

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
DISTRICT LANDS COMMITTEE
AGENDA**

District Headquarters
81 Water Management Drive
Havana, FL 32333

Thursday
March 13, 2014
12:00 p.m. ET

1. Call to Order
2. Consideration of Memorandum of Agreement between the District and Florida Department of Agriculture and Consumer Services for Managing Forests for Increased Regional Water Availability
3. Consideration of Approval of Appraisals for the 38-Acre Surplus Tract off Highway 181-C; Choctawhatchee River WMA
4. Overview of the Brunson Landing Tract; Choctawhatchee River and Holmes Creek WMA
5. Adjourn

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board
District Lands Committee

THROUGH: Jon Steverson, Executive Director
Brett Cyphers, Assistant Executive Director

FROM: William O. Cleckley, Director
Division of Land Management and Acquisition

DATE: February 26, 2014

SUBJECT: Consideration of Memorandum of Agreement between the Northwest Florida Water Management District and Florida Department of Agriculture and Consumer Services for Managing Forests for Increased Regional Water Availability

Recommendation

Staff recommends approval of the Memorandum of Agreement between the Northwest Florida Water Management District (District) and Florida Department of Agriculture and Consumer Services for Managing Forests for Increased Regional Water Availability for a four-year period not to exceed \$101,660.75, subject to annual fiscal year budget approval.

Background

The Florida Department of Agriculture and Consumer Services (FDACS) and all five water management districts have agreed to enter into an interagency agreement (see attached) to fund research through the University of Florida's Institute of Food and Agricultural Sciences (UF-IFAS) to determine the impacts of various forest management practices on water resources, subject to approval by each districts' governing board.

Preliminary research conducted by Daniel McLaughlin and Matthew Cohen with the UF-IFAS, School of Forest Resources and Conservation indicates that significant increased regional water availability might be achieved in surface water bodies (wetlands, lakes and streams and groundwater resources [aquifers]) through the implementation of Best Management Practices (BMPs) on public and private or industrial forest lands. It is theorized that reducing the basal area (BA) or biomass on forest lands by thinning or restoring and managing natural stands like longleaf pine and conducting prescribed burning on a regular basis (every two to three years on average) can reduce forest water use through evapotranspiration (ET), increasing water yield to surface water bodies and aquifers. Because ET dominates ecosystem water losses, even modest reductions (90 to 80 percent) in the proportion of rainfall lost to ET can result in large fractional increases in water yield.

For example, intensive industrial pine plantations typically have large basal areas of 100 square feet per acre or more, that is many trees per acre of smaller diameter and usually little, if any, groundcover or mid-story components. These intensively managed pine plantations act like biological water pumps and utilize large amounts of water via ET. Thinned pine plantations and natural longleaf pine forests typically have lower basal areas ranging from 20 to 60 square feet per acre. These thinned and natural pine stands have fewer biological water pumps and utilize significantly lower volumes of water via ET. If, over time, these thinned and natural pine stands are not prescribed burned regularly, then their lower water use will eventually be negated by the increased growth and water utilization of groundcover plants and especially mid-story and intermediate scrubs and trees that will eventually occupy the site in the absence of fire.

Although preliminary research results appear to be promising, there remains a large degree of uncertainty due to climatic variation and site differences, water use in young pine stands and prescribed fire effects. In an attempt to better quantify the potential water yield benefit utilizing various land management treatments, UF-IFAS researchers are proposing to conduct a four-year study at six different sites utilizing six different treatments (approximately five acres in size).

Site requirements and treatments consist of the following:

Minimal Site Requirements

- Contains less than 30 acres (either adjacent or in close proximity) where site conditions are similar. These conditions include: depth to water table, depth/absence of confining layer, soil type, site condition index, and slope.
- Minimal drainage features (e.g., ditches) within the site.
- Consistent ownership throughout the project's duration.
- Site access via forest roads and fire breaks.
- Information available for hydrogeology and previous management actions.
- *At least one site* where the Floridan aquifer is confined.
- *At least one site* where the Floridan aquifer is unconfined.

Treatment Requirements at each Site

- *At least one* clearcut (or similar low biomass) treatment.
- *At least one* high basal area treatment (e.g., mature pine plantation stand).
- Any management action/treatment (e.g., fire, thinning, herbicide) needs to be conducted before equipment installation.

Note: A change in species (e.g., from slash to longleaf pine) treatment should have an onsite control treatment at similar basal areas but with the original species (e.g., slash).

At each treatment, one well will be installed to collect continuous data on groundwater levels. Quantifying the diurnal (daytime) fluctuations in these data will determine the proportion of total ET that is met with groundwater uptake. In addition, multiple soil moisture monitoring stations will be installed at each treatment site to capture dissimilar spatial (lateral and vertical) soil

moisture dynamics. Collected soil moisture data will be used to quantify the remaining ET change that is met via soil water uptake. Total ET (via groundwater and soil water uptake) will be calculated for each day, and mean daily ET rates will be compared across treatments and sites. The soil moisture and groundwater data will also allow inferences of recharge rates at each treatment.

Monthly to bimonthly sampling will take place at each well for TKN, NO_x, NH₄, SPR and TP, including sample preparation and analysis to determine potential nutrients.

Forest structure will be evaluated for each treatment via measurements of leaf area index (LAI). LAI regulates stand ET and is strongly affected by management strategies like thinning, prescribed fire, and longleaf restoration. Determining the effect of management on LAI, while quantifying the effect of LAI on ecosystem water use and groundwater recharge, will establish the relationships needed to predict water yield from differently managed stands. These derived relationships will help guide watershed-scale management strategies for sustaining regional water resources.

There is a kick-off meeting scheduled in April and site selection this summer.

Deliverables, Due Dates and Budget Table (All Participants)

DELIVERABLES	DUE DATE	COST (\$)*
Task 1. Kick-off Meeting	4/1/14	6,815
Task 2. Site Reconnaissance and Selection	5/1/14	17,035
Task 3. Site Installation	9/1/14	265,758
Task 4. Initiation of Data Collection	10/1/14	17,035
Task 5. Analyses and Year 1 Annual Report	2/1/15	81,567
Task 6. Analyses and Year 2 Annual Report	2/1/16	81,567
Task 7. Analyses and Year 3 Annual Report	2/1/17	81,567
Task 8. Analyses and Final Report	2/1/18	86,381
Contract Total (*Includes 10% UF Overhead)		\$637,725

District Contribution

The District's proposed funding share for Year 1 is \$41,660.75 and the proposed funding share for Year 2 through 4 is \$20,000 annually or \$60,000. Total project cost is \$101,660.75 over four years.

In addition to the Northwest Florida Water Management District's funding share, FDACS and the other four water management districts (WMDs) will be contributing the following amounts over the duration of the project:

FDACS	\$101,082.00
Suwannee River WMD	\$130,000.00
St. Johns River WMD	\$101,660.75
Southwest Florida WMD	\$101,660.75
South Florida WMD	<u>\$101,660.75</u>
Total:	\$536,064.25

Results of the proposed research may lead to further support for current land management on public lands, like continued or increased longleaf habitat restoration and increased prescribed burning; hydrologic easements for management on private lands; and a better understanding of fire influences to water yield for upland forests, cypress domes and herbaceous dominated systems.

Attachment: Memorandum of Agreement and Scope of Work

/woc

**MEMORANDUM OF AGREEMENT
BETWEEN
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
FOR
MANAGING FORESTS FOR INCREASED REGIONAL WATER YIELD
Project Funding**

THIS INTERAGENCY AGREEMENT, by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a special taxing District organized under Chapter 373, Florida Statutes, whose address is 81 Water Management Drive, Havana, Florida 32333, hereinafter called "DISTRICT", and the FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, whose address is 1203 Governors Square Blvd., Suite 200, Tallahassee, Florida 32301 hereinafter called "DEPARTMENT", is entered into two originals this ____ day of _____, 2014.

WITNESSETH:

WHEREAS, DISTRICT and DEPARTMENT desire to encourage landowners to implement environmentally sound Best Management Practices (BMPs) that benefit water resources based on the most current information; and,

WHEREAS, DISTRICT and DEPARTMENT desire to fund research to determine the impacts of forest management on water resources; and

WHEREAS, the University of Florida Institute of Food and Agricultural Sciences (IFAS) has submitted a proposal entitled "Managing Forests for Increased Regional Water Availability", and

WHEREAS, DISTRICT, DEPARTMENT, IFAS, desire to fund this project on lands to be mutually determined in the DISTRICT; and

WHEREAS, DISTRICT desires to provide funding not to exceed \$101,660.75 to DEPARTMENT to fund its Agreement with IFAS for this research.

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Memorandum of Agreement is to set forth the responsibilities of DISTRICT and DEPARTMENT in the implementation of the “Managing Forests for Increased Regional Water Yield” project. Total cost for the study is \$637,725. DISTRICT’S funding share for Year One is \$41,660.75 and the DISTRICT’S funding share is for Years Two through Four \$60,000 (\$20,000 annually) for a total DISTRICT funding share of \$101,660.75.
2. GENERAL RESPONSIBILITIES.
 - A. Prior to implementation, DISTRICT and DEPARTMENT shall discuss and coordinate the activities included in Attachment A, “Scope of Work”.
 - B. Upon mutual agreement and implementation of activities listed in Attachment A, “Scope of Work,” DEPARTMENT shall submit invoices to DISTRICT on a deliverable basis not to exceed a total sum of \$101,660.75.
 - C. Upon receipt and approval of DEPARTMENT’S invoices by DISTRICT, DISTRICT shall make payment to DEPARTMENT within 30 days of receiving invoices.
 - D. DEPARTMENT shall submit a final report to DISTRICT summarizing expenditures and activities. This report shall be submitted to the contract manager by February 15, 2018.
 - E. DISTRICT and DEPARTMENT agree that the following persons are the designated Project Representatives and are to have direct, primary, and continuing responsibility for the work under this Agreement. Each Party’s representative shall have authority to interpret this agreement for its Party and to give all approvals for its Party as follows:

DISTRICT:

William O. Cleckley
81 Water Management Drive
Havana, Florida 32333
850.539.5999
Bill.Cleckley@nfwmd.state.fl.us

DEPARTMENT:

Bill Bartnick
Office of Ag Water Policy
1203 Governors Square Blvd.
Tallahassee, FL 32301
850.617.1705

- F. This Agreement shall become effective on the date of execution by both parties and shall remain in effect until February 15, 2018, or until DISTRICT and DEPARTMENT deem the project complete.
- G. DEPARTMENT shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this Agreement and for three years following completion.
- H. DISTRICT and DEPARTMENT agree to enter into good faith negotiations with respect to any terms, amendments or changes to this Memorandum of Agreement that may be necessary to provide for continued cooperation to achieve the goals described herein. All modifications to this agreement are subject to the mutual agreement of both parties as evidenced in writing.
- I. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
- J. This agreement is between DISTRICT and DEPARTMENT and shall not be interpreted to be for the benefit of any party or entity not signing this agreement.
- K. Either party may terminate this agreement upon thirty (30) days written notice to the other party.
- L. Funding of this agreement is subject to annual budget approval by DISTRICT's Governing Board.

IN WITNESS WHEREOF, DISTRICT and DEPARTMENT have hereto set their hands and seals on the day and year indicated below.

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

EXECUTED this ____ day of _____, 2014, by DEPARTMENT.

WITNESS:

By: _____
D. Alan Edwards
Director, Division of Administration

(Print Name)

Reviewed and Approved

By: _____
Bill Bartnick
Project Manager

(Print Name)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

EXECUTED this ____ day of _____, 2014, by DISTRICT.

By: _____
Jon Steverson,
Executive Director

Approved as to Form and Legality

By: _____
Breck Brannen
Legal Counsel

Approved as to Conformance to District
Budgetary and Administrative Procedures

Reviewed and Approved

By: _____
William O. Cleckley,
Project Manager

By: _____
Brett Cyphers, Asst. Executive Director

SCOPE OF WORK

Managing Forests for Increased Regional Water Availability

Principal Investigators

Daniel McLaughlin, Research Assistant Scientist
UF-IFAS, School of Forest Resources and Conservation
319 Newins-Ziegler Hall
Gainesville, Florida 32611-0410
(352) 846-0353

Matthew Cohen, Associate Professor
UF-IFAS, School of Forest Resources and Conservation
328 Newins-Ziegler Hall
Gainesville, Florida 32611-0410
(352) 846-3490

Background

Pursuant to the Florida Watershed Restoration Act (FWRA), Section 403.067(7)(c)3, F.S., the Florida Department of Agriculture and Consumer Services (FDACS) Office of Agricultural Water Policy (OAWP), develops, adopts, and assists with the implementation of agricultural Best Management Practices (BMPs) to protect and conserve water resources. Funding BMP research projects that complement the OAWP's mission is consistent with the FWRA. Therefore, research funding is appropriated to ascertain and predict future water availability through properly managed forest lands.

Justification

Perceived benefits of land management are often limited to habitat improvement, but implications may extend to impacts on regional water yield. Reduced biomass and leaf area from thinning and prescribed fire likely reduce forest water use (i.e., evapotranspiration-ET), increasing water yield to surface water bodies and aquifers (McLaughlin et al., 2013). Because ET dominates ecosystem water losses, even modest reductions (e.g., 90% to 80%) in the proportion of rainfall lost to ET can result in large fractional increases (e.g., doubling) in water yield. It follows that forest biomass reduction by land management agencies and private or industrial landowners could increase water availability to surface water bodies (wetlands, lakes, and streams) and groundwater resources (aquifers).

This is anticipated to be a four-year research project, with funding support provided by the five water management districts. The contractor will quantify the water yield benefits

of land management to local and regional water resources through direct measurement of forest water use via groundwater and soil moisture monitoring in differently managed stands (e.g., thinning, understory management, typical silviculture). This information will be used to develop functional relationships between management techniques and water yield, with broad scalability to larger watershed systems and regional water availability.

Research Objectives

- *Quantify water yield as a function of management techniques and environmental setting (e.g., region specific geology and climate)*
- *Develop predictive models to scale up the effects of forest management on regional water availability*

Materials and Methods

The contractor will evaluate the effects of land management on forest biomass and structure, ET, and water yield using a comparative evaluation of six sites, each with six treatments. Selected sites will span environmental conditions (soil type, aquifer confinement, climate), whereas treatments within and among sites will target variation in management activities (e.g., thinning, clearcutting, and fire) and forest biomass. Groundwater and soil moisture data will be used to construct daily vadose zone and groundwater water budgets to determine ecosystem ET and water yield.

Each site will have six treatments (~ 5 acres each) spanning a gradient of forest biomass to construct the relationship between forest management and water yield within and across sites. Specific treatments will be determined at each site, but will include understory management (via fire, herbicide, roller-chopping, etc), low stand basal area (via row or selective thinning), conventional silviculture (clearcut, mid-rotation, maturity), and species conversion (longleaf pine restoration). Contractor will conduct monthly to bimonthly sampling at each well (n=36) for TKN, NO_x, NH₄, SRP, and TP. This will include sample preparation and analyses. The experimental design allows flexibility in sites and treatments; participating agencies are encouraged to select sites (environmental conditions) and treatments (management actions) that are of specific interest. However, several minimal requirements guide selection:

Site Requirements

- Contains > 30 acres (either adjacent or in close proximity) where site conditions are similar. These conditions include: depth to water table, depth/absence of confining layer, soil type, site condition index, and slope.
- Minimal drainage features (e.g., ditches) within the site.
- Consistent ownership throughout the project's duration.
- Site access via forest roads and/or fire breaks.
- Information available for hydrogeology and previous management actions.

- *At least one site* where the Floridan aquifer is confined.
- *At least one site* where the Floridan aquifer is unconfined.

Treatment Requirements at each Site

- *At least one* clearcut (or similar low biomass) treatment.
- *At least one* high basal area treatment (e.g., mature pine plantation stand).
- Any management action/treatment (e.g., fire, thinning, herbicide) needs to be conducted before equipment installation.

Note: A change in species (e.g., slash to longleaf pine) treatment should have an onsite control treatment at similar basal areas but with the original species (e.g., slash).

At each treatment, one well will be installed to collect continuous data on groundwater levels. Quantifying the diurnal fluctuations in these data will determine the proportion of total ET that is met with groundwater uptake (Loheide et al., 2005; McLaughlin and Cohen, 2011). Additionally, multiple soil moisture monitoring stations will be installed at each treatment to capture spatial (lateral and vertical) heterogeneity in soil moisture dynamics. Collected soil moisture data with high temporal and spatial resolution will be used to quantify the remaining ET flux that is met via soil water uptake (Nachabe et al., 2004). Total ET (via groundwater and soil water uptake) will be calculated for each day, and mean daily ET rates will be compared across treatments and sites. The soil moisture and groundwater data will also allow inferences of recharge rates at each treatment.

Finally, forest structure will be evaluated for each treatment via measurements of leaf area index (LAI). LAI regulates stand ET (Vose et al., 1994) and is strongly affected by management strategies (Gholz et al., 1991). Determining the effect of management on LAI, while quantifying the effect of LAI on ecosystem water use and groundwater recharge, will establish the relationships needed to predict water yield from differently managed stands. These derived relationships will help guide watershed-scale management strategies for sustaining regional water resources.

