an order on the motion to dismiss from the District Judge.