Contractor Responsibilities and Deliverables

The contractor shall support all efforts associated with this scope, in order to bring the project to fruition in a timely manner. The contractor shall complete all Tasks and Deliverables outlined below. The contractor shall also submit contract closeout documentation (**Attachment A**) within forty five (45) days of contract expiration detailing all receipts, expenditures and remaining balance, if any. Further, the contractor will be responsible to provide, in arrears (after the expiration date of this contract) any scientific journal articles that are published as a function of this work.

Deliverables shall be reviewed, evaluated, and approved by the FDACS contract manager to determine if the stated deliverables have been satisfied. If needed, the FDACS contract manager may monitor the contract deliverables by periodic field visits.

This will ensure that research goals are being met and that specific items are being accomplished as stated in the project reports. The deliverables consist of:

Task 1. Kick-off Meeting

Winter 2014

Conserved Forest Ecosystems: Outreach and Research (CFEOR) will coordinate a meeting to discuss potential site locations and treatments of interest. All involved parties (funding agencies, landowners providing in-kind support, and researchers) will participate.

Deliverables: Identification of candidate site locations and treatments; schedule of candidate site visits.

Task 2. Site Reconnaissance and Selection

Spring 2014

Shortly following the kick-off meeting, researchers and participating partners will visit each candidate site to finalize the site list and identify treatment plots in each selected site. See Site Selection Criteria above for requirements that will guide site and treatment selection.

Deliverables: Finalized site list, along with proposed treatments, site maps, aerial photographs, and timeline of site installations.

Task 3. Site Installation

Summer 2014

Following site selection, equipment installations will begin. We expect that each site installation will take ~2 weeks to complete.

Deliverables: Report providing site locations, list of treatments, and photographs of installations.

Task 4. Initiation of Data Collection

Summer 2014

Data collection will begin at each site following installation, to be completed by early summer of 2014. Monitoring water quality (monthly) and forest structure (annually) will begin at this point.

Deliverables: Examples of data being collected and analyses to be performed.

Task 5. Analyses and Year 1 Annual Report

Winter 2015

An annual report will be submitted with results from Year 1 data, including ET rates, estimated water yield, and forest structure for each treatment and across sites.

Deliverables: Annual report

Task 6. Analyses and Year 2 Annual Report

Winter 2016

An annual report will be submitted with results from Year 2 data, including ET rates, estimated water yield, and forest structure for each treatment and across sites.

Deliverables: Annual report

Task 7. Analyses and Year 3 Annual Report

Winter 2017

An annual report will be submitted with results from Year 3 data, including ET rates, estimated water yield, and forest structure for each treatment and across sites.

Deliverables: Annual report

Task 8. Analyses and Final Report

Winter 2018

A final report will be submitted with results from all years' data, including ET rates, estimated water yield, forest structure for each treatment and across sites. Additionally, predictive models will be developed and provided to scale up efforts of forest management on regional water availability. These models will provide region-specific (soil type, confining layer) estimates of additional water made available under different management and stand structure scenarios.

Deliverables: Final report

Deliverables Review and Approval

The Contractor shall support all efforts associated with this scope, in order to bring the project to fruition in a timely manner. The contractor shall complete all Tasks and Deliverables outlined below. The contractor shall also submit contract closeout documentation (**Attachment A**) within forty five (45) days of contract expiration detailing all receipts, expenditures and remaining balance, if any.

Deliverables shall be reviewed, evaluated, and approved by the FDACS contract manager to determine if the stated deliverables have been satisfied. If needed, the FDACS contract manager may monitor the contract deliverables by periodic field visits. This will ensure that research goals are being met and that specific items are being accomplished as stated in the project reports.

Contract Payments

The Contractor will submit invoices for payment after the FDACS contract manager provides written notification that the deliverables have been reviewed and approved. Invoices must include the Deliverable Number, Description, Due Date and Amount as listed in the Table below.

Invoices shall be submitted electronically to: OAWP.Invoices@FreshFromFlorida.com

Deliverables, Due Dates and Budget Table

DELIVERABLES	DUE DATE	COST (\$)*
Task 1. Kick-off Meeting	4/1/14	6,815
Task 2. Site Reconnaissance and Selection	5/1/14	17,035
Task 3. Site Installation	9/1/14	265,758
Task 4. Initiation of Data Collection	10/1/14	17,035
Task 5. Analyses and Year 1 Annual Report	2/1/15	81,567
Task 6. Analyses and Year 2 Annual Report	2/1/16	81,567
Task 7. Analyses and Year 3 Annual Report	2/1/17	81,567
Task 8. Analyses and Final Report	2/1/18	86,381
Contract Total (*Includes 10% UF Overhead)		\$637,725

Financial Consequences

Partial payment will not be made for partial completion of a deliverable. Per 287.058(1)(h), F.S., and as provided in this contract, financial consequences will be applied in the event that the Contractor fails to perform tasks and provide deliverables in a timely manner.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee

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: February 26, 2014

SUBJECT: Consideration of Approval of the Appraisals for the 38-Acre Surplus Tract off Highway 181-C; Choctawhatchee River WMA

Recommendation:

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 off Highway 181-C in Walton County, Florida.

Background:

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 off Highway 181-C 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.

/cb

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: District Lands Committee

THROUGH: Jon Steverson, Executive Director
Brett Cyphers, Assistant Executive Director

FROM: William O. Cleckley, Director
Division of Land Management and Acquisition

DATE: February 27, 2014

SUBJECT: Overview of the Brunson Landing Tract; Choctawhatchee River and
Holmes Creek WMA

Background:

Plum Creek owns 360 acres along Holmes Creek in Washington County (see attached maps). The tract is located at the end of Brunson Landing Road, a county-maintained dirt road, and has significant frontage along the creek (approximately 2,200'). The tract also contains springs and a popular boat landing (Brunson Landing), which is currently leased by Washington County.

The tract's water resources, habitats and recreational attributes are listed below:

Water Resources:

Of special note, this tract contains a 3rd magnitude spring known as Brunson Landing Spring (see attached photo). Three springs are associated with the Brunson Landing Spring group. Two springs are considered seeps and are very shallow. The main spring pool is circular in shape, has a diameter of approximately 30 feet and is 15 feet deep over the vent. Two small spring runs leave the main spring pool and flow into Holmes Creek. The average spring discharge for Brunson Landing Spring is 4.0 cubic feet per second.

Habitat:

The tract is bisected by Brunson Landing Road and primarily consists of the following Florida Natural Areas Inventory (FNAI) upland and wetland habitat types in order of magnitude: bottomland forest and floodplain swamp (approximately 217 acres combined); dome swamp, upland pine, alluvial stream and spring run stream. The parcel adjoins District land on the south and the Glover Conservation Easement (1,109 acres) to the east. However, to the west, there is a small privately-owned parcel that separates this tract from other District-owned property in the area. It appears that the portion of the tract located west of Brunson Landing Road was clearcut and reforested a few years ago while the portion of the tract located east of the road was thinned several years ago.

Appraisals and Review Appraisal:

Staff is in the process of contacting Plum Creek to confirm that they are a willing seller and will update the Lands Committee on March 13, 2014. According to District policy, this proposed acquisition project requires two appraisals and one review appraisal. The cost for two appraisals will be \$6,219 and one review appraisal will be \$2,475 for a combined total appraisal cost of \$8,694.

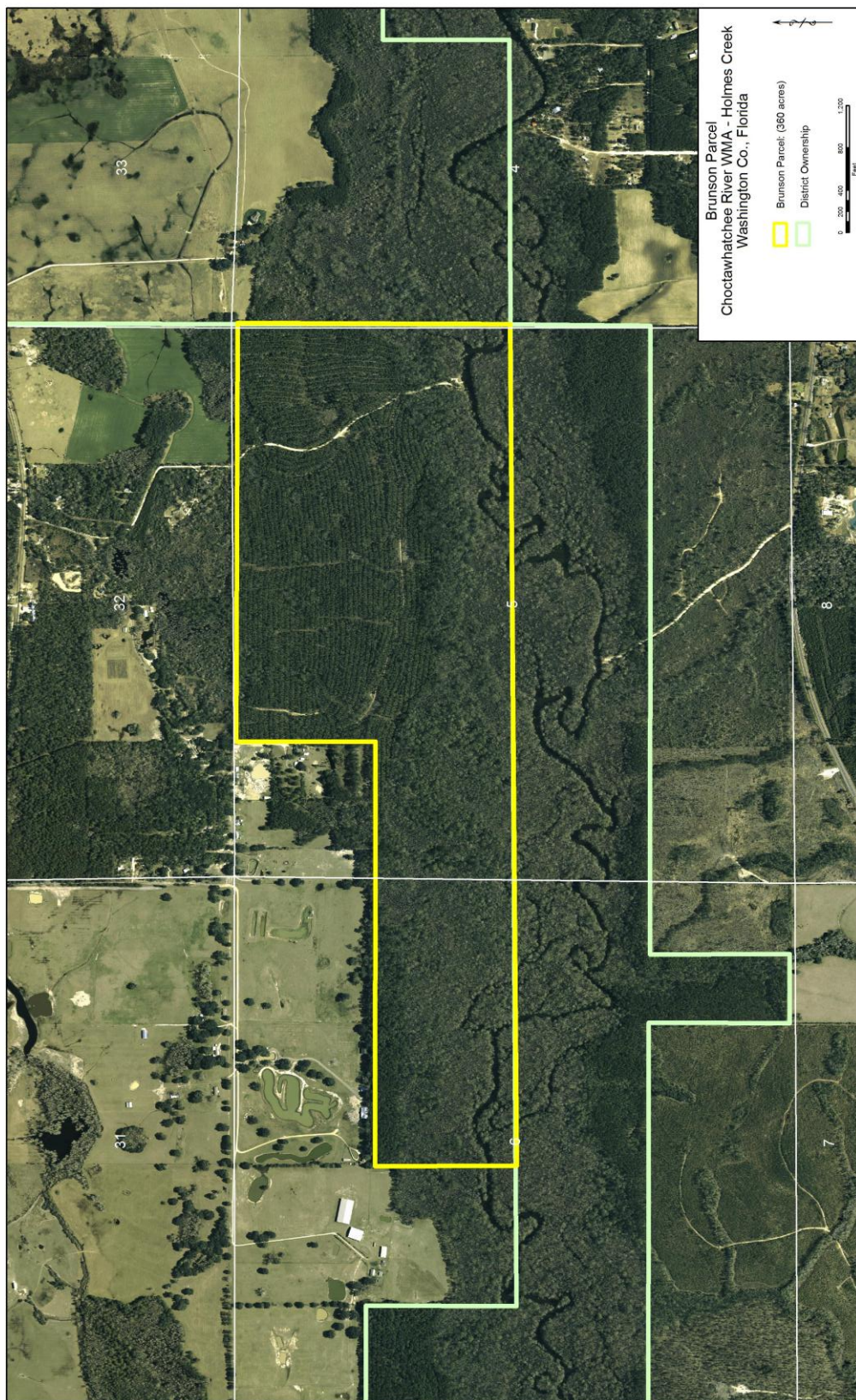
Staff has desired to acquire this tract for several years, but due to a high asking price and lack of funding, we were unable to move forward. Acquisition of the Plum Creek tract will protect Brunson Landing Spring, a significant segment of the Holmes Creek corridor and floodplain and provide for public access and recreation. The acquisition also supports the Governor's and the Florida Department of Environmental Protection's state-wide spring protection initiative.

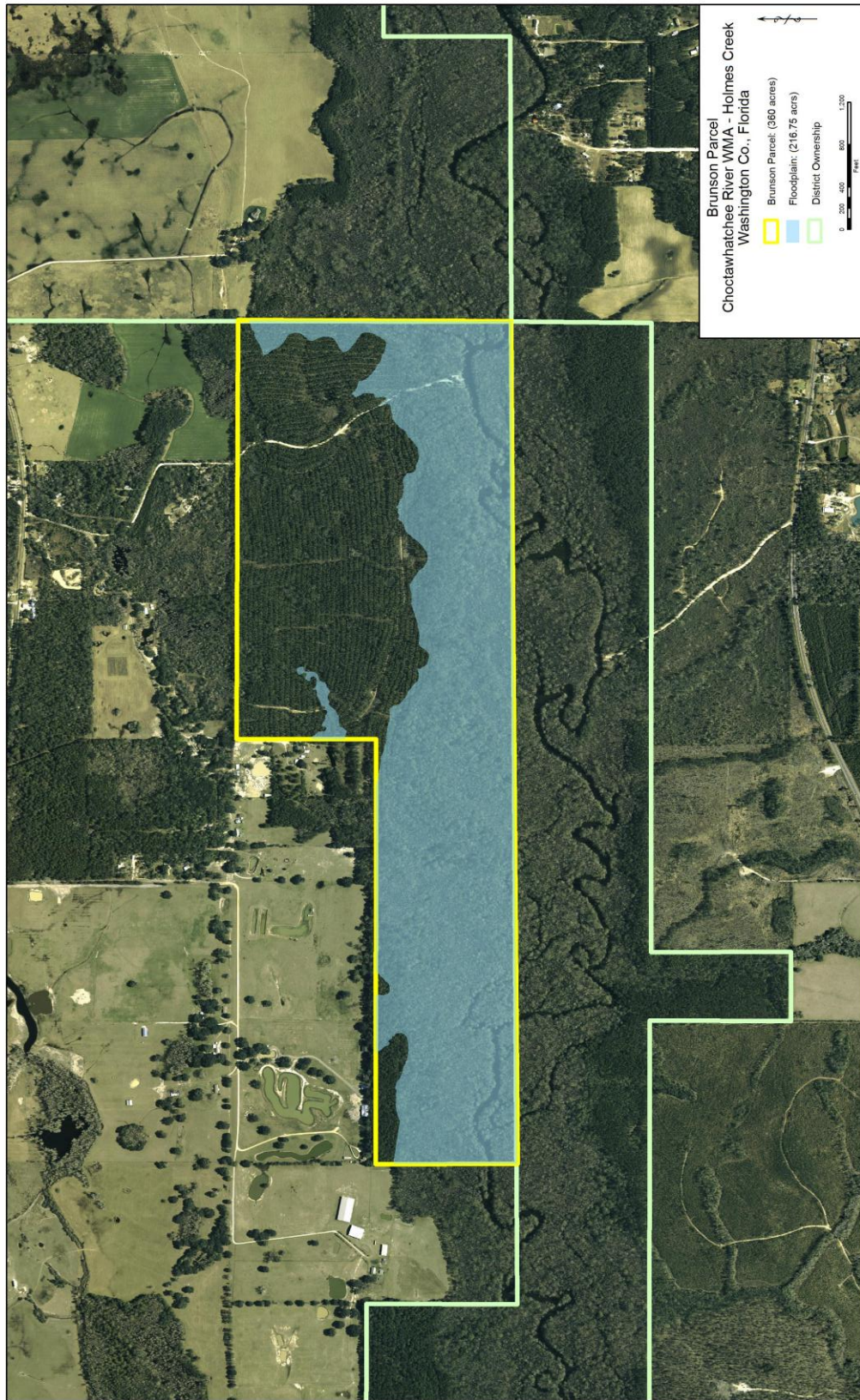
A formal motion by the Lands Committee is not required for this item; however, staff requests the Committee's approval to move forward with the appraisals.

WOC/cb



Brunson Landing Spring





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

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

**Thursday
February 13, 2014**

Governing Board Members Present

George Roberts, Chair
Jerry Pate, Vice Chair
John Alter
Gus Andrews
Gary Clark
Jon Costello
Nick Patronis
Bo Spring

Governing Board Members Absent

Stephanie Bloyd

1. Call to Order and Roll Call

Chair Roberts called the meeting to order at 1:02 p.m., ET. Mr. Steverson called the roll and a quorum was declared present.

2. Invocation

Mr. 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 changes to the agenda.

5. Approval of Minutes for January 9, 2014

MOTIONED BY MR. CLARK, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE JANUARY 9, 2014, GOVERNING BOARD MEETING MINUTES. MOTION CARRIED.

6. A. Committee Reports and Recommendations for Board Action

Mr. Alter stated that the District Lands Committee met and had the following recommendations.

6. A. 1. Consideration of ITB 14B-003; Chipola River 2014 Timber Sale

MOTIONED BY MR. ALTER, SECONDED BY MR. PATRONIS, THAT THE GOVERNING BOARD APPROVE THE BIDS SUBMITTED IN RESPONSE TO INVITATION TO BID 14B-003, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THIS TIMBER SALE WITH THE HIGH BIDDER, BALFOUR TIMBER COMPANY, AT THE BID PRICES OF \$18.50 PER TON FOR PINE PULPWOOD; \$18.50 PER TON FOR PINE

CHIP-N-SAW; \$36.50 PER TON FOR PINE SAW TIMBER; \$11.50 PER TON FOR HARDWOOD PULPWOOD. MOTION CARRIED.

7. A. Consent Business Agenda

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

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

7. B. Consideration of Renewal of Employee Health and Life Insurance

Ms. Whitten stated that the District's employee health coverage will expire on March 31, 2014. She informed the board that in order to maintain the same level of coverage for District employees the premiums will increase by 5.9 percent. Ms. Whitten further stated that in addition to health insurance, the District provides a \$25,000 life insurance policy for all employees in authorized positions. She explained that the rate on the life insurance is increasing by 1 cent per \$1,000 of coverage and the accidental death and dismemberment insurance will remain at the current rate.

Ms. Whitten stated that an upcoming requirement of the Affordable Care Act is to provide health insurance coverage to OPS staff working 30 hours or more per week. She indicated that we have 4 employees that will qualify and the District will pay the same contribution rate as the regular staff (87%).

Ms. Whitten voiced staff recommendation that the Governing Board approve the renewal of the District's current Employee Health and Life insurance policies for the year beginning April 1, 2014, and ending March 31, 2015, and allow qualified OPS staff to begin participation in the District provided health insurance plans.

MOTIONED BY MR. PATE, SECONDED BY MR. ALTER, THAT THE GOVERNING BOARD APPROVE THE RENEWAL OF THE DISTRICT'S CURRENT EMPLOYEE HEALTH AND LIFE INSURANCE POLICIES FOR THE YEAR BEGINNING APRIL 1, 2014, AND ENDING MARCH 31, 2015, AND ALLOW QUALIFIED OPS STAFF TO BEGIN PARTICIPATION IN THE DISTRICT PROVIDED HEALTH INSURANCE PLANS. MOTION CARRIED.

7. C. Consideration of Amendment to Grant Agreement with the City of Apalachicola for Construction of the Battery Park Basin Stormwater Improvement Project

Ms. Linda Chaisson gave a detailed summary regarding the Battery Park Stormwater Improvement Project. She stated that the District, state and federal agencies, and local governments have made extensive investments in implementing retrofit and restoration projects and in acquiring and protecting lands along both the river and the bay. She further stated that the proposed project will build upon these efforts, improving local conditions while also addressing state and regional watershed priorities.

Ms. Chaisson voiced staff recommendation that the Governing Board authorize the Executive Director to amend the Battery Park Stormwater Improvement Project Agreement with the City of Apalachicola to provide up to \$443,000 in grant funding for the construction of stormwater retrofit facilities and extend the Agreement Period.

MOTIONED BY MR. CLARK, SECONDED BY MR. SPRING, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO AMEND THE BATTERY PARK STORMWATER IMPROVEMENT PROJECT AGREEMENT WITH THE CITY OF APALACHICOLA TO PROVIDE UP

TO \$443,000 IN GRANT FUNDING FOR THE CONSTRUCTION OF STORMWATER RETROFIT FACILITIES AND EXTEND THE AGREEMENT PERIOD. MOTION CARRIED.

7. D. Consideration of Grant Agreement with the City of Callaway for Stormwater Retrofit Projects in the St. Andrew Bay Watershed

Mr. John Crowe gave a detailed overview of the proposed agreement with the City of Callaway. He informed the Board that the agreement will provide grant funding for installation of stormwater treatment systems that will reduce pollution and improve water quality in the St. Andrew Bay watershed.

Mr. Crowe stated that in 2005, the Florida Legislature allocated funding to the District for implementation of St. Andrew Bay Surface and Water Improvement and Management projects. He indicated that the Fiscal Year 2013-2014 budget includes \$3,937,300 for implementation of grant projects to protect and restore water quality and watershed resources in St. Andrew Bay.

Mr. Crowe voiced staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with the City of Callaway to provide up to \$705,218 in District grant funding for stormwater retrofit projects to improve water quality in the St. Andrew Bay watershed.

MOTIONED BY MR. CLARK, SECONDED BY MR. ANDREWS, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF CALLAWAY TO PROVIDE UP TO \$705,218 IN DISTRICT GRANT FUNDING FOR STORMWATER RETROFIT PROJECTS TO IMPROVE WATER QUALITY IN THE ST. ANDREW BAY WATERSHED. MOTION CARRIED.

7. E. Consideration of Grant Agreement with the City of Parker for Stormwater Retrofit Projects in the St. Andrew Bay Watershed

Mr. John Crowe gave a detailed overview of the proposed agreement with the City of Parker. He informed the Board that the agreement will provide grant funding for installation of stormwater treatment systems that will reduce pollution and improve water quality in the St. Andrew Bay watershed.

Mr. Crowe stated that in 2005, the Florida Legislature allocated funding to the District for implementation of St. Andrew Bay Surface and Water Improvement and Management projects. He indicated that the Fiscal Year 2013-2014 budget includes \$3,937,300 for implementation of grant projects to protect and restore water quality and watershed resources in St. Andrew Bay.

Mr. Crowe voiced staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with the City of Parker to provide up to \$1,013,476 in District grant funding for stormwater retrofit projects to improve water quality 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 THE CITY OF PARKER TO PROVIDE UP TO \$1,013,476 IN DISTRICT GRANT FUNDING FOR STORMWATER RETROFIT PROJECTS TO IMPROVE WATER QUALITY IN THE ST. ANDREW BAY WATERSHED. MOTION CARRIED.

7. F. Consideration of Grant Funding Awards for Local Water Supply Development Projects

Mr. Paul Thorpe stated that in July 2013, the Governing Board authorized staff to solicit competitive proposals for water supply development grants. He further stated that the Fiscal Year 2013-2014 budget dedicated \$10 million in funding to help communities across Northwest Florida meet local water supply challenges while also addressing regional priorities for water resource protection and management.

Mr. Thorpe informed the Board that the District announced the Water Supply Development Community Assistance Initiative on August 1, 2013. He reported that 81 applications were received requesting over \$40,500,000 in assistance. Mr. Thorpe gave a brief summary of the applications received from all 16 counties in the Panhandle and 59 local governments and utilities.

Mr. Thorpe voiced staff recommendation that the Governing Board approve the projects as described for grant funding totaling \$9,910,000 and authorize the Executive Director to enter into agreements with the listed applicants to provide funding not to exceed the amounts stated. He indicated that the majority of the projects listed serve financially disadvantaged communities, many of which are unable to match District grant funding. He stated that the grants for projects serving non-financially disadvantaged communities will not exceed 50 percent of the total project costs.

MOTIONED BY MR. CLARK, SECONDED BY MR. PATE THAT THE GOVERNING BOARD APPROVE THE PROJECTS AS DESCRIBED FOR GRANT FUNDING TOTALING \$9,910,000 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH THE LISTED APPLICANTS TO PROVIDE FUNDING NOT TO EXCEED THE AMOUNTS STATED. MOTION CARRIED.

7. G. Consideration of Staff Recommendations on Regional Water Supply Planning

Mr. Tony Countryman stated that Section 373.709, Florida Statutes, requires the District to conduct detailed water supply planning for any region where it is assessed that existing sources of water are not adequate to supply water for all existing and future reasonable-beneficial uses and to sustain the water resources and related natural systems for the planning period. He gave a brief overview of the 2013 Regional Water Supply Plan Update.

Mr. Countryman voiced staff recommendation that the Governing Board determine that the regional water supply plans for Region II (Santa Rosa, Okaloosa, and Walton counties) and Region III (Bay County) be continued; that the RWSP for Region V (Gulf and Franklin counties) be discontinued; and that no new RWSPs are required.

MOTIONED BY MR. PATE, SECONDED BY MR. COSTELLO THAT THE GOVERNING BOARD DETERMINE THAT THE REGIONAL WATER SUPPLY PLANS FOR REGION II (SANTA ROSA, OKALOOSA, AND WALTON COUNTIES) AND REGION III (BAY COUNTY) BE CONTINUED; THAT THE RWSP FOR REGION V (GULF AND FRANKLIN COUNTIES) BE DISCONTINUED; AND THAT NO NEW RWSPS ARE REQUIRED. MOTION CARRIED.

8. A. Public Hearing on Consideration of Regulatory Matters

Chair Roberts called the Public Hearing to order at 1:43 p.m., ET.

Mr. Michael Edgar presented the Consent Agenda, which included one temporary permit. 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. SPRING, SECONDED BY MR. PATRONIS, 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.

8. B. Public Hearing on Consideration of Land Acquisition Matters

Chair Roberts called the Public Hearing to order at 1:45 p.m., ET.

Consideration of Florida Forever 2014-Five-Year Work Plan for Land Acquisition

Ms. Carol Bert reminded the board that in 2005, the Legislature passed House Bill 727 which requires each water management district to present a consolidated water management district annual report by March 1 of each year. She explained that the Florida Forever Five-Year Work Plan is now part of the Consolidated Annual Report; however, Section 373.139, Florida Statutes, also requires that the District adopt, in a public hearing, a Five-Year Work Plan for land acquisition.

Ms. Bert stated that in this work plan the District certifies to the Florida Department of Environmental Protection that each property being purchased is consistent with the District's adopted Five-Year Work plan. She further stated that we are reporting that the District surplused two small tracts and acquired one small tract in calendar year 2013. Ms. Bert submitted the document for the official record and opened the floor for public comment. With no public comment, Ms. Bert voiced staff recommendation that the Governing Board approve the 2014 Florida Forever Five-Year Work Plan.

MOTIONED BY MR. SPRING, SECONDED BY MR. COSTELLO, THAT THE GOVERNING BOARD APPROVE THE 2014 FLORIDA FOREVER FIVE-YEAR WORK PLAN. MOTION CARRIED.

9. A. Region III Regional Water Supply Plan Update-Informational Item

Mr. Thorpe presented the Region III Regional Water Supply Update and informed the Board that the material was provided for informational purposes only.

10. Legal Counsel Report

Mr. Breck Brannen stated that he had no legal matters to discuss.

Meeting was adjourned at 1:52 p.m., ET.

_____	_____
Chair	March 13, 2014 Date
_____	_____
Executive Director	Agency Clerk

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PUBLIC HEARING FOR REGULATORY MATTERS
A G E N D A

District Headquarters
81 Water Management Drive
Havana, Florida 32333
10 Miles West of Tallahassee
U.S. Highway 90

Thursday
March 13, 2014
1:05 p.m., ET

Note: Appeal from any NFWFMD Final Agency Action 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 these meetings to make appropriate arrangements.

PART I — CONSENT AGENDA

• WATER USE PERMITS

A. Permit Modification & Renewals _____

A-1 Applicant: City of Marianna
 App. No.: I07446
 Location: Permit Area C, Jackson County
 Use: Public Supply
 Capacity: 3,600 gallons per minute
 Purpose: Applicant has applied for renewal and modification of
 Individual Water Use Permit No. 19830079 with a decrease
 in the permitted withdrawal amounts.
 Facilities: Same as Current Permit
 Withdrawal Amounts Gallons:

	Permitted	Recommended
Annual Average Daily	1,600,000	1,270,000
Maximum Daily	2,600,000	2,220,000
Maximum Monthly	54,200,000	44,800,000

 Duration Recommended: 20 Years
 Staff Recommendation: Approval
 Public Comment Received: No

TAP/tp

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

STAFF REPORT

TO: Governing Board

FROM: Regulatory Division

DATE: February 13, 2014

SUBJECT: Request for Modification and Renewal of Individual Water Use Permit No. 19830079
Individual Water Use Permit Application No. I07446

Applicant: City of Marianna

Location: Jackson County, Permit Area C
Sections 3 and 18; Township 4 North; Range 10 West
Sections 32 and 33; Township 5 North; Range 10 West

Use: Public Supply

Water Source: Floridan aquifer

Withdrawal Facilities:

Well Number	Florida Unique ID	Diameter (in.)	Total Depth (ft.)	Cased Depth (ft.)	Capacity (gpm)	Status
CM #1	AAA8682	10	309	200	500	Existing
CM #4A	AAA8681	16	350	140	700	Existing
CM #5	AAA8680	16	322	106	1,400	Existing
CM #6	AAA9974	16	331	176	1,000	Existing

Capacity: 3,600 gallons per minute; 5,184,000 gallons per day

Withdrawal Information:

Water Use Totals	Permitted	Use*	Requested	Recommended
Average Day (gpd)	1,600,000	927,608	1,270,000	1,270,000
Maximum Day (gpd)	2,600,000	1,627,000	2,220,000	2,220,000
Maximum Month (gal)	54,200,000	32,431,000	44,800,000	44,800,000

*2013 Use

Staff Evaluation:

The City of Marianna (Marianna) is requesting modification and renewal of Individual Water Use Permit (IWUP) No. 19830079 with a decrease in average daily, maximum daily and maximum monthly rates. Marianna withdraws water from the Floridan aquifer to serve residential and commercial customers. Marianna has complied with the conditions of the permit with the exception of consistently having unaccounted water losses greater than 10%.

Staff previously recommended withdrawal amounts based on a 4% annual population growth rate for the City of Marianna. The population growth previously estimated by staff did not occur during the duration of the permit and the current annual population growth rate estimate by the Bureau of Economic and Business Research (BEBR) for Jackson County is 0.8%. Staff recommended amounts for the current application reflect the 0.8% annual growth rate estimated by BEBR for Jackson County and Marianna's 10 year average use projected for 20 years. The recommended withdrawal amounts are considered reasonable and adequate to meet Marianna's water use demand for the recommended 20 year permit duration.

Marianna's gross per capita water use of 102 gallons per day is marginally higher than the District's water use efficiency goal of 100 gallons per day or less. Marianna's unaccounted water loss was approximately 21% in 2013. This does not meet the District's water use efficiency goal of 10 percent or less. To improve water efficiency, the proposed permit includes a requirement to implement water loss reduction measures and phased-in water loss reduction goals.

Staff used the program DRAWDOWN to analyze potential impacts to the Floridan aquifer resulting from long-term withdrawal of the recommended average daily rate. Drawdowns of approximately 2.9 feet and 2.8 feet were simulated at a distance of one-half mile and one mile, respectively, from the center of pumping. The simulated drawdowns are not anticipated to cause harm to water resources or existing legal users.

Conclusions and Staff Recommendations:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public interest, and will not harm the water resources of the area or interfere with existing legal users. This determination has been made according to provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

Staff recommends that the applicant be granted an Individual Water Use Permit (IWUP) for an annual average daily withdrawal of 1,270,000 gallons per day, a maximum daily withdrawal of 2,220,000 gallons, and a maximum monthly withdrawal of 44,800,000 gallons. Staff also recommends that the permit's expiration date be April 1, 2034, and that the permit be conditioned as per the "General Terms and Standard Conditions" of the permit document (NFWFMD Form No. A2-E) and the following Specific Conditions:

1. The Permittee shall include the Individual Water Use Permit number and shall reference each well by its Florida Unique Identification (e.g., AAA8682 for CM #1) on all submittals when corresponding with the District.
2. The Permittee shall maintain a calibrated, in-line, totalizing flow meter at each well head to accurately report water use. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, by July 31, 2021, July 31, 2028, and at the time of requesting a permit modification or renewal, shall submit documentation of the flow meter calibration and accuracy rating to the District.
3. The Permittee shall record the data required on Water Use Summary Reporting Form NFWFMD A2-I for each production well, and monthly quantities of water provided to or received from any utilities. The Permittee, by January 31 of each year, shall submit the report to the District for the preceding year's water use, even if no water is used. The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nwfwmd.state.fl.us. The report for the year 2014 is due by January 31, 2015.

4. The Permittee shall enhance its Water Conservation and Efficiency Program to achieve the goals listed below. The Permittee, by March 31 of each year, shall report to the District its performance regarding each element of the Water Conservation and Efficiency Program during the previous calendar year.
 - a) Achieve and maintain the following phased-in water loss reduction goals: Total and real water losses less than or equal to 18 percent of the distribution system input by year 2016, less than or equal to 16 percent of system input by 2018, less than or equal to 14 percent of system input by 2020, less than or equal to 12 percent of system input by 2022, and less than or equal to 10 percent thereafter, unless the Permittee demonstrates using American Water Works Association (AWWA) methods that a higher loss rate is appropriate for the distribution system. The Permittee shall report water loss amounts for the previous calendar year using the AWWA methodology or other District-approved methods. To achieve the water loss reduction goals, the Permittee shall implement water loss reduction measures such as leak detection surveys, meter calibration/replacement, or other measures to reduce water losses. The Permittee shall provide an explanation for water losses each year, compare estimated water losses to the above goals, and describe the water loss reduction measures implemented during the previous year.
 - b) Maintain average residential per capita daily water use of 100 gallons or less. The residential per capita water use shall be calculated as the amount of water used by residential dwelling units divided by the residential population served. The residential population served can be estimated as the number of residential dwelling units served multiplied by the average persons per household derived from US Census data. Adjustments to account for seasonal or tourist populations can be made, if adequately documented. The Permittee shall report a summary description of status regarding the per capita use goal.
 - c) Implement a public education and information campaign to promote water conservation and efficiency. The campaign shall consist of activities such as informative billing, periodic mail-outs to customers, website announcements, newspaper notices, etc. Public education and information efforts shall be implemented at least annually. The Permittee shall provide a description of the public education and information campaign.
5. The Permittee, by March 31 of each year, shall report to the District the following information for the previous calendar year:

a)

Use Type	Number of Metered Connections	Annual Average Water Use (gallons per day)
1. Residential (also complete table below)		
2. Commercial and Industrial Uses		
3. Agricultural Uses		
4. Non-Residential Recreational/Aesthetic Uses		
5. Water Sold/Transferred to Other Utilities		
6. Institutional Uses (schools, hospitals, etc.)		
7. Fire and Other Accounted Uses		
8. Other _____ (describe)		
TOTAL (Add items 1 through 8)		

b)

Residential Water Service Category	Number of Metered Connections	Number of Dwelling Units	Population Served (if available)	Annual Average Metered Use (gallons per day)
1. Single Family Dwelling Units				
2. Multiple Family Dwelling Units				
3. Mobile Home Dwelling Units				
TOTAL (Add items 1 through 3)				

For water purchases, sold or transferred to/from other utilities – provide the name of each utility, the type of transaction and the amount of water transferred for each year.

6. The Permittee, prior to March 31, 2018, shall evaluate and submit to the District the feasibility of providing reclaimed water within its service area to users that would provide for a direct reduction in groundwater withdrawals. The investigation shall be sufficiently detailed to document the findings of the determination. If determined feasible, Marianna shall provide an implementation schedule for supplying the reclaimed water.
7. The Permittee, by January 31, 2018, January 31, 2023, January 31, 2028, and at the time of permit renewal or modification shall provide a current service area map showing areas where service is actually provided as well as the overall franchise or potential service area allocated to the utility by the county, Public Service Commission or other authorizing entity. The Permittee shall submit the map in digital format compatible with ESRI Geographic Information System (GIS), if available.
8. The Permittee, by March 31 of each year, shall submit to the District a copy of its current rate structure. The Permittee shall consider revising its rate structure periodically to further promote water use efficiency.
9. The Permittee shall mitigate impacts that interfere with existing legal users of Floridan aquifer groundwater. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall undertake the required mitigation. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made and any mitigation action undertaken.

PERMIT MAILOUT ENCLOSURES: WATER USE SUMMARY REPORTING FORM A2-I
FLORIDA FRIENDLY LANDSCAPE BROCHURE
CONSERVATION PAMPHLETS

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

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

**Thursday
March 13, 2014
1:10 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.

7. B. Consideration of Final Order Approving the Regional Water Supply Plan Update for Region III, Bay County

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

FROM: Resource Management Division

DATE: February 25, 2014

SUBJECT: Consideration of Final Order Approving the Regional Water Supply Plan Update for Region III, Bay County

Recommendation

Staff recommends that the Governing Board issue the proposed Final Order approving the 2014 Regional Water Supply Plan Update for Region III, inclusive of Exhibit A (Regional Water Supply Plan Update) and Exhibit B (Notice of Rights).

Discussion:

Section 373.709, Florida Statutes (F.S.), requires that water supply planning be conducted for any water supply planning region where existing sources of water are not adequate over a 20-year planning horizon to supply water for all existing and future reasonable-beneficial uses and to sustain the water resources and related natural systems for the planning period.

The recently approved recommendations of the 2013 Districtwide Water Supply Assessment included continuing regional water supply planning for Region III, which consists solely of Bay County. The main resource concern identified in Region III is the potential for a major storm surge to cause saltwater intrusion into Deer Point Lake Reservoir, the primary public water supply source for the county. Pursuant to this recommendation, District staff have updated the 2008 Region III Regional Water Supply Plan (RWSP). A draft of this update was provided to the Board in February 2014.

The draft 2014 RWSP update extends the planning horizon to 2035, including population and water demand projections. Additionally, the plan includes updated water resource development and water supply development components. The water resource development projects are generally consistent with those within the original Region III RWSP, and include hydrologic and water quality data collection and analysis, water reuse funding and technical assistance, water conservation funding and technical assistance, and regional water supply planning and coordination. The plan also recognizes the importance of management of District lands within the Econfina Creek Water Management Area for recharge and water quality protection.

The water supply development component has been revised to identify development of an upstream surface water intake near the mouth of Econfina Creek as the primary recommended alternative water supply development project. The intake structure will be located remote from

the impoundment structure on Deer Point Lake Reservoir and its exposure to potential impacts from storm surge events in North Bay. The project will include construction of the surface water intake, pump station, and pipeline with a capacity to deliver approximately thirty million gallons per day (30 mgd) of raw water to the Bay County Water Treatment Plant.

The RWSP also includes other recommended water supply development projects, including water reuse facilities, utility interconnections and infrastructure enhancements, and water conservation projects that result in quantifiable water savings.

Funding for alternative water supply development projects is typically provided by local governments and utilities. The District may provide assistance with funding from the Water Protection and Sustainability Program Trust Fund. District funding for water resource development projects may be provided from the Water Management Lands Trust Fund, among other sources. Approval of this RWSP update makes the projects and activities listed eligible for funding, as available, if approved by the Governing Board. However, the plan is not self-executing and thus does not include funding obligations or commitments. Actual funding of capital improvement projects or District activities require separate Governing Board actions, such as through the adopted budget and individual consideration of contracts and grant agreements.

The RWSP, in addition to providing long-range guidance for District activities, is a resource used by local governments, and utilities. It provides information related to resource conditions and water demand projections that is directly applicable to facility plans, capital improvement plans, and local comprehensive plans.

The draft Region III RWSP update was presented for the public, local governments and utilities at two workshops on February 12, 2014, and made available on the District's website at www.nwfwmd.state.fl.us/rmd/water_supply_planning/region_III_wsp.html. Information was specifically provided at the workshops to solicit public input concerning projects eligible for funding and inclusion in the plan. Limited comments on the draft plan were received, and these are addressed in the final document. The revisions included providing additional detail on regional growth and development. Emphasis on intergovernmental coordination was also added, as was text noting that local governments and utilities may propose additional alternative and traditional water supply development projects for further consideration.

Following Governing Board action, staff will continue to work with local governments and utilities, as well as other regional stakeholders, and on occasion will report on progress in the region to meet future water supply demands.

Attachments:

- (1) Proposed Final Order Approving the 2014 Regional Water Supply Plan Update for Region III
- (2) Exhibit A to Final Order, 2014 Regional Water Supply Plan Update: Region III, Bay County, Florida
- (3) Exhibit B to Final Order, Notice of Rights

Attachment 1

Proposed Final Order Approving the 2014 Regional Water Supply Plan Update for
Region III

BEFORE THE GOVERNING BOARD OF THE
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Order No.: 14-002

IN THE MATTER OF:

Approval of the 2014
Region III Regional Water
Supply Plan Update

**FINAL ORDER APPROVING THE
2014 REGIONAL WATER SUPPLY PLAN UPDATE FOR REGION III**

The Governing Board of the Northwest Florida Water Management District (District), after considering recommendations of District staff and being otherwise fully apprised of the matter, issues this Final Order pursuant to sections 373.036, 373.083, and 373.709, Florida Statutes (F.S.), based on the following Findings of Fact and Ultimate Facts and Conclusions of Law.

FINDINGS OF FACT

1. Region III is one of seven water supply planning areas in the Northwest Florida Water Management District. The planning area covers approximately 759 square miles and encompasses the entirety of Bay County.
2. The traditional water supply source in Bay County is groundwater. In the coastal portion of the county where population and industry was concentrated, historic levels of production from the Floridan aquifer were not sustainable. This led to the development of the freshwater reservoir in the upper portion of North Bay in the 1960s, known as Deer Point Lake Reservoir.
3. Deer Point Lake Reservoir was created by impounding the north portion of North Bay in St. Andrew Bay with an earthen dam. The reservoir is fed by several streams, the largest being

Econfina, Bear, Bayou George, and Big Cedar creeks. The reservoir and its tributaries are classified as Class I waters of the state for potable water supply.

4. The source for most water currently used in Region III is surface water from Deer Point Lake Reservoir, which is designated as an alternative water supply source. Bay County Utility Services supplies water from the reservoir to retail customers and consecutive utilities.
5. Econfina Creek is the major tributary to Deer Point Lake Reservoir and is estimated to contribute between 60 to 80 percent of the average annual inflow to the lake. There are numerous springs on Econfina Creek that contribute groundwater from the Floridan aquifer to stream flow.
6. In 2008, the District conducted a Water Supply Assessment (WSA) which concluded that, while the surface water source was sufficient to meet projected demands through 2030, regional water supply planning was needed to address the vulnerability of the reservoir to the introduction of salt water from major storm surge events. The District's Governing Board approved the first Region III Regional Water Supply Plan (RWSP) in 2008. The WSA was updated in 2013, forecasting demand through 2035. Again, the quantity of water supply was deemed sufficient, but vulnerability of the reservoir remained. The Governing Board therefore approved the staff recommendation to continue regional water supply planning for Region III.
7. The purpose of this effort is to update the Region III RWSP to meet the water supply and associated water and related resource protection requirements of Chapter 373, F.S.
8. The 2014 RWSP Update includes five water resource development projects and four water supply development projects. The primary water supply development project addresses source reliability through development of an upstream intake for surface water supply that

would be within the lower portion of Econfina Creek or its vicinity and remote from storm surge impacts. Other projects seek to address resource sustainability through protection of water recharge, data collection and analysis, water reuse, and improved water use efficiency; address system reliability through utility interconnects; and, allow for agency coordination.

9. Development of the 2014 RWSP Update occurred in an open process actively seeking input from the public; local planning officials; water, wastewater, and reuse utilities; the Florida Department of Environmental Protection; the Florida Department of Agriculture and Consumer Services; and other affected and interested parties.
10. Two workshops were held in the planning area for the public, local governments, utilities, and other interested parties on February 12, 2014, to provide an opportunity for interested parties to ask questions and provide comments and recommendations.
11. The 2014 RWSP Update is not a self-executing document. Implementation of the plan will occur through future Governing Board actions, including contracts, research, budgetary appropriations, cost-sharing arrangements, permitting, local agreements, intergovernmental coordination, and study efforts. When such final decisions are made, affected persons will be offered appropriate public input opportunities and rights.
12. The 2014 RWSP Update, Program Development Series 14-01, is attached to this Order as Exhibit A. Staff advised the Governing Board that interested parties may provide staff with outstanding, minor comments associated with the 2014 RWSP Update. The Governing Board directs staff to address such minor comments prior to rendition of this Order.
13. Further, this planning document may be updated as appropriate in light of new technical information and analysis. Such updates are required to occur at no longer than five-year intervals.

CONCLUSIONS OF LAW

14. The governing boards of water management districts are authorized to undertake regional water supply planning efforts under section 373.709, F.S. (2013). This includes the updating of existing plans, such as the Region III RWSP.
15. Section 373.709, F.S., establishes a framework for the RWSP's scope, analysis, implementation, and process. *Id.* RWSPs must be based on at least a twenty-year planning period. *Id.*
16. The Florida Department of Environmental Protection (FDEP) requires water management districts to include intermediate water use projections for each five-year interval. Rule 62-40.531(1)(a), Florida Administrative Code (F.A.C). FDEP also requires water management districts to update each RWSP every five years. Rule 62-40.531(8), F.A.C.
17. Specific water resource development and water supply development projects must be included in RWSPs. Section 373.709, F.S. (2013).
18. The Governing Board concludes that the 2014 RWSP Update meets the requirements of section 373.709, F.S., and Rule 62-40.531, F.A.C.
19. Section 373.709(5), F.S., establishes the opportunity for administrative review of District approval of an RWSP. This provision states:

Governing board approval of a regional water supply plan shall not be subject to the rulemaking requirements of Chapter 120. However, any portion of an approved regional water supply plan which affects the substantial interests of a party shall be subject to s. 120.569.
20. Section 120.569, F.S., details the legal provisions that apply in all proceedings in which the substantial interests of a party are determined by an agency. The Notice of Rights describes the potential remedies which may exist and is attached hereto as Exhibit B.

21. The Notice of Rights shall not cover actions taken by the Governing Board in the future to implement the 2014 RWSP Update. When implementing action is taken, the Governing Board shall offer an appropriate point of entry to substantially affected parties. To the extent the 2014 RWSP Update, or anything in the 2014 RWSP Update, is relied upon to support a future Governing Board action, a challenge to the implementation action may also challenge the supporting material contained in the RWSP.
22. The 2014 RWSP Update may be updated or amended as new technical information and analysis becomes available. Such updates shall occur in accordance with section 373.709, F.S., at intervals no longer than five years from the date of entry of this order.
23. The Governing Board authorizes staff to make minor changes to the 2014 RWSP Update in response to stakeholder comments submitted to staff that do not alter the substance of the 2014 RWSP Update.

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby

ORDERED:

24. The 2014 Region III RWSP Update is hereby approved in accordance with section 373.709, F.S.
25. District staff is authorized to make minor changes to the 2014 RWSP Update that do not alter the substance of the 2014 RWSP Update in response to stakeholder comments submitted to staff. Such changes must occur no later than 30 days after the March 13, 2014, Governing Board meeting.
26. District staff is authorized to distribute notice of this Order by certified mail, regular mail, and/or electronic mail to persons who have participated in the plan development process and

those entities identified as appropriate for implementing water supply development projects.

Notice shall also be published in the Florida Administrative Register and newspapers of general circulation within the planning region.

DONE AND SO ORDERED in Havana, Florida on this ____ day of March, 2014.

NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
By its Governing Board

Jon Steverson
Executive Director

Attest:

Legal Form Approved:

District Clerk/Assistant Secretary
March __, 2014

J. Breck Brannen, Esq.

Attachment 2

Exhibit A to Final Order, 2014 Regional Water Supply Plan Update: Region III,
Bay County, Florida

(Separately Bound)

Attachment 3

Exhibit B to Final Order, Notice of Rights



NOTICE OF RIGHTS

Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nwfwmd.state.fl.us



The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the District's action may petition for an administrative hearing in accordance with the requirements of section [28-106.201](#), Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section [120.573](#), Florida Statutes (F.S.). Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700, within 21 days of notice of final District action. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section [120.57](#), F.S. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section [120.68](#), F.S. Review under section [120.68](#), F.S., is initiated by filing a Notice of Appeal or Petition for Review in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure [9.110](#) and filing a second copy with the District's Agency Clerk within 30 days after entry of the order being appealed.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

- (1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

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

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

**Thursday
March 13, 2014
1:15 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.

7. C. Consideration of Contract for Sale and Purchase of the 38-Acre Surplus Tract off Highway 181-C; Choctawhatchee River WMA

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: February 26, 2014

SUBJECT: Consideration of Contract for Sale and Purchase of the 38-Acre Surplus Tract
off Highway 181-C; Choctawhatchee River WMA

Recommendation:

Staff recommends approval of the Contract for Sale and Purchase for the sale of the 38-acre surplus tract off Highway 181-C in Walton County, Florida for \$30,925 to Mr. Jamie Sweet, 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, if any.

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 as well as advertised in four area newspapers. By 2:00 p.m. ET on September 4, 2013, the District received one sealed bid for the sale of this 38-acre surplus tract off Highway 181-C in Walton County, Florida. The District's asking price for this tract was \$31,350. The District received one sealed bid for this tract from Mr. Linard Edwards for \$15,010. This bid did not meet the District's appraised value and therefore the bid was not accepted.

On January 27, 2014, staff received a written offer from Mr. Jamie Sweet for \$30,925. With the attached Contract for Sale and Purchase, staff proposes to sell the 38-acre tract located off Highway 181-C in Walton County to Mr. Jamie Sweet for \$30,925. The parcel is an isolated tract located north of Highway 181-C and does not have legal access. Disposition of this tract will eliminate an isolated tract which does not have legal access as well as eliminate a management liability for the District. The District clearcut the pine timber from this tract and received a total of \$54,003.44 in timber revenue.

Purchase Price. The purchase price for the sale of this tract is \$30,925.

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.

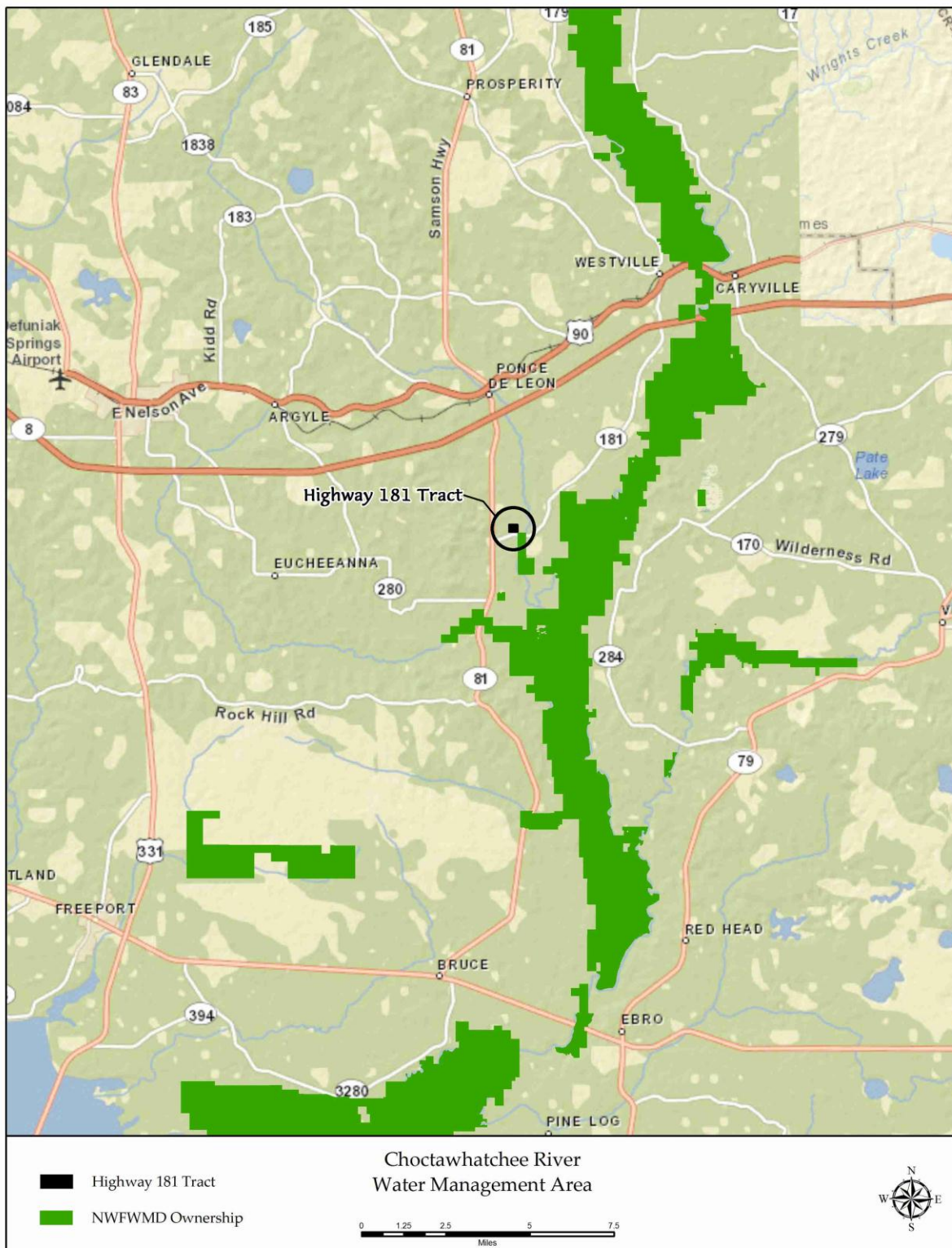
Boundary Map and Acreage Certification. According to the District's boundary map and acreage certification, this tract is approximately 38 acres. Per the attached contract, the District will not survey this tract prior to its sale; however, the Purchaser has the option to do so at his expense.

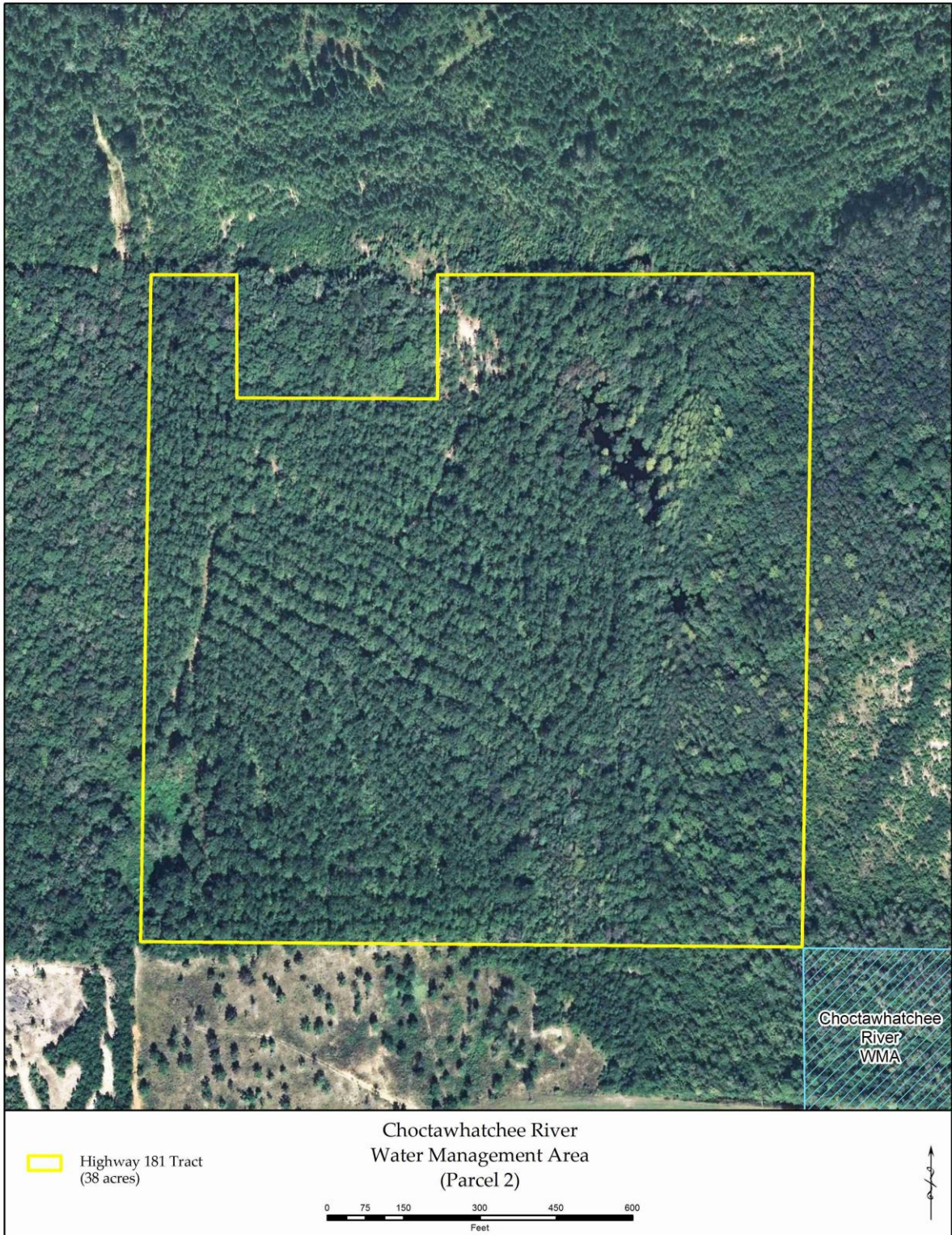
Closing Documents, Expenses, Taxes and Assessments. The closing will take place on or before May 30, 2014. The District will be responsible for submitting a Deed of Conveyance to a Private Entity. The Purchaser will pay documentary stamp taxes associated with the conveyance, the cost to record the deed, 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 Florida Department of Environmental Protection (DEP) that there have not been any oil and gas discoveries in Walton County. Any mining for limestone or gravel would be minimal in Walton County and would be considered a low value mineral.

/cb

Attachment(s)





CONTRACT FOR SALE AND PURCHASE
(to Private Entity)

THIS CONTRACT FOR SALE AND PURCHASE ("Contract"), is made this ____ day of _____, 2014, between **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, Florida 32333, referred to herein as "**District**", and **JAMIE D. SWEET**, whose address is 4907 Mittie Lane, Panama City, Florida 32404, 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 Thousand Nine Hundred Twenty Five and no/100 Dollars (\$30,925.00). 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 May 30, 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 May 30, 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: Jamie D. Sweet
4907 Mittie Lane
Panama City, Florida 32404

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 attorney's 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:

Jamie D. Sweet

DISTRICT:

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

By: _____
Print Name: George Roberts
Its: Chairman

EXHIBIT A

Legal Description

A parcel of land lying in Section 15, Township 3 North, Range 17 West, Walton County, Florida; and being more particularly described as follows:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ less and except the following described parcel beginning on the East line of Geneva Mill Company's railroad where the railroad crosses the North line of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$, run thence East 140 yards (420 feet), thence South 70 yards (210 feet) thence West 140 yards (420 feet) to the East line of the railroad, thence run northwesterly 70 yards (210 feet) to the point of beginning.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2014

Balance Forward - Operating Funds	\$71,555,367.12
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Operating Funds Received in current month:

Revenue Receipts, Current	\$363,745.34	
Contracts Receivable	42,358.20	
Other Deposits/Refunds/Adjustments	28,906.61	
Transfers from Lands Accounts	0.00	
Total Deposits during month	435,010.15	

Total Deposits and Balance Forward	\$ 71,990,377.27
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Disbursements:

Employee Salaries	412,741.43	
Employee Benefits	264,519.16	
Employee Flexible Spending Account	0.00	
Contractual Services (Professional)	255,395.34	
Operating Expenses - Services	88,427.22	
Operating Expenses - Commodities	32,392.37	
Operating Capital Outlay	27,466.89	
Grants and Aids	0.00	
Total Operating Expenses during month	1,080,942.41	
Payables, Prior Year	0.00	
Other Disbursements or (Credits)	16,983.26	
Total Funds Disbursed by check during month	1,097,925.67	
Bank Debits (Fees, Deposit Slips, etc.)	25.95	
Transfer to Land Acquisition Account	0.00	
Total Funds Disbursed	1,097,951.62	

Cash Balance Operating Funds at month end	\$ 70,892,425.65
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Operating Depositories:

Petty Cash Fund	250.25
Bank of America:	
General Fund Checking @ 0.2%	766,347.31
Payroll Account @ 0.0%	6,906.83
Pensacola Account	0.00
Investment Accounts:	
Fla. Board of Administration @0.15%	
General Fund	32,170,340.91
Lands Fee Fund	8,897,462.92
SWIM Fund	5,530,227.06
ETDM	2,534.55
Water Prot. & Sust. TF	5,458,590.82
Mitigation Fund	17,717,283.92
Fund B Deposits Frozen by SBA	342,481.08

Total Operating Depositories at month end	\$ 70,892,425.65
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NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Financial Report
Summary Statement of Receipts, Disbursements & Cash Balances
For Month Ending January 31, 2014

Land Acquisition Funds:

Fla. Board of Administration @ 0.15%	\$ 641,568.21	
Fund B Deposits Frozen by SBA	<u>19,590.13</u>	
Total Land Acquisition Funds		661,158.34

Restricted Land Management Funds:

Fla. Board of Administration Phipps Land Management Account @ 0.15%	204,381.11	
Fund B Deposits Frozen by SBA	<u>2,452.36</u>	
Total Restricted Land Management Funds		<u>206,833.47</u>

Total Land Acquisition, and Restricted Management Funds		<u>867,991.81</u>
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TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END		<u><u>\$ 71,760,417.46</u></u>
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Approved: _____
Chairman or Executive Director

Date: March 13, 2014

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending January 31, 2014
(Unaudited)

Sources	Current Budget	Actuals Through 1/31/2014	Variance (under)/Over Budget	Actuals As A % of Budget
Ad Valorem Property Taxes	\$ 3,329,001	\$ 2,451,313	\$ (877,688)	74%
Intergovernmental Revenues	25,145,216	1,146,138	(23,999,078)	5%
Interest on Invested Funds	130,830	37,329	(93,501)	29%
License and Permit Fees	350,250	87,060	(263,190)	25%
Other	2,323,050	237,106	(2,085,944)	10%
Fund Balance	55,592,515		(55,592,515)	0%
Total Sources	\$ 86,870,862	\$ 3,958,946	\$ (82,911,916)	5%

Uses	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Water Resources Planning and Monitoring	\$ 5,992,550	\$ 864,078	\$ 33,217	\$ 5,095,255	14%	15%
Acquisition, Restoration and Public Works	31,444,446	531,599	148,656	30,764,190	2%	2%
Operation and Maintenance of Lands and Works	3,595,133	713,004	125,096	2,757,033	20%	23%
Regulation	4,007,832	1,030,038	169,538	2,808,256	26%	30%
Outreach	168,044	45,544	-	122,500	27%	27%
Management and Administration	2,693,100	716,045	166,293	1,810,762	27%	33%
Total Uses	\$ 47,901,105	\$ 3,900,309	\$ 642,800	\$ 43,357,996	8%	9%
Reserves	38,969,757			38,969,757	0%	0%
Total Uses and Reserves	\$ 86,870,862	\$ 3,900,309	\$ 642,800	\$ 82,327,753	4%	5%

¹ Encumbrances represent unexpended balances of open purchase orders.

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

GENERAL FUND

JANUARY 2014

CHECKS	1/2/2014	157,349.11
AP EFT CHECKS	1/3/2014	2,713.82
CHECKS	1/8/2014	52,295.83
AP EFT CHECKS	1/10/2014	300.00
CHECKS	1/16/2014	76,910.02
AP EFT CHECKS	1/17/2014	437.99
CHECKS	1/23/2014	166,031.05
AP EFT CHECKS	1/24/2014	272.00
CHECKS	1/30/2014	176,800.08
EFT CHECKS	1/31/2014	386.80
RETIREMENT EFT		49,889.83

\$ 683,386.53

Chairman or Executive Director

March 13, 2014
Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4832	ASSURANT EMPLOYEE BENEFITS	4,056.67	01/02/2014	EMPLOYEE DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	159.30	01/02/2014	PREPAID DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	688.75	01/02/2014	LIFE INSURANCE
4833	ASSURANT EMPLOYEE BENEFITS	1,275.46	01/02/2014	EMPLOYEE LTD
95	AT&T	308.56	01/02/2014	EFO PHONE
13	BEN MEADOWS COMPANY, INC.	108.00	01/02/2014	MONITORING FIELD SUPPLIES
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	592.58	01/02/2014	RETIREE INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	43,194.82	01/02/2014	EMPLOYEE INSURANCE
5108	ERNEST BRYANT WELL DRILLING, LLC	50.00	01/02/2014	REFUND OVERPAYMENT ON PERMIT F
4845	CALHOUN COUNTY SHERIFF'S OFFICE	696.16	01/02/2014	CALHOUN CO SHERIFF-LAW ENFCMT/
1617	CAPITAL HEALTH PLAN	64,576.32	01/02/2014	EMPLOYEE INSURANCE
4309	CHAVERS MACHINE SHOP, INC	450.00	01/02/2014	LOW BOY TRAILER REPAIR
3524	CITY OF CRESTVIEW	40.85	01/02/2014	CRESTVIEW UTILITIES
3424	DURRA-QUICK-PRINT INC.	15.00	01/02/2014	BUSINESS CARDS P ZARZA
3424	DURRA-QUICK-PRINT INC.	15.00	01/02/2014	BUSINESS CARDS KEN GREENWOOD
2453	ESCAMBIA COUNTY PROPERTY APPRAISER	3,212.00	01/02/2014	2ND QTR PAYMENT
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	9,526.29	01/02/2014	NOVEMBER FUEL
3710	FLORIDA DEPT OF STATE	2,687.55	01/02/2014	40A-2 RULE AMENDMENTS
24	FLORIDA PUBLIC UTILITIES COMPANY	482.86	01/02/2014	MFO ELEC
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	42.56	01/02/2014	LEGAL/FAR AD GB MEETING DECEMB
839	FORESTRY SUPPLIES, INC.	560.14	01/02/2014	FIELD SUPPLIES
4042	GGI, LLC, DBA GENESIS GROUP	7,804.63	01/02/2014	06-068 TASK 14
4042	GGI, LLC, DBA GENESIS GROUP	1,874.80	01/02/2014	06-068 TASK 11
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	60.00	01/02/2014	MONITORING FOR CRESTVIEW
3282	W.W. GRAINGER, INC.	109.96	01/02/2014	FITTINGS FOR WATER TANK, COMPR
3282	W.W. GRAINGER, INC.	120.80	01/02/2014	ZIPLOC BAGS FOR SAMPLE STORAGE
3282	W.W. GRAINGER, INC.	909.15	01/02/2014	STORAGE CONTAINER FOR DEIONIZE
3282	W.W. GRAINGER, INC.	247.14	01/02/2014	ELECTRICAL CONNECTORS
3942	A & W VENTURES, L.C.	151.34	01/02/2014	PORTABLE TOILET FOR PHIPPS PAR
3266	LOWE'S COMPANIES INC.	83.44	01/02/2014	SHOP TOWELS
3266	LOWE'S COMPANIES INC.	347.30	01/02/2014	RENOVATION - SWIM BUILDING
3266	LOWE'S COMPANIES INC.	163.52	01/02/2014	GENERAL SUPPLIES
1205	OFFICE DEPOT, INC.	(56.00)	01/02/2014	4 CHAIRS FOR DIVISION DIRECTOR
1205	OFFICE DEPOT, INC.	335.96	01/02/2014	4 CHAIRS FOR DIVISION DIRECTOR
4854	PANHANDLE STUMP & TREE SERVICE, INC.	1,875.00	01/02/2014	HAZARDOUS TREE REMOVAL
3813	PENNINGTON, P.A.	7,157.50	01/02/2014	LEGAL FEES
4943	RENTAL, LLC	259.35	01/02/2014	VIBRATORY PLATE COMPACTOR RENT
4799	STAPLES CONTRACT & COMMERCIAL, INC.	17.71	01/02/2014	OFFICE SUPPLIES - DOCUMENT STA
4799	STAPLES CONTRACT & COMMERCIAL, INC.	17.71	01/02/2014	OFFICE SUPPLIES - DOCUMENT STA
4799	STAPLES CONTRACT & COMMERCIAL, INC.	12.67	01/02/2014	OFFICE SUPPLIES - DOCUMENT STA

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4799	STAPLES CONTRACT & COMMERCIAL, INC.	12.67	01/02/2014	OFFICE SUPPLIES - DOCUMENT STA
4799	STAPLES CONTRACT & COMMERCIAL, INC.	276.00	01/02/2014	DIVISION DIRECTOR'S CONFERENCE
4289	TRI STATE EMPLOYMENT SERVICE, INC.	275.00	01/02/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	295.63	01/02/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	488.13	01/02/2014	TEMP SERVICES
424	WALTON COUNTY TAX COLLECTOR	2.12	01/02/2014	REFUND OF TAXES
1305	WASTE MANAGEMENT - LEON COUNTY, INC	54.31	01/02/2014	MFO SOLID WASTE
5015	WESTON TRAWICK, INC.	1,714.40	01/02/2014	RENOVATION-ELECTRICAL
TOTAL CHECKS		157,349.11		
4966	DAVID REED CHERRY	189.71	01/03/2014	EMPLOYEE TRAVEL
3080	STEVEN COSTA	187.51	01/03/2014	EMPLOYEE TRAVEL
3405	JOHN B. CROWE	1,737.81	01/03/2014	TUITION REIMBURSEMENT
4961	PETER FOLLAND	250.00	01/03/2014	EMPLOYEE TRAVEL
3823	KENNETH ANDREW ROACH	348.79	01/03/2014	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		2,713.82		
TOTAL AP		160,062.93		

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

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4812	ALL AMERICAN RENTALS, INC.	140.00	01/08/2014	PORTABLE TOILETS
4812	ALL AMERICAN RENTALS, INC.	140.00	01/08/2014	PORTABLE TOILETS
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	01/08/2014	RETIREE MEDICARE
735	CARLTON APPRAISAL COMPANY	424.00	01/08/2014	APPRAISAL UPDATE
3269	CDW GOVERNMENT, INC.	60.88	01/08/2014	WIRELESS ROUTERS, DVD MEDIA
45	DMS	7,472.37	01/08/2014	ETHERNET FRAME ALL LOCATIONS
45	DMS	5.76	01/08/2014	LONG DISTANCE MFO MILTON CARR
45	DMS	70.12	01/08/2014	MILTON CHARGES
4748	EAST MILTON WATER SYSTEM	11.09	01/08/2014	MILTON H2O
4855	ENVIRON SERVICES INCORPORATED	275.00	01/08/2014	JANITORIAL SERVICE
4855	ENVIRON SERVICES INCORPORATED	275.00	01/08/2014	JANITORIAL SERVICE
4273	ROBERT T. MIXON	287.18	01/08/2014	FIRE BOOTS FOR NEW EMPLOYEES
839	FORESTRY SUPPLIERS, INC.	368.14	01/08/2014	FIRE/SAFETY EQUIPMENT
3003	HAVANA FORD, INC.	32.65	01/08/2014	FLEET SERVICES
2268	INNOVATIVE OFFICE SOLUTIONS, INC	538.00	01/08/2014	PHONE LINES FOR IT BUILDING
4921	JACKSON COUNTY UTILITIES	29.00	01/08/2014	MFO H2O
3921	KOUNTRY RENTAL, INC.	4,163.00	01/08/2014	RENTAL AND SERVICE OF PORTABLE
2299	LIBERTY COUNTY SOLID WASTE	28.00	01/08/2014	FL RIVER SOLID WASTE
4664	RBM AUTO & TRUCK PARTS, INC	60.73	01/08/2014	GENERAL SUPPLIES
1205	OFFICE DEPOT, INC.	400.16	01/08/2014	OFFICE SUPPLIES
5031	PODS ENTERPRISES, INC.	159.00	01/08/2014	POD RENTAL
3132	REAL PROPERTY ANALYSTS, INC.	1,600.00	01/08/2014	APPRAISAL UPDATE OF THE DISTRI
4136	RICOH AMERICAS CORPORATION	308.88	01/08/2014	RICOH COPIER
4971	ROBERT "MIKE" SEEDERS PLUMBING, INC.	555.78	01/08/2014	EMERGENCY REPAIR
5110	SACRED HEART OCCUPATIONAL HEALTH	35.00	01/08/2014	LABORATORY TESTING
5010	SCG GOVERNMENTAL AFFAIRS, LLC	1,000.00	01/08/2014	CONSULTING SERVICES
3693	NORTH FL SHREDDING, INC	300.00	01/08/2014	SHREDDING
1650	JAMES I. MILLER	425.00	01/08/2014	REVIEW APPRAISAL UPDATE OF THE
4799	STAPLES CONTRACT & COMMERCIAL, INC.	356.64	01/08/2014	OFFICE SUPPLIES FOR EFO #1 AND
110	TALQUIN ELECTRIC COOPERATIVE, INC.	3,714.22	01/08/2014	HQ ELEC
110	TALQUIN ELECTRIC COOPERATIVE, INC.	117.89	01/08/2014	WATER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	82.00	01/08/2014	SECURITY LIGHTS HQ
5102	TEKSYSTEMS	1,365.00	01/08/2014	TEKSYSTEMS HELP DESK STAFFING

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER		
4616	JERRON THAD WHITE, JR	2,100.00	01/08/2014	REMOVE TREES
3711	US POSTAL SERVICE-HASLER	3,000.00	01/08/2014	REPLENISH HEADQUARTERS POSTAGE
75	WALTON COUNTY PROPERTY APPRAISER	1,661.27	01/08/2014	2ND QTR PYMT FY 13-14
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12,019.80	01/08/2014	LAW ENFORCEMENT/SECURITY
4626	WASTE PRO OF FLORIDA, INC	149.84	01/08/2014	HQ SOLID WASTE
5015	WESTON TRAWICK, INC.	8,222.35	01/08/2014	RENOVATE LANDS AREA
TOTAL CHECKS		52,295.83		
982	WILLIAM O. CLECKLEY	300.00	01/10/2014	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		300.00		
TOTAL AP		52,595.83		

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

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
4923	JOHN ALTER	61.41	01/16/2014	BOARD TRAVEL
3293	ANGUS ANDREWS	96.12	01/16/2014	BOARD TRAVEL
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	6,425.00	01/16/2014	ATTACK ONE FIRE MGT-PRESCRIBED
2967	BANK OF AMERICA	166.00	01/16/2014	PCARD PAYMENT
4180	BA MERCHANT SERVICES	116.52	01/16/2014	TRANSACTION FEES FOR E-PERMITT
3113	RAY GLASS' BATTERIES, INC.	21.90	01/16/2014	ISCO DATALOGGER BATTERIES
325	BAY CO. PROPERTY APPRAISER	2,187.75	01/16/2014	2ND QTR PAYMENT
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	950.00	01/16/2014	REPAIR / MAINTENANCE ON TRUNK
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	2,350.00	01/16/2014	RENOVATIONS- HVAC
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	1,850.00	01/16/2014	RENOVATIONS- HVAC
3164	STEPHANIE BLOYD	104.13	01/16/2014	BOARD TRAVEL
4845	CALHOUN COUNTY SHERIFF'S OFFICE	912.44	01/16/2014	CALHOUN CO SHERIFF-LAW ENFCMT/
4654	CERIDIAN BENEFITS SERVICES, INC	868.00	01/16/2014	MONTHLY CARRIER FEE FOR COBRA
4654	CERIDIAN BENEFITS SERVICES, INC	125.00	01/16/2014	ADMIN FEES FOR FSA
771	CITY OF MARIANNA	35.94	01/16/2014	MFO WATER/SEWER
4991	GARY CLARK	65.86	01/16/2014	BOARD TRAVEL
5107	CONSOLIDATED PIPE & SUPPLY COMPANY, INC.	74.40	01/16/2014	PIPE FOR BEAVER CONTROL ON MIT
3461	DANIELS JANITORIAL SERVICE	750.00	01/16/2014	GENERAL JANITORIAL SERVICE FOR
3461	DANIELS JANITORIAL SERVICE	750.00	01/16/2014	CRESTVIEW JANITORIAL SERVICE
1948	DELL MARKETING L.P.	512.97	01/16/2014	LAPTOP FOR GUY GOWENS AND IT S
4264	DELL SECUREWORKS	1,895.38	01/16/2014	NETWORK PENETRATION TESTING
1859	FL DEPT. OF ENVIRONMENTAL PROTECTION	3,727.00	01/16/2014	CRSP FC255
45	DMS	112.55	01/16/2014	MFO PHONE
45	DMS	0.94	01/16/2014	CONFERENCE CALLS
45	DMS	144.00	01/16/2014	WEB SERVER
45	DMS	30.67	01/16/2014	INTER/INTRA NET
45	DMS	1,407.76	01/16/2014	HQ PHONE
45	DMS	70.12	01/16/2014	MILTON PHONE
2702	FISH AND WILDLIFE	4,696.45	01/16/2014	LAW ENFORCEMENT/SECURITY SERVI
2702	FISH AND WILDLIFE	26,555.22	01/16/2014	COOP MGMT-SAND HILL LAKES MITI
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	43.32	01/16/2014	LEGAL/FAR AD GB MEETING JANUAR
839	FORESTRY SUPPLIERS, INC.	456.83	01/16/2014	FIELD SUPPLIES
4042	GGI, LLC, DBA GENESIS GROUP	1,899.75	01/16/2014	CONT 06-068 TASK 11
3078	GEORGIA-FLORIDA BURGLAR ALARM CO, INC	768.53	01/16/2014	ALARM MONITORING/MAINTENANCE

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

916	GULF POWER COMPANY	580.41	01/16/2014	CFO ELEC
916	GULF POWER COMPANY	443.74	01/16/2014	MILTON ELEC
4607	MAIL FINANCE INC	205.00	01/16/2014	POSTAGE METER LEASE AGREEMENT-
4607	MAIL FINANCE INC	126.00	01/16/2014	POSTAGE METER LEASE AGREEMENT-
3003	HAVANA FORD, INC.	131.95	01/16/2014	FLEET SERVICES
2268	INNOVATIVE OFFICE SOLUTIONS, INC	918.00	01/16/2014	MAINTENANCE
61	JACKSON COUNTY FLORIDAN	86.95	01/16/2014	LEGAL AD
4946	ULYSSES D. JENKINS	75.00	01/16/2014	SECURITY FOR GOVERNING BOARD M
4952	LAW, REDD, CRONA & MUNROE, P.A.	436.50	01/16/2014	INTERNAL AUDIT SERVICES
76	LEON COUNTY PROPERTY APPRAISER	2,289.20	01/16/2014	2ND QTR PAYMENT
277	LIBERTY CO. PROPERTY APPRAISER	313.96	01/16/2014	2ND QTR PAYMENT
3266	LOWE'S COMPANIES INC.	9.90	01/16/2014	RENOVATION SUPPLYS
3266	LOWE'S COMPANIES INC.	63.67	01/16/2014	MONITORING STATION CONSTRUCTIO
3266	LOWE'S COMPANIES INC.	71.52	01/16/2014	PARTS TO FIX DAMAGED KIOSK
3198	MILTON AUTO PARTS, INC.	202.27	01/16/2014	VEHICLE SUPPLIES
5014	NBF MOVING, LLC	970.00	01/16/2014	RELOCATE LANDS & IT
288	OKALOOSA CO. PROPERTY APPRAISER	2,221.13	01/16/2014	2ND QTR PAYMENT
4090	JERRY PATE	162.87	01/16/2014	BOARD TRAVEL
4849	NICK PATRONIS	81.88	01/16/2014	BOARD TRAVEL
71	PETTY CASH	103.03	01/16/2014	PETTY CASH
4136	RICOH AMERICAS CORPORATION	7.28	01/16/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	217.89	01/16/2014	ADMIN MAINTENANCE AGREEMENTS
3960	GEORGE ROBERTS	81.88	01/16/2014	BOARD TRAVEL
4967	SAMUEL SPRING	85.44	01/16/2014	BOARD TRAVEL
5102	TEKSYSTEMS	840.00	01/16/2014	TEKSYSTEMS HELP DESK STAFFING
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	3,930.00	01/16/2014	PUBLIC RECREATION SITE CLEAN U
4289	TRI STATE EMPLOYMENT SERVICE, INC.	426.25	01/16/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	422.81	01/16/2014	TEMP SERVICES
4557	VERIZON WIRELESS	288.35	01/16/2014	CELL PHONES
4557	VERIZON WIRELESS	720.18	01/16/2014	AIR CARDS & BB
4774	JOHN T WILLIAMSON	165.00	01/16/2014	JANITORIAL SERVICES FOR THE WF

76,910.02

TOTAL CHECKS

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

4277	LEIGH BROOKS	124.00	01/17/2014	EMPLOYEE TRAVEL
4362	LINDA CHAISSON	189.99	01/17/2014	EMPLOYEE TRAVEL
3340	KAREN KEBART	124.00	01/17/2014	EMPLOYEE TRAVEL
TOTAL ACH TRANSFER		<u>437.99</u>		
TOTAL AP		<u><u>77,348.01</u></u>		

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

VENDOR	NAME	INVOICE NET	CHECK DATE	INVOICE DESCRIPTION
3630	ADVANCED DISPOSAL SERVICES	140.00	01/23/2014	DUMPSTERS FOR ECONFINA & CANOE
4522	AECOM TECHNICAL SERVICES, INC	13,113.00	01/23/2014	FEMA MAP MODERNIZATION - TECHN
3805	BANK OF AMERICA	1,125.13	01/23/2014	STRAYSS EXCHANGE CLOSING
2967	BANK OF AMERICA	45.00	01/23/2014	ANNUAL CREDIT CARD FEE
2967	BANK OF AMERICA	5,460.00	01/23/2014	GROUNDWATER STEEL TAPES AND TA
2992	BANK OF AMERICA	474.66	01/23/2014	PAYMENT PORTAL FOR WELL PERMIT
2992	BANK OF AMERICA	125.24	01/23/2014	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	811.70	01/23/2014	ACCOUNT ANALYSIS
5109	RODNEY BARRIOS PAINTING LLC	3,000.00	01/23/2014	RENOVATIONS-PAINTING
3113	RAY GLASS' BATTERIES, INC.	1,169.10	01/23/2014	DATALOGGER BATTERIES
1627	BAY COUNTY CLERK OF COURT	81.00	01/23/2014	FILING PERMIT NOTICES WITH CLE
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	93.50	01/23/2014	DIAGNOSE AND SERVICE HVAC - RO
4778	BENSON'S HEATING AND AIR CONDITIONING, INC.	347.78	01/23/2014	DIAGNOSE AND SERVICE HVAC - RO
3269	CDW GOVERNMENT, INC.	2,476.00	01/23/2014	LTO TAPES
5111	CEMEX MATERIALS, LLC	150.00	01/23/2014	PERMIT FEE REFUND
3524	CITY OF CRESTVIEW	34.00	01/23/2014	WATER/SEWER CFO
4676	CITY OF MILTON FLORIDA	35.50	01/23/2014	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	14.86	01/23/2014	WATER SEWER MILTON
3289	CITY OF TALLAHASSEE	33.97	01/23/2014	DATA COLLECTION LAKE SHORE
4061	BRIAN WILLIAM TAYLOR	80.00	01/23/2014	LAWNCARE-MARIANNA
45	DMS	3.73	01/23/2014	CONFERENCE CALLS
45	DMS	1,243.08	01/23/2014	CARR BLDG PHONE
45	DMS	7,472.37	01/23/2014	ETHERNET ALL LOCATIONS
45	DMS	2.89	01/23/2014	MILTON&MFO LD
3424	DURRA-QUICK-PRINT INC.	15.00	01/23/2014	BUSINESS CARDS J SUTTON
4855	ENVIRON SERVICES INCORPORATED	1,552.00	01/23/2014	ENVIRON SERVICES-HQ JANITORIAL
5112	ESCAMBIA COUNTY CLERK OF THE COURT	54.00	01/23/2014	FILING ERP PERMITS WITH CLERK
4931	E.B.L.R.T.F.	50.00	01/23/2014	2014 LOBBYIST REGISTRATION FEE
2679	EXPRESS FORESTRY SERVICE, LLC	14,726.40	01/23/2014	2014 HAND PLANTING SERVICES
5105	FLATWOODS FORESTRY, INC.	6,336.75	01/23/2014	FOREST INVENTORY
5105	FLATWOODS FORESTRY, INC.	10,014.55	01/23/2014	14-006 FOREST INVENTORY
4807	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	8,689.30	01/23/2014	DEC FUEL CHARGES
1546	THE FLORIDA LEGISLATURE	100.00	01/23/2014	LOBBYIST REGISTRATION
3337	FORESTECH CONSULTING	4,401.50	01/23/2014	F4 TECH FOR LAND MANAGEMENT DA
1746	FRANKLIN COUNTY TAX COLLECTOR	2.29	01/23/2014	REFUND OF TAXES
391	GADSDEN COUNTY TAX COLLECTOR	16.32	01/23/2014	POSTAGE
2291	GULF COAST ELECTRIC COOPERATIVE, INC	317.11	01/23/2014	EFO ELEC

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP

COMPUTER PAID/EFT CHECK REGISTER

4607	MAIL FINANCE INC	378.00	01/23/2014	LEASE FOR CRESTVIEW MAIL MACHI
3003	HAVANA FORD, INC.	364.67	01/23/2014	FLEET SERVICES
5115	HOMETOWN TOWING #1, INC	105.00	01/23/2014	VEHICLE #0036-TOWING
2268	INNOVATIVE OFFICE SOLUTIONS, INC	87.00	01/23/2014	PHONE SERVICE-LANDS AREA
4986	PATRICIA LUJAN	7,374.16	01/23/2014	FEB LEASE CFO
3725	MODULAR MAILING SYST INC	145.00	01/23/2014	INK CARTRIDGE FOR CRESTVIEW PO
5114	LTI GROUP V, LLC	3,495.00	01/23/2014	VMWARE ADMINISTRATION TRAINING
64	PANAMA CITY NEWS HERALD	125.96	01/23/2014	LEGAL AD
4794	PANHANDLE CONTRACTING, INC.	9,540.00	01/23/2014	WHISKEY GEORGE CREEK BASIN HYD
4294	PANHANDLE KEY & SAFE, INC.	888.00	01/23/2014	LOCKS
5096	LISA KIMBERLY POOLE	2,000.00	01/23/2014	MICROSOFT SHAREPOINT IMPLEMENT
4081	TWS, INC.	1,382.50	01/23/2014	PORTABLE TOILETS
3126	PREBLE-RISH, INC.	3,735.00	01/23/2014	PROFESSIONAL SURVEYING SERVICE
3126	PREBLE-RISH, INC.	500.00	01/23/2014	PROFESSIONAL SURVEYING SERVICE
4896	RAYONIER TRS HOLDINGS INC.	250.00	01/23/2014	TREE SEEDLINGS
4136	RICOH AMERICAS CORPORATION	53.77	01/23/2014	RMD COPIER MAINTENANCE AGREEME
4136	RICOH AMERICAS CORPORATION	76.83	01/23/2014	ADMIN MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	33.51	01/23/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	225.09	01/23/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	366.32	01/23/2014	MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	851.70	01/23/2014	ADMIN MAINTENANCE AGREEMENTS
4136	RICOH AMERICAS CORPORATION	10.85	01/23/2014	MAINTENANCE AGREEMENT ECONFINA
4136	RICOH AMERICAS CORPORATION	12.47	01/23/2014	HR COPIER MAINTENANCE AGREEMEN
5116	LYN SHIVER	189.64	01/23/2014	EMPLOYEE TRAVEL
4720	SOUTHWOOD SHARED RESOURCE CENTER	338.95	01/23/2014	SHARED RESOURCE NETWORK
4799	STAPLES CONTRACT & COMMERCIAL, INC.	356.80	01/23/2014	DIVISION DIRECTOR'S CONFERENCE
342	THE STAR	71.30	01/23/2014	LEGAL AD
4550	SUNSET ISLE MARINE, INC.	139.85	01/23/2014	SCANDY WHITE BOAT MOTOR SERVIC
4289	TRI STATE EMPLOYMENT SERVICE, INC.	316.25	01/23/2014	TEMP SERVICES
4289	TRI STATE EMPLOYMENT SERVICE, INC.	419.38	01/23/2014	TEMP SERVICES
3696	URS CORPORATION	5,762.72	01/23/2014	07-029 TASK 68
3696	URS CORPORATION	1,770.00	01/23/2014	07-029 TASK 81
3696	URS CORPORATION	1,470.00	01/23/2014	07-029 TASK 112-1
3696	URS CORPORATION	2,682.76	01/23/2014	07-029 TASK 109
3696	URS CORPORATION	18,868.10	01/23/2014	07-029 TASK 107
3696	URS CORPORATION	2,812.80	01/23/2014	07-029 TASK 104
4265	VINCENT LEROY MARTIN	1,710.00	01/23/2014	ROAD REPAIR MATERIALS
3012	WAKULLA COUNTY PROPERTY APPRAISER	438.00	01/23/2014	2ND QTR PAYMENT

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	01/30/2014	PRE-PAID DENTAL
4832	ASSURANT EMPLOYEE BENEFITS	3,982.67	01/30/2014	EMPLOYEE DENTAL
4834	ASSURANT EMPLOYEE BENEFITS	688.75	01/30/2014	EMPLOYEE LIFE INSURANCE
4833	ASSURANT EMPLOYEE BENEFITS	1,275.46	01/30/2014	LTD
95	AT&T	308.56	01/30/2014	EFO PHONE
3586	ATTACK-ONE FIRE MANAGEMENT SVCS	15,420.00	01/30/2014	ATTACK ONE FIRE MGT-PRESCRIBED
4450	GREGORY MONROE BARRY	90.69	01/30/2014	SCANDY WHITE BOAT REPLACEMENT
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	342.08	01/30/2014	RETIREE MEDICARE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	592.58	01/30/2014	RETIREE HEALTH INSURANCE
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	41,057.26	01/30/2014	EMPLOYEE HEALTH
4979	CADENHEAD DEVELOPMENT, INC.	660.00	01/30/2014	WINDOW BLINDS FOR CRESTVIEW OF
1617	CAPITAL HEALTH PLAN	65,802.17	01/30/2014	EMPLOYEE HEALTH INSURANCE
3269	CDW GOVERNMENT, INC.	58.50	01/30/2014	WIRELESS ROUTERS, DVD MEDIA
45	DMS	1,298.44	01/30/2014	CRESTVIEW PHONE
45	DMS	112.55	01/30/2014	MFO PHONE
4931	E.B.L.R.T.F.	25.00	01/30/2014	2014 LOBBYIST REGISTRATION FEE
3710	FLORIDA DEPT OF STATE	51.11	01/30/2014	FAR LEGAL AD FOR 2013 WSA UPDA
24	FLORIDA PUBLIC UTILITIES COMPANY	568.67	01/30/2014	MFO ELECTRIC
65	GADSDEN COUNTY TIMES	39.83	01/30/2014	LEGAL AD
65	GADSDEN COUNTY TIMES	38.54	01/30/2014	2014 GOVERNING BOARD MEETING S
2804	H & S TRUCK REPAIR, INC.	731.20	01/30/2014	WMD 2438 REPAIRS
61	JACKSON COUNTY FLORIDAN	135.70	01/30/2014	LEGAL AD FOR ITB -14B-003-CHIP
3266	LOWE'S COMPANIES INC.	213.35	01/30/2014	MATERIALS TO FABRICATE DRAFT H
3266	LOWE'S COMPANIES INC.	388.71	01/30/2014	POWER TOOLS
5014	NBF MOVING, LLC	1,035.00	01/30/2014	MOVE FURNITURE
1205	OFFICE DEPOT, INC.	268.20	01/30/2014	OFFICE SUPPLIES
1205	OFFICE DEPOT, INC.	66.09	01/30/2014	OFFICE SUPPLIES
1463	ORACLE CORPORATION	2,267.96	01/30/2014	ANNUAL SUPPORT FOR ORACLE PROD
4794	PANHANDLE CONTRACTING, INC.	18,900.00	01/30/2014	WHISKEY GEORGE CREEK BASIN HYD
2663	PATIENTS FIRST APPELYARD, INC	49.00	01/30/2014	POST ACCIDENT SCREEN
5031	PODS ENTERPRISES, INC.	49.00	01/30/2014	POD RENTAL
906	PURVIS, GRAY AND COMPANY	18,750.00	01/30/2014	ANNUAL AUDIT WORK
4799	STAPLES CONTRACT & COMMERCIAL, INC.	11.23	01/30/2014	VELCRO SELF GRIP STRAP

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AP		COMPUTER PAID/EFT CHECK REGISTER	
4799	STAPLES CONTRACT & COMMERCIAL, INC.	168.66	01/30/2014
4799	STAPLES CONTRACT & COMMERCIAL, INC.	138.29	01/30/2014
3941	TYLER TECHNOLOGIES, INC.	745.00	01/30/2014
4557	VERIZON WIRELESS	254.01	01/30/2014
424	WALTON COUNTY TAX COLLECTOR	12.52	01/30/2014
5118	PAUL ZARZA	44.00	01/30/2014
	TOTAL CHECKS	<u>176,800.08</u>	
4966	DAVID REED CHERRY	193.40	01/31/2014
3080	STEVEN COSTA	193.40	01/31/2014
	TOTAL ACH TRANSFER	<u>386.80</u>	
	TOTAL AP	<u><u>177,186.88</u></u>	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SCHEDULE OF DISBURSEMENTS

PAYROLL

JANUARY 2014

DIRECT DEPOSIT	01/10/2014	195,911.75
CHECKS	01/10/2014	8,516.85
FLEX SPENDING EFT	TF052	1,429.65
DIRECT DEPOSIT	01/24/2014	198,727.93
CHECKS	01/24/2014	9,264.69
FLEX SPENDING EFT	TF054	1,429.65

\$ 415,280.52

APPROVED:

Chairman or Executive Director

March 13, 2014

Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Jean Whitten, Director
Division of Administration

DATE: February 26, 2014

SUBJECT: Consideration of Acceptance of the Audited Financial Statements for Fiscal Year
2012-2013

Mr. Ryan Tucker, C.P.A., a Partner with the District's independent audit firm, Purvis, Gray & Company, will present the findings of their audit of the District's 2012-2013 fiscal year.

The Financial Report is provided as a separate document.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

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

DATE: February 26, 2014

SUBJECT: Consideration of Inspector General's Reports #13-01 and #13-02
And the Audit Work Plan for Fiscal Year 2013-2014

The Inspector General's internal audit reports for the period ending September 30, 2013, are provided to the Board as separate documents titled "Report on Internal Audit of Regulatory Permitting Fee Collection Process Report #13-01" and "Report on Internal Audit of Payroll and Related Human Resources Processes Report #13-02".

The proposed Fiscal Year 2013-2014 Internal Audit Work Plan, developed in consultation with the District's External Auditor and District Director of Administration, is attached for your review and consideration.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Jon Steverson, Executive Director

FROM: Cleta Wolverton, Budget and Fiscal Analyst
Division of Administration

DATE: March 3, 2014

SUBJECT: Consideration of Resolution 784 Amending the Fiscal Year 2013-2014 Budget

Amendment No. 1 to the Fiscal Year 2013-2014 District Budget realigns the budget within and across funds, programs, activities, and projects. The analysis of current year expenditure and projected needs indicate this action is required to properly reflect budgetary needs and accurately assign costs to applicable activities. In addition, the amendment requests an increase in spending authority of \$35,000 in Operating Capital Outlay (OCO).

Information Technology

Realign \$155,811 across the seven information technology projects, which are assigned to specific program areas and the Bureau of Information Technology, to provide for the expenditure of Contractual Services from the appropriate budget entity and transfer \$110,000 from operating expense to OCO for the purchase of hardware costing more than \$1,000.

Salary and Benefits

Realign salary and benefit budget across projects to provide adequate budget based on the current year work activities.

Other Capital Outlay (furniture and equipment costing over \$1,000)

Realign \$3,700 of OCO budget from the Division of Administration (Program 6) to Operations & Maintenance of Administrative Facilities (Program 3) for the purchase of equipment.

Increase OCO spending authority by \$34,912 in order to purchase a pool vehicle (Truck-SUV) using a portion of funds previously received and unassigned from the sale of surplus vehicles.

Summary of Fund Impacts:

<u>Fund</u>	<u>Increase Amount</u>	<u>Decrease Amount</u>	<u>Net Impact</u>
General Fund	304,423	113,700	190,723
Capital Improvement and Land Acquisition	15,178	0	15,178
Projects	0	48,421	(48,421)
Lands Management	0	30,178	(30,178)
Regulation	0	42,500	(42,500)
Mitigation	0	49,890	(49,890)
Grand Total	<u>319,601</u>	<u>284,689</u>	<u>34,912</u>

Summary

The net effect of the changes is an increase in spending authority to the General Fund of \$34,912.

Staff recommends that the Governing Board approve Resolution No. 784 amending the Fiscal Year 2013-2014 Budget and allow staff to realign revenues and reserves to maintain the proper balance in each fund.



Jonathan P. Steverson
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. 784

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AMENDING THE FISCAL YEAR 2013-2014 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. 781, after a public hearing on September 26, 2013, 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, 2013 through September 30, 2014; and

WHEREAS, in accordance with section 189.418(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 increases or decreases 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 District, that:
The Budget is hereby amended as summarized in the memorandum dated March 3, 2014 requesting Amendment No. 1 to the Fiscal Year 2013-2014 budget. Budget amendment No. 1 reallocates budget authority across funds and projects to properly reflect activities performed and accurately assign costs with no increase to the total District budget. The amendment also increases spending authority by \$34,912 to purchase a pool vehicle.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

PASSED AND ADOPTED this 13th day of March, 2014, A.D.

The Governing Board of the
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

George Roberts, Chair

ATTEST:

Secretary/Treasurer

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

M E M O R A N D U M

TO: Governing Board

FROM: Resource Management Division

DATE: February 25, 2014

SUBJECT: Consideration of Water Protection and Sustainability Program Trust Fund Resolution and Proposed Agreement with the Bay County Board of County Commissioners for Development of an Upstream Intake for Surface Water Supply

Recommendation

Staff recommends that the Governing Board adopt and approve Resolution No. 783 as presented and authorize the Executive Director to enter into agreement with the Bay County Board of County Commissioners to provide grant funding not to exceed \$5,470,000 for development of an upstream intake near the mouth of Econfinia Creek for surface water supply.

Discussion:

Deer Point Lake Reservoir, Bay County's primary water supply source, is vulnerable to impacts, including salt water intrusion, from major coastal storm surge events. These concerns are outlined in the Region III Regional Water Supply Plan (RWSP) update, provided separately for Governing Board approval.

Resolution No. 700, adopted in June 2008, and Resolution No. 712, adopted in December 2008, authorized \$5,470,000 in funding to Bay County from the fiscal year 2007-2008 and 2008-2009 appropriations of the Water Protection and Sustainability Program Trust Fund (WPSTF) for inland groundwater source development. Bay County has now selected an alternative to the previously proposed project. Governing Board resolution 783 (Attachment 1) would replace and supersede resolutions 700 and 712 and provide the same level of funding for the development of a surface water intake near the mouth of Econfinia Creek, well protected from coastal storm surge events. The District grant funding provided by the WPSTF will not exceed 40 percent of the overall construction costs, in accordance with sections 403.890 and 373.707, Florida Statutes (F.S.).

The proposed project is included as a priority in the Region III RWSP and has been identified by the County as the best alternative for addressing the above-stated vulnerability. Specifically, the project will consist of development of a surface water intake, pump station, and pipeline, with a capacity to deliver approximately thirty million gallons per day (30 mgd) of raw water to the Bay County Water Treatment Plant. Additional information is provided in the attached proposed grant agreement.

The project listed meets the guidelines of the statewide Water Protection and Sustainability Program, as defined under sections 403.890 and 373.707, F.S. In particular, it is anticipated that completion of this alternative water supply project will improve the long-term reliability of Bay County's water supply; providing water for the public while also sustaining water resources and associated natural systems. Additionally, Bay County serves as a multijurisdictional public water supply entity by supplying water to local governments and utilities across the county. Project and funding alternatives were presented for the public and local governments and utilities at two workshops in Panama City on February 12, 2014.

Attachments:

- (1) Resolution to the Florida Department of Environmental Protection to designate funds for alternative water supply development project funding under the Water Protection and Sustainability Program Trust Fund
- (2) Factors for Project Funding under the Water Protection and Sustainability Program
- (3) Proposed Agreement with the Bay County Board of County Commissioners for Development of Upstream Intake for Surface Water Supply

Attachment 1

Resolution to the Florida Department of Environmental Protection to designate funds for alternative water supply development project funding under the Water Protection and Sustainability Program Trust Fund



Jonathan P. Steverson
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. 783

TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO DESIGNATE ALTERNATIVE WATER SUPPLY DEVELOPMENT PROJECT FUNDING FROM THE WATER PROTECTION AND SUSTAINABILITY PROGRAM TRUST FUND

WHEREAS, the Florida Legislature created Section 403.890, Florida Statutes (F.S.), making provisions for the distribution of funds deposited or appropriated into the Water Protection and Sustainability Program Trust Fund, which shall be administered by the Florida Department of Environmental Protection; and

WHEREAS, pursuant to section 403.890(1), F.S., for fiscal years 2007-2008 and 2008-2009, the Northwest Florida Water Management District ("the District") Governing Board adopted resolutions 700 and 712 designating project funding for alternative water supply development and water resource development projects pursuant to Section 373.707, F.S.; and

WHEREAS, the specified alternative water supply development project in Bay County has been revised to better ensure the long-term sustainability of water and related resources and, in so doing, ensure the long-term reliability of public water supplies; and

WHEREAS, by implementing this project, the District and local partners will meet future public water supply needs in a manner consistent with the long-term sustainability of ground and surface water resources; and

WHEREAS, the District has budgeted five million four hundred seventy thousand dollars (\$5,470,000) from the fiscal year 2007-2008 and fiscal year 2008-2009 allocations of the Water Protection and Sustainability Program Trust Fund to be applied to construction costs for approved alternative water supply development projects pursuant to sections 403.890 and 373.707, F.S.; and

WHEREAS, local project sponsors will provide for a minimum of 60 percent of project construction costs to match funding assistance provided through the Water Protection and Sustainability Program.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Northwest Florida Water Management District hereby supersedes resolutions 700 and 712 to designate project funding from the Water Protection and Sustainability Program Trust Fund in the amount of five million four hundred seventy thousand dollars (\$5,470,000) to provide funding for implementation of alternative water supply development projects pursuant to sections 403.890 and 373.707, F.S.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

BE IT FURTHER RESOLVED that projects identified for implementation and corresponding amounts from the fiscal year 2007-2008 and fiscal year 2008-2009 appropriations of the Water Protection and Sustainability Program Trust Fund are as follows:

Project Title	Local Sponsor	Project Type	Amount
Development of Upstream Intake for Surface Water Supply	Bay County	Alternative Water Supply Development	\$5,470,000

BE IT FURTHER RESOLVED that funding has been requested and received following procedures established by Governor's Office of Policy and Budget and the Florida Department of Environmental Protection; and

BE IT FURTHER RESOLVED that these funds shall be applied pursuant to the Regional Water Supply Plan for Region III of the Northwest Florida Water Management District, approved by the Governing Board on March 13, 2014; and

BE IT FURTHER RESOLVED that these funds shall be subject to the requirements of Section 215.97, F.S., the Florida Single Audit Act, and Section 216.347, F.S., Grants and Lobbying Restriction; and

BE IT FURTHER RESOLVED that this resolution be transmitted to the Secretary of the Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the Chair of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary.

ADOPTED AND APPROVED this 13th day of March 2014.

The Governing Board of the
Northwest Florida Water Management District

George Roberts, Chair

ATTEST:

Jonathan P. Steverson, Secretary/Treasurer

Attachment 2

Factors for Project Funding under the Water Protection and Sustainability Program

Section 373.707(8), Florida Statutes

(f) The governing boards shall determine those projects that will be selected for financial assistance. The governing boards may establish factors to determine project funding; however, significant weight shall be given to the following factors:

1. Whether the project provides substantial environmental benefits by preventing or limiting adverse water resource impacts.
2. Whether the project reduces competition for water supplies.
3. Whether the project brings about replacement of traditional sources in order to help implement a minimum flow or level or a reservation.
4. Whether the project will be implemented by a consumptive use permittee that has achieved the targets contained in a goal-based water conservation program approved pursuant to s. 373.227.
5. The quantity of water supplied by the project as compared to its cost.
6. Projects in which the construction and delivery to end users of reuse water is a major component.
7. Whether the project will be implemented by a multijurisdictional water supply entity or regional water supply authority.
8. Whether the project implements reuse that assists in the elimination of domestic wastewater ocean outfalls as provided in s. 403.086(9).
9. Whether the county or municipality, or the multiple counties or municipalities, in which the project is located has implemented a high-water recharge protection tax assessment program as provided in s. 193.625.

(g) Additional factors to be considered in determining project funding shall include:

1. Whether the project is part of a plan to implement two or more alternative water supply projects, all of which will be operated to produce water at a uniform rate for the participants in a multijurisdictional water supply entity or regional water supply authority.
2. The percentage of project costs to be funded by the water supplier or water user.

3. Whether the project proposal includes sufficient preliminary planning and engineering to demonstrate that the project can reasonably be implemented within the timeframes provided in the regional water supply plan.
4. Whether the project is a subsequent phase of an alternative water supply project that is underway.
5. Whether and in what percentage a local government or local government utility is transferring water supply system revenues to the local government general fund in excess of reimbursements for services received from the general fund, including direct and indirect costs and legitimate payments in lieu of taxes.

Attachment 3

Proposed Agreement with the Bay County Board of County Commissioners for
Development of Upstream Intake for Surface Water Supply

GRANT AGREEMENT

BETWEEN

THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AND

THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS

FOR

DEVELOPMENT OF UPSTREAM INTAKE FOR SURFACE WATER SUPPLY

NWFWMD CONTRACT NUMBER __ - __

WITNESSETH:

WHEREAS, the BAY COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the GRANTEE) has identified an urgent need for development of an alternative pump station for Deer Point Lake Reservoir near the mouth of Econfinia Creek; and

WHEREAS, the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public entity created by Chapter 373, Florida Statutes (hereinafter referred to as the DISTRICT) has worked in partnership with the GRANTEE to ensure the long-term reliability and sufficiency of water supplies within Bay county, Florida; and

WHEREAS, the DISTRICT has developed a 2014 Regional Water Supply Plan Update for Region III, establishing the need for an alternative water supply project for Bay County; and

WHEREAS, this project will further implementation of the 2014 Region III Regional Water Supply Plan Update and is consistent with the factors established in Section 373.707(8)(f) and (g), Florida Statutes; and

WHEREAS, Section 373.705, Florida Statutes, authorizes and encourages the water management districts to assist local governments with water resource and water supply development projects; and

WHEREAS, the Florida Legislature has provided for funding under the Water Protection and Sustainability Program Trust Fund for Alternative Water Supply Development Projects and Water Resource Development Projects; and

NOW, THEREFORE, in consideration of services to be performed for the public benefit hereunder, the DISTRICT and GRANTEE agree as follows:

1. The DISTRICT agrees:
 - A. To provide funding, not to exceed five million four hundred seventy thousand and 00/100 dollars (\$5,470,000.00), for approved construction expenses in support of development of upstream intake for surface water supply, as described in the Scope of Work (ATTACHMENT 1). DISTRICT grant funds provided under this AGREEMENT shall only be used for direct construction expenses.
 - B. To provide payment of funds indicated in Paragraph 1.A. within 30 days of receipt of approved invoices from the GRANTEE. All invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.
 - C. Funding identified in Paragraph 1.A. will be provided from State funding under the Water Protection and Sustainability Program (Section 403.890, Florida Statutes).
2. The GRANTEE agrees:
 - A. To provide a minimum of 60% of all construction funding for project completion in accordance with section 373.707, Florida Statutes (F.S.).
 - B. To administer the construction contracts.
 - C. To obtain all necessary permits for project construction and operation.
 - D. To invoice the DISTRICT for approved construction expenses in support of development of upstream intake for surface water supply, as described in the Scope of Work (ATTACHMENT 1). Invoices must be submitted with supporting documentation and with sufficient detail for the proper pre-audit and post-audit thereof.
 - E. To provide to the DISTRICT all deliverables specified in the Scope of Work (ATTACHMENT 1). Deliverables will be provided to District staff during project implementation. Final deliverables must be submitted in electronic format.
 - F. To construct, own, operate, and maintain the facilities constructed in accordance with all necessary permits, including those issued by the DISTRICT, Bay County, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
 - G. To provide all necessary services associated with facility design, permitting, and construction, including surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replatting, comprehensive plan amendment, code variance, and other services, as necessary.
 - H. To use funds obtained from the DISTRICT pursuant to this AGREEMENT solely for construction costs associated with development of upstream intake for surface water supply, as described in the Scope of Work (ATTACHMENT 1).
 - I. To apply any interest earned from deposited funds obtained from the DISTRICT pursuant to this AGREEMENT solely for the purposes of construction of

alternative water supply facilities, as described in the Scope of Work (ATTACHMENT 1).

- J. To return any unexpended funds received pursuant to Paragraph 1.A. and 2.A. or interest accrued pursuant to Paragraph 2.I. and remaining at the conclusion or termination of this AGREEMENT to the DISTRICT within 90 days of completion or termination of the project.
 - K. To provide to the DISTRICT documentation of project construction and expenditures as described in the Scope of Work (ATTACHMENT 1).
 - L. To comply with all applicable federal, state and local rules and regulations in providing services under this AGREEMENT. The GRANTEE acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.
 - M. To maintain books, records, and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, the State of Florida, or their authorized representatives shall have access to such records for auditing purposes during the term of this AGREEMENT and for three years following project completion.
3. It is mutually understood and agreed that:
- A. This AGREEMENT shall remain in effect until December 31, 2015, unless extended by mutual written consent.
 - B. The DISTRICT shall have no liability or responsibility to the GRANTEE, its contractors, any governmental entity, or the employees, agents, representatives, licensees, invitees, and guests of the GRANTEE and its contractors or any other person or entity associated with the project as a result of, or arising out of, the GRANTEE's use of DISTRICT funds.
 - C. This AGREEMENT may be terminated by either of the parties upon at least 30 days written notice. Cancellation by the COUNTY would require immediate repayment to the DISTRICT of any grant funds provided by the DISTRICT.
 - D. The DISTRICT may unilaterally cancel this AGREEMENT for refusal by the GRANTEE to allow access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this AGREEMENT.
 - E. This AGREEMENT is subject to the availability of budgeted funds anticipated at the time of execution. Should funding be discontinued or reduced, the AGREEMENT will be terminated or amended, as appropriate. In this event, the GRANTEE shall be compensated for work or services satisfactorily completed prior to termination or amendment of the AGREEMENT.
 - F. This AGREEMENT constitutes the entire agreement between the DISTRICT and the GRANTEE and may be amended or extended only in writing, signed by both the DISTRICT and the GRANTEE.

- G. The DISTRICT and the GRANTEE may, by written order designated to be an Amendment to this AGREEMENT, agree that additional work shall be undertaken within the general scope of this AGREEMENT.
- H. To the extent required by law, all contractors shall be required to secure and maintain such insurance as will protect it from claims under the Workers' Compensation Act and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this AGREEMENT.
- I. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- J. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- K. As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- L. Grant agreements 09-023 and 09-036 for Bay County Inland Ground Water Source Development will be cancelled pursuant to approval of this AGREEMENT.
- M. These funds should be considered state financial assistance under the Florida Single Audit Act, under Florida Catalog of State Financial Assistance (CSFA) # 37.066. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds. The GRANTEE shall satisfy specific requirements, as set forth in ATTACHMENT 2, Single Audit Act Requirements.

- N. Notices provided for in this AGREEMENT shall be delivered to the GRANTEE by delivery to the GRANTEE's Project Manager and to the DISTRICT by delivery to the DISTRICT Project Manager. The Project Managers are:

BAY COUNTY BOARD OF COUNTY COMMISSIONERS	NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
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Paul Lackemacher, Director
Bay County Utility Services
3410 Transmitter Road
Panama City, FL 32404
(850) 248-5021
plackemacher@baycountyfl.gov

Paul Thorpe
Resource Planning Section Director
81 Water Management Drive
Havana, Florida 32399-3700
(850) 539-5999
Paul.Thorpe@nwfwmd.state.fl.us

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year last below written.

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

**BAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
Jonathan P. Steverson, Executive
Director

By: _____
Guy M. Tunnell, Chairman

Date: _____

Date: _____

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS

ATTACHMENT 1 – SCOPE OF WORK

DEVELOPMENT OF UPSTREAM INTAKE FOR SURFACE WATER SUPPLY

Background and Project Description

The Development of Upstream Intake for Surface Water Supply project consists of an alternative water supply development project as defined in the Region III 2014 Regional Water Supply Plan (RWSP) update. Project completion will address concerns about the vulnerability of Deer Point Lake Reservoir, the county's primary water supply source, to potential impacts from major storm surge events as described in the Region III RWSP update, particularly salt water intrusion.

The project will generally consist of construction of a surface water intake, pump station, and pipeline, with a capacity to deliver approximately thirty million gallons per day (30 mgd) of raw water to the existing raw water line going to the Bay County Water Treatment Plant. The current withdrawal point is at the downstream end of the reservoir adjacent to North Bay. This project would develop an upstream withdrawal point remote from potential storm surge impacts to the reservoir. Specific facility locations are subject to change based on design considerations. The project shall be designed and constructed in a manner so as to avoid significant harm to the water resources and ecology of the area and located to withdraw the optimum quality water available from this source.

Anticipated Schedule

The anticipated schedule is for project construction to be initiated in 2014 and to be complete in late 2015.

Anticipated Project Cost and Funding

Estimated costs are as follows:

Item	Estimated Cost
Non-Construction Costs	
Engineering and Permitting	\$2,000,000
<i>Subtotal</i>	<i>\$2,000,000</i>
Construction Costs	
Pump Station	\$6,500,000
Pipeline	\$14,000,000
Earthwork	\$2,500,000
<i>Subtotal Construction</i>	<i>\$23,000,000</i>
Grand Total	\$25,000,000

DISTRICT grant funding will be provided from the Water Protection and Sustainability Trust Fund.

Deliverables

1. The GRANTEE shall complete the project as described above.
2. The GRANTEE shall provide semi-annual reports, due June 30 and December 31 of each year until project completion, consisting of:
 - a. Description of facility construction to date.
 - b. Design drawings and project area map (unless provided previously).
 - c. Photographic record of project activities and progress to date.
 - d. Project Summary statement outlining accomplishments, problems encountered, solutions, and future recommendations.
 - e. Expense backup documentation for work completed to date, in sufficient detail for proper pre-audit and post-audit. Documentation shall encompass expenditures reflecting local match, as well as grant-funded costs.
 - f. Summary of construction and total project costs to date, itemized by major component. In addition to DISTRICT grant funding from the Water Protection and Sustainability Program, the documentation shall detail match funding, including local funds and, if applicable, funds from other sources expended by the GRANTEE.

3. The GRANTEE shall provide a Final Project Summary Report upon completion of the project, to include the following:
 - a. Project Summary Statement outlining accomplishments, problems encountered, solutions, and future recommendations.
 - b. Design drawings and project area map.
 - c. Photographic record of project activities and completion.
 - d. Summary of project costs, including grant funding and funding from other sources.
 - e. Expense backup documentation for work completed, in sufficient detail for proper pre-audit and post-audit. Documentation shall encompass expenditures reflecting local match, as well as grant-funded costs.

Specified deliverables must be provided in electronic format.

GRANT AGREEMENT BETWEEN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND
BAY COUNTY

ATTACHMENT 2

SINGLE AUDIT ACT REQUIREMENTS

Pursuant to Grant Award No. _____, state financial assistance was awarded to the GRANTEE as follows:

Grants and Aids to Local Governments/Utilities – Alternative Water Supply and Water Resource Development:

Water Protection and Sustainability Program Trust Fund: \$5,470,000

These funds should be considered state financial assistance under the Florida Single Audit Act, under CSFA#37.066. As a recipient of these funds your entity, as the Grantee, must comply with the Single Audit Act. These requirements also flow down to any sub-recipients of these funds.

- A. The Grantee shall comply with the applicable provisions contained in the **Attachment Section 2, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to the **Attachment** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of the **Attachment**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the District's Grants Manager at 850/539-5999 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in the **Attachment, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a sub-recipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Non-state Organizations Recipient/Sub-recipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the District for assistance with questions pertaining to the applicability of these requirements.

It is the responsibility of the District to notify recipients of state and federal financial assistance of their responsibility to file single audit reports to the proper authorities if they expend \$500,000 or more within their fiscal year. Attached is a copy of the Special Audit Requirements for your reference and convenience.

If you have any questions please contact Jean Whitten or Amanda Bedenbaugh at (850) 539-5999. Fax: (850) 539-2777.

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ATTACHMENT 2, SECTION 2

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Northwest Florida Water Management District (*which may be referred to as the "District", or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Northwest Florida Water Management District, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Northwest Florida Water Management District. In the event the Northwest Florida Water Management District determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the District to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Northwest Florida Water Management District by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Northwest Florida Water Management District. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Northwest Florida Water Management District by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Northwest Florida Water Management District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Northwest Florida Water Management District at the following address:

Inspector General
Northwest Florida Water Management District
Office of the Inspector General
81 Water Management Drive
Havana, Florida 32333-4712

5. Any reports, management letters, or other information required to be submitted to the Northwest Florida Water Management District pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Northwest Florida Water Management District for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Northwest Florida Water Management District, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Northwest Florida Water Management District.

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ATTACHMENT 2, Exhibit 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	District Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
	<i>Water Protection & Sustainability Program Trust Fund</i>	<i>2013-2014</i>	<i>37.066</i>	<i>Construction Grant</i>	<i>\$5,470,000</i>

Total Award					\$5,470,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: March 4, 2014

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.

The District moved to dismiss the Plaintiff's Amended Complaint on the basis that the Plaintiff failed to state a claim upon which relief could be granted. Federal District Court Judge M. Casey Rodgers has granted the District's motion to dismiss and the Plaintiff's Amended Complaint has been dismissed from Federal court with prejudice and a Judgment finally dismissing the case has been entered.